



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, SEPTEMBER 16, 2021 AT 01:00 PM
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN STREET
BRENHAM, TEXAS**

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags - Mayor Pro Tem
Clint Kolby**
- 3. Proclamations**
 - ♦ **Fire Prevention Week**
 - ♦ **Constitution Week**
 - ♦ **Washington County READ**
 - ♦ **Childhood Cancer Awareness Month**
- 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 Ordinance No. O-21-024 on Its Second Reading Amending Appendix A - 'Zoning' of the Code of Ordinances of the City of Brenham Granting a Specific Use Permit on Property Currently Addressed as 503 W. Alamo Street to Allow for a Accessory Dwelling Unit in the Mixed Residential (R-2) Zoning District Located Generally East of the Intersection of W. Alamo Street and South Jackson Street, and Further Described as Lot 36A and Lot 37A of the West Main Subdivision in Brenham, Washington County, Texas (Case No. P-21-019)**
- 5-b. Approve Ordinance No. O-21-025 on Its Second Reading Amending the FY2020-21 Adopted Budget**
- 5-c. Award Bid No. 21-010 for Fleet Fueling Services for the City of Brenham's Vehicle and Equipment Fleet to Alexander Oil and Authorize the Mayor to Execute Any Necessary Documentation**
- 5-d. Ratification of Payment to Madden Media for Digital Marketing and Programming for Visit Brenham in the Amount of \$74,999.34 and Authorize the Mayor to Execute Any Necessary Documentation**
- 5-e. Approve Final Payment on City of Brenham Project No. 66C-10 to J&D Construction, Ltd. in the Amount of \$68,632.35 for Munz Lift Station and Force Main Improvements and Authorize the Mayor to Execute Any Necessary Documentation**
- 5-f. Approve a Noise Variance in Connection with a Back to School Event to be Held by Mount Rose Missionary Baptist Church from 11:00 a.m. to 2:00 p.m. on Saturday, September 25, 2021 at the Blinn Student Center and Authorize the Mayor to Execute Any Necessary Documentation**
- 5-g. Approve a Noise Variance in Connection with an Annual Street Dance to be Held at St. Mary Immaculate Conception Catholic Church from 4:00 p.m. to 10:00 p.m. on Saturday, October 9, 2021 and Authorize the Mayor to Execute Any Necessary Documentation**
- 5-h. Approve a Noise Variance in Connection with a Community Block Party to be Held at St. Paul's Lutheran Church from 11:00 a.m. to 1:00 p.m. on Sunday, September 26, 2021 and Authorize the Mayor to Execute Any Necessary Documentation**

REGULAR SESSION

- 6. Discuss and Possibly Act Upon Ordinance No. O-21-026 on Its Second Reading Adopting the Budget for Fiscal Year Beginning October 1, 2021 and Ending September 30, 2022**

7. **Discuss and Possibly Act Upon Ordinance No. O-21-027 on Its Second Reading Levying Property Taxes for the Tax Year 2021 for the City of Brenham at \$0.4940 per \$100 Valuation**
8. **Discuss and Possibly Act Upon Resolution No. R-21-022 Authorizing the Publication of Notice of Intention of Issue Certificates of Obligation**
9. **Discuss and Possibly Act Upon the Issuance of Requests for Proposals (RFPs) for Professional Administrative Services and Requests for Qualifications (RFQs) for Engineering, Architectural, Surveying or Other Related Services Related to the American Rescue Plan Act of 2021 (ARPA) and Authorize the Mayor to Execute Any Necessary Documentation**
10. **Discuss and Possibly Act Upon Resolution No. R-21-023 in Connection with a Grant Agreement (22MPBRENM) for an Airport Master Plan for the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation**
11. **Discuss and Possibly Act Upon Resolution No. R-21-024 in Connection with a Grant Agreement (22BRENM) for an Airfield Lighting Project for the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation**
12. **Approve Resolution No. R-21-025 Authorizing the Acceptance of TxDOT's Selective Traffic Enforcement Program (STEP) Comprehensive Grant for Traffic Enforcement October 1, 2021 through September 30, 2022**
13. **Discuss and Possibly Act Upon Amendment No. 1 to the Construction Agreement Between the City of Brenham and Techline Construction, Inc. for the Copper Conductor Replacement and Power Line Rehabilitation Project #61C-148C and Authorize the Mayor to Execute Any Necessary Documentation**
14. **Discuss and Possibly Act Upon the Revision of an Interlocal Agreement Between the City of Brenham and Washington County for the Provision of Subdivision Regulations by the City of Brenham within the Extraterritorial Jurisdiction (ETJ) of the Municipality**
15. **Administrative/Elected Officials Report**

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

EXECUTIVE SESSION

16. Section 551.074 - Texas Government Code - Personnel Matters - City Manager's Employment Agreement and Related Issues

RE-OPEN REGULAR SESSION

17. Discuss and Possibly Act Upon the City Manager's Employment Agreement and Related Issues and Authorize the Mayor to Execute Any Necessary Documentation

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 16, 2021 agenda of items to be considered by the City of Brenham City Council was posted to the City Hall bulletin board at 200 W. Vulcan St., Brenham, TX on Monday, September 13, 2021 at 10:00 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 _____, 2021 at _____ AM PM.

Signature _____

Title _____

PROCLAMATION

WHEREAS, the City of Brenham, Texas is committed to ensuring the safety and security of all those living in and visiting Brenham; and

WHEREAS, home fires killed more than 2,770 people in the United States in 2019, according to the National Fire Protection Association®; and

WHEREAS, smoke alarms sense smoke well before you can, alerting you to danger in the event of fire in which you may have as little as 2 minutes to escape safely; and

WHEREAS, Brenham's residents should be sure everyone in the home understands the sounds of the alarms and knows how to respond; and

WHEREAS, Brenham residents will make sure their smoke and CO alarms meet the needs of all their family members, including those with sensory or physical disabilities; and

WHEREAS, residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half; and

WHEREAS, Brenham's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, Brenham's residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS, the 2021 Fire Prevention Week™ theme, "Learn the Sounds of Fire Safety™," effectively serves to remind us it is important to learn the different sounds of smoke and carbon monoxide alarms.

NOW THEREFORE, I Milton Y. Tate Jr., Mayor of the City of Brenham do hereby proclaim October 3-9, 2021, as:

FIRE PREVENTION WEEK 2021

Milton Y. Tate Jr., Mayor

PROCLAMATION

WHEREAS, September 17, 2021, marks the two hundred thirty-second 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 17-21 as Constitution Week;

NOW, THEREFORE I, Milton Y. Tate Jr., Mayor of the City of Brenham, Texas do hereby proclaim the week of September 17-21, 2021 as

CONSTITUTION WEEK

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

Milton Y. Tate Jr.
Mayor

PROCLAMATION

- WHEREAS,** A community read program encourages reading by having all involved read the same book; and
- WHEREAS,** Lifetime Learning, a group of volunteers who have been bringing outstanding speakers and classes to the Washington County area since 2002, has proposed a thirteenth annual Washington County READ; and
- WHEREAS,** During the Washington County READ, all residents of Washington County are encouraged to read *The Book of Lost Friends* by Lisa Wingate, a historical novel alternating between Reconstruction and 1987 and was inspired by actual letters seeking news of lost loved ones after the Civil War; and
- WHEREAS,** Information about the book and a review will be at Lifetime Learning's website at www.lifetimelearningbrenham.org and their Facebook Page; and
- WHEREAS,** This endeavor has the support of Unity Theatre, The Book Nook, Nancy Carol Roberts Memorial Library, Washington County Chamber of Commerce, and many individuals and businesses in the community; and
- WHEREAS,** It is right and just for the City Council and the residents of Brenham to join together to applaud the Lifetime Learning volunteers for their dedication to service and their commitment to encourage reading;

NOW THEREFORE I, MILTON Y. TATE, JR., Mayor of the City of Brenham, Texas, do Hereby Proclaim September 16, 2021 through October 31, 2021 as the official period for

The Washington County READ

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of Brenham.

Milton Y. Tate, Jr., Mayor

PROCLAMATION

- WHEREAS,** In the U.S., 16,790 children are diagnosed with cancer every year, with the average age of diagnosis being 6 years old; and
- WHEREAS,** There are 40,000 children on active treatment at any given time; and
- WHEREAS,** Childhood cancer is the leading cause of death by disease in children; and
- WHEREAS,** Two-thirds of childhood cancer patients will have chronic health conditions as a result of their treatment toxicity, with one quarter being classified as severe to life-threatening; and
- WHEREAS,** Approximately one half of childhood cancer families rate the associated financial toxicity due to out-of-pocket expenses as considerable to severe, and
- WHEREAS,** In Brenham, Texas, Adam's Angels Ministry, a local charitable organization, supports families who face childhood cancer and encourages everyone to join in their efforts to help defeat this terrible disease; and
- WHEREAS,** It is right and just for the City Council and the residents of Brenham to join together with Adam's Angels and all children and families touched by childhood cancer to raise awareness and encourage funding;

NOW, THEREFORE, I Milton Y. Tate, Jr., Mayor of the City of Brenham, Texas do hereby proclaim September 2021 as

CHILDHOOD CANCER AWARENESS MONTH

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

Milton Y. Tate, Jr., Mayor
City of Brenham

ORDINANCE NO. O-21-024

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF BRENHAM GRANTING A SPECIFIC USE PERMIT TO ALLOW AN ACCESSORY DWELLING UNIT (ADU) USE IN AN R-2 MIXED-RESIDENTIAL ZONING DISTRICT ON APPROXIMATELY 1.136 ACRES OF LAND ADDRESSED AS 503 WEST ALAMO STREET, BEING FURTHER DESCRIBED AS LOT 36A AND 37A OF THE WEST MAIN SUBDIVISION IN BRENHAM, WASHINGTON COUNTY, TEXAS.

