NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, SEPTEMBER 17, 2020 AT 01:00 PM
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN STREET
BRENHAM, TEXAS

1. **Call Meeting to Order**

2. **Invocation and Pledges to the US and Texas Flags - Councilmember Kolby**

3. **Proclamations**

    - ♦ **Constitution Week**
    - ♦ **K9 Robbie**

4. **Citizens Comments**

CONSENT AGENDA

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

    5-a. Approve the Minutes from the August 20, 2020 and September 3, 2020 Regular City Council Meetings and the September 3, 2020 Special Workshop Meeting

    5-b. Award ITB No. 20-010 Related to the Sale of Surplus Property to MC Property Holdings, LLC and Authorize the Mayor to Execute Any Necessary Documentation

    5-c. Approve a Three-Year Contract with UBEO East Texas, Inc. for Service, Maintenance and Supplies for Office Automation Equipment and Authorize the Mayor to Execute Any Necessary Documentation

- **5-d. Approve a Contract Between the City of Brenham and the Texas State Library and Archives Commission for the Acceptance of $24,258.00 from the TSLAC CARES - Cycle 1 Grant Program (CAR1-21024) and Authorize the Mayor to Execute Any Necessary Documentation**
- **5-e. Approve the Purchase of Materials in the Amount of $92,598.25, for the Copper Conductor Replacement Project - Section 6, from Techline, Inc. Through the Lower Colorado River Authority (LCRA) Materials Program and Authorize the Mayor to Execute Any Necessary Documentation**
- **5-f. Approve Final Payment to Aggieland Construction in the Amount of $24,821.55 for Henderson Park Phase II and Phase III Improvements and Authorize the Mayor to Execute Any Necessary Documentation**
- **5-g. Approve Renewal with Texas Municipal League Intergovernmental Risk Pool for General Liability, Law Enforcement Liability, Public Officials Liability, Mobile Equipment, Airport Liability, Property, Auto Liability and Physical Damage, Crime, Animal Mortality and Theft, and Workers' Compensation Coverage for the City of Brenham for Fiscal Year 2020-21 and Authorize the Mayor to Execute Any Necessary Documentation**

WORK SESSION

6. **Discussion and Presentation on the City of Brenham's Policies and Procedures for Boards and Commissions**
7. **Discussion and Presentation on Possible Amendments to Chapter 23 - Subdivisions of the Code of Ordinances of the City of Brenham, Texas**
8. **Discuss and Review the FY2019-20 Third Quarter Financial Report**

REGULAR SESSION

9. **Discuss and Possibly Act Upon Ordinance No. O-20-020 on Its Second Reading Adopting the Budget for Fiscal Year Beginning October 1, 2020 and Ending September 30, 2021**
10. **Discuss and Possibly Act Upon Ordinance No. O-20-021 on Its Second Reading Levying Property Taxes for the Tax Year 2020 for the City of Brenham at $0.5040 per $100 Valuation**
11. **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**

12. Discuss and Possibly Act Upon the Continuation of the Mayoral Declaration of Local Disaster Due to a Public Health Emergency Related to the COVID-19 (Coronavirus) Pandemic

13. Discussion and Update on the City of Brenham's COVID-19 (Coronavirus) Response and Recovery Efforts

14. Administrative/Elected Officials Report

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

Adjourn

Executive Sessions: The City Council for the City of Brenham reserves the right to convene into executive session at any time during the course of this meeting to discuss any of the matters listed, as authorized by Texas Government Code, Chapter 551, including but not limited to §551.071 - Consultation with Attorney, §551.072 - Real Property, §551.073 - Prospective Gifts, §551.074 - Personnel Matters, §551.076 - Security Devices, §551.086 - Utility Competitive Matters, and §551.087 - Economic Development Negotiation

CERTIFICATION

I certify that a copy of the September 17, 2020 agenda of items to be considered by the City of Brenham City Council was posted to the City Hall bulletin board at 200 W. Vulcan St., Brenham, TX on September 14, 2020 at 9:30 a.m.

Jeana Bellinger, TRMC, CMC
City Secretary

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

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the _____ day of ___________________, 2020 at __________ AM PM.

_________________________________ ____________________________
Signature Title

PROCLAMATION

WHEREAS, September 17, 2020, marks the two hundred thirty-first anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week;

NOW, THEREFORE I, Milton Y. Tate Jr., Mayor of the City of Brenham, Texas do hereby proclaim the week of September 17-23, 2020 as

CONSTITUTION WEEK

In Witness, Whereof, I have set my hand and affixed the Seal of Brenham.

____

Milton Y. Tate Jr.
Mayor

PROCLAMATION

WHEREAS, In November of 2016, the City of Brenham took ownership of a beautiful female Belgian Malinois to supplement the Brenham Police Department's K9 program; and

WHEREAS, The K9 became known as "Robbie" and was paired with Officer Andrew Adams in 2016 in what has become an amazing testimony of the bond between a man and his four-legged friend; and

WHEREAS, Robbie is first and foremost a working dog, being deployed to assist in the detection of narcotics and the capture of wanted felons for the past 4 years; and

WHEREAS, Robbie has captured the hearts of children and adults alike who have had the opportunity to watch Adams and Robbie demonstrate their skills at different school and organization events; and

WHEREAS, Robbie has served this community well since 2016, and now, at eight-years-old – that's 56 in people years – she is ready to retire and enjoy the good life; and

WHEREAS, It is right and just for the City Council and the residents of Brenham to join together to recognize and commend Robbie for her dedication to protect and serve the Citizens of Brenham;

NOW, THEREFORE I, Milton Y. Tate Jr., Mayor of the City of Brenham, do hereby proclaim Thursday, September 17, 2020 as

K9 ROBBIE DAY

Milton Y. Tate Jr.
Mayor

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on August 20, 2020 beginning at 1:00 p.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members present:

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

Members absent:

None

Others present:

City Manager James Fisher, City Attorney Cary Bovey, City Secretary – Director of Administrative Services Jeana Bellinger, Assistant City Manager – Chief Financial Officer Carolyn Miller, Assistant City Manager - Public Services/Utilities Donald Reese, Fire Chief Ricky Boeker, Budget Manager Debbie Gaffey and Captain Dant Lange.

Citizens present:

Pamela Richardson

Media Present:

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

1. Call Meeting to Order

2. Invocation and Pledges to the US and Texas Flags – City Manager James Fisher

3. Proclamation

- **Childhood Cancer Awareness Month**

4. **Special Recognition**

- **GFOA Distinguished Budget Presentation Award**
  - *Tenth Consecutive Year*

5. **Citizens Comments**

There were no citizen comments.

CONSENT AGENDA

6. **Statutory Consent Agenda**

6-a. Minutes from the August 6, 2020 Regular City Council Meeting

6-b. Ordinance No. O-20-017 on Its Second Reading Amending the Official Zoning Map of the City of Brenham to Change the Zoning District from an Industrial District (I) to a Commercial, Research and Technology District (B-2) on the Following:

a. Approximately 0.849 Acres of Land Located Adjacent to 1303 Prairie Lea Street and 1305 Prairie Lea Street, Being Further Described as Part of Lot No. 2 of the Continental Ribbon and Carbon Company Subdivision Out of the P. H. Coe Survey, A-31, in Brenham, Washington County, Texas; and

b. Approximately 4.236 Acres of Land Addressed as 1303 Prairie Lea Street, Being Further Described as Part of Lot No. 2 of the Continental Ribbon and Carbon Company Subdivision Out of the P. H. Coe Survey, A-31, in Brenham, Washington County, Texas (Case No. P-20-027)

6-c. Ordinance No. O-20-018 on Its Second Reading Providing for No Parking Zones in Certain Designated Areas Along W. Second St., Green St., High St., and W. Fifth St. in the City of Brenham

6-d. Ordinance No. O-20-019 on Its Second Reading to Grant a Non-Exclusive Franchise to Dillo Disposal Service, LLC to Operate a Roll-Off Container Service for Residents, Businesses, and Industries Inside the City Limit of the City of Brenham, Texas

A motion was made by Councilmember Herring and seconded by Councilmember Cantey to approve the Statutory Consent Agenda Items 4-a. through 6-d. as presented.

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

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

REGULAR SESSION

7. Discuss and Possibly Act Upon RFP No. 20-008 Related to Banking Depository Services and Authorize the Mayor to Execute Any Necessary Documentation

This item was presented by City Manager James Fisher. Fisher reported that in June 2020, the City issued RFP No. 20-008 soliciting proposals for bank depository services. Fisher advised the contract would be for a five-year period beginning September 1, 2020. Fisher reported the City received proposals from Bank of Brenham, Brenham National Bank, and Chase Bank.

Fisher explained that the City hired Linda Patterson, of Patterson & Associates, to perform an analysis of the bank depository services proposals. Patterson's analysis pointed out key issues in evaluating bank services include (a) the banking services themselves and automation capabilities; (b) the fees charged for those services; and (c) the earnings potential in and through the bank. After reviewing all of the RFP's, it was recommended by Patterson that the City would be best served by Bank of Brenham.

A motion was made by Councilmember Cantey and seconded by Councilmember Saunders to award RFP No. 20-008 for Banking Depository Services to Bank of Brenham for a period to begin September 1, 2020 and extend through August 31, 2025 and authorize the Mayor to execute any necessary documentation.

Mayor Pro Tem Ebel called for a vote. The motion passed with Council voting as follows:

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

8. Discuss and Possibly Act Upon an Audit Engagement Letter for Seidel Schroeder to Perform an Audit for the Fiscal Year Ending September 30, 2020 and Authorize the Mayor to Execute Any Necessary Documentation

This item was presented by City Manager James Fisher. Fisher presented an audit engagement letter from Seidel Schroeder for the fiscal year ending September 2020. Fisher noted that a fee range of $43,900 to $45,900 is proposed for the financial statement audit, which is the same as last year. Fisher explained that an additional fee of $7,000 to $8,500 is expected based on the assumption that a Single Audit of state and federal grant expenditures, due to outstanding FEMA projects, will be required.

A motion was made by Councilmember Kolby and seconded by Councilmember Cantey to approve an audit engagement letter from Seidel Schroeder to perform an audit for the fiscal year ending September 30, 2020 and authorize the Mayor to execute any necessary documentation.

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

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

9. Discuss and Possibly Act Upon the Approval of the FY2020-21 Proposed Budget for the Washington County Appraisal District and Authorize the Mayor to Execute Any Necessary Documentation

This item was presented by City Manager Jams Fisher. Fisher explained that the Washington County Appraisal District's (WCAD's) Proposed Budget shows an increase of $900 over the prior year's budget due to an increase in copier maintenance. The expenses of the WCAD are allocated (based on tax levy) to the nine (9) taxing entities served by the appraisal district. The City of Brenham's share is $99,429, which is a $532 increase from the prior year allocation.

A motion was made by Councilmember Cantey and seconded by Councilmember Wright to approve the fiscal year 2020-2021 proposed budget for the Washington County Appraisal District and authorize the Mayor to execute any necessary documentation.

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

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

10. Discuss and Possibly Act Upon a First Amended Ground Space Lease Agreement for Fuel Farm Operation Between the City of Brenham and Aviators Plus, LLC and Authorize the Mayor to Execute Any Necessary Documentation

This item was presented by Assistant City Manager – Public Services/Utilities Donald Reese. Reese said the original Ground Space Lease Agreement between Aviators Plus, LLC (Brent Nedbalek) and the City to authorize Aviators Plus to operate a fuel farm at the leased location was specifically for installation of an Avgas fuel storage tank. Mr. Nedbalek installed the Avgas tank but would now like to install a 3,000-gallon Jet-A fuel tank as well. Reese explained that because the original lease agreement referenced Avgas but not Jet-A fuel, an amendment is required. Reese noted that all other provisions of the agreement will remain the same.

A motion was made by Mayor Pro Tem Ebel and seconded by Councilmember Kolby to approve an Amended Ground Space Lease Agreement between Aviators Plus, LLC and the City of Brenham to authorize Aviators Plus, LLC to operate a fuel farm at the leased location and authorize the Mayor to execute any necessary documentation.

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

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

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

This item was presented by Assistant City Manager – Public Services/Utilities Donald Reese. Reese explained that Aviators Plus, LLC, would like to construct a new 80x100 airplane hangar at 3195 Aviation Way. The total lease space will be 19,800 square feet. Reese said the lease agreement is the City's standard ground-space lease for $0.10 cents per square foot per year and the lease rate may increase up to $0.02 per square foot in a five-year period as the prevailing rates change.

A motion was made by Mayor Pro Tem Ebel and seconded by Councilmember Wright to approve a ground space lease agreement with Aviators Plus, LLC (Brent Nedbalek) for construction of a hangar at the Brenham Municipal Airport (3195 Aviation Way) and authorize the Mayor to execute any necessary documentation.

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

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

12. Discuss and Possibly Act Upon Recommendations for Appointments to Various City Boards and Commissions and Authorize the Mayor to Execute Any Necessary Documentation

City Manager James Fisher presented this item. Fisher said that staff recently received the resignations of Leroy Jefferson from the Planning and Zoning Commission, and Fredericka DeBerry from the Library Advisory Board.

Fisher explained that the Boards and Commissions Subcommittee consisting of Mayor Tate, Councilmember Cantey, and Councilmember Sanders have reviewed the applications and are recommending Council appoint Artis Edwards to the Planning and Zoning Commission and Carol Kiphart to the Library Advisory Board.

A motion was made by Councilmember Cantey and seconded by Councilmember Kolby to approve the appointment of Artis Edwards to the Planning and Zoning Commission for a term to expire on December 31, 2020 and Carol Kiphart to the Library Advisory Board for a term to expire on December 31, 2021 and authorize the Mayor to execute any necessary documentation.

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

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

13. Discuss and Possibly Act Upon an Amendment to Restrictive Covenants Governing the Brenham Oak Apartments Development Necessary to Secure Financing Insured by the U.S. Department of Housing and Urban Development, Approval of an Agreement Concerning City's Release from Said Restrictive Covenants, and Authorize the Mayor to Execute Any Necessary Documentation

This item was presented by City Attorney Cary Bovey. Bovey said that in 2002, the Brenham Oaks Apartments obtained Low Income Housing Tax Credits from the Texas Department of Housing and Community Affairs ("TDHCA"). Bovey explained that as a condition of receiving the tax credits, TDHCA required the developer to record certain restrictive covenants against the property used for the project. In 2007, a 0.88141-acre parcel of this property was conveyed to the City for use as a public right-of-way.

Bovey said that currently, the developer of Brenham Oaks is attempting to obtain new financing for the project that is insured by the U.S. Department of Housing and Urban Development ("HUD"). HUD is requiring, as a condition of insuring the financing of the project, that the lien and covenants required by TDHCA be subordinated to the lien, covenants, and enforcement of the instruments securing the loan. Because the City's property is technically still subject to the restrictive covenants, the City's consent to the HUD amendment is required in order for the developer to obtain the financing. Bovey noted that the City's parcel is not being used to secure financing, so there is no risk of the City's property being foreclosed on if the developer defaults on the financing.

A motion was made by Councilmember Cantey and seconded by Councilmember Saunders to approve an agreement to amend restrictive covenants governing the Brenham Oaks Apartments, L.P. to secure financing insured by the U.S. Department of Housing and Urban Development, approve of an Agreement concerning the City's release from said Restrictive Covenants, and authorize the Mayor to execute any necessary documentation.

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

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

14. Discussion and Update on the City of Brenham's COVID-19 (Coronavirus) Response and Recovery Efforts

City Manager James Fisher reported on the following:

- Number of COVID cases are going down
- City Hall will begin opening from 11:00 a.m. to 4:00 p.m. next week. Hoping to return to normal hours in September.

15. Administrative/Elected Officials Report

City Manager James Fisher reported on the following:

- Guns and Hoses Blood Drive starts tomorrow.
- BISD returns to school next week.

Councilmember Herring thanked the Street Department for their work on the streets in downtown.

The meeting was adjourned.

____

Milton Y. Tate, Jr.
Mayor

____

Jeana Bellinger, TRMC, CMC
City Secretary

Brenham City Council Minutes

A special budget workshop meeting of the Brenham City Council was held on September 3, 2020 beginning at 11:30 a.m. in the Brenham City Hall, 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 Albert Wright
Councilmember Clint Kolby
Councilmember Adonna Saunders

Members absent:

None.

Others present:

City Manager James Fisher, Assistant City Manager – Chief Financial Officer Carolyn Miller, Assistant City Manager - Public Services/Utilities Donald Reese, City Attorney Cary Bovey, Strategic Budget Officer Debbie Gaffey, and City Secretary – Director of Administrative Services Jeana Bellinger

Citizens present:

None

Media Present:

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

1. Call Meeting to Order

2. Fiscal Year 2019-20 Budget Discussion and Update

City Manager James Fisher presented the Council with the following information related to COVID-19’s impact on the FY2019-20 budget:

<u>Beginning of COVID-19</u>

- Projected revenue shortfall of $1 Million due to:
  - Lower sales tax due to business closures, restaurant closures and cancelled events; and
  - Other lower revenues due to closure of City cultural and recreation centers
- Response was $1 Million reduction in expenses by:
  - Hiring freeze
  - 1-week employee furloughs
  - Reduction in part-time positions
  - Travel-ban for conferences
  - Deferred vehicle replacement purchases
- Deficit of $40,000 created
  - 1 day of excess reserves approved by Council for community COVID relief programs

<u>Months into COVID-19</u>

- Projected revenue shortfall only $600,000 due to:
  - Improved sales tax, less retail leakage, more internet spending, home improvement spending, work/school at home spending, and stimulus check spending; and
  - Improved other revenues by re-opening City cultural and recreation centers and hosting sports tournaments.
- Response was $1.2 Million expense savings by:
  - Normal personnel attrition savings
  - Management actions completed
  - Additional savings from reduced costs from limited hours of City services
- Surplus reserves of more than $600,000 projected.

3. Fiscal Year 2020-21 Proposed Budget Discussion

City Manager James Fisher presented the Council with updated fund summary reports for the FY2020-21 budget. Fisher explained that the final budget summary shows a reduction in General Government expenditures of $361,690 due to normal personnel attrition savings.

Fisher stated that the FY20-21 budget will include appropriations of operating resources for 30 separate fund and authorizes $68.4 Million in expenditures.

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 September 3, 2020 beginning at 1:00 p.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members present:

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

Members absent:

None

Others present:

City Manager James Fisher, City Attorney Cary Bovey, City Secretary – Director of Administrative Services Jeana Bellinger, Assistant City Manager – Chief Financial Officer Carolyn Miller, Assistant City Manager - Public Services/Utilities Donald Reese, Fire Chief Ricky Boeker, Police Chief Ron Parker, Director of Public Works Dane Rau and Kim Hodde.

Citizens present:

Cindy Nash, Kelly Hajek and Cole Christian.

Media Present:

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

1. Call Meeting to Order

2. Invocation and Pledges to the US and Texas Flags – Councilmember Cantey

3. Proclamation – Washington County READ

- *Getting Life* by Michael Morton

4. Citizens Comments

There were no citizens comments.

CONSENT AGENDA

5. Statutory Consent Agenda

5-a. Minutes from the August 13, 2020 Special Workshop Meeting

5-b. Approve Change Order No. 3 and Final Payment in the Amount of $29,345.00 to Gulf States Protective Coatings, Inc. Related to the 2016 Surface Water Treatment Plant Protective Coatings Rehabilitation and Authorize the Mayor to Execute Any Necessary Documentation

5-c. Approve a Noise Variance in Connection with the 2020 Downtown Summer Concert Series (Hot Nights, Cool Tunes) to be Held from 7:00 p.m. to 10:00 p.m. on October 10, 16, 17 and 24, 2020

5-d. Approve the Purchase of Materials in the Amount of $68,122.00, for the Copper Conductor Replacement from Techline, Inc. Through the Lower Colorado River Authority (LCRA) Materials Program and Authorize the Mayor to Execute Any Necessary Documentation

5-e. Approve a One Year Contract Extension with Kustom Klean Janitorial Services in Accordance with Bid No. 17-011 for Janitorial Services for Various City Facilities, Including the Addition of the Street Department Building, and Authorize the Mayor to Execute Any Necessary Documentation

5-f. Approve Resolution No. R-20-027 Authorizing the Acceptance of TxDOT's Selective Traffic Enforcement Program (STEP) Comprehensive Grant for Traffic Enforcement October 1, 2020 through September 30, 2021

5-g. Approve the Selection of Ashley Wayman to the 2020 TML Health Benefits Pool Board of Trustees for TML Region 10 and Authorize the Mayor to Execute Any Necessary Documentation

5-h. Approve the Selection of Robert Herrerra (Place 1), John Fullen (Place 2), Jeffrey Snyder (Place 3) and Kimberly Meismer (Place 4) for TML Intergovernmental Risk Pool Board of Trustees and Authorize the Mayor to Execute Any Necessary Documentation

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

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

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

PUBLIC HEARING

6. Proposed Budget for Fiscal Year Beginning October 1, 2020 and Ending September 30, 2021

- **This budget will raise more total property taxes than last year's budget by an estimated $179,536 (2.44%), and of that amount $69,774 is tax revenue to be raised from estimated new property added to the tax roll this year**

Mayor Tate opened the Public Hearing.

City Manager James Fisher presented this item. Fisher reported that the FY2020-21 proposed budget for the City of Brenham includes appropriations of operating resources for 30 separate funds and authorizes $68.4 million in expenditures. Fisher said there has been one modification to the FY2020-21 proposed budget since the last time it was discussed with Council. A modification was made to the General Fund which is the City's main operating fund. Staff originally presented an operating budget requiring the use of $361,690 from reserves to balance the budget. The proposed budget is balanced without the use of reserves. Fisher noted that the proposed budget includes a personnel attrition factor which recognizes budget savings normally incurred from employee turnover.

There were no citizen comments. Mayor Tate closed the Public Hearing.

REGULAR SESSION

7. Discuss and Possibly Act Upon an Ordinance on Its First Reading Adopting the Budget for Fiscal Year Beginning October 1, 2020 and Ending September 30, 2021

City Manager James Fisher presented this item. Fisher said the proposed FY2020-21 budget has been developed in compliance with the property tax code, local government code, and City Charter. Fisher said the proposed budget includes appropriations of operating resources for 30 separate funds and authorizes $68.4 million in expenditures. The proposed budget is on the City's website and on file with the City Secretary. Fisher noted this item is the first reading of the Ordinance to adopt the proposed FY2020-21 budget.

A motion was made by Councilmember Herring and seconded by Councilmember Cantey to approve an Ordinance on its first reading adopting the budget for Fiscal Year beginning October 1, 2020 and ending September 30, 2021.

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 Keith Herring	Yes
Councilmember Clint Kolby	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

8. Discuss and Possibly Act Upon Ratification of the Property Tax Increase Reflected in the Proposed Budget for Fiscal Year Beginning October 1, 2020 and Ending September 30, 2021, which Raises More Revenue from Property Taxes than the Previous Year's Budget

City Manager James Fisher presented this item. Fisher said that in compliance with Local Government Code, if a municipal budget raises more property taxes than in the previous year's budget, City Council must formally ratify a property tax increase. Although the City is proposing to lower the property tax rate from $0.5140 to $0.5040 in the FY2020-21 budget, due to new properties added to the tax roll and an increase in existing property valuations, the FY2020-21 budget will raise more total property taxes than last year's budget. For FY2020-21, the City estimates an increase of $179,536 (2.44%) in property tax revenue, and of that amount, $69,774 is tax revenue to be raised from new property added to the tax roll. Fisher explained that a vote must be taken to ratify the property tax increase reflected in the budget. This vote is in addition to and separate from the vote to adopt the budget or a vote to set the tax rate.

A motion was made by Councilmember Cantey and seconded by Councilmember Kolby to ratify the property tax increase reflected in the proposed budget for the fiscal year beginning October 1, 2020 and ending September 30, 2021, which raises more revenue from property taxes than the previous year's budget.

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

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

9. Discuss and Possibly Act Upon an Ordinance on Its First Reading Levying Property Taxes for the Tax Year 2020 for the City of Brenham at $0.5040 per $100 Valuation

City Manager James Fisher presented this item. Fisher said the proposed FY2020-21 budget includes a tax rate of $0.5040 per $100 valuation which has two components: Maintenance and operations (M&O) and interest and sinking (I&S). The proposed tax rate of $0.5040 will allocate $0.3200 to the General Fund for maintenance and operations and, the balance of $0.1840 to the Debt Service Fund for interest and sinking. The City has complied with all the notices and publications as required by the Tax Code.

A motion was made by Councilmember Kolby and seconded by Councilmember Cantey to approve an ordinance on its first reading levying taxes for the Tax Year 2020 for the City of Brenham at $0.5040 per $100 valuation.

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 Keith Herring	Yes
Councilmember Clint Kolby	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

10. Discuss and Possibly Act Upon Resolution No. R-20-026 Adopting a Grant Management Policy for the City of Brenham

City Manager James Fisher presented this item. Fisher explained that Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) requires that the City have written policies, procedures and standards of conduct for federal awards. The proposed Grant Management Policy satisfies this requirement and provides guidance for the City to follow for all grants (local, state and federal), and provides more specific guidelines to be followed for federal grants.

A motion was made by Councilmember Kolby and seconded by Councilmember Saunders to approve Resolution No. 20-026 adopting a Grant Management Policy for the City of Brenham.

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

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

11. Discuss and Possibly Act Upon the Award of Bid for Project No. 2019-03 Related to the 2020 Salem Road Street Improvements and Authorize the Mayor to Execute Any Necessary Documentation

City Manager James Fisher presented this item. Fisher explained that on August 18, 2020, Strand Associates and City staff opened bids regarding Salem Road improvements. There were six bids received and bids were very competitive. The scope of work involves taking this road from asphalt to concrete, widening, storm sewer addition, curb and gutter, and striping. It will also involve making a better transition when exiting or entering Salem Rd from Hwy 36 South.

Fisher stated that Larry Young Paving, Inc. submitted the lowest bid at $1,284,372.50 and the projected budget for this project was $1.4 million dollars with $185,000 of that used for engineering services. Larry Young Paving has a reputable background and most recently completed the Phase 2 road improvements in Vintage Farms for Stylecraft.