WHEREAS, Mischa L. Enos the owner of the 1.136 acres of land generally located on the south side of West Alamo Street and approximately 106 feet to the west of Seward Street and 338 feet east of South Jackson Street, and addressed as 503 West Alamo Street, being further described as Lot 36A and Lot 37A of the West Main Subdivision, in Brenham, Washington County, Texas, (the “Property”), has requested that the Property be issued a Specific Use Permit for an Accessory Dwelling Unit; and

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

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

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

WHEREAS, this amendment was recommended unanimously for approval by the Brenham Planning and Zoning Commission during its regular meeting on August 23, 2021; and

WHEREAS, the City Council desires to approve this Ordinance granting the specific use permit, as described herein below; and

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

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

SECTION 1. The Official Zoning Map of the City of Brenham is hereby amended to show that a Specific Use Permit is granted to Mischa L. Enos for an accessory dwelling unit (ADU), more particularly described in Exhibit “B”, in an R-2 Mixed Residential use zoning district on approximately 1.136 acres of land addressed as 503 West Alamo Street, being further described as Lot 36A and 37A of the West Main Subdivision in Brenham, Washington County, Texas, said 1.136 acres of land being shown on Exhibit “A” attached hereto and incorporated herein for all purposes.

SECTION 2. Upon holding a properly notified public hearing, the City Council may amend, change, or rescind the Specific Use Permit granted by this Ordinance if:

- a. There is a violation and conviction of any of the provisions of this Ordinance, or any ordinance of the City of Brenham, that occurs on the Property;
- b. The premises, or Property, used pursuant to the Specific Use Permit granted by this Ordinance are enlarged, modified, structurally altered, or otherwise significantly changed unless a separate Specific Use Permit is granted for such enlargement, modification, structural alteration, or change;
- c. As otherwise permitted by law and/or Brenham’s Zoning Ordinance, as it exists or may be amended.

SECTION 3. This Ordinance shall take effect as provided by the Charter of the City of Brenham, Texas.

PASSED and APPROVED on its first reading this the ____ day of September 2021.

PASSED and APPROVED on its second reading this the ____ day of September 2021.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

EXHIBIT "A"



Specific Use Permit Accessory Dwelling Unit 503 West Alamo

Legend

- B1 Local Business Mixed
- B2 Commercial Research and Technology
- I Industrial
- R1 Residential Single Family
- R2 Mixed Residential

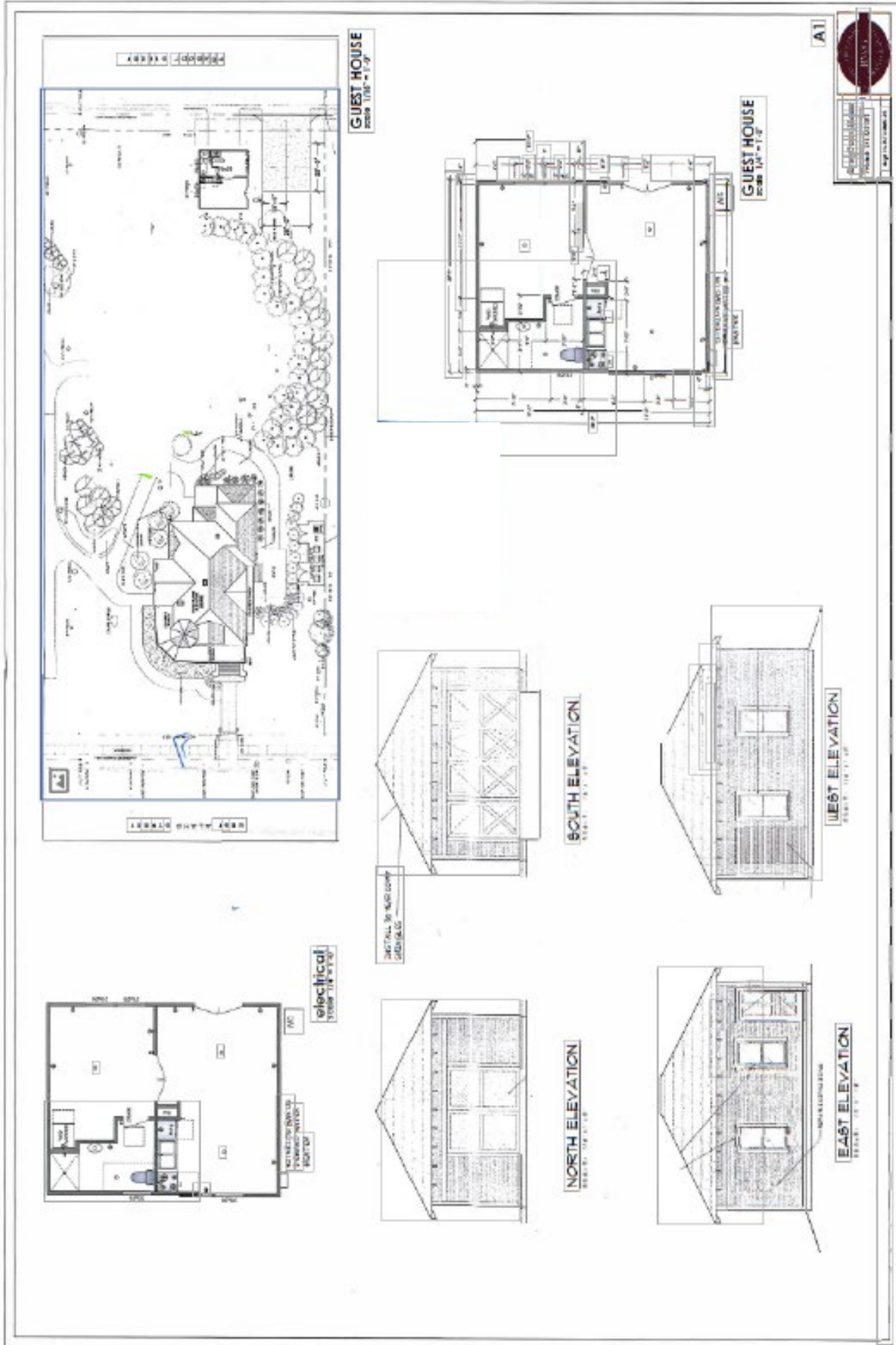


1 inch = 100 feet



EXHIBIT “B”

Site Plan & Elevations



ORDINANCE NO. O-21-025

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS AMENDING THE FY2020-21 ADOPTED BUDGET; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Brenham, Texas has previously approved a budget for the fiscal year ending September 30, 2021, after having filed the same with the City Secretary and after holding public hearings on same, all after due notice as required by statute; and

WHEREAS, due to unforeseen circumstances and/or conditions, the City Council finds it is necessary to amend the FY2020-21 Budget for municipal purposes;

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Brenham, Texas:

SECTION 1.

That the City Council of the City of Brenham, Texas, does hereby amend the budget for the City of Brenham, Texas for the fiscal year ending September 30, 2021, as shown on Exhibit A.

SECTION II.

This Ordinance shall take effect as provided by State Law and the Charter of the City of Brenham, Texas.

PASSED and APPROVED on its first reading this the 2nd day of September 2021.

PASSED and APPROVED on its second reading this the 16th day of September 2021.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

**CITY OF BRENHAM
FY2020-21 ADOPTED BUDGET
BUDGET AMENDMENT #4
EXHIBIT A**

FUND	AMENDMENT PAGE #	REVENUES (INC)/DEC	GRANT	ILA REVENUE (INC)/DEC	TRANSFERS-IN (INC)/DEC	OPERATING	DEBT PAYMENTS INC/(DEC)	GRANT/BOND	TRANSFERS-OUT INC/(DEC)	NET CHANGE
			REVENUES (INC)/DEC			EXPENDITURES INC/(DEC)		CAP PROJ INC/(DEC)		TO FUND (INC)/DEC
101 GENERAL FUND	1	(169,204)	-	-	-	149,692	-	-	19,512	-
102 ELECTRIC FUND	2	-	-	-	-	(300,000)	-	-	-	(300,000)
123 GAS SUPPLY FUND	3	-	-	-	-	132,650	-	-	-	132,650
104 WATER FUND	4	-	3,038,475	-	-	-	1,351,076	(285,000)	-	4,104,551
105 WASTEWATER FUND	5	-	140,628	-	-	-	-	271,290	-	411,918
229 CRIMINAL LAW ENFORCEMENT FD	6	-	-	-	-	7,529	-	-	-	7,529
250 BCDC	7	-	-	-	-	-	-	-	181,030	181,030
252 BCDC CAPITAL PROJECTS	8	-	-	-	(181,030)	(115,970)	-	-	-	(297,000)
240 VERF	9	-	-	-	(19,512)	45,708	-	-	-	26,196
TOTAL		(169,204)	3,179,103	-	(200,542)	(80,391)	1,351,076	(13,710)	200,542	4,266,874

FUND 101 - GENERAL FUND

GL#	ACCOUNT NAME	ACCOUNT TYPE	AMENDMENT ACTION	CURRENT BUDGET	AMENDMENT	AMENDED BUDGET	REASON
1. 4-140.00	CITY SALES TAX	REVENUE	(INC)/DEC	(5,234,329)	(149,692)	(5,384,021)	1. MOVING \$149,895 OF \$300,000 BUDGETED IN FUND 102 ELECTRIC FUND, GL 161-704.00 FOR PAYMENT TO BLUEBONNET ELECTRIC COOPERATIVE FOR BURIAL OF ELECTRIC LINE FROM FRONTAGE ROAD TO LIFT STATION. CITY STAFF DETERMINED THAT THIS WAS A CITY EXPENDITURE AND NOT AN ELECTRIC FUND EXPENDITURE AND SHOULD HAVE BEEN BUDGETED IN THE GENERAL FUND INSTEAD OF THE ELECTRIC FUND. INCREASING SALES TAX REVENUES WHICH ARE RUNNING SIGNIFICANTLY ABOVE BUDGET TO KEEP THE EXPENDITURE INCREASE BUDGET NEUTRAL.
1. 5-100-715.00	OTHER CAPITAL	EXPENDITURE	INC/(DEC)	-	149,692	149,692	
2. 4-530.00	INSURANCE PROCEEDS	REVENUE	(INC)/DEC	(10,000)	(19,512)	(29,512)	
2. 6-000-602.40	INTERFUND TRF-VERF	TRANSFER-OUT	INC/(DEC)	-	19,512	19,512	
							2. TRANSFER OF INSURANCE PROCEEDS RECEIVED FOR WRECKED PATROL UNIT TO THE VERF FUND TO COVER REPLACEMENT COST OF NEW VEHICLE. INCREASING INSURANCE PROCEEDS REVENUE TO OFFSET TRANSFER AND KEEP THE INCREASE IN TRANSFERS-OUT BUDGET NEUTRAL.