A motion was made by Councilmember Herring and seconded by Councilmember Saunders to award Project No. 2019-03 to Larry Young Paving, Inc. in the amount of $1,284,372.50 for the 2020 Salem Road Street Improvements and authorize the Mayor to execute any necessary documentation.

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

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

12. Discuss and Possibly Act Upon the Approval of the Routine Airport Maintenance Program (RAMP) Grant Agreement No. M2117BREN with TxDOT for FY2021 and Authorize the Mayor to Execute Any Necessary Documentation

City Manager James Fisher presented this item. Fisher stated that this item is consideration of the City's annual grant agreement with TxDOT for participation in the Routine Airport Maintenance Program (RAMP) for September 1, 2020 through August 31, 2021. Fisher said this agreement allows the City to be reimbursed for 50% of the cost of monthly AWOS monitoring (AviMet Data Link connection fees and continued scheduled maintenance), annual AWOS maintenance contract, as well as 50% of the cost of replacement lamps for the airport lighting system, herbicides, general maintenance, and a contingency for emergency repairs.

Fisher advised Council that the maximum for the grant is $100,000 total (50/50 match) for the fiscal year. The City has budgeted funds of $50,000 and with TxDOT's $50,000 match, this will enable the City to do $100,000 worth of maintenance at half the cost to the City.

A motion was made by Councilmember Cantey and seconded by Mayor Pro Tem Ebel to approve the Routine Airport Maintenance Program Grant Agreement No. M2117BREN with TxDOT for FY2021 and authorize the Mayor to execute any necessary documentation.

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

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

13. Discussion and Update on the City of Brenham's COVID-19 (Coronavirus) Response and Recovery Efforts

City Manager James Fisher advised the Council that there was no new information to report at this time. Fisher stated that things are slowly returning to normal.

14. Administrative/Elected Officials Report

City Manager James Fisher reported on the following:

- Airport runway bump project is still on-going
- TML Conference will be held virtually this year due to COVID

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

City of BRENHAM

Regular City Council
AGENDA ITEM 5-B.

Agenda Item: **Award ITB No. 20-010 Related to the Sale of Surplus Property to MC Property Holdings, LLC and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Type: Regular Meeting-September 17, 2020

Department: Purchasing

Staff Contact: Jeana Bellinger

Classification:

SUMMARY STATEMENT:

The City opened bids for the sale of 0.145 acres (6,325 sq. ft) of land off Sycamore Street on Monday, August 24, 2020. The bid documents established a minimum bid amount of $9,420.00 which was based on the Washington County Appraisal District's value. The City only received one bid, from MC Property Holdings, LLC (a neighboring property owner) in the amount of $9,500.00.

As outlined in the bid, the Bidder is allowed thirty (30) calendar days to perform its due diligence relating to the Property and after the 30-day period, the City and Bidder can execute the sale documents and proceed with setting a closing date.

It is the intent of MC Property Holdings to waive the 30-day due diligence period and the City should have something in writing from the Bidder prior to the Council meeting. If for some reason, the Bidder does not provide the written waiver, the 30-day period will end on September 24, 2020 and the sale/purchase documents will be completed at that time.

ATTACHMENTS:

(1) ITB 20-010 Bid Form
(2) ITB 20-010 Survey

RELEVANCE TO COMPREHENSIVE PLAN:

Economic Outlook GP1: Ensuring growth is managed in a way that adds value to the City, while also strengthening existing neighborhoods.

RECOMMENDED ACTION:

Award ITB No. 20-010 for the sale of 0.145 acres of surplus property to MC Property Holdings, LLC. in the amount of $9,500.00 and authorize the Mayor to execute any necessary documentation.

Sale of Surplus Land

Bid Form

ITB No: **20-010**
Bid Opening: **2:00 P.M. (CST), Monday, August 24, 2020**
Bid Title: **Sale of Surplus Land**

Submit to: Office of the City Secretary
City of Brenham
200 W. Vulcan St., Suite 203
Brenham, TX 77833

PO Box 1059
Brenham, Texas 77834-1059

Bid Documents: Sealed bids must be submitted on this form only. **Bidders are required to submit one (1) original and one (1) copy. Bidder must return the entire original bid document with bid.**

Bid **MUST** be signed by an authorized representative of bidder. Original signature required.

****

Offer to purchase land comprised of approximately 0.145 acres (6,325 sq. ft), as further specified in the ITB.

Total Land Price $ 9,500.00

Notes and/or comments: (additional sheets may be added as needed):

Name of Bidder: MC Property Holdings, LLC
(please print)

Authorized Signature:

Address: 1330 S. Berlin
Brenham, TX 77833

Phone No: 281 914 9416

Email: darachilds@yahoo.com

Rec'd 8/24/2020 @ 11:52am.

ORIGINAL

PROPOSAL SUBMISSION AUTHORIZATION

- An authorized representative must sign bids, with the Proposer's address, telephone and email information provided. Unsigned proposals may not be considered.
- If the proposal is made by an individual, the name, mailing address and signature of the individual must be shown.
- If the proposal is made by a firm or partnership, the name and mailing address of the firm or partnership and the signature of at least one of the general partners must be shown.
- If the proposal is made by a corporation, the name and mailing address of the corporation and the signature and title of the person who signs on behalf of the corporation must be shown.
- The CITY reserves the right to request documentation showing the authority of the individual signing the proposal to execute contracts on behalf of anyone, or any corporation, other than himself/herself. Refusal to provide such information upon request may cause the proposal to be rejected as non-responsive.

The undersigned certifies that the information provided above is a true representation of its company's qualifications and agrees to comply with these assurances following award of the RFP and during the performance of the Lease Agreement, once executed.

Signature: ______________________

Printed Name: DARA Childs

Title: Owner Date: 8/17/20

HODDE & HODDE
LAND SURVEYING, INC.
Professional Land Surveying and Engineering
613 E. Blue Bell Road
Brenham, Texas 77833-2411

OFFICE PHONE: (979) 836-5681
FAX: (979) 836-5683
www.hoddesurveying.com
TBPE&LS SURVEY FIRM REG. NO. 10018800
TBPE&LS ENGINEERING FIRM REG. NO. F-18046

W. O. No. 7551

Exhibit "A"

THE STATE OF TEXAS

COUNTY OF WASHINGTON

SURVEYOR'S LEGAL DESCRIPTION

0.145 ACRE

All that certain tract or parcel of land, lying and being situated in the City of Brenham, Washington County, Texas, part of the A. Harrington Survey, A-55, being a resurvey of Reserve #1 (called 0.1452 acre) of the L.D. Brown Subdivision, a map or plat of said subdivision being of record in Plat Cabinet File Slide No. 182A, in the Plat Records of Washington County, Texas or being part of the same land conveyed in the deed from Lervenia Black to Urban Renewal Agency of the City of Brenham, dated February 21, 1980, as recorded in Volume 389, Page 392, in the Deed Records of Washington County, Texas, and being more fully described by metes and bounds as follows, To-Wit:

BEGINNING at a 3/8 inch iron rod found on a North margin of Sycamore Street for the Southeast corner hereof and of said Reserve #1, being the Southwest corner of the Bessie Younger, et al tract, as conveyed in Volume 436, Page 547, in the Official Records of Washington County, Texas, being part of Lot 40 of Beckers Sub-Division of Lot No. 22 of the Davidson Addition to Brenham, Texas, a map or plat of said subdivision being of record in Plat Cabinet File Slide No. 5A, in said Plat Records of Washington County, Texas;

THENCE along a North margin of said Sycamore Street for the South line hereof and of said Reserve #1, S 74°04'39" W 100.37 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) on a North margin of said Sycamore Street for the Southwest corner hereof and of said Reserve #1, being the Southeast corner of Lot 22 of said Beckers Sub-Division;

THENCE along the East line of said Lot 22 of said Beckers Sub-Division, being along a portion of the East line of Lot 24 of said Beckers Sub-Division for the West line hereof and of said Reserve #1, N 12°58'01" W 64.16 feet to a 3/8 inch iron rod found on the East line of said Lot 24 of said Beckers Sub-Division for the Northwest corner hereof and of said Reserve #1, being the apparent Southwest corner of a Bessie Younger, et al tract (per Washington County Appraisal District), being a portion of Live Oak Street (undeveloped);

HODDE & HODDE
LAND SURVEYING, INC.
Professional Land Surveying and Engineering
613 E. Blue Bell Road
Brenham, Texas 77833-2411

OFFICE PHONE: (979) 836-5681
FAX: (979) 836-5683
www.hoddesurveying.com
TBPE&LS SURVEY FIRM REG. NO. 10018800
TBPE&LS ENGINEERING FIRM REG. NO. F-18046

THENCE along an apparent South line of said Younger tract, being a portion of Live Oak Street (undeveloped) for the North line hereof and of said Reserve #1, being along a South line of said Younger tract, Volume 436, Page 547, in part, N 74°07'09" E 96.51 feet to a 1/2 inch iron pipe found for the Northeast corner hereof and of said Reserve #1, being an interior corner of said Younger tract, Volume 436, Page 547, a 1 inch pipe found bears N 80°32'59" E 1.58 feet;

THENCE along a West line of said Younger tract, Volume 436, Page 547 for the East line hereof and of said Reserve #1, S 16°24'54" E 64.01 feet to the Place of Beginning and containing 0.145 acre of land.

The bearings stated herein are relative to True North as obtained by GPS Observations, observed at Latitude: 30°10'40.48" N – Longitude: 96°23'38.95" W (WGS-84).

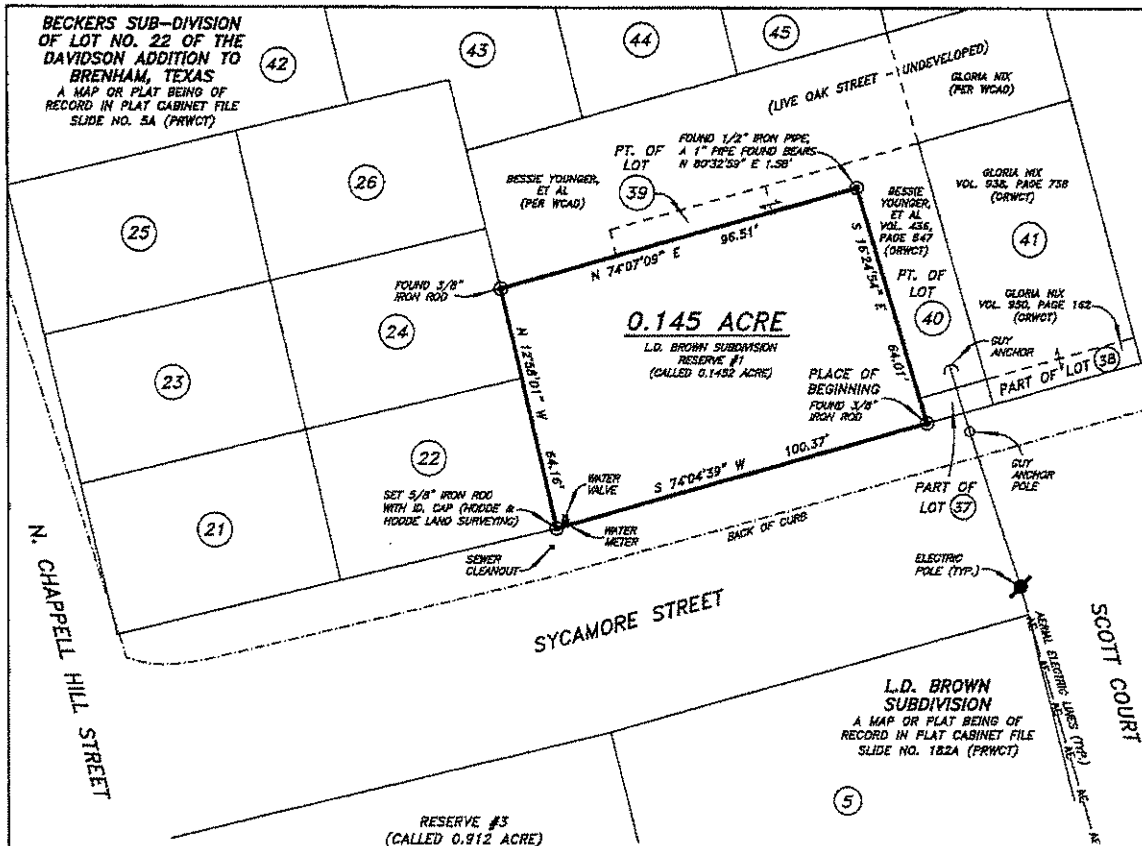
There was a separate survey map prepared in conjunction with this metes and bounds description.

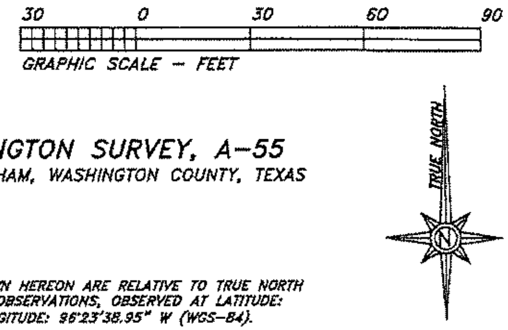
I, Jon E. Hodde, Registered Professional Land Surveyor No. 5197 of the State of Texas, do hereby certify that the foregoing legal description describing 0.145 acre of land is true and correct in accordance with an actual survey made on the ground under my personal direction and supervision.

Dated this the 15th day of June, 2020, A. D.

Jon E. Hodde
Registered Professional
Land Surveyor No. 5197

STATE OF TEXAS
REGISTERED
JON E. HODDE
5197
PROFESSIONAL
LAND SURVEYOR





SCALE: 1" = 30'

A. HARRINGTON SURVEY, A-55

CITY OF BRENHAM, WASHINGTON COUNTY, TEXAS

NOTES:

1. THE BEARINGS SHOWN HEREON ARE RELATIVE TO TRUE NORTH AS OBTAINED BY GPS OBSERVATIONS, OBSERVED AT LATITUDE: 30°10'40.48" N - LONGITUDE: 96°23'38.95" W (WGS-84).

2. NO PART OF THE SUBJECT PROPERTY LIES WITHIN THE SPECIAL FLOOD HAZARD AREA ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) AS COMPILED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM, MAP NUMBER 48477C0295C, EFFECTIVE DATE AUGUST 16, 2011, CITY OF BRENHAM, WASHINGTON COUNTY, TEXAS.

3. SUBJECT TO EASEMENTS, CONDITIONS, COVENANTS, BUILDING LINES AND RESTRICTIONS APPLICABLE TO CITY OF BRENHAM, TEXAS AND/OR L.D. BROWN SUBDIVISION, OR AS STATED OR SHOWN HEREON, AND ANY OF RECORD WHICH MAY BE APPLICABLE.

4. A CURRENT TITLE COMMITMENT OR REPORT WAS NOT AVAILABLE OR PROVIDED TO THE UNDERSIGNED SURVEYOR AS OF THE DATE OF THIS SURVEY AND THE UNDERSIGNED SURVEYOR DID NOT ABSTRACT THE SUBJECT PROPERTY.

5. THERE WAS A SEPARATE METES AND BOUNDS DESCRIPTION PREPARED JUNE 15, 2020 FOR THE SUBJECT 0.145 ACRE TRACT.

6. (DRWCT) DENOTES DEED RECORDS OF WASHINGTON COUNTY, TEXAS.
(ORWCT) DENOTES OFFICIAL RECORDS OF WASHINGTON COUNTY, TEXAS.
(PRWCT) DENOTES PLAT RECORDS OF WASHINGTON COUNTY, TEXAS.
(WCAD) DENOTES WASHINGTON COUNTY APPRAISAL DISTRICT.

CERTIFICATION

THE STATE OF TEXAS

COUNTY OF WASHINGTON

I, JON E. HODDE, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 5197 OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS MAP SHOWING A SURVEY OF 0.145 ACRE OF LAND IS TRUE AND CORRECT IN ACCORDANCE WITH AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY PERSONAL DIRECTION AND SUPERVISION.

DATED THIS THE 3RD DAY OF OCTOBER, 2019, A.D.
REVISED JUNE 15, 2020 TO PREPARE/
REFLECT FIELD NOTES.

STATE OF TEXAS · REGISTERED · JON E. HODDE · 5197 · PROFESSIONAL · LAND SURVEYOR

JON E. HODDE
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5197
HODDE & HODDE LAND SURVEYING, INC.
613 EAST BLUE BELL ROAD
BRENHAM, TEXAS 77833
(979)-836-5681
TEXAS FIRM REGISTRATION NO. 10018800

SURVEY MAP

SHOWING A SURVEY OF 0.145 ACRE OF LAND, LYING AND BEING SITUATED IN THE CITY OF BRENHAM, WASHINGTON COUNTY, TEXAS, PART OF THE A. HARRINGTON SURVEY, A-55, BEING A RESURVEY OF RESERVE #1 (CALLED 0.1452 ACRE) OF THE L.D. BROWN SUBDIVISION, A MAP OR PLAT OF SAID SUBDIVISION BEING OF RECORD IN PLAT CABINET FILE SLIDE NO. 182A, IN THE PLAT RECORDS OF WASHINGTON COUNTY, TEXAS OR BEING PART OF THE SAME LAND CONVEYED IN THE DEED FROM LERVENIA BLACK TO URBAN RENEWAL AGENCY OF THE CITY OF BRENHAM, DATED FEBRUARY 21, 1980, AS RECORDED IN VOLUME 389, PAGE 392, IN THE DEED RECORDS OF WASHINGTON COUNTY, TEXAS.

W. O. NO. 7551 (CAMPTOWN CEM ASSOC 7039.DWG/MVIEW)
REF: CAMPTOWN CEM ASSOC 7039.SURVEY)

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

Regular City Council
AGENDA ITEM 5-C.

Agenda Item: **Approve a Three-Year Contract with UBEO East Texas, Inc. for Service, Maintenance and Supplies for Office Automation Equipment and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Type: Regular Meeting-September 17, 2020

Department: Purchasing

Staff Contact: Kyle Branham

Classification: Consent

SUMMARY STATEMENT:

The current contract with UBEO of East Texas, Inc. that was taken over by the City from the Chamber of Commerce is set to expire at the end of 2020. UBEO of East Texas, Inc. has proposed a new contract at an annual cost of $4,260.00. The new proposal has adjusted the number of copies per month to better reflect a more accurate usage at this facility. By switching to the new contract the City would have an annual savings of $562.44. Included along with the new machine are all parts, labor, preventive maintenance and supplies (excluding paper and staples).

ATTACHMENTS:

None

RELEVANCE TO COMPREHENSIVE PLAN:

GC3: Provides for the long-term financial sustainability of the City.

RECOMMENDED ACTION:

Approve a 3 year contract with UBEO of East Texas, INC to provide printer/copier services for the Barnhill Center at total contract cost of $12,780.00 and authorize the Mayor to sign any necessary documentation.

City of BRENHAM

Regular City Council
AGENDA ITEM 5-D.

Agenda Item: **Approve a Contract Between the City of Brenham and the Texas State Library and Archives Commission for the Acceptance of $24,258.00 from the TSLAC CARES - Cycle 1 Grant Program (CAR1-21024) and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Type: Regular Meeting-September 17, 2020

Department: Library

Staff Contact: Andria Heiges

Classification:

SUMMARY STATEMENT:

The Texas State Library and Archives Commission (TSLAC) is administering grants through the CARES act funded by the Institute of Museum and Library Services (IMLS). The Nancy Carol Roberts Memorial Library has been awarded up to $24,258 to fund the Connect, Cultivate, Contribute Project. This project will allow the Library to offer innovative solutions that would provide connectivity and support services to meet the many needs of our diverse community, helping us work toward digital equity. Funds would allow the purchase of:

(1) A distance learning bundle from a company called Kajeet, which would include a combination of LTE Chromebooks, hotspots with different providers, a data plan, and a Chromebook management console license so that devices could be managed by the Library.

(2) A mobile whiteboard (Vibe brand) allowing remote users to participate in a whiteboarding session as though they were in the room. The mobile board would also allow flexibility in class locations inside the Library, allowing a few people to attend the class in person, with a combination of remote attendees.

(3) A learning subscription to Brainfuse which provides live tutoring sessions and career coaching

(4) A redesign of the Library website to highlight e-resources and tutorials.

The Library has until September of 2021 to spend the funds and no matching funds are required.

ATTACHMENTS:

(1) Proxy Authorization Letter
(2) Awards Letter
(3) TSLAC Contract CAR1-21024

RELEVANCE TO COMPREHENSIVE PLAN:

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

RECOMMENDED ACTION:

Approve a contract between the City of Brenham and the Texas State Library and Archives Commission for the acceptance of $24,258.00 from the TSLAC CARES - Cycle 1 Grant Program (CAR1-21024) and authorize the Mayor to execute any necessary documentation.

NANCY CAROL ROBERTS MEMORIAL LIBRARY
100 Martin Luther King Jr. Pkwy
Brenham, TX 77833
Phone: (979) 337-7201 | Fax: (979) 337-7209 | cityofbrenham.org/library

September 17, 2020

Erica McCormick, Grants Administrator
Library Development & Networking Division
Texas State Library and Archives Commission

Dear Ms McCormick:

I hereby authorize, Andria Heiges, Librarian, to sign the required financial certifications on behalf of the City of Brenham and the Nancy Carol Roberts Memorial Library for its 2020 TSLAC CARES Grant Program Cycle 1 sub-award.

Sincerely,

Mayor
City of Brenham
200 W. Vulcan St.
Brenham, TX 77833

Official Award Notification for Competitive Grants

State Fiscal Year 2020

Subrecipient Information

City of Brenham, Nancy Carol Roberts Memorial Library
100 Martin Luther King Jr Pkwy
Brenham, TX 77833-3107
DUNS No.: 939864294

Project Manager: Andria Heiges, AHeiges@cityofbrenham.org
Library Director: Andria Heiges, AHeiges@cityofbrenham.org

Basic Award Information	
Awarding Agency:	Texas State Library & Archives Commission
Grant Program:	Competitive — TSLAC Cares - Cycle 1
State Award Date:	July 20, 2020
Grant Number:	CAR1-21024
Grant Period Start Date:	April 21, 2020
Grant Period End Date:	August 31, 2021
Source of funds:	Federal — Institute of Museum and Library Services (IMLS)
CFDA No. & Name:	45.310 — Grants to States
Federal Award Identification Number (FAIN):	LS-246561-OLS-20
Federal Award Date:	April 21, 2020
Amount of Federal Funds Obligated by this Action:	$ 24,258.00
Total Amount of Federal Funds Obligated:	$ 24,258.00
Total Amount of Award:	**$ 24,258.00**
Indirect Cost Rate:	0.000
Funding Type:	Reimbursement

Basic Award Information

1. This grant award is governed by the approved grant application and signed grant contract. Subrecipient shall provide services as outlined in the approved grant application (TSLAC CARES Grant Program – Cycle 1) as approved by TSLAC. Grant funds must be used to meet TSLAC and Federal goals. The Subrecipient must report information relating to best practices and performance outcomes as designated in the TSLAC grant contract. The approved grant application submitted by Subrecipient is incorporated into the contract as if fully set forth therein. In the event of any conflict between the grant application and the contract, the contract shall prevail.
2. Grant support is provided under the following state and federal rules as applicable:
   a. TSLAC CARES Grant Program Guidelines – Cycle 1;
   b. General Grant Guidelines, Texas Administrative Code, Title 13, Part 1, Chapter 2, Subchapter C, Division 1, Rules 2.110–2.119;
   c. Texas Uniform Grants Management Standards (UGMS) *(https://comptroller.texas.gov/purchasing/docs/ugms.pdf);* and
   d. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR §200 and §3187 (Supercircular)) *(https://federalregister.gov/a/2013-30465)*.
3. The Subrecipient's grant-related staff must attend all TSLAC grant management training as applicable to their grant duties.
4. The Subrecipient's authorizing official must sign and return the required grant contract to indicate acceptance of the award and compliance with the statutory and regulatory requirements before any funds will be reimbursed.

Performance Goals:

Subrecipient is to report on grant performance as designated and scheduled in the TSLAC grant contract.

TSLAC Contact Information

Questions or concerns about programmatic issues, budget and/or program revisions, performance reports, and equipment/property should be directed to:

Bethany Wilson, Grants Administrator
E-mail: grants@tsl.texas.gov

Questions or documentation relating to requests for funds, payments, and financial status should be directed to:

Arturo Villarreal, Grants Accountant
E-mail: grants.accounting@tsl.texas.gov

TSLAC Authorized Official Signature Jennifer Peters	Jennifer Peters, Division Director Library Development and Networking August 3, 2020

TEXAS STATE LIBRARY & ARCHIVES COMMISSION
TSLAC CARES – CYCLE 1 GRANT PROGRAM

Grant Number: CAR1-21024

I. CONTRACTING PARTIES

Grantor: Texas State Library and Archives Commission (TSLAC)

Subrecipient: City of Brenham, Nancy Carol Roberts Memorial Library
100 Martin Luther King Jr Pkwy
Brenham, TX 77833-3107

DUNS No.: 939864294

II. TERM OF GRANT

April 21, 2020, through August 31, 2021

III. STATEMENT OF SERVICES TO BE PERFORMED

Subrecipient shall provide services as outlined in the approved grant application (TSLAC CARES Grant Program – Cycle 1) as approved by TSLAC. Grant funds must be used to meet TSLAC and Federal goals. The Subrecipient must report information relating to best practices and performance outcomes during the period of this contract. The approved grant application submitted by Subrecipient is incorporated into this contract as if fully set forth herein. In the event of any conflict between the grant application and this contract, this contract shall prevail.

IV. GRANT AMOUNTS AND DISBURSEMENT REQUIREMENTS

A. The total amount of the grant shall not exceed: $24,258.00. Indirect costs, as included in the total amount awarded, shall not exceed 0.000 or $0.00 as indicated in the budget below.

B. Source of funds:

Institute of Museum and Library Services (IMLS)

CFDA Name: Grants to States CFDA #: 45.310

Federal Award Identification #: LS-246561-OLS-20; Federal Award Date: April 21, 2020

C. The Subrecipient is restricted to one of two methods for requesting funds from TSLAC. The Subrecipient may request <u>reimbursement of actual and allowable expenditures</u> for the Subrecipient's normal billing cycle, or <u>advance payment</u> for estimated and allowable expenditures to be incurred in the 30-day period following the request. Only Subrecipients providing documentation to demonstrate a lack of sufficient working capital and the ability to minimize the time elapsing between transfer of funds from TSLAC and disbursement of grant funds will be allowed to request advance payments.

D. The Subrecipient must request payments from TSLAC using TSLAC's Request for Funds form (RFF) via TSLAC's online Grant Management System (GMS), located at https://grants.tsl.texas.gov. Requests may be submitted to TSLAC no more often than once every 30 days, and no less often than once per quarter. Funds will be processed and paid to the Subrecipient provided TSLAC has received a fully executed contract, and Subrecipient has fulfilled all reporting and training requirements for current and preceding contracts and submitted supporting documentation with the RFF.

E. When submitting an RFF for reimbursement, the Subrecipient must provide TSLAC with supporting documentation, such as receipts, paid invoices, time sheets, and/or pay stubs to support the amount requested before payment will be processed.

F. The Subrecipient <u>may not obligate or encumber</u> grant funds after **July 31, 2021**. Subrecipient must submit the final request for reimbursement no later than **August 1, 2021**. All supporting documentation must be submitted no later than **August 31, 2021.**

G. If the Subrecipient does not expend funds on a regular basis and/or provide notice relating to unexpended funds by **May 31, 2021,** TSLAC reserves the right to act as necessary to reduce any unexpended balances, including reducing the grant amount specified in Section IV. A. above.

H. Interest earned in excess of $500 on advanced funds must be returned to TSLAC per requirements in the State of Texas Uniform Grant Management Standards (UGMS). All unexpended grant funds must be returned to TSLAC per requirements in UGMS.

I. Per the approved grant application, funds are authorized according to the following budget:

Travel	$ 0.00
Equipment	$ 0.00
Supplies/Materials	$14,258.00
Services	$10,000.00
Consultant Fees	$ 0.00
Indirect Costs	$ 0.00
Total	$24,258.00

V. REQUEST FOR FISCAL AND PROGRAMMATIC CHANGES

If the Subrecipient anticipates a need for a budget or program revision, Subrecipient must notify TSLAC and, if approved by TSLAC, request a budget and/or program revision for fiscal and/or programmatic changes as outlined in this Section. Subrecipient must submit a change request for budget and/or program revisions electronically on TSLAC's GMS. Under no condition may a Subrecipient request to exceed the total grant amount. TSLAC must receive all change requests on or before **June 15, 2021**. Requests received after this date will generally be declined but may be considered on a case-by-case basis if extenuating circumstances exist. **Subrecipient must submit a budget and/or program change request to TSLAC before obligating or expending grant funds as follows:**

A. Fiscal changes require an approved Budget Revision under any of the following conditions:

1. Making cumulative transfers among budget cost categories or projects that are expected to exceed ten (10) percent of the total grant;
2. Transferring any funds into a budget cost category that currently equals zero ($0);
3. Expending any program income earned through the utilization of resources funded by this grant; or,
4. Changing the items listed in the approved budget categories if an item's cost or features are substantially different from what the approved grant application specifies, or from a previously approved fiscal or program revision.

B. Programmatic changes to the approved grant application require an approved Program Revision under any of the following conditions:

1. Obtaining the services of a third party to perform activities that are central to the purposes of the grant; or,
2. Changing the scope or objectives of the approved program, regardless of whether there is an associated budget revision. A change in scope is a substantive difference in the approach or method used to reach program objectives.

VI. EQUIPMENT AND PROPERTY REQUIREMENTS

A. If conditions described in Section V.A.1. are met, any fiscal change to items listed in the Equipment budget category specified in Section IV. I. of this contract will require an approved Budget Revision before making the change. A fiscal change includes a change in the cost of the equipment and/or property, and any cost necessary to put the item into service, including, but not limited to, the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make the item usable for the purpose for which it is acquired. Ancillary charges such as taxes, duty, protective in-transit insurance, freight, and installation should be included in or excluded from the expenditure cost in accordance with the Subrecipient's regular accounting practices and Generally Accepted Accounting Practices (GAAP). TSLAC will not advise Subrecipient on ancillary charges.

B. The Subrecipient will comply with UGMS Part III, Subpart C, Sec. 32 (d)(3) requiring certain items of equipment to be maintained on inventory if the item's cost is between $500 and $1000.

C. Equipment costing $5,000 or more per unit requires approval before purchase. In those instances, TSLAC will secure approval from IMLS on behalf of the Subrecipient and inform Subrecipient of approval once received.

D. Subrecipient must furnish a statement to TSLAC certifying the governing entity's capitalization level with the signed grant contract. Subrecipient agrees to maintain records on all equipment/property with an acquisition cost above governing entity's capitalization level.

E. Subject to the obligations and conditions set forth in UGMS, title to equipment acquired under a grant will vest in the Subrecipient upon acquisition. Subrecipient must include any equipment/property acquired with grant funds in the required biennial property inventory and follow the UGMS requirement that the Subrecipient reconcile the equipment/property records with a physical inventory of the equipment/property every two years. This biennial inventory does not need to be submitted to TSLAC but must be maintained by the Subrecipient and will be subject to review and/or audit by TSLAC. When property is vested in the Subrecipient, Subrecipient will dispose of equipment/property in accordance with UGMS. When the Subrecipient has been given federally or state-owned equipment/property, Subrecipient will follow the guidance as set forth in UGMS.

VII. REPORTING REQUIREMENTS

The State Legislature has charged TSLAC with submitting performance measurement reports that specify the level of services provided by its programs and services. In accepting these grant funds, the Subrecipient acknowledges responsibility for performing certain services on behalf of TSLAC, as outlined in the approved grant application. Therefore, the Subrecipient is responsible for submitting periodic reports that reflect the Subrecipient's level of performance on these services to TSLAC. To comply with these requirements, the Subrecipient agrees to submit reports that are timely, accurate, auditable, and consistent with definitions.

A. The Subrecipient agrees to develop or revise, as necessary, any specific written documentation of its current procedures for (1) collecting and reporting performance measures; (2) conducting a fixed asset inventory; and/or, (3) any other issues identified in the Subrecipient's grant activities or internal audit. Drafts of this procedural documentation will be submitted to TSLAC by dates established mutually between TSLAC and Subrecipient. TSLAC will provide review and guidance to enable final versions to be approved on or before established deadlines.

B. The Subrecipient agrees to submit quarterly performance reports detailing grant-funded activities via TSLAC'S GMS on or before due dates listed in the following schedule. In the event that a due date falls on a weekend or state holiday, the respective report will be due on the next business day. Subrecipient agrees to submit Legislative Budget Board (LBB) measures, as defined by TSLAC, in the reports, and to work with agency staff in the development and reporting of Project outcomes. LBB measures may include the numbers of: a) books and other materials purchased with grant funds; b) persons provided grant-sponsored services; and/or c) library staff trained or assisted in order to carry out the grant-funded activities.

Reporting Period	Due Date
P1 (April 21, 2020-August 31, 2020)	**December 7, 2020**
P2 (September 1, 2020–February 28, 2021)	**March 7, 2021**
P3 (March 1, 2021–August 31, 2021)	**September 7, 2021**

C. The Subrecipient will ensure that all fiscal reports or vouchers requesting payment under this agreement will include a certification, signed by an official who is authorized to legally bind the Subrecipient, that the reports are true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. The Subrecipient acknowledges that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject the signing official to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise. (2 CFR §200.415(a))

D. The Subrecipient agrees to submit an audit certification form for each auditable period ending August 31, 2020, and August 31, 2021, to TSLAC **no later than December 31 of each year, respectively, or other deadlines as specified by TSLAC.**

E. If a single audit is required, the Subrecipient will comply with the Supercircular (2 CFR §200.512 Report Submission). The audit shall be completed and the required data collection form submitted to the Federal Audit Clearinghouse (FAC) within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a longer period is agreed to in advance by the state agency that provided the funding or a different period is specified in a program-specific audit guide.

F. TSLAC reserves the right to withhold final payment on this Grant until all required reports and forms are received.

VIII. GENERAL TERMS AND CONDITIONS

A. The Subrecipient will comply with the TSLAC CARES Grant Program Guidelines – Cycle 1.

B. The Subrecipient will comply with the Title 13, Part 1, Chapter 2, Subchapter C, Division 1, Rules 2.110–2.119 regarding General Grant Guidelines.

C. The Subrecipient will comply with all applicable federal and state laws and any other requirements relevant to the performance of Subrecipient under this contract, including the following rules and guidance as applicable:

1. Texas Uniform Grants Management Standards (UGMS) *(https://comptroller.texas.gov/purchasing/docs/ugms.pdf);* and
2. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR §200 and §3187 (Supercircular)) *(https://federalregister.gov/a/2013-30465)*.

D. The Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. Subrecipient understands that IMLS and TSLAC reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use the work for Federal or state government purposes, and to authorize others to do so. (2 CFR §200.315)

E. All publicity relating to the grant award must include acknowledgment of the Institute of Museum and Library Services (*www.imls.gov/recipients/imls_acknowledgement.aspx)* and the Texas State Library and Archives Commission. Publicity includes, but is not limited to press releases, media events, public events, displays in the benefiting library, announcements on the Subrecipient's website, and materials distributed through the grant project. The Subrecipient will provide TSLAC with one set of all public relations materials produced under this grant with the final quarterly performance report.

F. The Subrecipient will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) that prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and §§1685-1686), that prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), that prohibits discrimination on the basis of disability and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), that prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §523 and §527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and §290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) that may apply to the application.

G. The Subrecipient understands that acceptance of funds under this contract acts as acceptance of the authority of duly authorized representatives of TSLAC, IMLS, the Comptroller General of the United States, and the Texas State Auditor's Office, or any successor agencies, to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with said representatives in the conduct of the audit or investigation and agrees to provide access to all books, documents, papers, examinations, excerpts, transcripts, copies, and any other records necessary to conduct the audit and/or investigation. Subrecipient will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient, and the requirement to cooperate, is included in the contract for any sub-grant awarded.

H. The Subrecipient, *if a private entity*, will comply with Federal law pertaining to trafficking in persons. Subrecipient and its employees may not:

1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
2. Procure a commercial sex act during the period of time that the award is in effect; or
3. Use forced labor in the performance of the award or subawards under the award.

I. The Subrecipient agrees to maintain all financial and programmatic records, supporting documents, statistical records, and other records relating to this grant award for three years after the last State Program Report for the Texas LSTA 5-Year Plan 2018-2022 is submitted (anticipated date of submission is December 31, 2023). This means t**he Subrecipient must maintain all grant-related records through December 31, 2026. In addition, Subrecipients that operate as state agencies must comply with Texas Government Code, § 441.1855, relating to state agency contracting and the retention of all contract-related documents.**

In the event the Subrecipient or receiving entity ceases to exist, the Subrecipient will notify TSLAC in writing providing the name of the legal entity that will maintain the records and the location of the records.

J. This grant may be terminated by written notice and mutual agreement of both parties. The termination notice must be given no less than 30 days prior to the termination date. Where notice of termination is given, the Subrecipient shall:

1. Take immediate steps to bring the work or grant activities to a close in a prompt and orderly manner. Subrecipient will complete reporting requirements outlined in Section VII of this document and in a manner mutually agreed upon by both parties as part of the closeout process.
2. Reduce expenses to a minimum and not undertake any forward commitment. All contracted funds that are not spent, encumbered or obligated at the time of notice of termination shall revert back to TSLAC according to processes established in Section IV. H. of this document and according to a timeline mutually agreed upon by both parties.

K. Loss of all of Subrecipient's staff prior to the end of the grant period or the termination date, whichever is earlier, does not relieve the Subrecipient of its obligations to fulfill all terms and conditions of the grant with regard to reporting requirements, retention of records and requirements for disposition of equipment and supplies.

L. The parties agree that no provision of this contract is in any way intended to constitute a waiver by TSLAC or the State of Texas of any immunities from suit or from liability that TSLAC or the State of Texas may have by operation of law.

IX. ENFORCEMENT

A. Remedies for noncompliance. If a Subrecipient materially fails to comply with any term of the contract, whether stated in a state or federal statute or regulation, an assurance in a state plan or application, a notice of award, or elsewhere, TSLAC may take one or more of the following actions or impose other sanctions as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient, or more severe enforcement action by TSLAC;
2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current contract for the Subrecipient's program;
4. Withhold further awards for the program; or
5. Take other remedies that may be legally available.

B. Hearings, appeals. In taking an enforcement action, TSLAC will provide the Subrecipient an opportunity for such hearing, appeal, or other administrative proceeding to which the Subrecipient is entitled under any statute or regulation applicable to the action involved. Appeal/protest procedures are outlined in the Texas Administrative Code (TAC), Title 13, Part 1, Chapter 2, Subchapter A, Rule 2.55.

C. Effects of suspension and termination. Costs to Subrecipient resulting from obligations incurred by the Subrecipient during a suspension or after termination of an award are not allowable unless TSLAC expressly authorizes them in writing. Other Subrecipient costs incurred during suspension or after termination that are necessary and not reasonably avoidable are allowable if:

1. The costs relate to obligations that were properly incurred by the Subrecipient before the effective date of suspension or termination and were not incurred in anticipation of suspension or termination, and, in the case of a termination, the costs are noncancelable; and,
2. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

D. Relationship to Debarment and Suspension — The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under Executive Order 12549 (UGMS, Part III, Subpart C, Sec. 35) and state law.

X. CONTACTS AT TSLAC

Questions or concerns about programmatic issues, budget and/or program revisions, performance reports, and equipment/property should be directed to:

Bethany Wilson, Grants Administrator
Phone: 512-463-5527/ Fax: 512- 936-2306
E-mail: bwilson@tsl.texas.gov

Questions or documentation relating to requests for funds, payments, and financial status should be directed to:

Arturo Villarreal, Grants Accountant
Phone: 512-463-5472 / Fax: 512-475-0185
E-mail: grants.accounting@tsl.texas.gov

Questions or concerns about advance payments and other financial issues should be directed to:

Rebecca Cannon, Manager, Accounting and Grants
Phone: 512-463-6626 / Fax: 512-475-0185
E-mail: rcannon@tsl.texas.gov

Payments from Subrecipient to TSLAC, such as refunds and those for excess advanced funds or interest earned on advanced funds, should be mailed to the following address with an explanation of the purpose of the payment and the grant number:

Grants Accountant
Accounting and Grants Department
Texas State Library and Archives Commission
PO Box 12516
Austin, TX 78711-2516

XI. APPLICABLE AND GOVERNING LAW

A. The laws of the State of Texas shall govern this grant.

B. All duties of either party shall be legally performable in Texas. The applicable law for any legal disputes arising out of this contract shall be the law of (and all actions hereunder shall be brought in) the State of Texas, and the forum and venue for such disputes shall be Travis County, District Court.

C. This grant contract is subject to the availability of funds. TSLAC may reduce or terminate this grant contract when the availability of funding is reduced or eliminated.

XII. GRANT CERTIFICATIONS

A. TSLAC certifies that: (1) the services specified in the approved grant application and this contract are necessary and essential for activities that are properly within the statutory functions and programs of the affected organizations; (2) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest bidder; and, (3) the grant is in compliance with Texas Government Code §441.006, Texas Government Code §441.135; Texas Administrative Code, Title 13, Part 1, Chapter 2, Subchapter C, Division 1, Rules 2.110–2.119 regarding General Grant Guidelines; the Library Services and Technology Act (LSTA); the State Plan for the LSTA in Texas; and UGMS.

B. The Subrecipient certifies that all costs included in this grant award are properly allocable to federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the agreements to which they are allocated in accordance with applicable requirements.

C. The Subrecipient certifies that the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently, and the negotiating agency will be notified of any accounting changes that would affect the predetermined rate.

D. The Subrecipient certifies by this contract that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid for such purpose, the Subrecipient shall complete and submit OMB form SF-LLL, Disclosure of Lobbying Activities, in accordance with its instructions. The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly, as specified in 31 U.S.C. §1352.

E. Subrecipient has provided to TSLAC the mandatory Internet Safety Certification (Certification) that it is in compliance with requirements of the Children's Internet Protection Act (CIPA) for any Federal funds under this grant that will be used to purchase computers used to access the Internet or pay for the direct costs of accessing the Internet. Subrecipient agrees to collect, as required and appropriate, Certification forms from all libraries receiving benefits of Federal funds expended under this contract.

F. Subrecipient certifies that neither subrecipient nor any of its principals (a) are presently excluded or disqualified; (b) have been convicted within the preceding three years of any of the offenses listed in 2 CFR §180.800(a) or had a civil judgment rendered against it or them for one of those offenses within that time period; (c) are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in 2 CFR §180.800(a);

or (d) have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default. Where the Subrecipient is unable to certify to any of the statements in this certification, the Subrecipient shall attach an explanation to these Certifications.

G. The Subrecipient certifies all applicable activities related to this grant will be in compliance with the Copyright Law of the United States (Title 17, U.S. Code).

H. In addition to Federal requirements, state law requires a number of assurances from applicants for Federal pass-through or other state-appropriated funds. (UGMS Part III, Subpart B, Sec. 14 – State Assurances)

XIII. SIGNATURES

The undersigned hereby execute this contract.

GRANTOR

Texas State Library and Archives Commission

Mark Smith, Director and Librarian

Date

Donna Osborne

Donna Osborne, Chief Financial Officer

08/27/2020

Date

Jennifer Peters

Jennifer Peters, Library Development and Networking Director

08/27/2020

Date

B. Wilson

Bethany Wilson, Grants Administrator

08/27/2020

Date

SUBRECIPIENT

City of Brenham, Nancy Carol Roberts Memorial Library

Signature (official empowered to enter into contracts)

Typewritten or Printed Name

Title

Date

Regular City Council

AGENDA ITEM 5-E.

Agenda Item: **Approve the Purchase of Materials in the Amount of $92,598.25, for the Copper Conductor Replacement Project - Section 6, from Techline, Inc. Through the Lower Colorado River Authority (LCRA) Materials Program and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Type: Regular Meeting-September 17, 2020

Department: Public Utilities

Staff Contact: Donald Reese

Classification: Consent

SUMMARY STATEMENT:

The Copper Conductor Replacement Project is progressing. Section 6 of the project is due to begin the end of October. Section 6 will encompass Germania to Reese Lockett and will include Clinton Dr., Baylor and S Park streets. Due to COVID-19, delivery of inventory items is taking longer than usual. The transformers have been ordered with delivery in approximately 12 weeks. The balance of the materials for Section 6 need to be ordered by the end of September. The material cost breakdown is as follows: Poles - $29,852.00, miscellaneous wire, connectors, brackets, etc - $54,631.20, and cables and conductors - $8,115.05. Total cost for the balance of materials is $92,598.25. All materials purchased for the Copper Conductor Replacement Project will be purchased from Techline, Inc. through the LCRA Material Purchasing Program.

ATTACHMENTS:

(1) Techline Quote

RELEVANCE TO COMPREHENSIVE PLAN:

With no plans to expand the system, in keeping with the Comprehensive Plan, the City continues with the Copper Conductor Replacement Project which when complete will have replaced a significant portion of the 24 miles of copper conductor remaining in the distribution system.

RECOMMENDED ACTION:

Approve the purchase of materials in the amount of $92,598.25 for the Copper Conductor Replacement Project - Section 6, from Techline, Inc. through the Lower Colorado River Authority (LCRA) Materials Program and authorize the Mayor to execute any necessary documentation.

BR-2-C.2

City of Brenham

Bill of Materials

2018-2019 Copper Conductor Replacement
Section 6
Approved for Construction

STOCK NUMBER	VENDOR	DESCRIPTION	QUANTITY	UNIT COST	TOTAL COST
023402	35CL4-CREO	POLE, 35 FT WOOD, CL 4	7	253.00	1,771.00
099999	40CL3	POLE, 40 FT WOOD, CL 3	16	362.00	5,792.00
023403	40CL4-CREO	POLE, 40 FT WOOD, CL 4	14	313.00	4,382.00
099993	40CL2	POLE, 40 FT WOOOD, CL 2	1	416.00	416.00
099998	45CL2	POLE, 45 FT WOOD, CL 2	1	503.00	503.00
099997	45CL3	POLE, 45 FT WOOD, CL 3	37	435.00	16,095.00
023404	45CL4-CREO	POLE, 45 FT WOOD, CL 4	1	377.00	377.00
023405	50CL3-CREO	POLE, 50 FT WOOD, CL 3	1	516.00	516.00
					$ 29,852.00

BR-2-C.2

City of Brenham

Bill of Materials

2018-2019 Copper Conductor Replacement

Section 6

Approved for Construction

STOCK NUMBER	VENDOR	DESCRIPTION	QUANTITY	UNIT COST	TOTAL COST
021026	E102-0052	ANCHOR NUT, PISA TRIPLE-EYE FOR 1"	40	30.50	1,220.00
021022	C12632P	ANCHOR ROD, PISA 1" THREADS, 3/4"			0.00
021006	P024478	ANCHOR, PISA 10" HELIX 1" THREADS	40	29.75	1,190.00
021030	C5801	ANCHOR, SHACKLE, 1/2"	10	6.50	65.00
021101	2137095256	ARRESTOR, LIGHTNING, 10kV, GND LEAD	75	48.25	3,618.75
021800	2738143002	ARRESTOR, TANK MOUNT KIT	35	21.95	768.25
021209	C8646	BOLT, CARRIAGE, 1/2" X 6"	74	1.45	107.30
021205	C8868	BOLT, DA, 5/8" X 18"	3	3.90	11.70
021206	C8870	BOLT, DA, 5/8" X 20"	16	4.15	66.40
021211	C8812	BOLT, MACHINE, 5/8" X 12"	590	1.75	1,032.50
100059	8805	BOLT, MACHINE, 5/8" X 5"	6	1.58	9.48
021222	C29962	BOLT, OVALEYE, 5/8" X 12"	73	4.75	346.75
100034	C7743	BOLT, UPSET, 5/8" X REQ LENGTH	45	7.00	315.00
021302	PSCAF6018	BRACE, WOOD, 35" x 1-1/4" x 1-1/4	28	23.00	644.00
021301	PSCRA6018	BRACE, WOOD, 35" x 1-3/4" x 1-3/4	9	28.50	256.50
100075	1SBM12SGL	BRACKET, FIBERGLASS, 12", SINGLE H	27	31.25	843.75
021403	C11MW-24-L	BRACKET, LARGE TRANSFORMER	5	256.00	1,280.00
021402	T212-0223	BRACKET, SMALL TRANSFORMER	0	0.00	0.00
021707	BC20	CLAMP, COPPER HOTLINE	92	10.45	961.40
021701	G5	CLAMP, GROUND ROD, COPPERWELD HEX H	55	1.22	67.10
021703	GTCL23A	CLAMP, GROUNDING LUG FOR TANK WIRE	35	3.00	105.00
021708	S1520AGP	CLAMP, SMALL HOTLINE, ALUM GP, MAIN	75	10.75	806.25
021705	ASOD398-1N	CLAMP, STRAIN, ALUM #6 TO 2/0 ACSR	172	8.50	1,462.00
021713	AHLS954022E	CLAMPS, STIRRUP ALUMINUM	92	42.90	3,946.80
100042	C0327	CLEVIS, NEUTRAL, ANGLE	3	7.50	22.50
021901	C468	CLEVIS, SECONDARY, FIXED FOR 3" SP	124	4.40	545.60
221105	YC4C4	CONNECTOR, COMPRESSION CU #4	68	0.75	51.00
022110	YC4C4	CONNECTOR, COMPRESSION, CU, CRIMP #	2	0.75	1.50
221095	YC4C6	CONNECTOR, COMPRESSION, CU. CR #6	55	0.75	41.25
100027	BC20FTP	CONNECTOR, JUMPER TO CONDUCTOR, SIZ	48	10.95	525.60
100007	GA-9003L	CONNECTOR, POLE GROUND TO NEUTRAL,	250	3.60	900.00
022122	GA-9020GAAO	CONNECTOR, SPLIT BOLT, 1/0 STR-6 SO	70	7.45	521.50
022004	HDB096G1224	CROSSARM, FIBERGLASS, DEADEND,8 FT	24	210.00	5,040.00
022002	BXARM10FC	CROSSARM, WOOD, TANGENT, 10FT	4	57.65	230.60
022001	BXARM8FC	CROSSARM, WOOD, TANGENT, 8FT	33	45.70	1,508.10
022401	C710-112PB	CUTOUT, 100 AMP W/LOAD BREAK HOOKS	92	79.85	7,346.20
023502	GP100	GROUND, BUTT PLATES	70	5.45	381.50
023503	615883	GROUND, ROD, 5/8"X 8', GALV /	55	11.50	632.50
022600	GEP5	GUY ATTACHMENT, MULTI-USE	47	7.35	345.45
022605	AWDE4119	GUY GRIP, DEAD END 12.5 A	94	4.50	423.00
022602	PG5718	GUY MARKER, PLASTIC YELLO	31	3.75	116.25
022805	GS16012CC2	GUY STRAIN 16,000 LB, 12" INSULATO	25	17.15	428.75
024901	12.5M-500'C	GUY WIRE, ALUMOWELD 12.5	2,500	0.50	1,250.00
228035	GS16096CP	GUY, STRAIN 16,000 LB 96"	32	31.50	1,008.00
022800	4010150215	INSULATOR 15KV POLYMER SUSPENSION	117	11.80	1,380.60
022801	6183R-70	INSULATOR, PIN, F NECK, 12.5KV	175	3.75	656.25
022802	8442-70	INSULATOR, SPOOL, 3"	172	0.85	146.20
022308	#6STR-TRW-250'	JUMPER, RISER WIRE,#6CU,TRANSFORMER	750	0.60	450.00
022903	U125S080U	LIGHT, 8FT STEEL LIGHT ARM	15	125.00	1,875.00
022905	ATB030BLEDE	LIGHT, LED 100WATT	16	341.18	5,458.88
100016	C3511	NUT, LOCK, 1/2"	74	0.35	25.90

BR-2-C.2

City of Brenham

Bill of Materials

2018-2019 Copper Conductor Replacement
Section 6
Approved for Construction

STOCK NUMBER	VENDOR	DESCRIPTION	QUANTITY	UNIT COST	TOTAL COST
100004	C3512	NUT, LOCK, 5/8"	796	0.35	278.60
023101	C6502	NUT, OVALEYE, HOT DIP GAL	14	2.65	37.10
023200	C2174P	PIN, POLETOP, 20" STRAIGHT	58	10.65	617.70
023204	C14322P	PIN, X/ARM, CLAMP TYPE, H	22	20.50	451.00
023202	C881P	PIN, X/ARM, L/SHANK, HOT	93	6.50	604.50
023600	C508754	SCREWS, LAG, ½"X 4"	32	0.90	28.80
251032	DST-0153	TIE, DOUBLE SUPPORT TANGENT 1/0	4	12.15	48.60
251031	SPL1355P	TIE, SPOOL TIE 1/0	0	0.00	0.00
100053	SPL1358P	TIE, SPOOL TIE 4/0	6	4.25	25.50
025100	WTJ0424	TIE, WRAPLOCK FOR F-NECK 477	11	12.50	137.50
025103	WTF0212	TIE, WRAPLOCK TIE 1/0	136	6.25	850.00
025101	DST0159	TIES, DBL SUPPORT TANGENT 477-18/1	9	17.50	157.50
100017	PS6803	WASHER, ROUND, 1-3/8" Diam. X 9/16	74	0.16	11.84
024701	C682312	WASHER, SQ CURVED 3"X3"X1/4", W/	195	1.35	263.25
024700	C6813	WASHER, SQUARE, 2 ¼" X 2 ¼", 11/16"	600	0.50	300.00
022804	GS-555H	WILDLIFE GUARD, TRANSFORMER	73	5.25	383.25
					$ 54,631.20

BR-2-C.2

City of Brenham

Bill of Materials

2018-2019 Copper Conductor Replacement
Section 6
Approved for Construction

STOCK NUMBER	VENDOR	DESCRIPTION	FEET	UNIT COST	TOTAL COST
021502	CONCH	CABLE, SERVICE, #2 STR TRIPLEX	0.00	0.00	0.00
021500	SHEPHERD	CABLE, SERVICE, #6 DUPLEX	500	0.26	130.00
021503	NERITINA	CABLE, SERVICE, 1/0 ALUM TRIPLEX	500	0.88	440.00
021504	ZUZARA	CABLE, SERVICE, 4/0 ALUM TRIPLEX	110	2.02	222.20
025708	#4SSDBC-25#	CONDUCTOR, #4 7 STRAND BARE COPPER	400	0.51	204.00
025707	#6SSDBC-25#	CONDUCTOR, #6 COPPER SD BARE	2,835	0.31	878.85
022302	RAVEN	CONDUCTOR, 1/0 ACSR 6/1 R	24,380	0.23	5,607.40
22301	SWANATE	CONDUCTOR, #4 ACSR 7/1, S	260	0.15	39.00
100001	2/0-CU-THHN-BLK	CONDUCTOR, SERVICE WIRE TO TRANSFOR	280	2.12	593.60
					$ 8,115.05

Regular City Council
AGENDA ITEM 5-F.