FUND 102 - ELECTRIC FUND

GL#	ACCOUNT NAME	ACCOUNT TYPE	AMENDMENT ACTION	CURRENT BUDGET	AMENDMENT	AMENDED BUDGET	REASON
3. 5-161-704.00	UTILITY LINES	EXPENDITURE	INC/(DEC)	312,000	(300,000)	12,000	3. THE BUDGET OF \$300,000 WAS FOR BURIAL OF BLUEBONNET ELECTRIC LINE. PHASE 1 WAS BURIAL FROM FRONTAGE ROAD TO CITY LIFT STATION. PHASE 2 IS BURIAL FROM CITY LIFT STATION TO BRENHAM FAMILY PARK. ONLY PHASE 1 WAS COMPLETED IN FY21. STAFF DETERMINED THAT THIS WAS A CITY EXPENDITURE AND NOT AN ELECTRIC FUND EXPENDITURE AND SHOULD BE MOVED TO THE GENERAL FUND 101. PHASE 2 HAS BEEN RE-BUDGETED IN FY22 IN SUBFUND (OF GENERAL FUND) FUND 236. THIS AMENDMENT REVERSES THE ENTIRE BUDGET FOR THIS PROJECT AND DECREASES FUND 102 ELECTRIC DISTRIBUTION FUND NET LOSS BY \$300,000, FROM (\$548,918) TO (\$248,918).

FUND 123 - GAS SUPPLY FUND

GL#	ACCOUNT NAME	ACCOUNT TYPE	AMENDMENT ACTION	CURRENT BUDGET	AMENDMENT	AMENDED BUDGET	REASON
4. 5-100-402.00	AUDITS/CONSULTANTS	EXPENDITURE	INC/(DEC)	-	32,650	32,650	4. THIS BUDGET AMENDMENT IS TO INCREASE THE GAS SUPPLY COST BUDGET BY CONSULTANT AND ATTORNEY FEES. THE CONSULTANT IS BEING USED TO NEGOTIATE A NEW GAS SUPPLY CONTRACT FOR OCTOBER 1, 2021. ATTORNEY FEES ARE FOR WEST TEXAS GAS SUPPLY CONTRACT LITIGATION.
4. 5-100-419.00	LEGAL FEES	EXPENDITURE	INC/(DEC)	-	100,000	100,000	

FUND 104 - WATER FUND

GL#	ACCOUNT NAME	ACCOUNT TYPE	AMENDMENT ACTION	CURRENT BUDGET	AMENDMENT	AMENDED BUDGET	REASON
5. 4-733.00	GRANT REVENUE-FEMA	REVENUE	(INC)/DEC	(3,415,430)	3,038,475	(376,955)	5. THIS BUDGET AMENDMENT IS TO ADJUST LAKE INTAKE PROJECT FUNDING BY REVERSING FEMA GRANT REVENUES ON THE (UNOBLIGATED) INCREASE IN PROJECT COSTS WHICH ARE NOT LIKELY TO OCCUR IN FY21 AND INCREASE BUDGETED PRINCIPAL PAYMENTS FOR RETIREMENT OF A BANK OF BRENHAM "BRIDGE" LOAN USED FOR FUNDING PART OF THE INCREASE IN LAKE INTAKE PROJECT COSTS.
5. 5-100-860.15	PRINCIPAL-DEBT SERVICE	EXPENDITURE	INC/(DEC)	765,401	1,351,076	2,116,477	
6. 5-063-805.00	UTILITY PLANTS	EXPENDITURE	INC/(DEC)	5,017,972	(285,000)	4,732,972	
							6. THIS BUDGET AMENDMENT IS TO DEFER (DECREASE) ATLOW TOWER REHAB CONSTRUCTION PHASE NOW BUDGETED IN TO FY21-22 AND INCREASE LAKE INTAKE COSTS, APPROXIMATELY \$83,500 TO REFLECT TIMING VARIANCES BETWEEN BUDGET YEARS FY20 AND FY21.

FUND 105 - WASTEWATER FUND

GL#	ACCOUNT NAME	ACCOUNT TYPE	AMENDMENT ACTION	CURRENT BUDGET	AMENDMENT	AMENDED BUDGET	REASON
7. 5-066-806.00	TANKS/LIFT STATIONS	EXPENDITURE	INC/(DEC)	835,290	271,290	1,106,580	7. THIS BUDGET AMENDMENT IS TO INCREASE BUDGETS FOR MUNZ (FROM \$142,500 TO \$291,600) AND RALSTON CREEK (FROM \$245,760 TO \$367,950) LIFT STATIONS AND REDUCE FEMA GRANT REVENUES ON BOTH PROJECTS: FROM \$267,625 TO \$213,750 FOR MUNZ LS AND FROM \$355,950 TO \$269,198 FOR RALSTON CREEK LS. THE HMGP GRANT THROUGH FEMA IS ONLY FUNDING 75% OF CONSTRUCTION COSTS AND 0% OF ENGINEERING COSTS.
7. 4-533.00	GRANT REVENUE-FEMA	REVENUE	(INC)/DEC	(623,575)	140,628	(482,947)	

FUND 229 - PD CRIMINAL LAW ENFORCEMENT

GL#	ACCOUNT NAME	ACCOUNT TYPE	AMENDMENT ACTION	CURRENT BUDGET	AMENDMENT	AMENDED BUDGET	REASON
8. 5-100-715.00	OTHER CAPITAL	EXPENDITURE	INC/(DEC)	-	7,529	7,529	8. THIS AMENDMENT IS FOR UNBUDGETED PURCHASE OF A DRONE FOR THE POLICE DEPARTMENT. FUND BALANCE WILL BE USED FOR ANY REVENUE SHORTFALL FOR THIS PURCHASE. THIS PURCHASE USING SEIZURE FUNDS WAS APPROVED BY COUNCIL ON 8/19/21.

FUND 250 - BCDC

GL#	ACCOUNT NAME	ACCOUNT TYPE	AMENDMENT ACTION	CURRENT BUDGET	AMENDMENT	AMENDED BUDGET	REASON
9.	6-000-602.52	INTERFUND TRNSF-BCDC CAP	TRANSFER-OUT	INC/(DEC)	-	181,030	181,030
							9. THIS BUDGET AMENDMENT IS TO BUDGET A TRANSFER-OUT FROM FUND 250 BCDC TO FUND 252 BCDC CAPITAL PROJECTS WITH FUNDS BEING USED FOR BRENHAM FAMILY PARK PROJECT AND HWY 290 FEEDER TRAFFIC SIGNAL COSTS.

FUND 252 - BCDC CAPITAL PROJECTS

GL#	ACCOUNT NAME	ACCOUNT TYPE	AMENDMENT ACTION	CURRENT BUDGET	AMENDMENT	AMENDED BUDGET	REASON
10. 6-000-625.00	INTERFUND TRNSF-BCDC	TRANSFER-IN	(INC)/DEC	-	(181,030)	(181,030)	10. THIS BUDGET AMENDMENT IS TO BUDGET A TRANSFER-IN FROM FUND 250 BCDC AND BUDGET CAPITAL EXPENDITURES FOR BRENHAM FAMILY PARK PHASE II PROJECT WHICH WILL SPAN MULTIPLE FISCAL YEARS, TRAFFIC SIGNAL COSTS AT 290 FEEDER AND TO COVER AN ENVIRONMENTAL ASSESSMENT (\$24,000) AND ARCHAEOLOGICAL SURVEY (\$11,000) AT THE BRENHAM FAMILY PARK.
10. 5-100-816.30	BFP CAPITAL OUTLAY	EXPENDITURE	INC/(DEC)	-	94,500	94,500	
10. 5-100-709.10	STREET LIGHTS/SIGNALS	EXPENDITURE	INC/(DEC)	-	51,000	51,000	
10. 5-100-816.30	AUDITS/CONSULTANTS FEES	EXPENDITURE	INC/(DEC)	-	35,530	35,530	
11. 5-100-803.40	PAVING/DRAINAGE IMPROV	EXPENDITURE	INC/(DEC)	297,000	(297,000)	-	11. THIS BUDGET AMENDMENT IS TO DEFER INTO NEXT BUDGET YEAR FY21-22, \$225,000 FOR A CREEK CROSSING AND \$72,000 FOR A ROAD TO NEW PARK. THESE PROJECTS ARE IN THE FY21-22 PROPOSED BUDGET.

FUND 240 - VERF FUND

GL#	ACCOUNT NAME	ACCOUNT TYPE	AMENDMENT ACTION	CURRENT BUDGET	AMENDMENT	AMENDED BUDGET	REASON
12. 6-000-601.00	INTERFUND TRANSF-GEN FUND	TRANSFER-IN	(INC)/DEC	-	(19,512)	(19,512)	12. THIS AMENDMENT IS FOR UNBUDGETED REPLACEMENT OF UNIT #944 (PATROL UNIT) THAT WAS TOTALED IN AN ACCIDENT WITH AN ADMINISTRATION UNIT. INSURANCE PROCEEDS OF \$19,512 TRANSFERRED-IN FROM THE GENERAL FUND AND VERF FUND BALANCE WILL BE USED TO REPLACE THE VEHICLE.
12. 5-151-813.00	VEHICLES/LARGE EQUIPMENT	EXPENDITURE	INC/(DEC)	-	45,708	45,708	



Regular City Council
AGENDA ITEM 5-C.

Agenda Item: Award Bid No. 21-010 for Fleet Fueling Services for the City of Brenham's Vehicle and Equipment Fleet to Alexander Oil and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-September 16, 2021

Department: Purchasing

Staff Contact: Kyle Branham

Classification: Consent

SUMMARY STATEMENT:

On August 17, 2021 the City of Brenham opened bids for bulk fuel and fleet fueling services. The bid was advertised via newspaper and our City website. There was only one bid received from Alexander Oil of Brenham. Zippy J's was contacted and showed interest, but could not provide both bulk fuel and fleet fueling services as needed. The bid, for profit margin based on OPIS (Oil Price Information Service) Average Low was \$0.12 per gallon for unleaded gasoline and clear diesel. This is an increase of \$0.02 cents from the last contract bid in 2018. The profit margin for dyed diesel was bid at \$0.20 per gallon, which is also an increase of \$0.02 cents from last contract bid.

Alexander Oil provides a location for fleet fill-up, with a back up-location location when needed. Alexander also delivers bulk fuel to City locations. Alexander Oil has held the contract for numerous years and continues to provide satisfactory service to the City.

ATTACHMENTS:

(1) Alexander Oil Bid

RELEVANCE TO COMPREHENSIVE PLAN:

RECOMMENDED ACTION:

Award RFP 21-010 for Fleet Fueling Services to Alexander Oil and authorize the Mayor to execute and any necessary documentation.

City of Brenham
 Bid Form, Page 2
 Bid No. 21-010

Item No.	Description	Estimated Qty/Yr	Brand/Mfg.	Mark-up
1.	No. 2 (Dyed) Ultra Low Sulfur Diesel, per specifications, Minimum Cetane Rating 42	50 gallons	Unbranded / Branded	\$.20/gal
2.	No. 2. (Clear) Ultra Low Sulfur Diesel, per specifications, Minimum Cetane Rating 42	90,000 gallons	Unbranded / Branded	\$.12 /gal
3.	Regular Grade Unleaded Gasoline, per specifications, Minimum Octane Rating 87	80,000 gallons	Unbranded / Shell, Valero, Sunoco, Phillips	\$.12 /gal
4.	Medium Grade Unleaded Gasoline, per specifications, Minimum Octane Rating 89	2,000 gallons	Unbranded / Shell, Valero, Sunoco, Phillips	\$.12 /gal
5.	Premium Grade Unleaded Gasoline, per specifications, Minimum Octane Rating 92	1,200 gallons	Unbranded / Shell, Valero, Sunoco, Phillips	\$.12 /gal

Name of Bidding Vendor Alexander Oil Company

Our pricing will now be based on OPIS Average LOW. With our supply partner relationships we maintain 100% availability to the highest quality products from multiple sources. This change in benchmark will represent an average of 3-10 cents savings per gallon from previous benchmarking.



Regular City Council
AGENDA ITEM 5-D.

Agenda Item: Ratification of Payment to Madden Media for Digital Marketing and Programming for Visit Brenham in the Amount of \$74,999.34 and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-September 16, 2021

Department: Visit Brenham DMO

Staff Contact: Jennifer Eckermann

Classification: Consent

SUMMARY STATEMENT:

Visit Brenham contracts with Madden Media for a structured digital marketing strategy to reach key markets and target travelers who are looking for what we offer in Brenham and Washington County.

Our digital marketing campaign performance this year exceeded the goals set and Visit Brenham looks forward to working with our digital marketing team at Madden Media in 2021-2022.

ATTACHMENTS:

(1) Invoice from Madden Media

RELEVANCE TO COMPREHENSIVE PLAN:

RECOMMENDED ACTION:

Approve the ratification of payment to Madden Media for digital marketing and programming for Visit Brenham in the amount of \$74,999.34 and authorize the Mayor to execute any necessary documentation.



345 E. Toole Ave.
Tucson, AZ 85701
Office: 520.322.0895
Fax: 520.322.9438
mmcontracts@maddenmedia.com

Quote Number Q-02006
Expiration Date 9/9/2021
Program Title

Account Name City of Brenham
Contact Name Jennifer Eckermann
Email jeckermann@cityofbrenham.org

Billing Instructions
Bill To Account City of Brenham
Billing Address PO Box 1059
Brenham, TX 77834
United States

Bill To Contact Jennifer Eckermann

Product	Sales Price	Quantity	Line Total
Account Management (<\$100K Spend) - (Monthly)	USD 1,050.00	12	USD 12,600.00
Creative - Banner Ad Set	USD 800.00	3	USD 2,400.00
Google SEM - General Leisure (CPC)	USD 0.76	39,474	USD 30,000.24
Google Responsive Display (CPM)	USD 2.10	8,571	USD 17,999.10
Pinterest (CPC)	USD 1.50	8,000	USD 12,000.00

Custom 12 month digital marketing
program for Visit Brenham and
Washington County

Subtotal: USD 74,999.34
Tax: USD 0.00
Grand Total: USD 74,999.34

Terms & Conditions

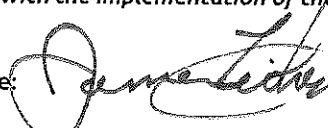
Madden Media Standard Terms & Conditions for Digital Marketing Services
https://maddenmedia.com/mm_digital_terms

Madden Media Standard Terms & Conditions for Print Production and Advertising Services
https://maddenmedia.com/mm_print_terms

Madden Media Standard Terms & Conditions for Madden Voyage and Voyage+ Services
https://maddenmedia.com/mm_voyage_terms

By signing and accepting below you are acknowledging that you have read and agree to the specific terms outlined in this document and wish to proceed with the implementation of the aforementioned products and services.

Authorized signature:



Print Name: James Fisher, City Manager

Date:

August 20, 2021



Regular City Council
AGENDA ITEM 5-E.

Agenda Item: Approve Final Payment on City of Brenham Project No. 66C-10 to J&D Construction, Ltd. in the Amount of \$68,632.35 for Munz Lift Station and Force Main Improvements and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-September 16, 2021

Department: Public Utilities

Staff Contact: Alton Sommerfield

Classification: Consent

SUMMARY STATEMENT:

The Munz Lift Station project has been completed and based on the final inspection by City Staff and Strand Associates, Staff agree that the work has been completed in accordance with the contract and recommend authorizing final payment of \$68,632.35.

ATTACHMENTS:

- (1) Application for Final Payment
- (2) Consent of Surety

RELEVANCE TO COMPREHENSIVE PLAN:

RECOMMENDED ACTION:

Approve final payment on City of Brenham Project No. 66C-10 to J&D Construction, Ltd. in the amount of \$68,632.35 for Munz Lift Station and Force Main Improvements and authorize the Mayor to execute any necessary documentation.

APPLICATION FOR PAYMENT NO. 04 (FINAL)

TO OWNER: CITY OF BRENHAM, 200 WEST VULCAN, BRENHAM, TEXAS 77833
 FROM CONTRACTOR: Texas J&D Construction, Ltd., 4930 FM 1751, Bronson, TX, 75930
 PROJECT: MUNZLIFT STATION AND FORCE MAIN IMPROVEMENTS
 STRAND PROJECT NO. 3900.157

CONTRACT AWARDED: July 2, 2020
 PERIOD FROM: June 17, 2021
 CONST. TIME ALLOTTED (Days): 270

NOTICE TO PROCEED: September 5, 2020
 PERIOD TO: September 1, 2021
 TIME USED (Days): 361

ITEM	BASE BID	CONTRACT QUANTITY	UNIT	PREVIOUS PERIOD	CURRENT PERIOD	TOTAL	UNIT PRICE	TOTAL VALUE OF WORK COMPLETED
1	Mobilization. (Not to Exceed 10% of the Total Cost less Mobilization)	1	LS	1	0	1	\$ 5,259.25	\$ 5,259.25
2-A	Wet Well	1	LS	1	0	1	\$ 57,100.00	\$ 57,100.00
2-B	Submersible Pumps	1	LS	1	0	1	\$ 49,000.00	\$ 49,000.00
2-C	Station Piping	1	LS	1	0	1	\$ 25,000.00	\$ 25,000.00
2-D	Valves	1	LS	1	0	1	\$ 13,000.00	\$ 13,000.00
2-E	Electrical Controls	1	LS	0.5	0.5	1	\$ 12,500.00	\$ 12,500.00
2-F	Fencing	1	LS	0	1	1	\$ 15,000.00	\$ 15,000.00
2-G	Grading	1	LS	1	0	1	\$ 20,000.00	\$ 20,000.00
2-H	Concrete Pad	1	LS	0	1	1	\$ 8,400.00	\$ 8,400.00
3	Decommission and Demolish the Existing Munz Lift Station and Appurtenances.	1	LS	0	1	1	\$ 7,500.00	\$ 7,500.00
4	Abandon Existing Sanitary Sewer Manhole In-Place.	1	LS	0	1	1	\$ 2,500.00	\$ 2,500.00
5	6-IN C900 Certa-Lok RJB DR18 PVC Sanitary Sewer by Directional Drill, depths 0- to 6-FT with Trace Wire.	975	LF	975	0	975	\$ 45.00	\$ 43,875.00
6	6-IN C900 Certa-Lok RJB DR18 PVC Sanitary Sewer by Open Cut, depths 0- to 6-FT with Trace Wire.	65	LF	65	0	65	\$ 57.84	\$ 3,759.60
7	8-IN ASTM D-3034 SDR 26 PVC Sanitary Sewer by Open Cut.	20	LF	20	0	20	\$ 52.30	\$ 1,046.00
8	10-IN ASTM D-3034 SDR 26 PVC Sanitary Sewer by Open Cut.	25	LF	25	0	25	\$ 48.43	\$ 1,210.75
9	10-IN ASTM D-3034 SDR 26 PVC Sanitary Sewer by Bore.	80	LF	80	0	80	\$ 68.43	\$ 5,474.40
10	Construct Precast Concrete Manhole.	2	EA	2	0	2	\$ 2,500.00	\$ 5,000.00
11	Construct Extra Depth for Precast Concrete Manhole.	3.5	VF	3.5	0	3.5	\$ 250.00	\$ 875.00
12	Perform Excavation Safety for Lift Station Construction.	1	LS	1	0	1	\$ 1,000.00	\$ 1,000.00
13	Perform Trench Safety per Technical Specifications, 5-FT to 10-FT Depth.	25	LF	25	0	25	\$ 40.00	\$ 1,000.00
14	Sewer Bypass Pumping.	1	LS	0	1	1	\$ 3,500.00	\$ 3,500.00
15	Perform Seeding in All Areas Disturbed by Construction.	1	LS	0	1	1	\$ 1,500.00	\$ 1,500.00
ITEM	ALTERNATIVE BID 1	CONTRACT QUANTITY	UNIT	PREVIOUS PERIOD	CURRENT PERIOD	TOTAL	UNIT PRICE	TOTAL VALUE OF WORK COMPLETED
1	Relocate Existing 3/4-IN Water Service Including Tie-ins.	50	LF	50	0	50	\$ 30.00	\$ 1,500.00