Agenda Item: **Approve Final Payment to Aggieland Construction in the Amount of $24,821.55 for Henderson Park Phase II and Phase III Improvements and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Type: Regular Meeting-September 17, 2020

Department: Public Works

Staff Contact: Dane Rau

Classification: Consent

SUMMARY STATEMENT:

On September 5, 2019 City Council awarded Aggieland Construction Ltd the bid in the amount of $492,136 for the Henderson Park Phase II and III Improvements.

The improvements have been completed. The work consisted of area lighting improvements, field upgrades, new dugouts, shade covers and accessibility upgrades. The project also included three Change Orders. Change Order No. 1 in the amount of $500 provided backer rod installation for two existing masonry expansion joints in concession stand areas and seal expansion joint with caulking. Change Order No. 2 in the amount of $2,537 entailed locating three sleeves along sidewalks and the addition of two sleeves under the sidewalk behind the kitchen. Change Order No. 3 in the amount of $1,258 provided for the installation of four stainless wall caps at roll up door locations per the architect’s direction. With the addition of the Change Orders, the final payment due is $24,821.55. Total project amount was $496,431. These improvements were funded by BCDC in 2019-20.

ATTACHMENTS:

(1) Application for Payment No. 9 & Final
(2) Change Orders No. 1 - 3
(3) Certificate of Final Completion
(4) Certification of Payment to Subcontractors and Suppliers
(5) Consent of Surety of Final Payment

RELEVANCE TO COMPREHENSIVE PLAN:

Parks & Recreation GP2: Enabling healthy living through offering quality and safe City parks and recreational opportunities.

RECOMMENDED ACTION:

Approve final payment to Aggieland Construction Ltd in the amount of $24,821.55 for Henderson Park Phase II and III improvements and authorize the Mayor to execute any necessary documentation.

APPLICATION FOR PAYMENT NO. 9

TO OWNER: CITY OF BRENHAM, 200 WEST VULCAN, BRENHAM, TEXAS 77833
FROM CONTRACTOR: AGGIELAND CONSTRUCTION, LTD, 3036 BARRON ROAD, COLLEGE STATION, TEXAS 77845
PROJECT: HENDERSON PARK PHASE II & III IMPROVEMENTS
STRAND PROJECT NO. 3900 230

CONTRACT AWARDED: September 5, 2019
PERIOD FROM: October 28, 2019
CONST. TIME ALLOTED: 270

NOTICE TO PROCEED: October 28, 2019
PERIOD TO: July 31, 2020
TIME USED: 278

ITEM	BASE BID	CONTRACT QUANTITY	UNIT	PREVIOUS PERIOD	CURRENT PERIOD	TOTAL	UNIT PRICE	TOTAL VALUE OF WORK COMPLETED
1	General Requirements (Supervision, Dumpster, General jobsite labor)	1	LS	1	0	1	$ 100,118.60	$ 100,118.60
2	Existing Conditions (Demo of concession stand, SWPPP)	1	LS	1	0	1	$ 3,228.50	$ 3,228.50
3.1	Concrete (site concrete)	1	LS	1	0	1	$ 29,800.00	$ 29,800.00
3.2	Concrete (foundations for dugouts)	1	LS	1	0	1	$ 8,700.00	$ 8,700.00
4	Masonry	1	LS	1	0	1	$ 11,000.00	$ 11,000.00
5	Metals (metal signage, screen walls at restrooms, foul poles)	1	LS	1	0	1	$ 25,296.70	$ 25,296.70
7	Thermal and Moisture Protection (Metal roofing for dugouts)	1	LS	1	0	1	$ 11,000.00	$ 11,000.00
8	Openings (all doors and frames including overhead doors)	1	LS	1	0	1	$ 9,777.90	$ 9,777.90
9	Finishes (painting)	1	LS	1	0	1	$ 6,050.00	$ 6,050.00
10	Specialties (toilet accessories)	1	LS	1	0	1	$ 11,808.50	$ 11,808.50
12	Furnishings (dugout benches)	1	LS	1	0	1	$ 1,000.00	$ 1,000.00
13	Special Construction (backstop)	1	LS	1	0	1	$ 44,550.00	$ 44,550.00
22	Plumbing	1	LS	1	0	1	$ 29,150.00	$ 29,150.00
23	Heating, Ventilating, and Air Conditioning (HVAC)	1	LS	1	0	1	$ 3,520.00	$ 3,520.00
26	Electrical	1	LS	1	0	1	$ 39,086.30	$ 39,086.30
31	Earthwork (Dirt work for concrete)	1	LS	1	0	1	$ 3,300.00	$ 3,300.00
32	Exterior Improvements (fencing)	1	LS	1	0	1	$ 66,170.50	$ 66,170.50
ITEM	ADDITIVE ALTERNATE BID NO. 1	CONTRACT QUANTITY	UNIT	PREVIOUS PERIOD	CURRENT PERIOD	TOTAL	UNIT PRICE	TOTAL VALUE OF WORK COMPLETED
32	Exterior Improvements (screen)	200	LS	1	0	1	$ 5,546.00	$ 5,546.00
ITEM	ADDITIVE ALTERNATE BID NO. 2	CONTRACT QUANTITY	UNIT	PREVIOUS PERIOD	CURRENT PERIOD	TOTAL	UNIT PRICE	TOTAL VALUE OF WORK COMPLETED
13	Special Construction (shades over bleachers)	200	LS	1	0	1	$ 36,852.00	$ 36,852.00
ITEM	ADDITIVE ALTERNATE BID NO. 3	CONTRACT QUANTITY	UNIT	PREVIOUS PERIOD	CURRENT PERIOD	TOTAL	UNIT PRICE	TOTAL VALUE OF WORK COMPLETED
26	Electrical	200	LS	1	0	1	$ 32,431.00	$ 32,431.00
ITEM	ADDITIVE ALTERNATE BID NO. 4	CONTRACT QUANTITY	UNIT	PREVIOUS PERIOD	CURRENT PERIOD	TOTAL	UNIT PRICE	TOTAL VALUE OF WORK COMPLETED
3	Concrete (mow strips)	200	LS	1	0	1	$ 13,750.00	$ 13,750.00
ITEM	Change Order 1	CONTRACT QUANTITY	UNIT	PREVIOUS PERIOD	CURRENT PERIOD	TOTAL	UNIT PRICE	TOTAL VALUE OF WORK COMPLETED
3	Expansion Joints	1	LS	1	0	1	$ 500.00	$ 500.00
ITEM	Change Order 2	CONTRACT QUANTITY	UNIT	PREVIOUS PERIOD	CURRENT PERIOD	TOTAL	UNIT PRICE	TOTAL VALUE OF WORK COMPLETED
26	Install additional electrical sleeves	1	LS	1	0	1	$ 2,537.00	$ 2,537.00
ITEM	Change Order 3	CONTRACT QUANTITY	UNIT	PREVIOUS PERIOD	CURRENT PERIOD	TOTAL	UNIT PRICE	TOTAL VALUE OF WORK COMPLETED
5	Stainless wall caps at concession	1	LS	1	0	1	$ 1,258.00	$ 1,258.00

Original Contract:	$	492,136.00
Plus Additions:	$	4,295.00
Less Deductions:	$	-
Adjusted Contract:	$	496,431.00

Value of Work Performed to Date	$	496,431.00
Plus Materials Stored at Close of Period	$	-
Net Amt Earned to Date	$	496,431.00
Less 5% Retainage	$	-
Subtotal	$	496,431.00
Less Previous Pay Applications	$	471,609.45
Amount	$	24,821.55

AFFIDAVIT & CERTIFICATION OF PAY APPLICATION BY CONTRACTOR

STATE OF TEXAS
COUNTY OF Brazos

WHEREAS, the undersigned, David Miller, who being duly sworn, on oath, says that he is the legal representative of Aggieland Construction, has been employed by City of Brenham to furnish labor and materials for the installation of Henderson Park Phase 2 in Brenham, Texas

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

BY: David Miller DATE: 7/31/2020

Aggieland Construction

PRINTED NAME: David Miller TITLE: Assistant Project Manager

CURRENT PERIOD

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 3rd DAY OF July, 20 20

Maria Vizcaya

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS.

NOTARY PUBLIC STATE OF TEXAS
Maria P Vizcaya
My Commission Expires 06/29/2021
ID No. 131181030

RECOMMENDED BY: DATE: 8/6/20

STRAND ASSOCIATES, INC.

APPROVED BY: DATE:

CITY OF BRENHAM

Aggieland Construction

PO Box 271

Wellborn, TX 77881

Change Order 1

Project: Henderson Park Phase II & III

Date: 12/20/2019

All labor and material to perform the scope of work listed:

- Provide and install 5/8" backer rod for two (2) existing masonry expansion joints in concession stand area
  - Total of approximately 48 LF (each side of the wall is approximately 12')
- Seal expansion joint with caulking
  - Caulking to be suitable for vertical application
  - Caulking will be painted during the scheduled painting of the walls
- Clean up
- Insurance

Exclude:

- Shoring of two areas that are separating
- Additional concrete work
- Additional masonry work
- Additional painting
- Mechanical, electrical or plumbing work
- Anything not specifically mentioned in above scope of work.

Proposed Price: ***$500.00***

Thank you for the opportunity. If there is anything else we can do for you, please let us know.

Megan Jones

12/20/2019

Megan Jones

Date

Dan Ram

3/18/20

Authorized Signature

Date

*HUB certification provided on request

*Prices are good for 30 days

Aggieland Construction

PO Box 271

Wellborn, TX 77881

Change Order 2

Project: Henderson Park Phase II & III

Date: 03/04/2020

All labor, material and equipment to perform the scope of work listed:

- Locating 3 sleeves along sidewalks
  - Sleeves were not in the locations indicated on the plans
  - Additional labor and equipment costs were incurred in finding these sleeves
  - One sleeve was not in place at all
- Add two (2) sleeves under sidewalk behind kitchen
- Clean up
- Insurance

Exclude:

- Additional mechanical, electrical or plumbing work
- Taxes
- Concrete work
- Anything not specifically mentioned in above scope of work.

Proposed Price: ***$2,537.00***

Thank you for the opportunity. If there is anything else we can do for you, please let us know.

Megan Jones

03/04/2020

Megan Jones

Date

Jan Ram

3/18/20

Authorized Signature

Date

*HUB certification provided on request

*Prices are good for 30 days

Aggieland Construction

PO Box 271

Wellborn, TX 77881

Change Order 3

Project: Henderson Park Phase II & III

Date: 03/04/2020

All labor and material to perform the scope of work listed:

- Stainless wall caps
    - Provide and install four (4) stainless wall caps at roll up door locations per architect's direction
- Clean up
- Insurance

Exclude:

- Additional mechanical, electrical or plumbing work
- Taxes
- Concrete work
- Anything not specifically mentioned in above scope of work.

Proposed Price: ***$1,258.00***

Thank you for the opportunity, If there is anything else we can do for you, please let us know.

Megan Jones

03/04/2020

Megan Jones

Date

3/18/20

Authorized Signature

Date

*HUB certification provided on request

*Prices are good for 30 days

Document 00641

CERTIFICATE OF FINAL COMPLETION

CERTIFICATE OF FINAL COMPLETION OF: [Project Name] Henderson Park Phase II Improvements

Project No.: [Project No.] 3900.230

Contract Dated: [Contract Date] 09/28/19

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared David Miller who, being by me duly sworn, on his oath says that he or she represents Aggieland Construction, the Contractor who has performed a contract with the City of Brenham for the construction of the Work described above, and is duly authorized to make this affidavit; that he or she has personally examined the Work described above as required by the Contract documents; that said Work and all items thereof have been completed and all known defects made good; that all surplus material, refuse, dirt and rubbish have been cleaned up and removed or disposed of ~~as directed by the City Engineer~~; that all parts of Work are in a neat, tidy, finished condition and ready in all respects for acceptance by the City; that all gravel or shell roadway surfaces removed during the course of the Work have been replaced in accordance with the Specifications, that rates of pay for all labor employed on said Work have not been below the minimum set out in "Labor Classification and Minimum Wage Scale" in the Contract documents and that within the knowledge of affiant all just bills for labor and material and for the rental or use of any equipment or apparatus, used in, on, or in connection with the Work have been paid in full by the Contractor.

David Miller
Affiant's Signature

SWORN AND SUBSCRIBED before me on 9/2/2020
Date

Maria Vizcaya
Notary Public in and for the State of TEXAS

Maria P Vizcaya
My Commission Expires
06/29/2021
ID No. 131191039

Maria Vizcaya
Print or type name

My Commission Expires: 6/29/2021
Expiration Date

THIS IS TO CERTIFY that I have ~~thoroughly inspected~~ **observed** the Work performed by the above named Contractor on the above described Contract and find all things in accordance with the Contract documents governing this Work **to the best of my knowledge and belief.**

____
~~Inspector~~ Resident Project Representative

____
[Project Manager or Construction Manager]

Approved:

____
[Title of Approval Authority], [Contracting Department]

END OF DOCUMENT

Document 00642

CERTIFICATION OF PAYMENT
TO SUBCONTRACTORS AND SUPPLIERS

The undersigned, David Miller (Affiant), states that he is the Assistant Project Manager (Title), of Aggieland Construction (Contractor) and that he is duly authorized to execute this Certification of Payment to Subcontractors and Suppliers; that Contractor has made payments to Subcontractors and Suppliers for all labor, materials, equipment, and services furnished to date for Work on Project No. 3900.230 in the amounts for which Contractor has been paid; that the labor, materials, equipment, and services covered by this Certificate of Payment have been furnished in accordance with and all in compliance with the Contract Documents; that no sums have been withheld by Contractor for Subcontractors and Suppliers as a result of any allegations of deficiencies in the Work; and that such payments were made in accordance with the Contract Documents and with the laws of the State of Texas.

David Miller
Affiant's Signature

SWORN AND SUBSCRIBED before me on 9/2/2020.
Date

Maria Vizcaya
Notary Public in and for the State of TEXAS

Maria Vizcaya
Print or type name

My Commission Expires: 6/29/2021
Expiration Date

NOTARY PUBLIC STATE OF TEXAS
Maria P Vizcaya
My Commission Expires
06/29/2021
ID No. 131191039

END OF DOCUMENT

Liberty Mutual.
SURETY

BOND NUMBER 022221382

CONSENT OF SURETY TO FINAL PAYMENT

Conforms with the American Institute of Architects, AIA Document G707

OWNER	☒
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☐
OTHER	☐

TO OWNER:
(Name and address)

City of Brenham
200 W Vulcan Street
Brenham, TX 77833

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: $496,431.00

PROJECT:
(Name and address)
Henderson Park Phase 2
Brenham, TX

CONTRACT DATED: 9/5/19

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)
The Ohio Casualty Insurance Company
62 Maple Avenue, Keene, New Hampshire 03431

, SURETY,

on bond of
(Insert name and address of Contractor)

Aggieland Construction LTD
3026 Barron Rd.
College Station, TX 77845

, CONTRACTOR,

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

City of Brenham
200 W Vulcan Street
Brenham, TX 77833

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: September 2nd, 2020
(Insert in writing the month followed by the numeric date and year.)

The Ohio Casualty Insurance Company
(Surety)

(Signature of authorized representative)

Attest:

Massimo Schirru
(Printed name and title)

POWER OF ATTORNEY

The Ohio Casualty Insurance Company

Bond Number: 022221382

Principal: Aggieland Construction LTD

Agency Name: AAA Surety Co

Obligee: City of Brenham **Agent Code:** 97622

Know All Men by These Presents: That The Ohio Casualty Insurance Company, pursuant to the authority granted by Article IV, Section 12 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company, do hereby nominate, constitute and appoint: of , its true and lawful agent(s) and attorney(ies)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed **any and all** BONDS, UNDERTAKINGS, and RECOGNIZANCES, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of said Company at their administrative offices in Keene, New Hampshire, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(ies)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of said Company this 26th day of September, 2016.

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this 26th day of September, 2016 before the subscriber, a Notary Public of the State of Pennsylvania, in and for the County of Montgomery, duly commissioned and qualified, came David M. Carey, Assistant Secretary of The Ohio Casualty Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of King of Prussia, State of Pennsylvania, the day and year first above written.

This power of attorney is granted under and by authority of Article IV, Section 12 of the By-Laws of The Ohio Casualty Insurance Company, extracts from which read:

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

Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of The Ohio Casualty Insurance Company effective on the 15th day of February, 2011:

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

CERTIFICATE
I , the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Company and the above resolution of their Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 2nd day of September, 2020.

Regular City Council
AGENDA ITEM 5-G.

Agenda Item: **Approve Renewal with Texas Municipal League Intergovernmental Risk Pool for General Liability, Law Enforcement Liability, Public Officials Liability, Mobile Equipment, Airport Liability, Property, Auto Liability and Physical Damage, Crime, Animal Mortality and Theft, and Workers' Compensation Coverage for the City of Brenham for Fiscal Year 2020-21 and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Type: Regular Meeting-September 17, 2020

Department: Human Resources

Staff Contact: Susan Nienstedt

Classification: Regular

SUMMARY STATEMENT:

See attached memo from Human Resources Director Susan Nienstedt

ATTACHMENTS:

(1) Memo from Susan Nienstedt
(2) TMLIRP Re-rate worksheet

RELEVANCE TO COMPREHENSIVE PLAN:

RECOMMENDED ACTION:

Approve the renewal with Texas Municipal League Intergovernmental Risk Pool for General Liability, Law Enforcement Liability, Public Officials Liability, Mobile Equipment, Airport Liability, Property, Auto Liability and Physical Damage, Crime, Animal Mortality and Theft and Workers' Compensation coverage for the City of Brenham for Fiscal Year 2020-21 and authorize the Mayor to execute any necessary documentation.

MEMORANDUM

To: Mayor, City Council and City Manager

From: Susan Nienstedt
Human Resources Director

Subject: Renewal of Property and Liability Coverage with TML Intergovernmental Risk Pool for FY2020-21

Date: September 17, 2020

As a member of the TML Intergovernmental Risk Pool (TMLIRP) we benefit from the mission statement of the Pool which is to provide a stable source of risk financing. The renewal rates from TMLIRP for FY2020-21 are shown on the attached spreadsheet with a comparison to the FY2019-20 actual coverage. The overall budget impact is a decrease of $34,024.

Based on our renewal, the City will experience the following changes per coverage:

- Liability – increase of $3,194 dollars, or 2%
- Property – increase of $81 or .05%
- Workers' Compensation – decrease of $37,299 or 25%

When looking at our liability coverage increase, our experience modifier increased from the prior year with significant increases in Law Enforcement Liability and Errors and Omissions coverages. Additionally, there is a slight increase in our property coverage of less than one percent. There were four workers' compensation category rates that decreased, and three categories that increased, however a decrease in our experience modifier, which is based on a state adopted formula comparing expected losses to actual losses over the previous three years, resulted in an overall decrease in the workers' compensation category by $37,299.

The City will receive a 2% reduction in contributions for early payment of the annual costs if paid by October 31st which amounts to $8,367.

Recommendation

We are recommending approval of the TMLIRP renewal rates for liability, property and workers' compensation effective October 1, 2020 at the rates shown on the accompanying schedule.

City of Brenham

Texas Municipal Intergovernmental Risk Pool
Liability/Property/Workers' Compensation Contributions
FY 2020-21 Renewal

Coverage Description	2019-20 Exp Modifier	**2020-21 Exp Modifier**	2019-20 Contribution	**2020-21 Contribution**	**Difference**	**Percent Change**
General Liability	0.57	**0.63**	$ 16,249	**$ 17,556**	**$ 1,307**	8.04%
Law Enforcement Liability	0.57	**0.63**	$ 18,548	**$ 22,358**	**$ 3,810**	20.54%
Errors & Omissions Liability	0.57	**0.63**	$ 27,971	**$ 31,035**	**$ 3,064**	10.95%
Automobile Liability	0.57	**0.63**	$ 29,376	**$ 29,667**	**$ 291**	0.99%
Automobile Physical Damage			$ 61,515	**$ 56,237**	**$ (5,278)**	-8.58%
Aviation Liability			$ 1,346	**$ 1,346**	**$ -**	0.00%
Subtotal Liability			$ 155,005	**$ 158,199**	**$ 3,194**	2%
Real & Personal Property	1.00	**1.00**	$ 121,917	**125,879**	**$ 3,962**	3.25%
Mobile Equipment	1.00	**1.00**	$ 24,127	**20,374**	**$ (3,753)**	-15.56%
Crime			$ 2,937	**2,937**	**$ -**	0.00%
Animal Mortality and Theft (Canine Unit)			$ 848	**720**	**$ (128)**	-15.09%
Subtotal Property			$ 149,829	**149,910**	**$ 81**	0.05%
Workers' Compensation	0.45	**0.34**	$ 147,519	**$ 110,220**	**$ (37,299)**	-25.28%
Total All Coverage			$ 452,353	**418,329**	**$ (34,024)**	-7.52%

Early Pay Discount 2% **$ (8,367)**

Regular City Council

AGENDA ITEM 6.

Agenda Item: **Discussion and Presentation on the City of Brenham's Policies and Procedures for Boards and Commissions**

Meeting Type: Regular Meeting-September 17, 2020

Department: Administration

Staff Contact: Karen Stack

Classification: Work Session

SUMMARY STATEMENT:

City staff are beginning the process of appointing members of citizen boards, for terms to begin January 2021. The City of Brenham Policies and Procedures for Boards and Commissions has not had a substantive revision since December 2019. Staff wanted to provide an opportunity for Council to review the policy and recommend changes.

ATTACHMENTS:

(1) City of Brenham Policies and Procedures for Boards and Commissions

RELEVANCE TO COMPREHENSIVE PLAN:

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

RECOMMENDED ACTION:

No action - discussion only.

RESOLUTION NO. R-20-024

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

WHEREAS, Art. III, Section 23 of the City of Brenham Charter provides that the City Council has the authority to establish such Boards and Commissions as it deems necessary to carry out the functions and obligations of the City; and

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

WHEREAS, the City of Brenham Polices and Procedures for Boards and Commissions was adopted by City Council on December 13, 2018 with the passage of Resolution No. R-18-024;

WHEREAS, it is in the best interest of the City of Brenham to amend Section 13, Membership in Multiple Boards, of the Policies and Procedures for Boards and Commissions;

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

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

Section 2: That the City Council of the City of Brenham hereby adopts the revisions to Section 13 of the Policies and Procedures for Boards and Commissions as set forth in the "Exhibit A," attached hereto and incorporated herein for all purposes.

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

RESOLVED on this the 18th day of June 2020.

CITY OF BRENHAM TEXAS

Milton Y. Tate, Jr.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger

Jeana Bellinger, TRMC, CMC
City Secretary

"EXHIBIT A"

SECTION 13.
MEMBERSHIP IN MULTIPLE BOARDS

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

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

June 18, 2020

SECTION 1.
PURPOSE AND SCOPE

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

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

SECTION 2.
MEMBER ELIGIBILITY

Applicant qualifications include the following:

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

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

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

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

SECTION 3.
RECRUITMENT

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

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

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

SECTION 4.
APPLICATION PROCESS

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

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

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

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

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

SECTION 5.
SELECTION PROCESS

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

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

SECTION 6.
TERM OF OFFICE

Board members serve for a staggered two (2) year terms. All terms expire on December 31. In the event that an appointment is not made prior to the expiration of a member's term, the board member shall continue to serve until their successor is appointed by Council.

No board member shall be appointed to more than three (3) consecutive terms on any single board. After a minimum absence of one (1) year from a board, the Council may choose to reappoint the member back to the board on which they previously served. For members whose current terms began prior to December 2018, this term limitation provision shall take effect upon completion of their current term.