Original Contract: \$ 285,000.00
 Plus Additions: \$ -
 Less Deductions: \$ -
 Adjusted Contract: \$ 285,000.00

Value of Work Performed to Date \$ 285,000.00
 Plus Materials Stored at Close of \$ -
 Net Amt Earned to Date \$ 285,000.00
 Less 10% Retainage \$ -
 Subtotal \$ 285,000.00
 Less Previous Pay Applications \$ 216,367.65
 Amount Due this Application \$ 68,632.35

AFFIDAVIT & CERTIFICATION OF PAY APPLICATION BY CONTRACTOR

STATE OF TEXAS

COUNTY OF San Augustine

WHEREAS, the undersigned, Curtis Hall, who being duly sworn, on oath, says that he is the legal representative of Texas J&D Construction, Ltd., has been employed by City of Brenham to furnish labor and materials for the installation of the Munz Lift Station and Force Main Improvements 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: Curtis Hall
Texas J&D Construction, Ltd.

DATE: 09-03-2021

PRINTED NAME: Curtis Hall

TITLE: Partner

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE

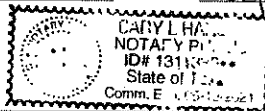
3rd

DAY OF

September

, 2021

Caryl L. Hall
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS.



RECOMMENDED BY:

Ronald J. Strand
STRAND ASSOCIATES, INC.

DATE: 9/7/2021

APPROVED BY:

CITY OF BRENHAM, TEXAS

DATE:

**CONSENT OF SURETY
TO FINAL PAYMENT**

AIA Document G707

Bond No. GS29200040

OWNER	☒
ARCHITECT	☐
CONTRACTOR	☒
SURETY	☒
OTHER	☐

TO OWNER:
(Name and address)

City of Brenham
200 West Vulcan Street
Brenham, TX 77833

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

PROJECT:
(Name and address)

CONTRACT DATED:

Munz Lift Station & Force Main Improvements. Project No. 2017-05

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 Gray Casualty & Surety Company
P.O. Box 6202
Metairie, LA 70009-6202

, SURETY,

on bond of
(Insert name and address of Contractor)

Texas J&D Construction, Ltd., A Texas Limited Partnership By: J&D General, LLC, A Texas Limited Partnership, Its General Partner
4930 FM 1751
Bronson, TX 75930

, 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 West 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: August 24, 2021
(Insert in writing the month followed by the numeric date and year.)



Attest:
(Seal): Susan McElveen

The Gray Casualty & Surety Company

(Surety)

By:

(Signature of authorized representative)

Douglas N. McElveen Attorney-in-Fact

(Printed name and title)

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY
GENERAL POWER OF ATTORNEY**

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: Douglas N. McElveen
on behalf of each of the Companies named above its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$10,000,000.

Surety Bond Number: GS29200040
Texas J&D Construction, Ltd., A Texas Limited Partnership By: J&D General,
Principal: LLC, A Texas Limited Partnership, Its General Partner
Obligee: City of Brenham

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 12th day of September, 2011.



By:

Michael T. Gray
President, The Gray Insurance Company
and
Vice President,
The Gray Casualty & Surety Company

Attest:

Mark S. Manguno
Secretary,
The Gray Insurance Company,
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 12th day of September, 2011, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company and Vice President of The Gray Casualty & Surety Company, and Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Lisa S. Millar, Notary Public, Parish of Orleans
State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 24th day of August, 2021.



Mark S. Manguno, Secretary
The Gray Insurance Company
The Gray Casualty & Surety Company



Regular City Council
AGENDA ITEM 5-F.

Agenda Item: Approve a Noise Variance in Connection with a Back to School Event to be Held by Mount Rose Missionary Baptist Church from 11:00 a.m. to 2:00 p.m. on Saturday, September 25, 2021 at the Blinn Student Center and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-September 16, 2021

Department: Administration

Staff Contact: Karen Stack

Classification: Consent

SUMMARY STATEMENT:

The Mount Seriah Outreach Campus of the Mt. Rose Missionary Baptist Church is planning a Back to School Event for September 25, 2021. The organizers have received permission from Blinn to use the Student Center parking lot. The event will take place between 11:00 a.m. and 2:00 p.m. and will feature information booths, food, and live music. A noise variance is required due to the live band that is scheduled to play at the event.

ATTACHMENTS:

(1) Noise Variance Request

RELEVANCE TO COMPREHENSIVE PLAN:

N/A

RECOMMENDED ACTION:

Approve a Noise Variance in Connection with a Back to School Event to be Held by Mount Rose Missionary Baptist Church from 11:00 a.m. to 2:00 p.m. on Saturday, September 25, 2021 at the Blinn Student Center and Authorize the Mayor to Execute Any Necessary Documentation

NOISE VARIANCE REQUEST

Application Fee \$10.00

1. Name of sponsoring organization: Mount Rose MBC - Mt Seriah Outreach Campus
2. Name and address of individual making application on behalf of sponsoring organization: Karmen Williams
3235 Tielke Lane, Brenham, Texas 77833
3. Purpose of the Event: Food and outreach to students about local resources
4. Location of Event: 1006 W. 1st Street, Brenham, TX 77833 and Blinn College Parking Lot
5. Date of the event: Saturday, September ²⁵~~11~~, 2020
6. Time of Event: 11:00 am - 2:00 pm
7. Event Set-up: From: 10:00 am To: 11:00 am
Event Clean-up: From: 2:00 pm To: 3:00 pm
8. You are required to describe the following:
 - a) Types of Activities Planned and any additional information specific to this event: Live music, entertainment, hamburgers and hotdogs with individual sides and drinks, and local organizations with booth type spaces and information.
 - b) Bands/Musical Instruments: Keyboard, guitars, drums, and microphones
 - c) Sound amplification equipment: Four speakers
 - d) Cleanup provisions: Members of Mount Rose MBC - Mt Seriah Outreach Campus

Karmen S. Williams
Name of Applicant (Printed or Typed)

Karmen S. Williams
Applicant or Authorized Person's Signature

Date: 8-31-21

Phone: (918) 816-0915

Have you ever been found guilty of a criminal offense involving crimes against property, moral turpitude, and/or a felony by any Court? Yes ☒ No. If "Yes", please identify the offense, State of conviction and penalty imposed (attach additional sheets if necessary):



Regular City Council
AGENDA ITEM 5-G.

Agenda Item: Approve a Noise Variance in Connection with an Annual Street Dance to be Held at St. Mary Immaculate Conception Catholic Church from 4:00 p.m. to 10:00 p.m. on Saturday, October 9, 2021 and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-September 16, 2021

Department: Administration

Staff Contact: Karen Stack

Classification: Consent

SUMMARY STATEMENT:

St. Mary's Church is planning its Annual Street Dance on October 9, 2021. The event will take place on the church property at 701 Church Street, with dancing on the street in front of the church. This event will feature food, a live auction, and a live band. A noise variance is required for the band.

ATTACHMENTS:

(1) Noise Variance Request

RELEVANCE TO COMPREHENSIVE PLAN:

N/A

RECOMMENDED ACTION:

Approve a Noise Variance in Connection with an Annual Street Dance to be Held at St. Mary Immaculate Conception Catholic Church from 4:00 p.m. to 10:00 p.m. on Saturday, October 9, 2021 and Authorize the Mayor to Execute Any Necessary Documentation

NOISE VARIANCE REQUEST

Application Fee \$10.00

1. Name of sponsoring organization: ST MARY IMMACULATE CONCEPTION CATHOLIC CHURCH
2. Name and address of individual making application on behalf of sponsoring organization: JOEL WHITEHEAD, 2503 RHAPSODY RD, BRENNAN TX 77833
3. Purpose of the Event: ANNUAL STREET DANCE
4. Location of Event: 701 CHURCH STREET, BRENNAN TX 77833
5. Date of the event: OCTOBER 9, 2021
6. Time of Event: 7 (PM) To 11 (PM)
7. Event Set-up: From: 8 (AM) To: 2 (PM)
Event Clean-up: From: 10 (PM) To: 11 (PM)
8. You are required to describe the following:
 - a) Types of Activities Planned and any additional information specific to this event: KID TRAIN, FOOD & DRINK, LIVE AUCTION, RAFFLE, LIVE BAND, DANCING IN THE STREET
 - b) Bands/Musical Instruments: ANTHONY MORENO BAND
 - c) Sound amplification equipment: AMPS/SPEAKERS FOR GUITARS/BASS/DRUMS
 - d) Cleanup provisions: HANDLED BY BAND

JOEL WHITEHEAD
Name of Applicant (Printed or Typed)


Applicant or Authorized Person's Signature

Date: 09.09.2021

Phone: _____

Have you ever been found guilty of a criminal offense involving crimes against property, moral turpitude, and/or a felony by any Court? Yes ✓ No. If "Yes", please identify the offense, State of conviction and penalty imposed (attach additional sheets if necessary):



Regular City Council
AGENDA ITEM 5-H.