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

SECTION 7.
MID TERM APPOINTMENTS

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

Instead of soliciting applicants for the vacancy, the Council subcommittee may refer to the previously submitted applications kept by the City Secretary's Office. If there are no appropriate open applications for the vacant position(s), a new application solicitation campaign could take place in the same manner as the typical annual recruitment process.

SECTION 8.
NEW MEMBERS

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

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

Members of any board, who are considered by State statute to be a public officer (including members of boards with quasi-judicial authority) of the City, must complete and execute the written Statement of Appointed Officer and take the Oath of Office upon appointment. The members must sign the Oath and it must be notarized and kept in the City Secretary's Office. Those persons authorized to administer the statement and the oath are: the Mayor, the City Secretary, and any notary public. These boards include: the Building Standards Commission, the Planning and Zoning Commission, and the Board of Adjustment.

SECTION 9.
GENERAL DUTIES AND RESPONSIBILITIES OF BOARDS AND COMMISSIONS

Most boards and commissions shall act in an advisory capacity and make recommendations to the Council on issues specific to each respective board's duties and responsibilities. The exceptions to this are the Building Standards Commission, the Board of Adjustments, the Planning and Zoning Commission, and the Brenham Community Development Corporation: certain actions taken by these boards, as outlined in applicable state law and the City of Brenham Code of Ordinances, are final.

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

A. <u>Airport Advisory Board</u>

Assists the City and the Fixed Base Operator in the planning and operation of the Brenham Municipal Airport which may include monitoring existing operations and considering ways to improve the facilities and airport services.

The Board is comprised of at least nine (9) members. The City Engineer or some other City employee may be designated by the City Manager as an ex-officio member.

B. <u>Library Advisory Board</u>

Plans for future development of the Nancy Carol Roberts Memorial Library which may include: establishing, reviewing and updating policies; monitoring existing operations; making recommendations regarding fee schedules for services, and considering ways to better utilize library facilities.

The Board consists of nine (9) members. Five (5) members are nominated by the Brenham Fortnightly Club from its membership and four (4) members are nominated by a subcommittee of Council.

C. <u>Main Street Board</u>

Develops plans and programs to stimulate both historic preservation and economic vitality for downtown Brenham, according to the Texas Historical Commission's criteria for Main Street Communities.

The Board consists of eleven (11) members. The members shall be knowledgeable about downtown Brenham, marketing, financing and historic preservation.

D. <u>Parks and Recreation Advisory Board</u>

Assists in the planning and operation of the parks and recreations system and reviews and monitors existing operations and considers ways to better utilize existing facilities.

The Board consists of nine (9) members. The City Manager may appoint a staff member to serve as an ex-officio member of the Board. A majority of members shall be City of Brenham residents.

<u>E. Brenham Community Development Corporation</u>

Promotes economic and community development within the city and on behalf of the city by developing, implementing, providing, and financing projects as defined in Section 4B of the Development Corporation Act (Article 5190.6 V.T.C.S.).

The Board consists of seven (7) members appointed to staggered two (2) year terms. Members must reside in the City of Brenham. The Board has all the powers, both express and implied, granted to corporations governed by Texas Local Government Code, Chapter 501, et seq., and by the Texas Non-profit Corporation Act. The Corporation is operated according to state law and its own Articles of Incorporation and Bylaws.

F. Brenham-Washington County Hotel Occupancy Tax Board

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

The Board consists of nine (9) members. Seven (7) members are appointed by the Council. The remaining two (2) members are appointed by the Washington County Commissioners Court to two (2) year staggered terms.

G. Planning and Zoning Commission

As provided by the laws of the State of Texas and ordinances of the City of Brenham, the Planning and Zoning Commission: approves or disapproves land subdivision plat or re-plats; vacates plats or re-plats; holds public hearings and makes recommendations to the Council relative to creation, amendment and implementation of zoning regulations, use classifications and districts; recommends to the Council plans, programs, policies related to future growth and development of the City; and performs other duties and responsibilities as may be referred to the Commission by the Council.

The Commission consists of seven (7) members each appointed to two (2) year, staggered terms. Members must be residents of the City of Brenham.

H. Board of Adjustments

Hears and decide appeals where it is alleged there is error of law in any order, requirement, or decision made by the City's Zoning Administrator, including appeals alleging error in the interpretation of the classification of any zoning use, and hears and decides special exceptions and variances as provided for in the City's zoning ordinance.

The Board consists of five (5) members appointed to staggered terms of two (2) years. The Board has up to four (4) alternate members who serve in the absence of one or more regular members when requested to do so by the Mayor. These alternate members serve for the same period as the regular members. A member of the Board of Adjustments shall not serve on the Planning and Zoning Commission during the same term.

I. Building Standards Commission

The Building Standards Commission hears and determines cases concerning alleged substandard buildings and structures. It also grants or denies requests for variances from the building code of the City of Brenham.

The Commission shall consist of five (5) members, who must be residents of the City of Brenham. The panel shall include a plumber and electrician licensed by the State of Texas as well as a general contractor by trade. If a required licensed tradesman cannot be recruited to serve, then such person may reside within Washington County. The members are appointed to staggered two (2) year terms. As near as practical, the members shall be qualified in one or more of the fields of fire prevention, building construction, sanitation, health, and public safety. The City's Fire Marshal, Building Inspector, and Health Officer are ex officio, non-voting members of the Commission. These ex officio members present reports of inspections of buildings and structures reported to be or believed to be substandard.

J. Animal Shelter Advisory Committee

The Animal Shelter Advisory Committee is authorized under Section 823.005 of the Health and Safety Code. The purpose and responsibility of the Animal Shelter Advisory Committee shall include, but not be limited to, the following:

A. To review and recommend procedures for the care and maintenance of the animal shelter facility and impounded animals to ensure compliance with state law, and
B. To periodically review the City's animal control ordinances and make recommendations to Council for revisions as needed.

As outlined in State law, the Committee must be comprised of at least one (1) licensed veterinarian, one (1) county or municipal official, one (1) person whose duties include the daily operation of an animal shelter; one (1) representative from an animal welfare organization; and one (1) citizen.

SECTION 10.
ATTENDANCE AT MEETINGS

The Council is most appreciative of the dedication and contribution by those who are willing to donate their time to community service. Any decision reached by any of these boards has an impact on the entire community. Therefore, if a quorum is not present because of habitual absenteeism by certain members, the integrity of the board as a whole is affected.

Therefore, it is imperative that members maintain regular attendance. Members who cannot attend a meeting should contact the chairman or staff liaison concerning his or her absence prior to the meeting.

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

SECTION 11.
ROLE OF STAFF LIAISON

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

The staff liaison will act as a communication conduit between the Council subcommittee and the board. The liaison shall attend all public hearings of boards on behalf of the City and present and discuss facts pertinent to matters being considered.

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

SECTION 12.
CONFLICTS OF INTEREST

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

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

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

SECTION 13.
MEMBERSHIP ON MULTIPLE BOARDS

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

SECTION 14.
CONDUCT OF MEETINGS

A. The Chair of each board shall preside at the meetings and in his or her absence the Vice-Chair shall preside. The Chair shall call the meeting to order.

B. The Chair shall address the posted items on the agenda in any order he or she chooses as long as every item is addressed.

C. A motion may be made by any member other than the presiding officer. A second to the motion is required before a vote can be taken. Any motion dies from a lack of a second.

D. Roberts Rule of Order shall be used as a guideline to conduct meetings.

E. All meetings will be held in compliance with the Open Meetings Act ("The Act") and shall be open to the public, except for those items considered at a meeting which are authorized by the Act to be discussed in executive session.

SECTION 15.
RECORDS OF MEETINGS

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

- **AGENDA**: The agenda will serve as the order of business and provide the form for posting of the notice of meetings. The official posting of the agenda must be at least 72 hours in advance of the meeting in a place(s) readily accessible to the public. A copy of the agenda should also be made available to local news media. In the event a regularly scheduled meeting is cancelled, notices should be posted stating that the meeting has been cancelled.

- **<u>AGENDA PACKET:</u>** Copies of the agenda, along with supporting documentation, shall be provided to each member in advance of the meeting date. This information shall also be made available in advance of the meetings on the City's web site.

- **<u>MINUTES OF MEETING</u>**: The staff liaison will be responsible for keeping an accurate record of all proceedings. The minutes shall include a record of attendance, summary of the discussion, recommendations, and a record of the Board's voting.

Adopted by City Council: December 13, 2018 (R-18-024)
Amended: June 18, 2020
Adopted by City Council: June 18, 2020 (R-20-024)

Regular City Council

AGENDA ITEM 7.

Agenda Item: **Discussion and Presentation on Possible Amendments to Chapter 23 - Subdivisions of the Code of Ordinances of the City of Brenham, Texas**

Meeting Type: Regular Meeting-September 17, 2020

Department: Development Services

Staff Contact: Stephanie Doland

Classification: Work Session

SUMMARY STATEMENT:

City Staff would like to provide a presentation to Council concerning upcoming amendments to the Subdivision Ordinance. Due to the increase in both commercial and residential development, staff has identified two sections of the Subdivision Ordinance to be outdated and in need of revisions.

Firstly, staff proposes to consider amending the Subdivision Ordinance to require all development, both commercial and residential, to place all utilities within the development underground. Currently the Subdivision Ordinance only requires underground utilities within residential developments to be underground and staff requests consideration from Council to require the same to apply for commercial developments.

Secondly, staff proposes a re-write to the fiscal security provisions section of the Subdivision Ordinance which details the required processes for a private developer to construct public infrastructure within a subdivision. Following the private developer's construction of public infrastructure, the city accepts the infrastructure in perpetuity. The existing language concerning infrastructure acceptance via a fiscal security is outdated and lacking in clarity. Staff proposes to amend this section to eliminate confusion about the required processes as well as clarify the fiscal security options available.

Additional details will be provided during a presentation to the City Council during the workshop session.

ATTACHMENTS:

(1) Relined Draft Ordinance

RELEVANCE TO COMPREHENSIVE PLAN:

Strategic Action Priority Number 11: “Update the City’s development regulations and standards (including zoning and subdivision regulations) to coordinate all aspects of local development review and approval processes (Page 111).

RECOMMENDED ACTION:

No action necessary.

ORDINANCE NO. O-20-00_

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS, AMENDING CHAPTER 23 – "SUBDIVISIONS" OF THE CODE OF ORDINANCES, CITY OF BRENHAM, TEXAS BY AMENDING SECTION 23-30 – "REQUIRED IMPROVEMENTS" TO REQUIRE ALL UTILITIES TO BE LOCATED UNDERGROUND THROUGHOUT ALL DEVELOPMENT; AMENDING SECTION 23-31 "COSTS-PAYMENT FOR INSTALLATION OF IMPROVEMENTS BY SUBDIVIDER" TO CLARIFY RESPONSIBILITIES OF DEVELOPERS IN THE INSTALLATION AND CONSTRUCTION OF PUBLIC INFRASTRUCTURE; AMENDING SECTION 23-10 TO REMOVE SUBSECTION (B)(4); PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; PROVIDING FOR PROPER NOTICE OF MEETINGS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Code of Ordinances, City of Brenham, Texas ("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, the City Council recognizes the need from time to time to amend these regulations to help facilitate high quality and orderly development and the protection of the public health and general welfare of the community; and

WHEREAS, the City Council deems it appropriate to approve and adopt the amendments herein below to Chapter 23 – "Subdivisions" of the Code of Ordinances.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS THAT CHAPTER 23 – "SUBDIVISIONS" OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS BE AMENDED IN THE FOLLOWING MANNER:

SECTION 1.

That Chapter 23 – "Subdivisions" of the Code of Ordinances of the City of Brenham, Texas Section 23-30 – Required Improvements, is hereby amended to read as follows:

Section 23-30. – Required Improvements.

(4) *City utilities.* ~~Generally, the~~Each developer shall provide city utilities within the subdivision that conform to construction standards of the city for water, sanitary sewerage, gas and electric systems as provided in the current design standards.

(5) *Private utilities.* ~~Generally a~~All private, franchised utilities, including, but not limited to, electric lines, telephone cables, television cables and natural gas mains, shall be located underground throughout

any new ~~residential~~ development; except that overhead electric lines may be utilized in the perimeter easements of a ~~subdivision~~development, where primary electric lines and/or feeders are necessary to provide services to the development and adjacent areas. Such underground utilities shall be buried in dedicated utility easements or in street rights-of-way, as appropriate and approved by the city engineer. The placement and separation of the various utilities within an easement or street right-of-way shall be determined by the city engineer in accordance with city design standards and any other specifications as approved by the city engineer.

SECTION 2.

That Chapter 23 – "Subdivisions" of the Code of Ordnances of the City of Brenham, Texas Section 23-31 – Costs-payment for installation of improvements by subdivider, is hereby amended to read as follows:

Sec. 23-31. – Assurances for Completion of Improvements.

The subdivider shall have the responsibility for construction costs for street and utility improvements within a subdivision and for off-site utility extensions as set out in a separate policy manual as currently adopted by the city council. As further provided in said manual, the city will bear the difference in the cost of the facility or improvement required to serve the developer's land and that required by the city to be installed.

(1) Purpose. The provisions of this Chapter, as set forth in this section, are designed and intended to insure that, for all subdivisions of land within the jurisdiction of the City, all improvements as required herein are installed in a timely manner in order that:

   (a) The City can provide for the orderly and economical extension of public facilities and services;

   (b) All purchasers of property within the subdivision shall have a usable, buildable parcel of land; and

   (c) All required improvements are constructed in accordance with the City's applicable rules, regulations, standards, and specifications.

(2) Policy. Upon approval of a final plat by the Planning and Zoning Commission, and prior to it being signed by the chairperson of the Planning and Zoning Commission, and before said final plat shall be allowed to be recorded in the plat records of Washington County, Texas the applicant requesting final plat approval shall, within the time period for which the final plat has been conditionally approved by the City:

   (a) Construct all improvements as required by this Chapter, and provide a surety instrument guaranteeing their maintenance as required herein; or

   (b) Provide a surety instrument guaranteeing construction of all improvements required by this Chapter, and as provided for herein.

(c) In all instances, the original copy of the final plat, without benefit of required signatures of City officials, shall be held in escrow by the City and shall not be released for any purpose until such time as the conditions of this section are complied with.

(d) Upon the requirements of this section being satisfied, the final plat shall be considered fully approved, except as otherwise provided for in this Chapter, and the original copy of the final plat shall be signed by the appropriate persons and City staff shall record said final plat in the plat records of Washington County, Texas.

(3) Completion of improvements.

(a) Prior to the signing of the approved final plat by the chairperson of the Planning and Zoning Commission, the applicant shall complete all improvements required by this Chapter in accordance with the approved construction plans and subject to the approval of the Development Services Director or designee and acceptance by the City Council, except as otherwise provided for in this Chapter.

(b) Alternative to completing improvements. The Development Services Director or designee may waive the requirement that the applicant complete all improvements required by this Chapter prior to the signing of the approved final plat, contingent upon securing from the applicant a guarantee, as provided for by this Section, for completion of all required improvements, including the City's cost for collecting the guaranteed funds and administering the completion of improvements, in the event the applicant defaults. Such guarantee shall take one (1) of the following forms:

(1) Performance bond. The applicant shall post a performance bond with the City, as set forth herein, in an amount equal to one hundred ten percent (110%) of the estimated construction costs for all remaining required improvements, using the standard City form.

(2) Escrow account. The applicant shall deposit cash, or other instrument readily convertible into cash at face value, either with the City, or in escrow with a bank, savings and loan or other financial institution acceptable to the City. The use of any instrument other than cash shall be subject to the approval of the City. The amount of the deposit shall equal one hundred ten percent (110%) of the estimated construction costs for all remaining required improvements. In the case of any escrow account, the applicant shall provide the City with an agreement between the financial institution and the applicant, the form and substance of which is subject to approval of the City, guaranteeing the following:

(A) That the funds of said escrow account shall be held in trust until released by the City and may not be used or pledged by the applicant as security in any other matter during that period; and

(B) That in the case of a failure on the part of the applicant to complete said improvements, the financial institution shall immediately make the funds in said account available to the City for use in the completion of those improvements.

(3) Letter of credit. The applicant shall provide a letter of credit from a bank, savings and loan or other financial institution acceptable to the City. This letter shall be submitted to the City and shall certify the following:

a. That the creditor does guarantee funds equal to one hundred ten percent (110%) of the estimated construction costs for all remaining required improvements;

b. That, in the case of failure on the part of the applicant to complete all remaining required improvements within the required time period, the creditor shall pay to the City immediately upon written request of the City, and without further action, such funds as are necessary to fully pay for the completion of those improvements, up to the limit of credit stated in the letter; and

c. That this letter of credit may not be withdrawn, or reduced in amount, until approved by the City according to provisions of this Section.

(4) Cost estimates. A licensed professional engineer licensed to practice in the State of Texas shall furnish estimates of the costs of all required improvements to the Development Services Director or designee for approval, who shall review the estimates to determine the adequacy of the guarantee instrument for ensuring the construction of all remaining required improvements.

(5) Surety acceptance. The bank, financial institution, insurer, person or entity providing any letter of credit, bond or holding any escrow account pursuant to this Chapter shall meet or exceed the minimum requirements established by this Chapter and all other applicable ordinances, laws and regulations, and shall be subject to the approval of the City.

(6) Sufficiency. Such surety shall comply with all statutory requirements, and all associated documents and instruments shall be subject to the approval of the

City Attorney as to form, sufficiency, and manner of execution. All such surety instruments shall be both a payment and performance guarantee.

(c) Time limit for completing improvements. The period within which required improvements must be completed shall be incorporated in the surety instrument and shall not in any event, without prior written approval of the City, exceed one (1) year from date of final plat approval.

(1) The Development Services Director or designee may, upon application of the applicant and upon proof of hardship, extend the completion date set forth in such bond or other instrument for a maximum period of one (1) additional year. An application for extension shall be accompanied by an updated estimate of construction costs prepared by a professional engineer licensed to engage in the practice of engineering in the State of Texas. A surety instrument for guaranteeing completion of remaining required improvements must be filed in an amount equal to one hundred ten percent (110%) of the updated estimate of construction costs as approved by the Development Services Director or designee.

(d) Assurances for completion shall be posted or improvements shall be completed within two (2) years of final plat approval, unless otherwise approved by the City. In those cases where a surety instrument has been required and posted, and improvements have not been completed within the terms of said surety instrument, the City may declare the applicant and/or surety to be in default and require that all of the required improvements be installed.

(e) Inspection and acceptance of improvements. The Development Services and Public Utility Departments shall inspect all required improvements, to ensure compliance with City requirements and the approved construction plans.

(1) The applicant shall provide a certificate of compliance from the state department of licensing and regulation for all pedestrian improvements within the subdivision.

(2) When all required improvements have been satisfactorily completed, the applicant shall request a final inspection.

(3) The Development Services Department shall have ten (10) working days to complete this inspection upon notification by the applicant that all required improvements have been completed and are ready for inspection by the City.

(4) Within ten (10) working days after the date of inspection the Development Services Department shall issue an inspection report including issuance of a punch list to the applicant denoting remaining items to be completed.

(5) Provided that all improvements have been satisfactorily completed the City Council shall accept in writing, the improvements having been satisfactorily completed. The City shall not accept dedications of required improvements or release or reduce a performance bond or other assurance until such time it is determined that:

i. All improvements have been satisfactorily completed.

ii. One (1) set of as-built plans measuring twenty-two by thirty-four inches (22" x 34") has been submitted to and approved by the Development Services Director or designee, along with a statement prepared by a professional engineer licensed to engage in the practice of engineering in the State of Texas that all improvements have been installed and constructed in accordance with the submitted as-built plans and the City's applicable rules, regulations, standards, and specifications.

iii. Copies of all inspection reports, shop drawings and certified test results of construction materials have been submitted to and approved by the Development Services Director or designee.

iv. Two (2) copies of the approved maintenance bond meeting the requirements of this Chapter have been provided to the City.

v. Electronic copy containing computed generated Auto CAD drawings of all public improvements shown on the construction plans, and all lot lines shown on the plat, have been submitted to the Development Services Department to update City maps.

vi. An affidavit of all bills paid and a release of liens have been provided to the City.

vii. An inventory of infrastructure including infrastructure type, location (latitude and longitude coordinates), length, size and dollar value has been provided, using the standard City form.

viii. Any and all other requirements identified in the final plat process have been satisfied.

(f) <u>Reduction or release of improvement surety instrument.</u>

(1) The principal amount of a surety instrument may be reduced with the approval of the Development Services Director or designee, and the City Manager or designee, upon actual construction of required improvements by a ratio that the improvement bears to the total public improvements required for the subdivision, as determined by the Development Services Director or designee.

(2) Before the City may reduce said surety instrument, the applicant shall provide a new surety instrument in an amount equal to one hundred ten percent (110%) of the estimated cost of the remaining required improvements, and such new surety instrument shall comply with this Chapter and all other applicable ordinances, laws and regulations.

(3) The substitution of a new surety instrument shall in no way change or modify the terms and conditions of the performance surety instrument or the obligation of the applicant as specified in the performance surety instrument.

(4) In no event shall a surety instrument be reduced below ten percent (10%) of the principal amount of the original estimated total costs of improvements for which surety was given, prior to completion and acceptance of all required improvements.

(5) The City shall not release a surety instrument unless and until all of the requirements and conditions of this Chapter have been fulfilled.

(g) Maintenance bond required.

(1) Before the release of any surety instrument guaranteeing the construction of all required subdivision improvements, or the signing of the final plat where subdivision improvements were made prior to the filing of the final plat for recordation, the applicant shall furnish the Development Services Department with a maintenance bond or other acceptable surety to assure the quality of materials, workmanship, and maintenance of all required improvements including but not limited to the City's costs for collecting the guaranteed funds and administering the correction and/or replacement of covered improvements.

(2) The maintenance bond or other surety instrument:

i. Shall be satisfactory to the City Attorney as to form, sufficiency, and manner of execution.

ii. Shall clearly state both the applicant as the principal and the City as the obligee.

iii. Shall cover all improvements and facilities requested for City acceptance, including but not necessarily limited to water, wastewater, gas, electric, street and drainage improvements.

iv. Shall be in an amount equal to ten percent (10%) of the cost of improvements for one (1) calendar year from the date of City Council acceptance of operation and maintenance of the subdivision. A statement of construction value or final pay estimate shall be provided to the Development Services Department to support said warranty and maintenance bond amounts.

v. Shall require the surety to notify the City at least thirty (30) days prior to the expiration of the one (1) year maintenance period.

(3) In an instance where a maintenance bond or other surety instrument has been posted and a defect or failure of any required improvement occurs within the period of coverage, the City may declare the principal on said bond or surety instrument to be in default of its repair and/or maintenance obligations. Surety shall, within thirty (30) days following written notice of default and request for performance from obligee:

i. Notify obligee in writing of its election to correct all defects and workmanship in the subdivision improvements and shall commence and complete construction, re-construction, replacement, repair or maintenance of the subdivision improvements; or

ii. Notify obligee in writing that surety elects not to complete, re-construct, replace, repair, or maintain the subdivision improvements.

iii. If the surety fails to give such written notice, then it will be deemed to have elected not to complete, re-construct, replace, repair, or maintain the subdivision improvements. In either event, surety shall be obligated to pay obligee for all loss, cost and expense which the obligee incurs to correct all defects and workmanship in the subdivision improvements. In the event that surety elects to proceed under 3(i) above, the contractor selected by surety to perform such work shall be approved by obligee, which approval shall not be unreasonably withheld.

(4) Whenever a defect or failure of any required improvement occurs within the period of coverage, the City shall require that a new maintenance bond or

surety instrument be posted for a period of one (1) full calendar year sufficient to cover the corrected defect or failure.

SECTION 3.

That Chapter 23 – "Subdivisions" of the Code of Ordnances of the City of Brenham, Texas Section 23-10 – Final Plat Application, is hereby amended by deleting subsection 23-10(b)(4):

Section 23-10. – Final Plat Application.

…

~~(b)(4) *Guarantee of performance:*~~

a. ~~If the subdivider elects to construct the required improvements prior to recording of the plat, after such plat has been approved, all such construction shall be inspected while in progress by the city and must be approved upon completion by the city engineer. A certificate by the city engineer that the construction conforms to the plans and specifications and the standards contained in or referred to herein must be presented to the city council prior to acceptance of the subdivision.~~

b. ~~If the subdivider decides or elects to file security in lieu of completing construction prior to recording of the final plat, he may utilize one of the following methods of posting security. If the subdivider elects to file security, the plat shall not be recorded unless the subdivider has done one of the following:~~

1. ~~*Performance bond* has filed with the commission a bond executed by a surety company holding a license to do business in the State of Texas, and acceptable to the City of Brenham on a form approved by the city, in an amount of the improvements as estimated by the city engineer. The performance bond shall be approved as to form and legality by the city attorney; or~~

2. ~~*Trust agreement* has placed on deposit in a bank or trust company in the name of the city, and approved by the city, in a trust account, a sum of money equal to the estimated cost of all improvements required by this chapter, the cost and the time of completion as estimated by the city engineer, selection of the trustee shall be subject to approval by the city and the trust agreement shall be executed on the form provided by the city and approved as to form and legality by the city attorney. Periodic withdrawals may be made from the trust account for a progress payment of installation costs. The amount of withdrawals shall be based upon progress work estimates approved by the city engineer. All such withdrawals shall be approved by the trustee; or~~

3. ~~*Unconditional guarantee from local bank or local savings and local association or other financial institution as approved by the City of Brenham* has filed with the commission, a letter, in a form approved by the city, signed by a principal officer of a local bank, local savings and loan association, or other financial institution, acceptable to the city, agreeing to~~

~~pay to the City of Brenham, on demand, a stipulated sum of money to apply to the estimated cost of installation of all improvements for which the subdivider is responsible under this chapter. The guaranteed payment sum shall be the estimated costs and scheduling as prepared by the subdivider's engineer and approved by the city engineer. The letter shall state the name of the subdivision and shall list the improvements that the subdivider is required to provide.~~

~~c. If one of the three (3) types of security is filed by the subdivider under paragraph (b)(4)b. of this section, the city engineer shall inspect the construction of improvements while in progress and shall inspect such improvements upon completion of construction. After final inspection, he shall notify the subdivider and the city attorney in writing as to its acceptance or rejection. He shall reject such construction only if it fails to comply with the standards and specifications contained or referred to herein. If he rejects such construction, the city attorney shall, on direction of the city council, proceed to enforce the guarantees provided in this chapter.~~

~~d. When good cause exists, the city engineer may extend the period of time for completion under paragraph (b)(4)b. of this section. No such extension shall be granted unless security as provided in said paragraph (b)(4)b. has been provided by the subdivider covering the extended period of time.~~

~~e. Neither the subdivider nor the contractor shall make a connection to or tap into the city water distribution system, electric system, or sanitary sewer system. The subdivider shall furnish all necessary materials to make the final tap or connection.~~

~~f. The subdivider shall require his construction contractors, with whom he contracts for furnishing materials and for installation of the improvements required under this chapter, and shall himself be required to furnish to the city a written guarantee that all workmanship and materials shall be free of defects for a period of one year from the date of acceptance by the city engineer.~~

SECTION 4. SAVINGS CLAUSE.

All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 5. SEVERABILITY.

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

SECTION 6. REPEALER.

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

SECTION 7. PROPER NOTICE AND MEETINGS.

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

SECTION 8. EFFECTIVE DATE.

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 1st day of October 2020.

PASSED and **APPROVED** on its second reading this the 15th day of October 2020.

____
Milton Y. Tate, Jr.
Mayor

ATTEST:

____
Jeana Bellinger, TRMC, CMC
City Secretary

Regular City Council
AGENDA ITEM 8.

Agenda Item: **Discuss and Review the FY2019-20 Third Quarter Financial Report**

Meeting Type: Regular Meeting-September 17, 2020

Department: Finance

Staff Contact: Carolyn Miller

Classification: Regular

SUMMARY STATEMENT:

See attached Financial Reports for General Fund (excluding sub-funds) and six major utility funds

ATTACHMENTS:

(1) Memo 3rd Quarter Results
(2) General Fund 3rd Qtr. Report
(3) Electric Fund
(4) Gas Fund
(5) Water Fund
(6) Wastewater Fund
(7) Sanitation Fund
(8) Drainage Fund

RELEVANCE TO COMPREHENSIVE PLAN:

Plan 2040 implementation is made possible by the City's adherence to the annual budget which identifies how essential capital projects and annual priorities will be funded and maintained.

RECOMMENDED ACTION:

MEMORANDUM

To: Mayor, Council and City Manager

From: Carolyn D. Miller, Assistant City Manager – Chief Financial Officer
Debbie Gaffey, Strategic Budget Officer

Subject: FY2019-20 Third Quarter Financial Report

Date: September 1, 2020

The Finance Division is pleased to provide financial performance reports for the period ending June 30, 2020. The General Fund (excluding sub-funds) and the six major utility funds are presented. All financials include comparisons of third quarter actual results versus third quarter prior year and budget. In addition, third quarter actual results are compared to the original and amended annual budget. Electric and Gas Funds are presented without the impact of wholesale power and gas commodity costs which are recovered by pass-thru revenue.

Actual to Budget Comparison

The General Fund and five of the six utility funds experienced *favorable actual to budget net revenues* for the third quarter. The Sanitation Fund experienced *unfavorable actual to budget net revenues* due to the early payoff of debt and other items related to the outsourcing of services to BIG.

FINANCIAL PERFORMANCE SUMMARY

	For Period Ending June 30, 2020				
Fund	YTD Revenues & Other Sources	YTD Expenditures & Other Uses	Actual Net Revenues (Loss)	Budgeted Net Revenues (Loss)	Actual to Budget Comparison Fav/(Unfav)
General	$13,386,469	$12,627,728	$758,741	$104,877	$653,864
Electric Distribution	$5,158,571	$5,018,542	$140,029	($411,733)	$551,762
Gas Distribution	$1,126,160	$1,040,275	$85,885	$42,403	$43,482
Water	$2,984,265	$3,077,619	($93,354)	($118,234)	$24,880
Wastewater	$2,759,687	$2,821,148	($61,461)	($100,662)	$39,201
Sanitation	$2,668,130	$2,723,333	($55,205)	($1,969)	($53,236)
Drainage	$336,143	$122,725	$213,418	$112,178	$101,240

GENERAL FUND
The General Fund posted actual net third quarter surplus of $758,741, compared to a budgeted net third quarter surplus of $104,877. Third quarter revenues and other sources were less than budget projections by ($585,489). Contributing to this revenue shortfall were:

- Lower than budget sales tax revenue of ($241,378) associated with COVID-19;
- Lower than budget projected utility franchise fee revenue of ($181,020) due to lower electric and gas (pass-through) prices; and
- Lower than budget charges for services revenue of ($133,784) associated with closure and partial openings of parks, library and aquatic center.

We anticipate a budget revenue and other financing sources shortfall for FY2020 of ($800,000). This is better than the ($1.4) million shortfall anticipated last April. Sales tax revenue during COVID-19 has been stronger than expected because of more in-town consumer spending, higher sales taxes from on-line shopping and commercial spending for COVID modifications. In addition, City facilities have been reopened with modifications to hours and services and are generating some revenue, albeit not at the levels pre-COVID-19.

Third quarter operating expenditures and other financing uses were favorable (lower) than budget appropriations by $1,239,353.

- Personnel costs were $802,354 favorable (lower) than budget due to normal turnover and vacancies; one-week furloughs taken by full-time staff to mitigate potential COVID-19 related revenue shortfalls; and medical insurance savings;
- Supplies were $167,129 favorable to budget with ($14,662) on lower fuel costs, animal shelter supplies, IT supplies, and clothing/PPE;
- Maintenance expenses were ($15,846) unfavorable (higher) than budget primarily due to pool repairs and repairs at the Police and Fire Stations;
- Service expenses were $6,224 favorable (lower);
- Non-capital costs were $64,068 favorable (lower) due to deferral of wireless access points and savings from Aquatic Center projects funded by BCDC;
- Capital costs were ($3,841) unfavorable to budget due to a small overage for concrete work at the shooting range; and
- Sundries were under budget by $115,645 due to a curtailment in travel to seminars and training brought on by COVID-19.

We anticipate a budget expenditure savings of $1,400,000 which will more than offset the revenue shortfall of ($800,000). This will create a budget surplus of $600,000. With employee furloughs contributing to this surplus, we are recommending giving employees equivalent vacation days for days furloughed and offering a buy-back option to make them financially whole. This will reduce the surplus by approximately $175,000 if all employees exercise the option.

ELECTRIC FUND
The Electric Distribution Fund posted an actual net third quarter profit of $140,029 which was $551,762 favorable to the budgeted net third quarter loss of ($411,733). Highlights for the third quarter:

- Revenues from charges for services were lower than budget by ($48,313) due to lower than budget kWh consumption;
- Department operating expenditures were favorable (lower) to budget by $661,432 with savings realized in personnel, capital outlay and franchise fees;
- Debt service for the Copper Replacement Project tracked budget; and
- Transfers to the General Fund were slightly lower than budget due to lower third quarter spending in General Fund shared service departments.

Key Electric Fund infrastructure projects for the third quarter included:

- Annual pole change-outs
- Installation of auto protection devices
- Improvements to system automation
- Copper conductor replacement
- Blinn new Ag building
- Gay Hill feeder upgrade
- Annual service installs and replacements (lines, meters and transformers)

GAS FUND
For the third quarter, the Gas Distribution Fund posted actual net revenues of $85,885 which was favorable by $43,482 to a budgeted third quarter net revenues of $42,403. Highlights for the third quarter:

- Revenues from charges for services were lower than budget by ($101,058) as mcf consumption was lower than budget because of mild winter weather;
- Department operating expenditures were favorable (lower) to budget by $106,216 because gross revenue tax (franchise fees) were lower on lower revenues and significant savings in supplies due to timing on equipment purchases;
- The Gas Fund has no debt service; and
- Transfers to the General Fund and Electric Fund were lower than budget because of shared service department savings.

Key Gas Fund infrastructure projects for the third quarter included:

- Poly valve additions to enhance system reliability and safety
- Main extension to 290 East
- Vintage Farms Phase II
- Gas main along Blue Bell Road
- Burleson gas main extension
- Annual service installs and replacements (lines, meters and regulators)

WATER FUND

The Water Fund posted third quarter actual net loss of ($93,354) which was favorable to budget net loss of ($118,234) by $24,880. Highlights for the third quarter:

- Revenues from charges for services were ($98,307) lower than budget because water consumption was lower than budget estimates;
- Department operating expenditures were favorable (lower) to budget by $58,129 with savings from supplies, maintenance, services, capital outlay, and franchise fees offsetting overages in personnel costs and water supply costs;
- Debt service (pro-rated) was higher than budget; and
- Transfers-out to the General Fund and the Electric Fund for shared service cost reimbursements were favorable to budget by $49,059.

Key Water Fund infrastructure projects for the third quarter included:

- AC/CI water line replacements (contractor)
- Lake line lowering
- Raw water intake/Gabions (FEMA)
- Protective coating project Phase II
- Baker-Katz water line
- Industrial Blvd water line lowering
- Zippy J's water line
- Annual new services (lines and meters)

WASTEWATER FUND

Third quarter net loss for the Wastewater Fund was ($61,461) and was $39,201 favorable to third quarter budget net loss of ($100,662). Highlights for the third quarter:

- Revenues from charges for services were ($118,682) lower than budget estimates;
- Operating expenditures were favorable to budget by $122,378, driven by lower franchise fees on lower revenues and savings in all categories except capital expenditures;
- Debt service (pro-rated) tracked budget; and
- Transfers-out to the General Fund and the Electric Fund for shared service cost reimbursements were favorable to budget by $28,642.

Key Wastewater Fund infrastructure projects for the third quarter included:

- Baker-Katz
- Limit Street sewer main relocation
- Burleson sewer main extension

SANITATION FUND

The combined operations of the Sanitation Fund posted actual third quarter net loss of ($55,205), compared to budget net loss of ($1,969), an unfavorable variance of ($53,236). The Sanitation Fund has strong working capital reserves of over $1.5 million, primarily from the sale of capital assets, to help during the transition period of outsourcing services to BIG. Highlights for the third quarter:

- Takeover of the Transfer Station and Collection Station business lines by BIG reflected in unfavorable charges for services;
- Contractual outsourcing of residential and commercial collection services (including curbside recycling) to BIG reflected in favorable budget variances for all expenditure categories except contractual services;
- Early payoff of outstanding debt (unfavorable to budget) and sale of assets (favorable to budget); and
- Transfers-out to the General Fund and the Electric Fund for shared service cost reimbursements that were favorable to budget.

DRAINAGE FUND

The Drainage Fund posted actual third quarter net revenues of $213,418, compared to budget net revenues of $112,178, a favorable variance of $101,240. Highlights for the third quarter:

- Revenues running slightly higher than budget estimates;
- Personnel savings offsetting overages in supplies and maintenance expenditures; and
- Savings in debt service with deferral on first payment for a street sweeper into next fiscal year and deferral of the purchase of a gradall into next fiscal year.

CONCLUSION

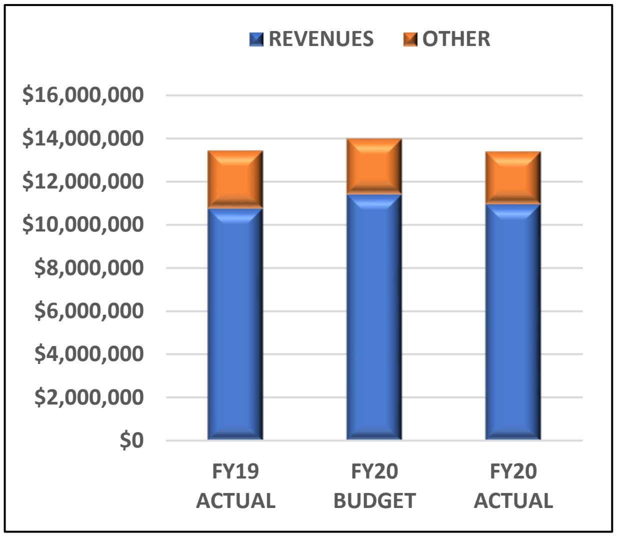
Except for the Sanitation Fund, all funds experienced favorable actual third quarter net revenues relative to budget. From a financial perspective, the City is weathering the impact of COVID-19 better than expected. However, the virus is still with us and we will remain financially conservative for the near future.

After you have reviewed this quarterly financial performance report, should you have any questions or comments prior to the council meeting, please do not hesitate to contact us directly.

YTD
6/30/20

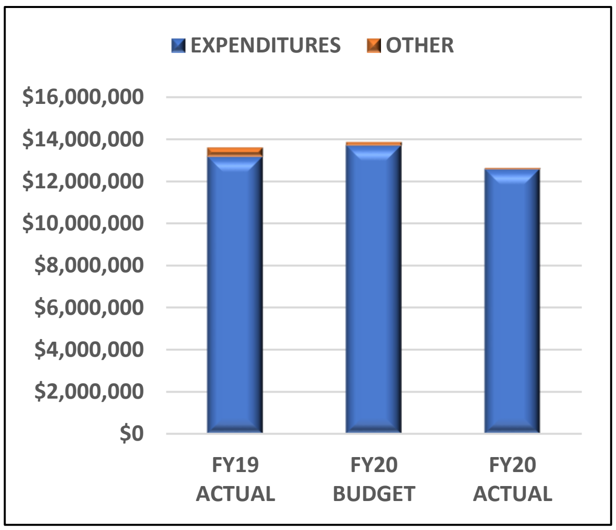
GENERAL FUND - FINANCIAL RESULTS

REVENUES AND OTHER FINANCING SOURCES



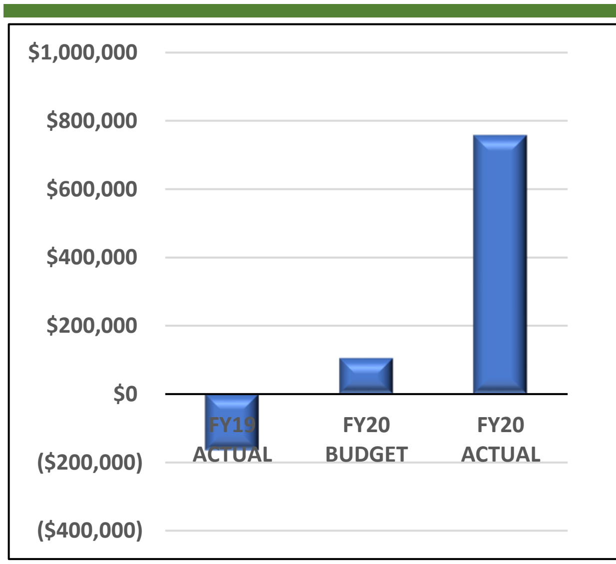
For the third quarter of Fiscal Year 2019-20, $13.4 million of actual revenues and other financing sources were within 95.8% of the budget projection of $14.0 million and just slightly lower than prior year's results. Revenues were lower than budget projections by ($454,902) due to COVID-19 impact on sales tax and lower utility franchise fees from lower power pass-through costs. Revenues from licenses and permits and miscellaneous income were higher than budget. All other revenues were lower than budget. Transfers-in for shared services were lower than budget on favorable expenditures in those departments.

EXPENDITURES AND OTHER USES OF FINANCING SOURCES



For the third quarter of Fiscal Year 2019-20, actual expenditures and other uses of resources were favorable (lower) than budget by ($1,239,728) and favorable (lower) than prior year by ($972,911). Over 70 percent of the budget savings was in personnel. Medical insurance premiums were lower than prior year due to savings obtained at re-bid. Salary savings were the result of turnover, one week furloughs and vacancies. There were budget savings in supplies, services, non-capital and sundries expenditure categories.

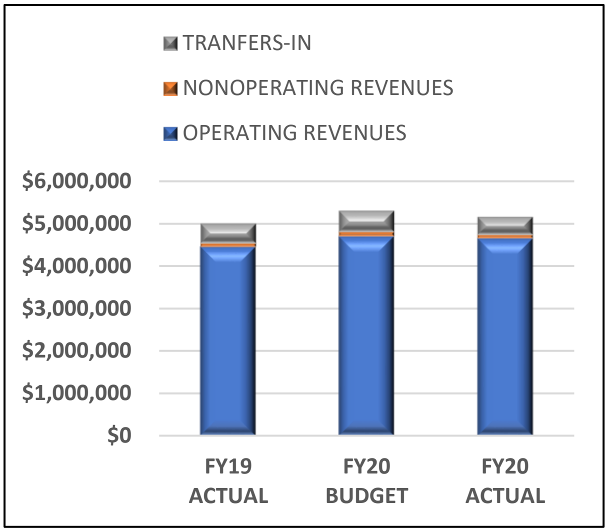
INCREASE/(DECREASE) OF FUND BALANCE



For the third quarter of Fiscal Year 2019-20, there was a increase to fund balance of $758,741. This compared favorably to a budgeted increase of $104,877) and a prior year decrease of ($165,510).

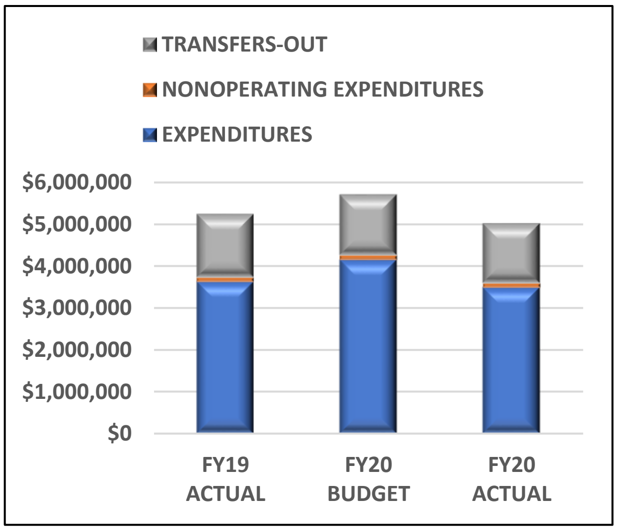
FUND 101

REVENUES AND OTHER FINANCING SOURCES



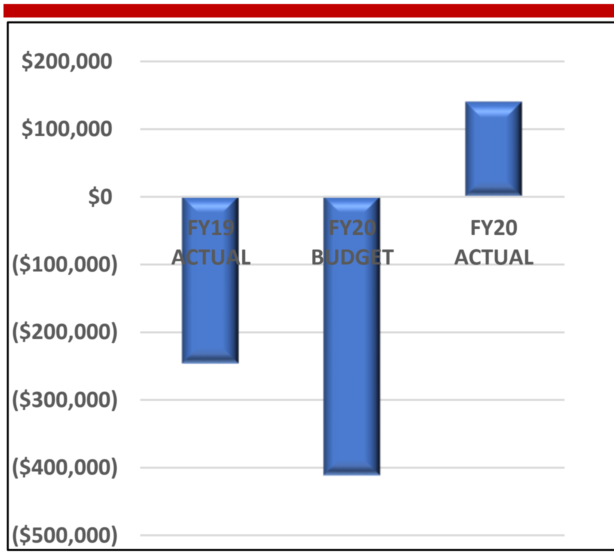
For the third quarter in Fiscal Year 2019-20, actual distribution revenues, other financing sources, and transfers-in of $5.2 million were lower than budget projections by ($139,611) but exceeded prior year results by $159,881 or 3.2 percent. For revenues, actual kWh consumption at 189.0 million was lower than the 190.7 kWh budgeted and higher than FY19 kWh consumption of 188.0 million. As a result, billed consumption revenues were lower than budget but higher than prior year. Lower interest income depressed nonoperating revenues relative to budget, while the ACM and Director vacancies in Public Utilities reduced shared services reimbursement from the transfers-in.

EXPENDITURES AND OTHER USES OF FINANCING SOURCES



For the third quarter in FIscal Year 2019-20, actual distribution operating expenditures, uses of other financing sources, and transfers-out of $5.0 million were $691,373 or 12.1 percent favorable (lower) than budget and $226,731 or 4.3 percent favorable (lower) than prior year. Budgetary expenditure savings were realized across all operating expenditure categories. Transfers-out to the General Fund were lower on shared service department savings.

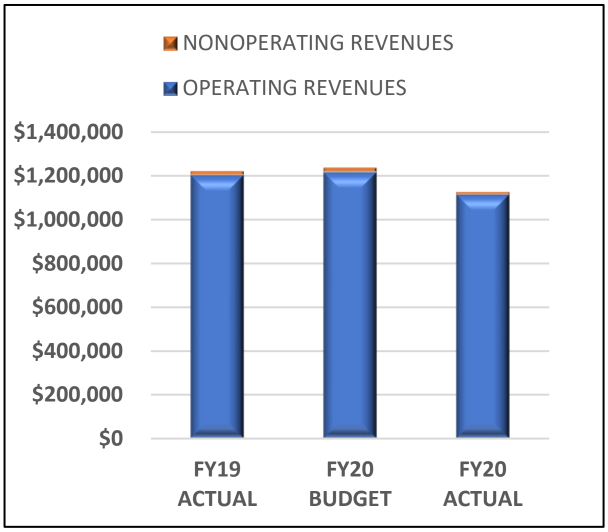
CHANGE IN NET POSITION OPERATIONS



For the third quarter of Fiscal Year 2019-20, fund balance for distribution operations increased $140,029. Net distribution operating revenues were favorable to budget by $551,762 and favorable to prior year by $386,612.

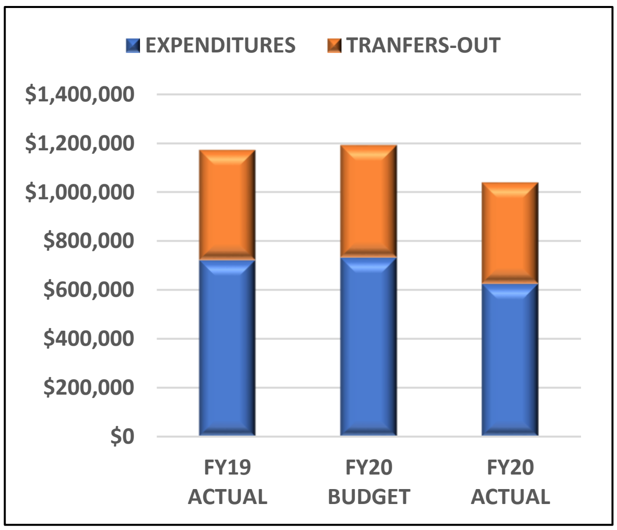
For purchased power pass-through accounted for in Fund 122, an under collection of ($403,140) was recognized in the third quarter of Fiscal Year 2019-20. The under collection will be recovered during the summer months in Fiscal Year 2019-20.

REVENUES AND OTHER FINANCING SOURCES



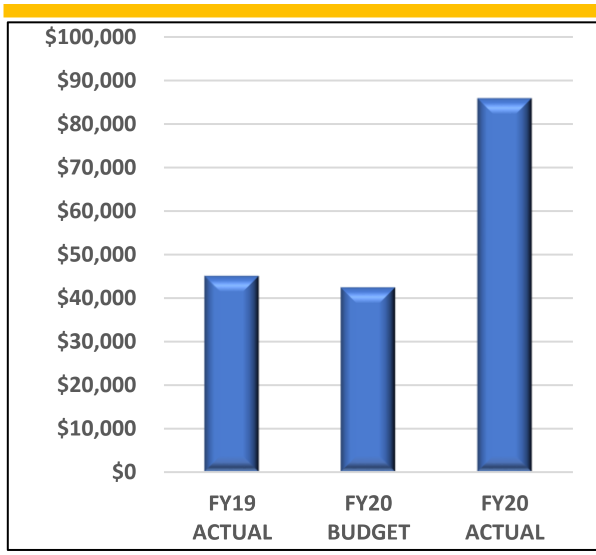
For the third quarter of Fiscal Year 2019-20, actual distribution revenues and other financing sources of $1.1 million, trailed the budget forecast of $1.2 million and prior year actuals of $1.2 million. Mild winter weather lowered natural gas heating consumption. Actual mcf consumption at 344,132 was lower than the 397,670 mcf budgeted and lower than FY18-19 mcf consumption of 394,914. The Valmont galvenizing plant helped boost FY18-19 third quarter results prior to plant closure.

EXPENDITURES AND OTHER USES OF FINANCING SOURCES



For the third quarter of FIscal Year 2019-20, actual distribution operating expenditures and transfers-out were $152,966 or 12.8 percent favorable (lower) than budget and $133,502 or 11.4 percent favorable (lower) than prior year. Medical plan savings on re-bid created salaries (and benefits) savings, when comparing actual to budget results. There was significant savings in franchise fees due to lower pass-through costs for natural gas commodity. Natural gas prices are down from prior year's prices and lower than budgeted estimates. Transfers-out to the General Fund and the Electric Fund were lower than budget on shared service cost savings.

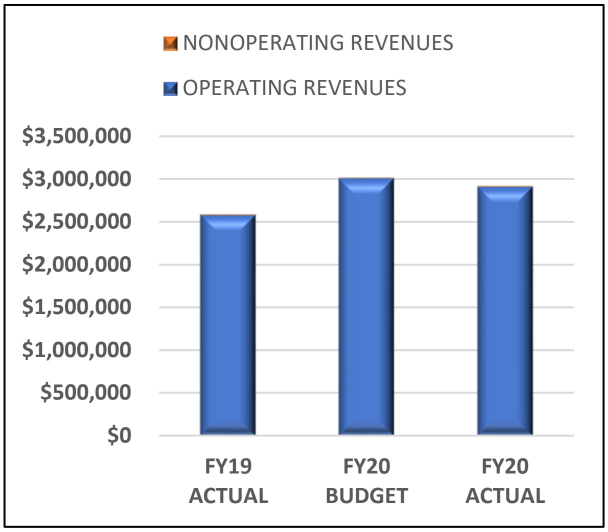
CHANGE IN NET POSITION OPERATIONS



For the third quarter of Fiscal Year 2019-20, fund balance for distribution operations increased $143,038 which is favorable to the budgeted increase of $13,387 and favorable to prior year's increase of $49,670.