Agenda Item: Approve a Noise Variance in Connection with a Community Block Party to be Held at St. Paul's Lutheran Church from 11:00 a.m. to 1:00 p.m. on Sunday, September 26, 2021 and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-September 16, 2021

Department: Administration

Staff Contact: Karen Stack

Classification: Consent

SUMMARY STATEMENT:

St. Paul's Lutheran Church has requested a Noise Variance for the Community Block Party. The Party is scheduled for 11:00 a.m. to 1:00 p.m. on Sunday, September 26, 2021. The event will feature a live band, food trucks, a bounce house, crafts, and a dunk tank. Due to the live band, a noise variance is required.

ATTACHMENTS:

(1) Noise Variance Request

RELEVANCE TO COMPREHENSIVE PLAN:

N/A

RECOMMENDED ACTION:

Approve a Noise Variance in Connection with a Community Block Party to be Held at St. Paul's Lutheran Church from 11:00 a.m. to 1:00 p.m. on Sunday, September 26, 2021 and Authorize the Mayor to Execute Any Necessary Documentation

NOISE VARIANCE REQUEST

Application Fee \$10.00

1. Name of sponsoring organization: St. Paul's Lutheran Church
2. Name and address of individual making application on behalf of sponsoring organization: Deacon Katharine Cameron
305 W. Third St. Brenham, TX 77833
3. Purpose of the Event: Community Block Party
4. Location of Event: 305 W. Third St
5. Date of the event: September 26, 2021
6. Time of Event: 11:00a - 1:00p
7. Event Set-up: From: 9:00a To: 11:00a
Event Clean-up: From: 1:00p To: 3:00p
8. You are required to describe the following:

a) Types of Activities Planned and any additional information specific to this event: _____

live band, food trucks, bounce house, dunk tank,
Crafts, balloon art

b) Bands/Musical Instruments: guitar, bass, drums, Keyboard, 2-3 singers

c) Sound amplification equipment: two speakers

d) Cleanup provisions: all cleanup will happen immediately following

Deacon Katharine Cameron
Name of Applicant (Printed or Typed)

Date: 8/30/21

[Signature]
Applicant or Authorized Person's Signature

Phone: 937. 479. 5508

Have you ever been found guilty of a criminal offense involving crimes against property, moral turpitude, and/or a felony by any Court? Yes ☒ No If "Yes", please identify the offense, State of conviction and penalty imposed (attach additional sheets if necessary):

rec'd 8/30/21
YES/JB



Regular City Council
AGENDA ITEM 6.

Agenda Item: Discuss and Possibly Act Upon Ordinance No. O-21-026 on Its Second Reading Adopting the Budget for Fiscal Year Beginning October 1, 2021 and Ending September 30, 2022

Meeting Type: Regular Meeting-September 16, 2021

Department: Finance

Staff Contact: Carolyn D. Miller

Classification: Regular

SUMMARY STATEMENT:

The proposed FY2021-22 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 34 separate funds and authorizes \$74.9 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 second reading of the Ordinance to adopt the proposed FY2021-22 budget. **Council must take a record vote on this item.**

ATTACHMENTS:

- (1) Ordinance No. O-21-026
- (2) FY22 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:

Approve Ordinance No. O-21-026 on its second reading adopting the budget for fiscal year beginning October 1, 2021 and ending September 30, 2022.

ORDINANCE NO. O-21-026

AN ORDINANCE ADOPTING A BUDGET FOR THE CITY OF BRENHAM, TEXAS FOR THE FISCAL YEAR 2021-22; 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, 2021 through September 30, 2022 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, 2021 through September 30, 2022 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 2nd day of September, 2021.

PASSED AND ADOPTED on its second reading this the 16th day of September, 2021.

Milton Y. Tate, Jr., Mayor

ATTEST:

Jeana Bellinger, City Secretary

Cary Bovey, City Attorney

**CITY OF BRENNHAM
FY21-22 PROPOSED BUDGET
COMBINED FUND SUMMARY**

IN \$	TOTAL GENERAL FUND	DEBT SERVICE FUND	SPECIAL REVENUE FUNDS	CAPITAL PROJECT FUNDS	ENTERPRISE FUNDS	INTERNAL SERVICE FUNDS	BCDC	TOTAL
BEGINNING FUND BALANCE	6,409,985	716,350	602,852	1,862,830	8,118,160	660,166	1,822,824	20,193,168
REVENUES								
TAXES	14,183,607	2,313,200	675,000	225,302	-	-	1,939,235	19,336,344
LICENSES AND PERMITS	303,603	-	-	-	-	-	-	303,603
INTERGOVERNMENTAL	498,630	-	-	1,011,400	2,084,018	-	850,000	4,444,048
CHARGES FOR SERVICES	916,994	-	51,600	-	38,383,866	621,766	-	39,974,226
FINES AND FORFEITURES	656,482	-	-	-	-	-	-	656,482
INVESTMENT INCOME	98,200	5,000	925	13,050	199,686	4,200	6,000	327,061
PAYMENT FROM COMPONENT UNIT	152,045	-	-	735,696	-	-	-	887,741
CONTRIBUTIONS AND DONATIONS	79,050	-	-	5,000	-	-	-	84,050
MISCELLANEOUS	311,380	-	10,000	18,000	279,252	-	3,417	622,049
TOTAL REVENUES	17,199,991	2,318,200	737,525	2,008,448	40,946,822	625,966	2,798,652	66,635,604
EXPENDITURES								
CURRENT OPERATIONS								
CULTURE AND RECREATION	4,833,582	-	-	299,846	-	-	136,609	5,270,037
GENERAL GOVERNMENT	6,473,261	-	42,841	-	-	-	-	6,516,102
HEALTH AND WELFARE	624,732	-	-	-	-	-	-	624,732
HIGHWAYS AND STREETS	1,432,793	-	-	765,296	-	-	-	2,198,089
PUBLIC SAFETY	8,039,022	-	31,320	-	-	-	-	8,070,342
ECONOMIC DEVELOPMENT	-	-	-	-	-	-	536,773	536,773
COST OF SALES AND SERVICES	-	-	-	-	18,280,221	-	-	18,280,221
ELECTRIC	-	-	-	-	3,613,428	-	-	3,613,428
GAS	-	-	-	-	662,037	-	-	662,037
WATER	-	-	-	-	2,234,945	-	-	2,234,945
WASTEWATER	-	-	-	-	2,244,531	-	-	2,244,531
SANITATION	-	-	-	-	2,052,913	-	-	2,052,913
DRAINAGE	-	-	-	-	454,447	-	-	454,447
GROSS REVENUE TAX	-	-	-	-	2,416,438	-	-	2,416,438
INTERNAL SERVICE	-	-	-	-	-	124,580	-	124,580
DEBT								
INTEREST AND FISCAL CHARGES	-	654,905	-	-	521,697	21,501	76,296	1,274,399
PRINCIPAL RETIREMENT	-	1,739,653	-	-	1,634,763	293,428	146,233	3,814,077
ISSUANCE COSTS	-	-	-	-	75,034	-	-	75,034
CAPITAL OUTLAY	106,645	-	-	6,762,203	5,308,455	681,632	1,607,842	14,466,777
TOTAL EXPENDITURES	21,510,035	2,394,558	74,161	7,827,345	39,498,909	1,121,141	2,503,753	74,929,902
OTHER FINANCING SOURCES (USES)								
TRANSFERS IN	4,265,425	-	-	105,000	696,685	557,206	265,000	5,889,316
TRANSFERS OUT	(1,095,585)	-	(842,000)	-	(3,686,731)	-	(265,000)	(5,889,316)
PAYMENT TO PRIMARY GOVERNMENT	-	-	-	-	-	-	(887,741)	(887,741)
DEBT PROCEEDS	-	-	-	4,257,405	5,245,016	-	-	9,502,421
TOTAL OTHER FINANCING SOURCES (USES)	3,169,840	-	(842,000)	4,362,405	2,254,970	557,206	(887,741)	8,614,680
CHANGE IN FUND BALANCE	(1,140,204)	(76,358)	(178,636)	(1,456,492)	3,702,883	62,031	(592,842)	320,382
ENDING FUND BALANCE	5,269,781	639,992	424,216	406,338	11,821,043	722,197	1,229,982	20,513,550

CITY OF BRENHAM
FY21-22 PROPOSED BUDGET
COMBINED FUND SUMMARY - GENERAL FUND

	FUND 101 GENERAL GOVT	FUND 222 POLICE DEPT GRANTS	FUND 225 PD EQUIP FUND	FUND 226 PUBLIC SAFETY TRAINING FUND	FUND 227 PUBLIC FEMA FUND	FUND 232 DONATIONS FUND	FUND 235 FIRE DEPT GRANTS FUND	FUND 236 NON- ROUTINE FUND	FUND 249 TOURISM & MKTING	TOTAL
IN \$										
BEGINNING FUND BALANCE	5,534,334	-	-	8,925	508,014	248,619	-	104,351	5,742	6,409,985
REVENUES										
TAXES	14,183,607	-	-	-	-	-	-	-	-	14,183,607
LICENSES AND PERMITS	303,603	-	-	-	-	-	-	-	-	303,603
INTERGOVERNMENTAL	479,930	10,000	3,000	3,200	-	-	2,500	-	-	498,630
CHARGES FOR SERVICES	632,219	-	-	-	-	-	-	-	284,775	916,994
FINES AND FORFEITURES	656,482	-	-	-	-	-	-	-	-	656,482
INVESTMENT INCOME	98,200	-	-	-	-	-	-	-	-	98,200
PAYMENT FROM COMPONENT UNIT	152,045	-	-	-	-	-	-	-	-	152,045
CONTRIBUTIONS AND DONATIONS	-	-	-	-	-	76,500	-	-	2,550	79,050
MISCELLANEOUS W/INSURANCE PROCEEDS	310,882	-	-	-	-	-	-	-	498	311,380
TOTAL REVENUES	16,816,968	10,000	3,000	3,200	-	76,500	2,500	-	287,823	17,199,991
EXPENDITURES										
CURRENT OPERATIONS										
CULTURE AND RECREATION	3,740,291	-	-	-	-	13,500	-	28,000	1,051,791	4,833,582
GENERAL GOVERNMENT	6,186,631	-	-	-	-	55,000	-	231,630	-	6,473,261
HEALTH AND WELFARE	612,732	-	-	-	-	12,000	-	-	-	624,732
HIGHWAYS AND STREETS	1,422,793	-	-	-	-	-	-	10,000	-	1,432,793
PUBLIC SAFETY	7,817,567	10,000	3,000	7,500	-	37,000	2,500	161,455	-	8,039,022
ECONOMIC DEVELOPMENT	-	-	-	-	-	-	-	-	-	-
COST OF SALES AND SERVICES	-	-	-	-	-	-	-	-	-	-
ELECTRIC	-	-	-	-	-	-	-	-	-	-
GAS	-	-	-	-	-	-	-	-	-	-
WATER	-	-	-	-	-	-	-	-	-	-
WASTEWATER	-	-	-	-	-	-	-	-	-	-
SANITATION	-	-	-	-	-	-	-	-	-	-
DRAINAGE	-	-	-	-	-	-	-	-	-	-
GROSS REVENUE TAX	-	-	-	-	-	-	-	-	-	-
INTERNAL SERVICE	-	-	-	-	-	-	-	-	-	-
DEBT										
INTEREST AND FISCAL CHARGES	-	-	-	-	-	-	-	-	-	-
PRINCIPAL RETIREMENT	-	-	-	-	-	-	-	-	-	-
ISSUANCE COSTS	-	-	-	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-	106,645	-	106,645
TOTAL EXPENDITURES	19,780,014	10,000	3,000	7,500	-	117,500	2,500	537,730	1,051,791	21,510,035
OTHER FINANCING SOURCES (USES)										
TRANSFERS IN	3,068,046	-	-	-	-	-	-	433,379	764,000	4,265,425
TRANSFERS OUT	(1,095,585)	-	-	-	-	-	-	-	-	(1,095,585)
PAYMENT TO PRIMARY GOVERNMENT	-	-	-	-	-	-	-	-	-	-
DEBT PROCEEDS	-	-	-	-	-	-	-	-	-	-
TOTAL OTHER FINANCING SOURCES (USES)	1,972,461	-	-	-	-	-	-	433,379	764,000	3,169,840
CHANGE IN FUND BALANCE	(990,585)	-	-	(4,300)	-	(41,000)	-	(104,351)	32	(1,140,204)
ENDING FUND BALANCE	4,543,749	-	-	4,625	508,014	207,619	-	-	5,774	5,269,781
ENDING UNASSIGNED FUND BALANCE	4,399,869	-	-	-	508,014	173,846	-	-	42,371	5,124,100
DAYS IN RESERVES (TOTAL BASIS)	87.6	-	-	-	10.1	3.5	-	-	0.8	102.0

CITY OF BRENHAM
FY21-22 PROPOSED BUDGET
COMBINED FUND SUMMARY - SPECIAL REVENUE FUNDS

IN \$	FUND 109 HOTEL/MOTEL FUND	FUND 229 CRIMINAL LAW ENFORCE	FUND 233 COURTS SECURITY/ TECH	FUND 260 BRENHAM COMMUNITY PROJECTS	TOTAL SPECIAL REVENUE FUNDS
BEGINNING FUND BALANCE (WORKING CAP)	488,221	52,029	61,620	983	602,852
REVENUES					
TAXES	675,000	-	-	-	675,000
LICENSES AND PERMITS	-	-	-	-	-
INTERGOVERNMENTAL	-	-	-	-	-
CHARGES FOR SERVICES	-	-	51,600	-	51,600
FINES AND FORFEITURES	-	-	-	-	-
INVESTMENT INCOME	600	125	200	-	925
PAYMENT FROM COMPONENT UNIT	-	-	-	-	-
CONTRIBUTIONS AND DONATIONS	-	-	-	-	-
MISCELLANEOUS	-	10,000	-	-	10,000
TOTAL REVENUES	675,600	10,125	51,800	-	737,525
EXPENDITURES					
CURRENT OPERATIONS					
CULTURE AND RECREATION	-	-	-	-	-
GENERAL GOVERNMENT	6,600	-	36,241	-	42,841
HEALTH AND WELFARE	-	-	-	-	-
HIGHWAYS AND STREETS	-	-	-	-	-
PUBLIC SAFETY	-	31,320	-	-	31,320
ECONOMIC DEVELOPMENT	-	-	-	-	-
COST OF SALES AND SERVICES	-	-	-	-	-
ELECTRIC	-	-	-	-	-
GAS	-	-	-	-	-
WATER	-	-	-	-	-
WASTEWATER	-	-	-	-	-
SANITATION	-	-	-	-	-
DRAINAGE	-	-	-	-	-
GROSS REVENUE TAX	-	-	-	-	-
INTERNAL SERVICE	-	-	-	-	-
DEBT					
INTEREST AND FISCAL CHARGES	-	-	-	-	-
PRINCIPAL RETIREMENT	-	-	-	-	-
ISSUANCE COSTS	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-
TOTAL EXPENDITURES	6,600	31,320	36,241	-	74,161
OTHER FINANCING SOURCES (USES)					
TRANSFERS IN	-	-	-	-	-
TRANSFERS OUT	(824,000)	-	(18,000)	-	(842,000)
PAYMENT TO PRIMARY GOVERNMENT	-	-	-	-	-
DEBT PROCEEDS	-	-	-	-	-
TOTAL OTHER FINANCING SOURCES (USES)	(824,000)	-	(18,000)	-	(842,000)
CHANGE IN FUND BALANCE	(155,000)	(21,195)	(2,441)	-	(178,636)
ENDING FUND BALANCE	333,221	30,834	59,179	983	424,216

CITY OF BRENHAM
FY21-22 PROPOSED BUDGET
COMBINED FUND SUMMARY - CAPITAL PROJECT FUNDS

	FUND 203 AIRPORT CAPITAL	FUND 217 2017 CAPITAL PROJECTS	FUND 234 PARKS CAPITAL PROJECTS	FUND 237 STREETS CAPITAL PROJECTS	FUND 270 GEN GOVT CAPITAL PROJECTS 2021	FUND 301 TIRZ NO 1 FUND	TOTAL CAPITAL PROJECT FUNDS
IN \$							
BEGINNING FUND BALANCE (WORKING CAP)	2,383	635,551	42,941	1,020,193	-	161,761	1,862,830
REVENUES							
TAXES	-	-	-	-	-	225,302	225,302
LICENSES AND PERMITS	-	-	-	-	-	-	-
INTERGOVERNMENTAL	945,000	-	66,400	-	-	-	1,011,400
CHARGES FOR SERVICES	-	-	-	-	-	-	-
FINES AND FORFEITURES	-	-	-	-	-	-	-
INVESTMENT INCOME	-	50	-	3,000	10,000	-	13,050
PAYMENT FROM COMPONENT UNIT	-	-	735,696	-	-	-	735,696
CONTRIBUTIONS AND DONATIONS	-	-	5,000	-	-	-	5,000
MISCELLANEOUS	-	-	18,000	-	-	-	18,000
TOTAL REVENUES	945,000	50	825,096	3,000	10,000	225,302	2,008,448
EXPENDITURES							
CURRENT OPERATIONS							
CULTURE AND RECREATION	-	-	299,846	-	-	-	299,846
GENERAL GOVERNMENT	-	-	-	-	-	-	-
HEALTH AND WELFARE	-	-	-	-	-	-	-
HIGHWAYS AND STREETS	350,000	415,296	-	-	-	-	765,296
PUBLIC SAFETY	-	-	-	-	-	-	-
ECONOMIC DEVELOPMENT	-	-	-	-	-	-	-
COST OF SALES AND SERVICES	-	-	-	-	-	-	-
ELECTRIC	-	-	-	-	-	-	-
GAS	-	-	-	-	-	-	-
WATER	-	-	-	-	-	-	-
WASTEWATER	-	-	-	-	-	-	-
SANITATION	-	-	-	-	-	-	-
DRAINAGE	-	-	-	-	-	-	-
GROSS REVENUE TAX	-	-	-	-	-	-	-
INTERNAL SERVICE	-	-	-	-	-	-	-
DEBT							
INTEREST AND FISCAL CHARGES	-	-	-	-	-	-	-
PRINCIPAL RETIREMENT	-	-	-	-	-	-	-
ISSUANCE COSTS	-	-	-	-	-	-	-
CAPITAL OUTLAY	700,000	220,305	551,300	3,342,191	1,948,407	-	6,762,203
TOTAL EXPENDITURES	1,050,000	635,601	851,146	3,342,191	1,948,407	-	7,827,345
OTHER FINANCING SOURCES (USES)							
TRANSFERS IN	105,000	-	-	-	-	-	105,000
TRANSFERS OUT	-	-	-	-	-	-	-
PAYMENT TO PRIMARY GOVERNMENT	-	-	-	-	-	-	-
DEBT PROCEEDS	-	-	-	2,318,998	1,938,407	-	4,257,405
TOTAL OTHER FINANCING SOURCES (USES)	105,000	-	-	2,318,998	1,938,407	-	4,362,405
CHANGE IN FUND BALANCE	-	(635,551)	(26,050)	(1,020,193)	-	225,302	(1,456,492)
ENDING FUND BALANCE	2,383	0	16,891	(0)	-	387,063	406,338