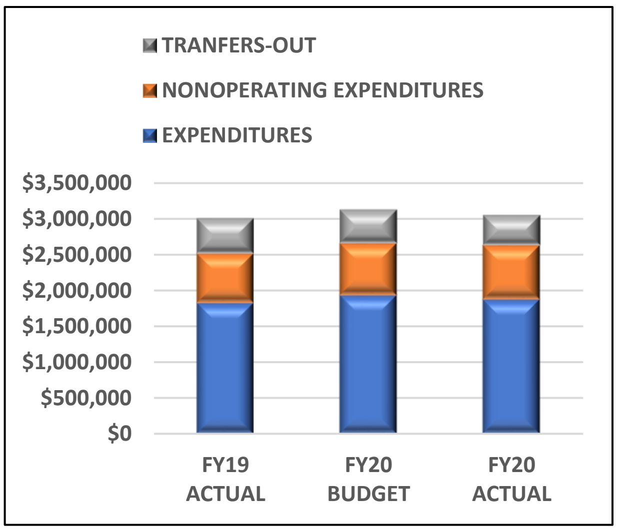
At the end of the third quarter, there was an over-collection of natural gas commodity pass-through of $143,038 which was favorable to the budgeted over-collection of $13,387 and prior year's over-collection of $49,670.

REVENUES AND OTHER FINANCING SOURCES



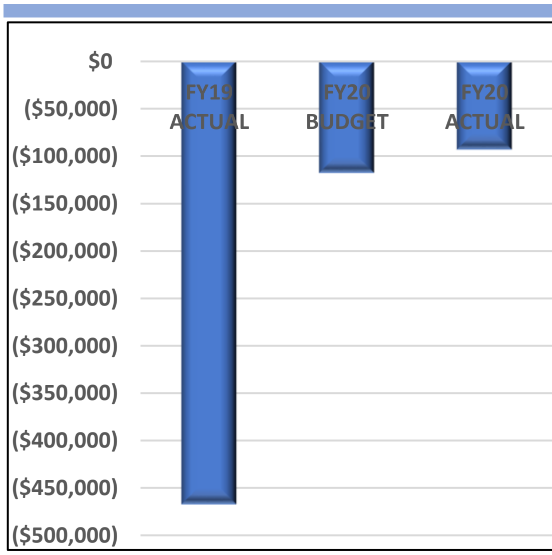
For the third quarter of Fiscal Year 2019-20, actual revenues and other financing sources of $2.9 million, were below budget forecast of $3.0 million and higher than prior year's results. Water consumption revenues were slightly lower than budget on lower water consumption. Customers consumed 516.7.5 million gallons for the nine months compared to 530.5 million budgeted and 474.0 million consumed in prior year. Unusually wet winter weather contributed to lower consumption in the prior year.

EXPENDITURES AND OTHER USES OF FINANCING SOURCES



For the third quarter of FIscal Year 2019-20, actual operating expenditures, nonoperating expenditures, and transfers-out of $3.1 million, were $75,651 favorable (lower) than budget and ($46,290) unfavorable (higher) than prior year. Actual expenditures were lower than budget levels and transfers-out to the General Fund and Electric Fund were lower than budget due to budget savings in shared service costs.

CHANGE IN NET POSITION OPERATIONS



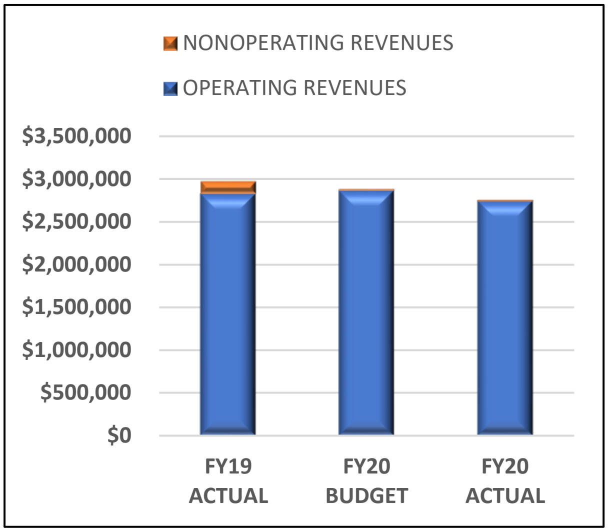
For the third quarter of Fiscal Year 2019-20, net income decreased reserves by ($93,354) which was favorable to the budgeted decrease of ($118,234) and prior year's third quarter results which decreased reserves by ($467,655).

YTD
6/30/20

WASTEWATER FUND - FINANCIAL RESULTS

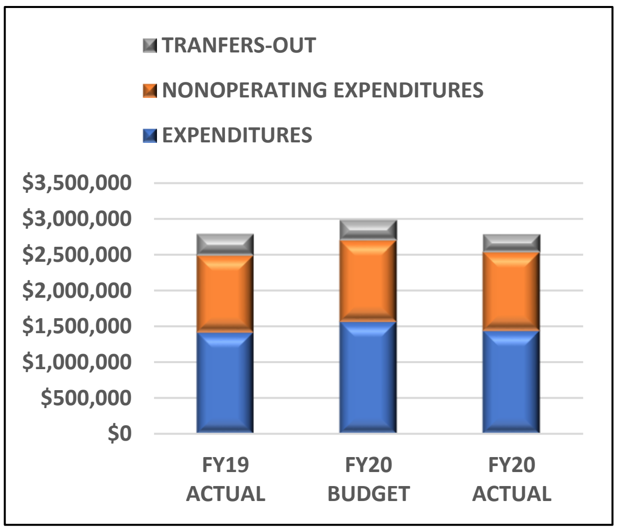
FUND 105

REVENUES AND OTHER FINANCING SOURCES



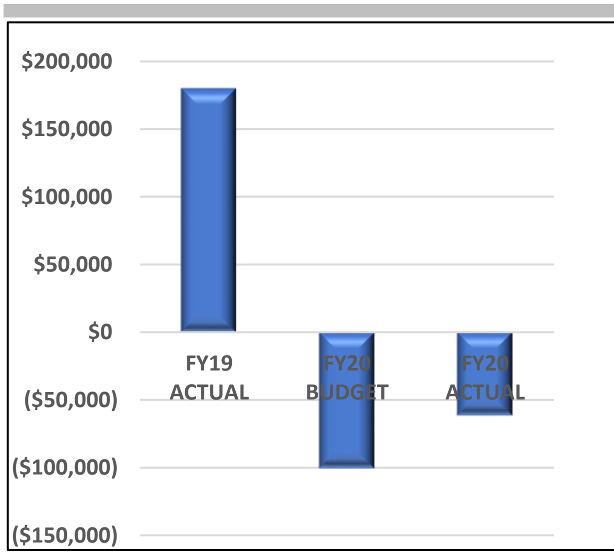
For the third quarter of Fiscal Year 2019-20, actual revenues and other financing sources of $2.8 million, were ($120,658) unfavorable (lower) than the $2.9 million in the budget forecast and ($209,154) lower than prior year's results of $3.0 million. Wastewater revenues were down across all rate classes.

EXPENDITURES AND OTHER USES OF FINANCING SOURCES



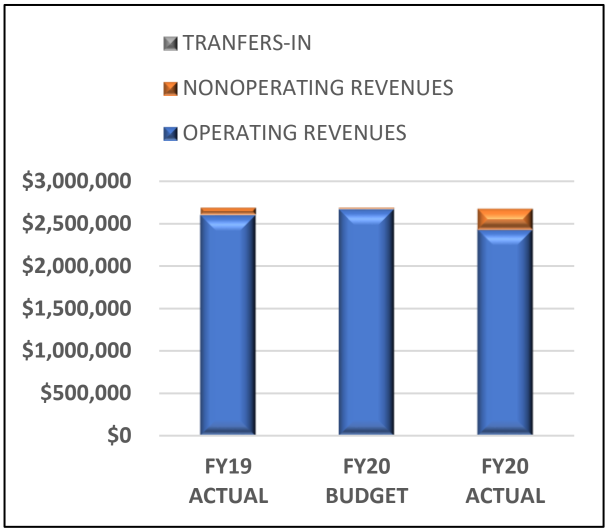
For the third quarter of FIscal Year 2019-20, actual operating expenditures, nonoperating expenditures, and transfers-out of $2.8 million, were $192,777 or 6.5 percent favorable (lower) than budget and even with prior year.

CHANGE IN NET POSITION OPERATIONS



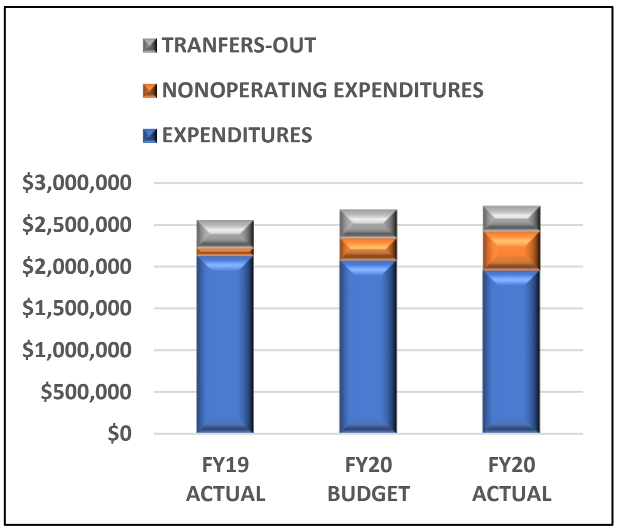
For the third quarter of Fiscal Year 2019-20, net loss from operations decreased reserves by ($61,461) and was higher than the planned budget net loss of ($100,662) but lower than prior year's net income of $180,092.

REVENUES AND OTHER FINANCING SOURCES



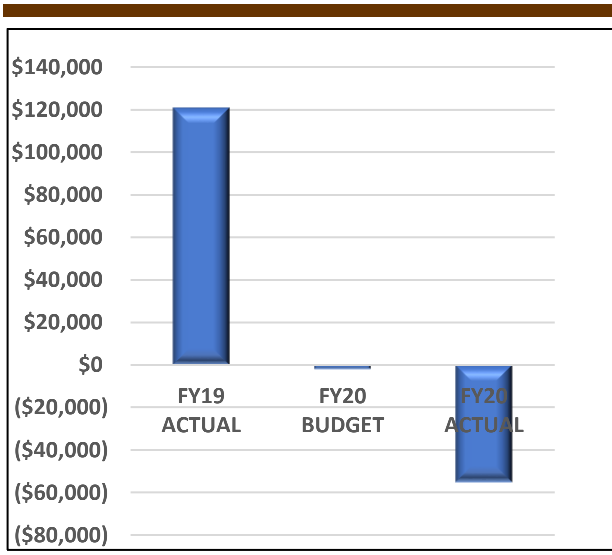
For third quarter of Fiscal Year 2019-20, actual revenues and other financing sources of $2.7 million, were even with the budget forecast of $883,210 and prior year's results. The partial sell-off of vehicles and equipment shown in nonoperating revenues offset the loss of revenue from the Transfer and Collection Stations and the Recycling Center which were outsourced to BVR Waste and Recycling during the quarter.

EXPENDITURES AND OTHER USES OF FINANCING SOURCES



For the third quarter of FIscal Year 2019-20, actual operating expenditures, nonoperating expenditures, and transfers-out of $2.7 million were slightly higher than budget due to the accelerated payoff of debt on vehicles and equipment sold to BVR. Most operating costs, including personnel ended with the BVR transition. Contractual service costs between BVR and the City will continue for residential and commercial pickup.

CHANGE IN NET POSITION OPERATIONS



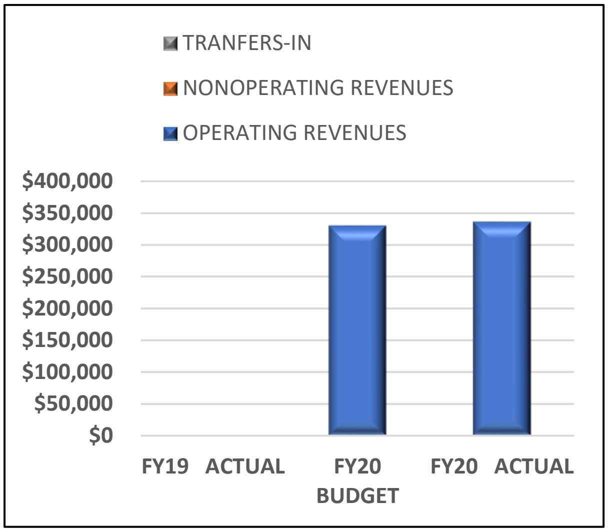
For third quarter of Fiscal Year 2019-20, a net loss of ($55,205) was incurred because of accelerated debt payoff.

YTD 6/30/20

SANITATION FUND - FINANCIAL RESULTS

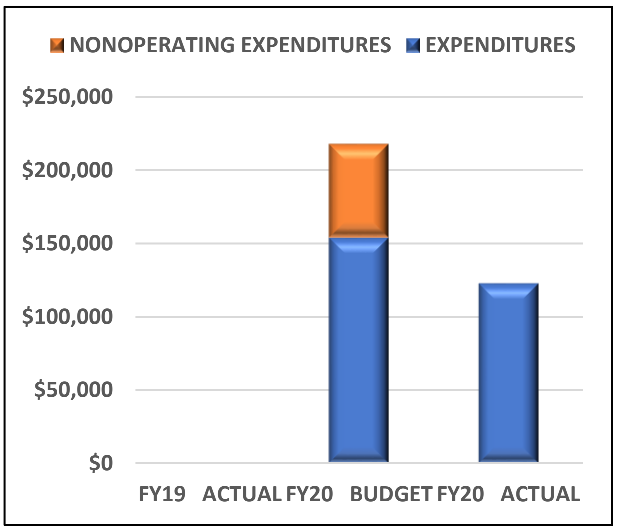
FUND 106

REVENUES AND OTHER FINANCING SOURCES



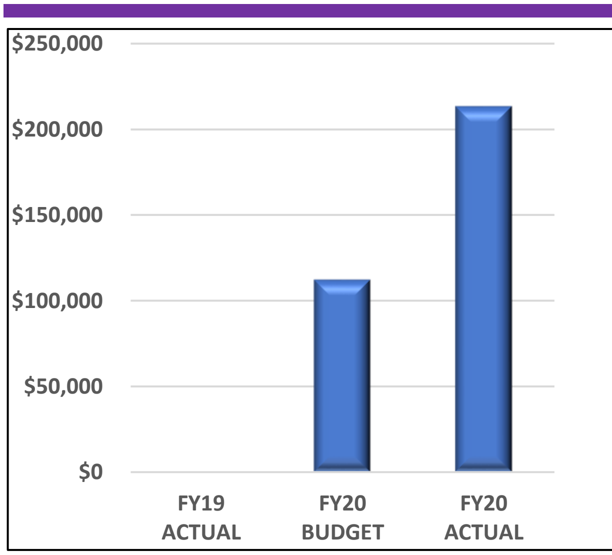
The Drainage Fund began operatings January 1, 2020. For the third quarter, revenues of $336,143 were above budget estimates.

EXPENDITURES AND OTHER USES OF FINANCING SOURCES



For the third quarter of FIscal Year 2019-20, actual operating expenditures and nonoperating expenditures of $301,097 were below budget because of the deferral of a loan payment on a street sweeper into the next fiscal year and lower expenditures, particularly in personnel.

CHANGE IN NET POSITION OPERATIONS



Year-to-date net revenue in the fund is $213,418 which is favorable to budget because of the deferral on the loan payment and lower expenditures.

YTD 6/30/20

DRAINAGE FUND - FINANCIAL RESULTS

FUND 107

Regular City Council
AGENDA ITEM 9.

Agenda Item: **Discuss and Possibly Act Upon Ordinance No. O-20-020 on Its Second Reading Adopting the Budget for Fiscal Year Beginning October 1, 2020 and Ending September 30, 2021**

Meeting Type: Regular Meeting-September 17, 2020

Department: Finance

Staff Contact: Carolyn D. Miller

Classification: Regular

SUMMARY STATEMENT:

The proposed FY2020-2021 budget has been developed in compliance with the property tax code, local government code, and City Charter. The proposed budget includes appropriations of operating resources for 30 separate funds and authorizes $68.4 million in expenditures. The proposed budget is on the City's website and on file with the City Secretary. This agenda item is for the first reading of the Ordinance to adopt the proposed FY2020-21 budget. **Council must take a record vote on this item.**

ATTACHMENTS:

(1) Ordinance No. O-20-020
(2) FY21 Combined Fund Summary (Exhibit A)

RELEVANCE TO COMPREHENSIVE PLAN:

Plan 2040 implementation is made possible by the City's annual budget process. The annual budget identifies how essential capital projects and annual priorities will be funded and maintained. (page 100)

RECOMMENDED ACTION:

RECORD VOTE Approve Ordinance No. O-20-020 on its second reading adopting the budget for Fiscal Year beginning October 1, 2020 and Ending September 30, 2021.

ORDINANCE NO. O-20-020

AN ORDINANCE ADOPTING A BUDGET FOR THE CITY OF BRENHAM, TEXAS FOR THE FISCAL YEAR 2020-21; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Brenham, Texas, has prepared a budget for the fiscal year October 1, 2020 through September 30, 2021 and has filed same with the City Secretary and has held a public hearing on same, all after due notice as required by statute.

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

SECTION I.

That the City Council of the City of Brenham, Texas does hereby adopt the Budget for the City of Brenham, Texas, for the fiscal year October 1, 2020 through September 30, 2021 as shown in the attached Exhibit "A", which is incorporated herein as though copied herein verbatim.

SECTION II.

That authority is hereby given to the City Manager to approve transfers of portions of any item of appropriation within the same department and transfers from one department to another department within the same fund.

SECTION III.

This Ordinance shall become effective as provided by the Charter of the City of Brenham, Texas.

PASSED AND APPROVED on its first reading this the 3rd day of September 2020.

PASSED AND ADOPTED on its second reading this the 17th day of September 2020.

____

Milton Y. Tate, Jr.
Mayor

ATTEST:

____

Jeana Bellinger, TRMC, CMC
City Secretary

____

Cary Bovey
City Attorney

CITY OF BRENHAM
COMBINED FUND SUMMARY
FY20-21 PROPOSED BUDGET (FINAL)

EXHIBIT A

	GENERAL FUND										COMPONENT UNIT	SPECIAL REVENUE FUNDS			
	GENERAL	POLICE DEPT GRANTS	MOTOR/ PD EQUIP	PUBLIC SAFETY	FEMA DISASTER	DONA-TIONS	FIRE DEPT GRANTS	CAPITAL/ NON-ROUTINE	TOURISM & PROMOTION	DEBT	BCDC & BCDC CAPITAL	HOTEL/ MOTEL	HOTEL/ TAX CNTY	CRIM LAW ENFORCE	COURTS TECH
BEGINNING BALANCE	4,390,169	$0	$0	7,784	(279,059)	281,157	$0	104,351	262,328	668,368	1,427,030	99,790	31,145	46,999	50,476
REVENUES															
TAXES	12,721,439	-	-	-	-	-	-	-	-	2,784,323	1,744,776	337,500	100,000	-	-
LICENSES AND PERMITS	164,485	-	-	-	-	-	-	-	-	-	-	-	-	-	-
INTERGOVERNMENTAL	377,000	10,000	2,844	3,400	-	-	356,629	-	-	-	-	-	-	-	-
CHARGES FOR SERVICES	620,342	-	-	-	-	-	-	-	252,973	-	-	-	-	-	43,400
FINES AND FORFEITURES	614,617	-	-	-	-	-	-	-	-	-	-	-	-	-	-
INVESTMENT INCOME	128,800	-	-	-	-	-	-	-	-	11,000	18,000	2,000	750	200	500
PAYMENT FROM COMPONENT UNIT	277,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-
CONTRIBUTIONS AND DONATIONS	-	-	-	-	-	81,000	-	-	1,000	-	-	-	-	-	-
MISCELLANEOUS	201,303	-	-	-	-	-	-	-	-	-	3,417	-	-	10,000	-
TOTAL REVENUES	$15,104,986	$10,000	$2,844	$3,400	$0	$81,000	$356,629	$0	$253,973	$2,795,323	$1,766,193	$339,500	$100,750	$10,200	$43,900
EXPENDITURES															
CURRENT															
CULTURE AND RECREATION	3,484,067	-	-	-	-	18,500	-	-	821,801	-	146,205	-	100,750	-	-
GENERAL GOVERNMENT	5,598,721	-	-	-	-	55,000	-	104,351	-	-	-	-	-	-	32,002
HEALTH AND WELFARE	559,697	-	-	-	-	3,000	-	-	-	-	-	-	-	-	-
HIGHWAYS AND STREETS	1,329,950	-	-	-	-	-	-	-	-	-	-	-	-	-	-
PUBLIC SAFETY	7,310,100	10,000	2,844	7,200	-	38,000	374,336	-	-	-	-	-	-	1,710	-
ECONOMIC DEVELOPMENT	-	-	-	-	-	-	-	-	-	-	373,010	-	-	-	-
COST OF SALES AND SERVICES	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
ELECTRIC	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
GAS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
WATER	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
WASTEWATER	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SANITATION	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
DRAINAGE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
GROSS REVENUE TAX	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
INTERNAL SERVICE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
DEBT SERVICE															
INTEREST & FISCAL CHARGES	-	-	-	-	-	-	-	-	-	615,901	74,101	-	-	-	-
PRINCIPAL RETIREMENT	-	-	-	-	-	-	-	-	-	2,179,422	150,377	-	-	-	-
CAPITAL OUTLAY	65,000	-	-	-	-	-	-	-	-	-	297,000	-	-	-	-
TOTAL EXPENDITURES	$18,347,535	$10,000	$2,844	$7,200	$0	$114,500	$374,336	$104,351	$821,801	$2,795,323	$1,040,693	$0	$100,750	$1,710	$32,002
OTHER FINANCING SOURCES (USES)															
TRANSFERS IN	3,272,756	-	-	-	-	-	17,707	-	305,500	-	-	-	-	-	-
TRANSFERS OUT	(40,207)	-	-	-	-	-	-	-	-	-	-	(305,500)	-	-	(18,000)
PAYMENT TO PRIMARY GOVERNMENT	-	-	-	-	-	-	-	-	-	-	(1,019,500)	-	-	-	-
ISSUANCE OF DEBT	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
CREDIT LINE PROCEEDS	10,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL OTHER FINANCING SOURCES (USES)	$3,242,549	$0	$0	$0	$0	$0	$17,707	$0	$305,500	$0	($1,019,500)	($305,500)	$0	$0	($18,000)
CHANGE IN FUND BALANCE	-	-	-	(3,800)	-	(33,500)	0	(104,351)	(262,328)	-	(294,000)	34,000	-	8,490	(6,102)
ENDING FUND BALANCE	$4,390,169	$0	$0	$3,984	($279,059)	$247,657	$0	$0	($0)	$668,368	$1,133,030	$133,790	$31,145	$55,489	$44,374

CITY OF BRENHAM
COMBINED FUND SUMMARY
FY20-21 PROPOSED BUDGET (FINAL)

EXHIBIT A

		CAPITAL PROJECT FUNDS				ENTERPRISE FUNDS						INTERNAL SERVICE FUNDS			
	TIRZ #1	AIRPORT CAPITAL	2017 CAP PROJ	PARKS CAP IMPROV	STREET DRAINAGE	ELECTRIC	GAS	WATER	WASTE-WATER	SANI-TATION	DRAINAGE	CENTRAL FLEET	VEH/EQUIP REPLACE	WORKERS' COMP	TOTAL
BEGINNING BALANCE	45,131	0	635,615	38,762	2,672,022	9,530,629	1,489,415	1,803,505	98,296	1,080,251	332,741	100,387	213,653	228,581	$25,359,526
REVENUES															
TAXES	116,483	-	-	-	-	-	-	-	-	-	-	-	-	-	17,804,521
LICENSES AND PERMITS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	164,485
INTERGOVERNMENTAL	-	202,500	-	66,400	-	-	-	3,415,430	623,575	-	-	-	-	-	5,057,778
CHARGES FOR SERVICES	-	-	-	-	-	21,374,511	2,698,704	4,377,844	3,808,478	2,024,321	673,857	100,000	241,414	136,768	36,352,612
FINES AND FORFEITURES	-	-	-	-	-	-	-	-	-	-	-	-	-	-	614,617
INVESTMENT INCOME	-	-	1,200	-	6,500	189,901	13,500	16,400	15,500	3,500	-	1,300	-	1,500	410,551
PAYMENT FROM COMPONENT UNIT	-	-	-	742,500	-	-	-	-	-	-	-	-	-	-	1,019,500
CONTRIBUTIONS AND DONATIONS	-	-	-	5,000	-	-	-	-	-	-	-	-	-	-	87,000
MISCELLANEOUS	-	-	-	-	-	18,688	-	61,146	500	120,000	-	-	-	-	415,054
TOTAL REVENUES	$116,483	$202,500	$1,200	$813,900	$6,500	$21,583,100	$2,712,204	$7,870,820	$4,448,053	$2,147,821	$673,857	$101,300	$241,414	$138,268	$61,926,118
EXPENDITURES															
CURRENT															
CULTURE AND RECREATION	-	-	-	82,500	-	-	-	-	-	-	-	-	-	-	4,653,823
GENERAL GOVERNMENT	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,790,074
HEALTH AND WELFARE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	562,697
HIGHWAYS AND STREETS	-	225,000	336,815	-	-	-	-	-	-	-	-	-	-	-	1,891,765
PUBLIC SAFETY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7,744,190
ECONOMIC DEVELOPMENT	-	-	-	-	-	-	-	-	-	-	-	-	-	-	373,010
COST OF SALES AND SERVICES	-	-	-	-	-	15,072,676	1,274,270	392,946	-	-	-	-	-	-	16,739,892
ELECTRIC	-	-	-	-	-	3,516,213	-	-	-	-	-	-	-	-	3,516,213
GAS	-	-	-	-	-	-	549,797	-	-	-	-	-	-	-	549,797
WATER	-	-	-	-	-	-	-	2,202,151	-	-	-	-	-	-	2,202,151
WASTEWATER	-	-	-	-	-	-	-	-	1,785,841	-	-	-	-	-	1,785,841
SANITATION	-	-	-	-	-	-	-	-	-	2,027,821	-	-	-	-	2,027,821
DRAINAGE	-	-	-	-	-	-	-	-	-	-	270,790	-	-	-	270,790
GROSS REVENUE TAX	-	-	-	-	-	1,454,103	187,635	297,405	254,343	-	-	-	-	-	2,193,486
INTERNAL SERVICE	-	-	-	-	-	-	-	-	-	-	-	18,086	-	117,270	135,356
DEBT SERVICE															
INTEREST & FISCAL CHARGES	-	-	-	-	-	62,997	-	263,933	96,861	-	8,978	2,705	17,250	-	1,142,726
PRINCIPAL RETIREMENT	-	-	-	-	-	75,332	-	765,401	1,385,171	-	64,752	27,784	205,961	-	4,854,200
CAPITAL OUTLAY	-	-	300,000	760,450	2,645,000	1,186,903	421,567	5,258,753	982,075	-	-	65,000	-	-	11,981,748
TOTAL EXPENDITURES	$0	$225,000	$636,815	$842,950	$2,645,000	$21,368,224	$2,433,269	$9,180,589	$4,504,291	$2,027,821	$344,520	$113,575	$223,211	$117,270	$68,415,580
OTHER FINANCING SOURCES (USES)															
TRANSFERS IN	-	22,500	-	-	-	601,885	-	-	-	-	-	-	-	-	4,220,348
TRANSFERS OUT	-	-	-	-	-	(1,925,367)	(602,034)	(613,728)	(365,877)	(349,635)	-	-	-	-	(4,220,348)
PAYMENT TO PRIMARY GOVERNMENT	-	-	-	-	-	-	-	-	-	-	-	-	-	-	(1,019,500)
ISSUANCE OF DEBT	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0
CREDIT LINE PROCEEDS	-	-	-	-	-	-	-	1,062,081	-	-	-	-	-	-	1,072,081
TOTAL OTHER FINANCING SOURCES (USES)	$0	$22,500	$0	$0	$0	($1,323,482)	($602,034)	$448,353	($365,877)	($349,635)	$0	$0	$0	$0	$52,581
CHANGE IN FUND BALANCE	116,483	-	(635,615)	(29,050)	(2,638,500)	(1,108,606)	(323,099)	(861,416)	(422,115)	(229,635)	329,337	(12,275)	18,203	20,998	(6,436,880)
ENDING FUND BALANCE	$161,614	$0	($0)	$9,712	$33,522	$8,422,023	$1,166,316	$942,089	($323,820)	$850,616	$662,078	$88,112	$231,856	$249,579	$18,922,646

Regular City Council
AGENDA ITEM 10.

Agenda Item: **Discuss and Possibly Act Upon Ordinance No. O-20-021 on Its Second Reading Levying Property Taxes for the Tax Year 2020 for the City of Brenham at $0.5040 per $100 Valuation**

Meeting Type: Regular Meeting-September 17, 2020

Department: Finance

Staff Contact: Carolyn D. Miller

Classification: Regular

SUMMARY STATEMENT:

The proposed FY2020-21 budget includes a tax rate of $0.5040 per $100 valuation which has two components: maintenance and operations (M&O) and interest and sinking (I&S). The proposed tax rate of $0.5040 will allocate $0.3200 to the General Fund for maintenance and operations and, the balance of $0.1840 to the Debt Service Fund for interest and sinking. The City has complied with all the notices and publications as required by the Tax Code. Because the proposed tax rate does not exceed the no-new revenue rate this year, the City is not required by the Tax Code to take a record vote. However, for transparency and consistency, we recommend that a record vote is taken on this item.

ATTACHMENTS:

(1) Ordinance No. O-20-021

RELEVANCE TO COMPREHENSIVE PLAN:

Plan 2040 implementation is made possible by the City's annual budget and tax setting process. The tax rate and annual budget identify how essential capital projects and annual priorities will be funded and maintained. (page 100)

RECOMMENDED ACTION:

RECORD VOTE: Approve Ordinance on its First Reading Adopting a Tax Rate.

Suggested wording of motion: **'I move that we approve Ordinance No. O-20-021 on its second reading levying taxes for the Tax Year 2020 for the City of Brenham at $0.5040 per $100 valuation.'**

ORDINANCE NO. O-20-021

AN ORDINANCE LEVYING TAXES FOR THE TAX YEAR 2020 FOR THE CITY OF BRENHAM, TEXAS AND PROVIDING AN EFFECTIVE DATE.

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

SECTION I.

That there be and is hereby levied an ad valorem tax of $0.3200 on each one hundred dollars worth of property owned and situated within the City Limits of the City of Brenham, Texas, both real and personal and mixed, for General Fund maintenance and operating purposes for the Tax Year 2020.

SECTION II.

That there be and is hereby levied for the use of the City of Brenham, for the Tax Year 2020, an ad valorem tax of $0.1840 on each one hundred dollars worth of real, personal and mixed property owned and situated in the City Limits of the City of Brenham, Texas, for the payment of principal and interest on all outstanding bonds and lease payments, not otherwise provided for, of the City of Brenham.

SECTION III.

Wherefore, the combined tax rate in accordance with V.T.C.A. Tax Code Section 26.05 shall be $0.5040 on each one hundred dollars worth of real, personal, and mixed property of owned and situated within the City Limits of the City of Brenham, Texas.

SECTION IV.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

SECTION V.

This Ordinance shall become effective as provided by the Charter of the City of Brenham, Texas.

PASSED AND APPROVED on its first reading this the 3rd day of September 2020.

PASSED AND ADOPTED on its second reading this the 17th day of September 2020.

____
Milton Y. Tate, Jr.
Mayor

ATTEST:

____
Jeana Bellinger, TRMC, CMC
City Secretary

____
Cary Bovey
City Attorney

Regular City Council
AGENDA ITEM 11.

Agenda Item: **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**

Meeting Type: Regular Meeting-September 17, 2020

Department: Airport

Staff Contact: Kim Hodde / Donald Reese

Classification: Regular

SUMMARY STATEMENT:

In September 2017, Council authorized a three-year agreement with DBT Transportation Services, LLC for the AWOS maintenance and support services at an annual cost of $5,966. This annual maintenance cost has not increased since 2014. Execution of this agreement would lock in this rate for an additional five years. DBT has provided excellent service and response time in the past and we anticipate this excellent service to continue. 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 five (5) year agreement.

ATTACHMENTS:

(1) DBT - AWOS Renewal with attachments

RELEVANCE TO COMPREHENSIVE PLAN:

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

RECOMMENDED ACTION:

Approve the Aviation Support and Maintenance Services Agreement with DBT Transportation Services, LLC for a five-year term beginning September 1, 2020 at an annual cost of $5,966.00 and Authorize the Mayor to sign any necessary documentation

TRANSPORTATION SERVICES

AVIATION SUPPORT AND MAINTENANCE SERVICES
Order Summary

Contracted Party:	Serviced Customer: (physical address)
City of Brenham P.O. Box 1059 Brenham, TX 77834	Brenham Municipal Airport (11R) 3001 Aviation Way Brenham, TX 77834

The Effective Date of this Agreement is September 1st, 2020.

The Term of this Agreement shall be for a period of 5 year(s) from the Effective Date.

Services (check as applicable)	
■ Periodic/Pre-Season Maintenance	3 Trips
■ Equipment Restoration	Unlimited
■ NADIN DataLink Service	
☐ Other Data Services	Now Cast Lightning Data

Equipment	Manufacturer/Model	Equipment	Manufacturer/Model
☐ VOR		☐ RWIS Runway	
☐ DME		☐ ATIS	
☐ LOC		☐ NDB	
☐ GS		☐ Control Tower	
■ AWOS	Vaisala AW10-IIIPT (ACU)	☐ Markers	
☐ RVR		☐ Other	Now Cast License Bundle

Fees		Contract Total: $29,830.00
Annual Fee	$ 5,966.00	Invoiced Annually
Unplanned Outage Fee	$ 1,500.00	per day (ex. lightning strike, bird strike)
Facility Visit Fee	$ 1,500.00	per day (ex. flight check)
Holiday Fee	$ 500.00	Additional to Unplanned Outage Fee
Cancellation/Delay Fee	$ 500.00	per day

*Definitions of Terms and Conditions

Airport Manager: Kim Hodde

Email Address: khodde@cityofbrenham.org

Phone Number: 979-337-7212 ; 979-836-5462

Statement of Work and Additional Terms
Attachment 1: Aviation Support and Maintenance Services General Terms and Conditions, Rev.1 (Modified for the City of Brenham, TX) Attachment 2: Statement of Work

Pricing Year 1: 5,966.00
Pricing Year 2: 5,966.00
Pricing Year 3: 5,966.00

Pricing Year 4: 5,966.00 ; Pricing Year 5: 5,966.00

This Order Summary is part of the DBT Support and Maintenance Services Agreement ("Service Agreement") between DBT and Customer. The Service Agreement consists of this Summary and each listed attachment. By signing this Order Summary, the parties signify that they have read, understand, and agree to be bound by all the terms and conditions of the Service Agreement.

DBT Transportation Services	Brenham Municipal Airport (11R)
By: Michael Trosclair	By:
Title: Sales Manager	Title:
Date: August 7th, 2020	Date:

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

These terms and conditions are part of the DBT Support and Maintenance Services Agreement ("Agreement") for the Services and Equipment listed in the Order Summary ("Summary") The Agreement consists of the Summary, these terms and conditions, each Attachment identified in the Summary, and any supplemental Statement of Work executed by the parties.

1. Description of Fees and Services.
   1.1. The Annual Fee is for Periodic Maintenance and the specified number of Equipment Restoration site visits shown in the Summary.
   1.2. "Periodic Maintenance" is labor performed at the Equipment site at intervals shown in the Summary. It includes periodic inspections, functional testing, adjustments, replacement of equipment and parts which have failed or at Customer's request, and maintenance required by the Equipment manufacturer or government regulation. If the Equipment includes Road Weather Information System (RWIS) equipment, Periodic Maintenance includes an annual preseason maintenance check.
   1.3. "Equipment Restoration" is labor to replace failed or damaged equipment and parts at times other than during Periodic Maintenance visits. The number of Restoration visits included in the Annual Fee is shown in the Summary. DBT shall begin restoration work within one business day after an outage is reported and complete restoration as reasonably prompt as conditions permit.
   1.4. An "Unplanned Outage" is a DBT site visit to repair or replace failed or damaged equipment and parts other than during Periodic Maintenance and in excess of the number of Equipment Restoration visits included in the Annual Fee. Unplanned Outage Fees are charged on a per diem basis, including days required for travel, plus reasonable travel costs and expenses.

2655 Crescent Drive, Suite A-1 | Lafayette, CO 80026 | 844-3GETDBT | CS@DBTTranServ.com | www.DBTTranServ.com

1.5. A “Facility Visit” is an appearance by DBT, at Customer request, to attend or participate in an FAA inspection. Facility Visit fees are charged on a per diem basis, including days required for travel, plus reasonable travel costs and expenses.

1.6. “NADIN DataLink” connects the Customer’s AWOS observations to the FAA's Weather Message Switching Center (WMSCR) through the National Airspace Data Interchange Network (NADIN) for dissemination as Meteorological Terminal Aviation Routine Weather Reports (METARs).

1.7. The Holiday Fee is assessed on a per diem basis whenever any Services or facility visits are performed on a Holiday. The Holiday Fee is in addition to any other fees. By way of example, if repair for an Unplanned Outage is required on a Holiday, Customer will pay both the Unplanned Outage fee and a Holiday Fee. “Holidays” are 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.

1.8. A “Cancellation/Delay Fee” is charged in addition to any other applicable fees, when DBT appears at the Customer’s location for a scheduled visit but is unable to enter the airport property or access the Equipment for any reason.

1.9. All fees are for labor only. Customer is responsible for the cost of all equipment, replacement parts and other materials. DBT agrees to use Customer’s inventory of replacement parts and will invoice Customer for any parts or materials not available in Customer's inventory. Customer is advised to maintain a current list of its replacement parts inventory, which shall be provided to DBT at DBT’s reasonable request but, in any event, prior to any visit for service or maintenance.

2. Customer Responsibilities. In addition to the payment of fees and the other obligations under this Agreement, Customer shall be responsible for:

2.1. Monitoring the status of the systems following maintenance;

2.2. Security in and around the Equipment;

2.3. Maintaining the grounds and buildings associated with the Equipment in good repair and in compliance with all federal, state and local rules and regulations.

2.4. Providing DBT transportation from the airport and access to the Equipment site during normal business hours upon reasonable notice, and outside of normal business hours as may be necessary for repairs;

2.5. Loss or damage to the Equipment for causes other than actions by DBT. Customer is encouraged to obtain its own insurance to cover any such loss or damage; and

2.6. Issuing NOTAMs (Notices to Airmen) and other public notices relating to the status of the Equipment.

3. Payment, Payment Default, and Right to Dispute.

3.1. Payment of Invoices. DBT will invoice Customer annually, quarterly or monthly, as applicable, for the fees and other charges described in this Agreement and the Summary. In accordance with Chapter 2251, Texas Government Code, payment by customer of each invoice is due, in US Dollars, within 30 days of the date the invoice is received by the Customer (the invoice's "Due Date").

3.2. Payment Default. If Customer does not pay an invoice by the Due Date or if Customer files or has filed against it any voluntary or involuntary Bankruptcy petition, or becomes subject to an assignment for the benefit or creditors, receivership or other insolvency proceeding (individually and collectively, a "Payment Default"), DBT may take any and of the following actions, individually or in combination:

3.2.1. Cease performing or refuse to perform Services which have not been paid for;

3.2.2. Require a cash deposit, standby letter of credit, or such other assurance of payment DBT may deem appropriate, as a condition to providing any labor or materials requiring payment of fees and expenses in additional to the Annual Fee;

3.2.3. Terminate this Agreement.

3.3. Customer Right to Dispute Charges. Customer may in good faith dispute and withhold payment of all or any part of an invoice by paying the undisputed balance of the invoice and giving DBT written notice of the disputed amount and a reasonable description of the basis for the dispute on or before the invoice Due

Date. The parties shall confer in a good faith attempt to resolve the dispute within ten (10) business days after DBT receives notice of the dispute. If the resolution of the dispute requires an invoice adjustment, DBT shall make an appropriate adjustment to the invoice or Customer shall pay the adjusted amount within ten (10) business days, as applicable. If the parties are unable to agree on a resolution to the dispute, DBT may, without further notice, exercise any of its rights for a Payment Default.

4. Termination.

4.1. Termination for Material Breach. Except with respect to a Payment Default to which paragraphs 3.2 and 3.3 apply, in the event of a material breach of this Agreement, the party claiming the breach shall notify the other in writing, describing the breach in reasonable detail. The party accused of the breach shall have 30 days from receipt of notice of breach to cure the breach. If the breach is not cured within the 30-day period, the party claiming the breach may, by written notice to the other party, immediately terminate this Agreement.

4.2. This Agreement may be terminated by DBT or Customer, without cause and at any time, upon ninety (90) days written notice to the other party. The period of notice of termination shall start from the date of the written notice to the other party. Customer shall not be obligated to pay for any services rendered after the date of termination.

4.3. Termination without cause for Force Majeure. A delay or failure to perform for a reason described in paragraph 10 (Force Majeure) shall not be considered a material breach of this Agreement. However, if a delay or failure to perform for a Force Majeure reason continues for a period of sixty (60) consecutive days and there is no reasonably foreseeable remedy or cure available, this Agreement may thereafter be terminated by either party upon ten days written notice.

4.4. Obligations upon Termination. Upon termination of this Agreement for any reason:

4.4.1. Customer shall pay each outstanding, undisputed invoice by its Due Date;

4.4.2. DBT will submit a final invoice for unpaid, undisputed services provided and non- refundable costs incurred prior to the effective date of termination, all of which will be due and payable by the Due Date.

4.4.3. All payments made by Customer to DBT prior to the effective date of termination shall be non-refundable.

4.4.4. To the extent allowed by law, and subject to records retentions law applicable to the Customer, each party shall promptly return all Confidential Information belonging to the other party.

5. Performance Warranty and Disclaimer of Other Warranties.
   5.1. DBT represents and warrants it will perform the Services in a professional manner consistent with generally accepted industry standards, using qualified field technicians and other personnel, all of whom shall have and maintain any certifications and licenses required by the FAA
   5.2. Except as expressly provided in this paragraph 5, TO THE MAXIMUM EXTENT PERMITTED BY LAW, DBT MAKES NO OTHER WARRANTIES AND EXPLICITLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, THE RELIABILITY OR ACCURACY OF DATA OR INFORMATION GENERATED OR TRANSMITTED BY ANY EQUIPMENT OR SOFTWARE, AS WELL AS ANY WHICH MAY ARISE FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.
   5.3. DBT IS NOT RESPONSIBLE FOR ANY DAMAGES OR LIABILITY ARISING OUT OF THIRD PARTY PRODUCTS OR SERVICES, EVEN IF SUCH PRODUCTS OR SERVICES ARE USED BY DBT IN THE COURSE OF PROVIDING SERVICES UNDER THIS AGREEMENT.
6. Insurance. During the term (including the term of any renewal) of this Agreement and for one year thereafter, DBT shall maintain (a) workers compensation coverage as required by federal law and the law of the state in which work is performed; (b) Commercial General Liability insurance, including completed operations and contractual liability coverage, with minimum limits of $1,000,000 per occurrence for bodily injury, death and property damage; and (c) Aviation product liability insurance with minimum limits of $1,000,000. Required insurance shall be written by companies reasonably satisfactory to Customer and authorized to do business in Customer’s state, include Customer as additional insured with respect to liabilities arising out of activities performed by DBT under this Agreement, and provide for at least thirty days written notice to Customer prior to cancellation. DBT shall furnish Customer written evidence of required insurance upon Customer’s reasonable request.

7. Indemnification.
   7.1. DBT shall defend, indemnify and hold Customer, its elected or appointed officials, officers, members, agents, and employees, harmless from any and all demands, suits, actions, proceedings and other claims of any kind or nature, brought against Customer to the extent they arise out of DBT's performance of this Agreement, except those resulting from Customer's negligent, willful or intentional acts.
   7.2. Customer shall defend, indemnify and hold DBT, its officers, members, consultants, contractors, agents, and employees, harmless from any and all demands, suits, actions, proceedings and other claims of any kind or nature, brought against DBT to the extent they arise out of Customer's obligations under this Agreement, except those resulting from DBT's negligent, willful or intentional acts.
   7.3. A party seeking indemnification ("Indemnitee") from the other ("Indemnitor") must (a) not be in default under this Agreement; (b) notify the Indemnitor in writing within ten business days of receipt of the assertion of a claim and, in addition, within ten business days of the receipt of service or process or notice of the commencement of any lawsuit or other proceeding. The parties shall cooperate fully with each other in the defense of all claims, and neither shall admit, settle, or consent to the entry of any judgment in any claim without the other's prior written consent, which may not reasonably be withheld.
8. Limitations of Damages
   8.1. DBT's maximum liability to Customer shall be limited to sums actually afforded and paid in settlement of a claim or satisfaction of a judgment by DBTs insurance policies as required in paragraph 6 and 7, excepting claims for damages or equitable relief for beaching confidential and proprietary information obligations in paragraph 9.
   8.2. Excepting claims for damages or equitable relief for beaching confidential and proprietary information obligations is paragraph 9, IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER ANY CONTRACT, TORT, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF

ANY KIND, WHETHER FORESEEABLE OR UNFORESEEABLE, EVEN IF A PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Confidential and Proprietary Information.

   9.1. The parties acknowledge each may, in the course of performing this Agreement, receive or have access to information belonging to the other, including but not limited to, business operations, current and future product plans, equipment, software and other product specifications and manuals, patents, copyrights and other intellectual property, personnel information, personal information of individuals protected by federal or state law and other information which. under the circumstances, would appear to a reasonable person to be confidential or proprietary ("Confidential Information"). Confidential Information does not include information which: (a) was or becomes known to the receiving party (other than disclosure by the disclosing party) from a source other than one having a duty of confidentiality, (b) becomes a matter of public knowledge other than by a breach of this Agreement, or (c) is required to be released by law, regulation or legal process, provided that the receiving party gives prompt written notice to the disclosing party in sufficient time to object to the release and cooperates with the disclosing party in any efforts to prevent the release.

   9.2. The receiving party shall use the other's Confidential Information only as needed for the performance of this Agreement. Disclosure to employees, contractors, subcontractors and consultants shall be on a "need to know" basis. Except as required by law or allowed by this Agreement, the receiving party shall not disclose Confidential Information to any other person or entity without the written approval of the disclosing party. Each party shall protect the other's Confidential Information with the same degree of care as the party would use for the protection of its own information, but no less than reasonable care and, with respect to personal information, with the degree of care required by applicable law.

9.3. Nothing in the Agreement shall be construed to grant either party any license or other right or interest in any trademark, patent, copyright or other intellectual property of the other.

9.4. Notwithstanding any other provision of this Agreement, each party shall be entitled to pursue any legal or equitable remedy, including injunctive relief, against the other or against any third party with regard to any misuse, misappropriation or breach of this paragraph 9. This paragraph 9 shall survive termination of this Agreement.

10. Force Majeure. Neither party shall be liable for delay or failure in performance due acts of God, acts 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 which were not applicable on the date this Agreement was executed, or other causes beyond the party's reasonable control, the sole remedy for such failure or delay being termination of the Agreement pursuant to paragraph 4.3. The party seeking to avail itself of any of the foregoing excuses must promptly, but no later than five (5) business days after the date of delay or failure in performance, 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.

11. Resolution of Disputes.

11.1. Allocation of legal fees and costs. The prevailing party in any litigation or other dispute resolution procedure brought to enforce the terms of this Agreement shall be entitled to an award of its reasonable attorney's fees and costs.

12. Notice. Notices and other communications shall be in tangible, readable form sent to a party at the address, fax number or email address listed on the Summary or to any other contact information a party may designate later. Notice shall be deemed to have been delivered (i) on the date delivered in person; (ii) on the earlier of the date actually received by the recipient or three business days after being deposited with the United States Postal Service or any other nationally recognized delivery service (such as UPS or FedEx) which provides proof of delivery, even if not actually received; (iii) on the date shown on the fax delivery confirmation; or (iv) on the date the recipient manually

acknowledges receipt by return email (automated email delivery or read receipts are insufficient).

13. General Provisions.

13.1. The parties are independent contractors with respect to each other. This Agreement and its performance do not create any agency, partnership, joint venture, employment or similar relationship between them. Neither party has the right or authority to create an obligation or responsibility for the other.

13.2. The parties shall comply with all federal and state laws applicable to their respective operations, including but not limited to all export laws and regulations of the United States.

13.3. Each party represent that it is authorized to enter into this Agreement and performing it does not and will not violate or conflict with any law, regulation or existing obligation which may apply to it. DBT represents it is authorized to do business in Customer's state.

13.4. This Agreement contains the entire agreement and understanding between the parties relating to the subject described in this Agreement, superseding and replacing all prior agreements, representations and understandings, oral or written, between the parties.

13.5. This Agreement can only be modified, amended or waived through a writing signed by both parties. Waiving or failing to insist on strict performance of any term, condition or obligation shall not constitute or be construed as a waiver of a party's right to enforce the same or any other provision.

13.6. If any provision of this Agreement is held to be invalid or unenforceable, it shall be severable, and the remaining provisions shall be enforced to the full extent permitted by law.

13.7. This Agreement is not intended to, and does not create, any third-party beneficiary or other rights or remedies in favor of any person other than the parties.

13.8. This Agreement may be executed in multiple counterparts, all of which, taken together, shall be deemed to be a single document. A facsimile of this Agreement or any signature shall be considered for all purposes as an original.

13.9. This Agreement is made under and shall be construed according to the laws of the State of Texas, notwithstanding the applicability of conflicts of laws principles. Exclusive for any lawsuit, action, claim or dispute arising out of or involving this Agreement shall be in a court of competent jurisdiction in Washington County, Texas.

13.10. This obligation of Customer to make payment 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 the 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 the Customer payments are scheduled under this Agreement. Upon any such termination of this Agreement, all of the 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.

13.11. DBT and 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 the other party, 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.

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 150/5220-16D 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 respond to or 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 – Navaids Only (ILS, LOC, GS, VOR, DME, NDB etc)

   2.1 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, if necessary to and solely for the purpose of restoring downed equipment.

3. Data Service – NADIN

   3.1 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.

Regular City Council
AGENDA ITEM 12.

Agenda Item: **Discuss and Possibly Act Upon the Continuation of the Mayoral Declaration of Local Disaster Due to a Public Health Emergency Related to the COVID-19 (Coronavirus) Pandemic**

Meeting Type: Regular Meeting-September 17, 2020

Department: Administration

Staff Contact: James Fisher

Classification: Regular

SUMMARY STATEMENT:

On September 7th, Governor Abbot issued a Proclamation renewing the original COVID-19 Executive Order that was issued on March 13, 2020. The Proclamation states that the disaster continues to exist in all counties in all counties in Texas. The City of Brenham revised its original Disaster Declaration on July 2nd that encourages the wearing of masks (Governor Abbott later that same day declared masks are mandatory to be worn by all).

I have placed this item on the agenda for the City Council to consider an amendment to the City's Disaster Declaration that prohibits the issuance of solicitor's permit during the extent of the declaration. City staff has not issued any, but the request for permits continues to occur. Adding the prohibition of permits will give staff better ground to stand on when denying the requests. The City Attorney has reviewed this matter and believes the City has the authority to deny requests for solicitor permits during the Disaster Declaration.

ATTACHMENTS:

None

RELEVANCE TO COMPREHENSIVE PLAN:

Growth Partnerships and Coordination Item 13. Continue Emergency Management coordination with local and regional partners.

RECOMMENDED ACTION:

No recommended action - to be discussed by Council.

Regular City Council
AGENDA ITEM 13.

Agenda Item: **Discussion and Update on the City of Brenham's COVID-19 (Coronavirus) Response and Recovery Efforts**

Meeting Type: Regular Meeting-September 17, 2020

Department: Administration

Staff Contact: James Fisher

Classification: Regular

SUMMARY STATEMENT:

City Manager James Fisher will provide the City Council with an update on the City's COVID-19 response and recovery efforts.

ATTACHMENTS:

None

RELEVANCE TO COMPREHENSIVE PLAN:

RECOMMENDED ACTION:

No action needed - discussion and update only.