CITY OF BRENHAM
FY21-22 PROPOSED BUDGET
COMBINED FUND SUMMARY - ENTERPRISE FUNDS

IN \$	FUND 102/122 ELECTRIC	FUND 103/123 GAS	FUND 104 WATER	FUND 105/135 WASTE- WATER	FUND 106 SANITATION	FUND 107/137 DRAINAGE	TOTAL ENTERPRISE FUNDS
BEGINNING FUND BALANCE (WORKING CAP)	7,832,281	1,069,760	(1,492,633)	(450,008)	626,299	532,461	8,118,160
REVENUES							
TAXES	-	-	-	-	-	-	-
LICENSES AND PERMITS	-	-	-	-	-	-	-
INTERGOVERNMENTAL	-	-	-	-	-	2,084,018	2,084,018
CHARGES FOR SERVICES	23,282,458	3,368,354	5,041,423	3,951,112	2,062,902	677,617	38,383,866
FINES AND FORFEITURES	-	-	-	-	-	-	-
INVESTMENT INCOME	133,330	11,200	7,500	24,500	22,456	700	199,686
PAYMENT FROM COMPONENT UNIT	-	-	-	-	-	-	-
CONTRIBUTIONS AND DONATIONS	-	-	-	-	-	-	-
MISCELLANEOUS	35,970	3,500	84,053	10,288	144,771	670	279,252
TOTAL REVENUES	23,451,758	3,383,054	5,132,976	3,985,900	2,230,129	2,763,005	40,946,822
EXPENDITURES							
CURRENT OPERATIONS							
CULTURE AND RECREATION	-	-	-	-	-	-	-
GENERAL GOVERNMENT	-	-	-	-	-	-	-
HEALTH AND WELFARE	-	-	-	-	-	-	-
HIGHWAYS AND STREETS	-	-	-	-	-	-	-
PUBLIC SAFETY	-	-	-	-	-	-	-
ECONOMIC DEVELOPMENT	-	-	-	-	-	-	-
COST OF SALES AND SERVICES	16,109,684	1,756,835	413,702	-	-	-	18,280,221
ELECTRIC	3,613,428	-	-	-	-	-	3,613,428
GAS	-	662,037	-	-	-	-	662,037
WATER	-	-	2,234,945	-	-	-	2,234,945
WASTEWATER	-	-	-	2,244,531	-	-	2,244,531
SANITATION	-	-	-	-	2,052,913	-	2,052,913
DRAINAGE	-	-	-	-	-	454,447	454,447
GROSS REVENUE TAX	1,585,929	232,627	341,072	256,810	-	-	2,416,438
INTERNAL SERVICE	-	-	-	-	-	-	-
DEBT							
INTEREST AND FISCAL CHARGES	60,737	-	322,409	132,434	-	6,117	521,697
PRINCIPAL RETIREMENT	78,471	-	849,986	639,836	-	66,470	1,634,763
ISSUANCE COSTS	-	-	75,034	-	-	-	75,034
CAPITAL OUTLAY	743,337	182,376	732,113	1,311,799	-	2,338,830	5,308,455
TOTAL EXPENDITURES	22,191,586	2,833,875	4,969,261	4,585,410	2,052,913	2,865,864	39,498,909
OTHER FINANCING SOURCES (USES)							
TRANSFERS IN	646,668	-	-	-	-	50,017	696,685
TRANSFERS OUT	(1,851,332)	(519,544)	(552,062)	(392,476)	(321,300)	(50,017)	(3,686,731)
PAYMENT TO PRIMARY GOVERNMENT	-	-	-	-	-	-	-
DEBT PROCEEDS	-	-	3,001,373	2,243,643	-	-	5,245,016
TOTAL OTHER FINANCING SOURCES (USES)	(1,204,664)	(519,544)	2,449,311	1,851,167	(321,300)	-	2,254,970
CHANGE IN FUND BALANCE	55,508	29,635	2,613,026	1,251,657	(144,084)	(102,859)	3,702,883
ENDING FUND BALANCE	7,887,789	1,099,395	1,120,393	801,649	482,215	429,602	11,821,043

CITY OF BRENHAM
FY21-22 PROPOSED BUDGET
COMBINED FUND SUMMARY - INTERNAL SERVICE FUNDS

IN \$	FUND 220 CENTRAL FLEET	FUND 240 VERF	FUND 500 WORKERS COMP	TOTAL INTERNAL SERVICE FUNDS
BEGINNING FUND BALANCE (WORKING CAP)	120,165	233,649	306,352	660,166
REVENUES				
TAXES	-	-	-	-
LICENSES AND PERMITS	-	-	-	-
INTERGOVERNMENTAL	-	-	-	-
CHARGES FOR SERVICES	86,000	398,218	137,548	621,766
FINES AND FORFEITURES	-	-	-	-
INVESTMENT INCOME	700	2,000	1,500	4,200
PAYMENT FROM COMPONENT UNIT	-	-	-	-
CONTRIBUTIONS AND DONATIONS	-	-	-	-
MISCELLANEOUS	-	-	-	-
TOTAL REVENUES	86,700	400,218	139,048	625,966
EXPENDITURES				
CURRENT OPERATIONS				
CULTURE AND RECREATION	-	-	-	-
GENERAL GOVERNMENT	-	-	-	-
HEALTH AND WELFARE	-	-	-	-
HIGHWAYS AND STREETS	-	-	-	-
PUBLIC SAFETY	-	-	-	-
ECONOMIC DEVELOPMENT	-	-	-	-
COST OF SALES AND SERVICES	-	-	-	-
ELECTRIC	-	-	-	-
GAS	-	-	-	-
WATER	-	-	-	-
WASTEWATER	-	-	-	-
SANITATION	-	-	-	-
DRAINAGE	-	-	-	-
GROSS REVENUE TAX	-	-	-	-
INTERNAL SERVICE	16,191	-	108,389	124,580
DEBT				
INTEREST AND FISCAL CHARGES	2,052	19,449	-	21,501
PRINCIPAL RETIREMENT	28,437	264,991	-	293,428
ISSUANCE COSTS	-	-	-	-
CAPITAL OUTLAY	65,000	616,632	-	681,632
TOTAL EXPENDITURES	111,680	901,072	108,389	1,121,141
OTHER FINANCING SOURCES (USES)				
TRANSFERS IN	-	557,206	-	557,206
TRANSFERS OUT	-	-	-	-
PAYMENT TO PRIMARY GOVERNMENT	-	-	-	-
DEBT PROCEEDS	-	-	-	-
TOTAL OTHER FINANCING SOURCES (USES)	-	557,206	-	557,206
CHANGE IN FUND BALANCE	(24,980)	56,352	30,659	62,031
ENDING FUND BALANCE	95,185	290,001	337,011	722,197

CITY OF BRENHAM
FY21-22 PROPOSED BUDGET
COMBINED FUND SUMMARY - BCDC FUNDS

IN \$	FUND 252		
	FUND 250 BCDC FUND	BCDC CAPITAL FUND	TOTAL BCDC FUNDS
BEGINNING FUND BALANCE (WORKING CAP)	935,041	887,782	1,822,824
REVENUES			
TAXES	1,939,235	-	1,939,235
LICENSES AND PERMITS	-	-	-
INTERGOVERNMENTAL	100,000	750,000	850,000
CHARGES FOR SERVICES	-	-	-
FINES AND FORFEITURES	-	-	-
INVESTMENT INCOME	6,000	-	6,000
PAYMENT FROM COMPONENT UNIT	-	-	-
CONTRIBUTIONS AND DONATIONS	-	-	-
MISCELLANEOUS	3,417	-	3,417
TOTAL REVENUES	2,048,652	750,000	2,798,652
EXPENDITURES			
CURRENT OPERATIONS			
CULTURE AND RECREATION	136,609	-	136,609
GENERAL GOVERNMENT	-	-	-
HEALTH AND WELFARE	-	-	-
HIGHWAYS AND STREETS	-	-	-
PUBLIC SAFETY	-	-	-
ECONOMIC DEVELOPMENT	536,773	-	536,773
COST OF SALES AND SERVICES	-	-	-
ELECTRIC	-	-	-
GAS	-	-	-
WATER	-	-	-
WASTEWATER	-	-	-
SANITATION	-	-	-
DRAINAGE	-	-	-
GROSS REVENUE TAX	-	-	-
INTERNAL SERVICE	-	-	-
DEBT			
INTEREST AND FISCAL CHARGES	76,296	-	76,296
PRINCIPAL RETIREMENT	146,233	-	146,233
ISSUANCE COSTS	-	-	-
CAPITAL OUTLAY	-	1,607,842	1,607,842
TOTAL EXPENDITURES	895,911	1,607,842	2,503,753
OTHER FINANCING SOURCES (USES)			
TRANSFERS IN	-	265,000	265,000
TRANSFERS OUT	(265,000)	-	(265,000)
PAYMENT TO PRIMARY GOVERNMENT	(887,741)	-	(887,741)
DEBT PROCEEDS	-	-	-
TOTAL OTHER FINANCING SOURCES (USES)	(1,152,741)	265,000	(887,741)
CHANGE IN FUND BALANCE	-	(592,842)	(592,842)
ENDING FUND BALANCE	935,041	294,940	1,229,982



Regular City Council
AGENDA ITEM 7.

Agenda Item: Discuss and Possibly Act Upon Ordinance No. O-21-027 on Its Second Reading Levying Property Taxes for the Tax Year 2021 for the City of Brenham at \$0.4940 per \$100 Valuation

Meeting Type: Regular Meeting-September 16, 2021

Department: Finance

Staff Contact: Carolyn D. Miller

Classification: Regular

SUMMARY STATEMENT:

The proposed FY2021-22 budget includes a tax rate of \$0.4940 per \$100 valuation which has two components: maintenance and operations (M&O) and interest and sinking (I&S). The proposed tax rate of \$0.4940 will allocate \$0.3500 to the General Fund for maintenance and operations, and the balance of \$0.1440 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 exceeds the no-new revenue rate, the City is required by the Tax Code to take a **record vote**.

ATTACHMENTS:

(1) Ordinance No. O-21-027

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 No. O-21-027 on its Second Reading Adopting a Tax Rate.

Required wording of motion: **'I move that the property tax rate be increased by the adoption of a tax rate of \$0.4940, which is effectively a 3.66% increase in the tax rate.'**

ORDINANCE NO. O-21-027

AN ORDINANCE LEVYING TAXES FOR THE TAX YEAR 2021 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 \$0.3500 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 2021.

SECTION II.

That there be and is hereby levied for the use of the City of Brenham, for the Tax Year 2021, an ad valorem tax of \$0.1440 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 \$0.4940 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 TAX RATE WILL EFFECTIVELY BE RAISED BY 13.56 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$30.00.

SECTION VI.

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 2nd day of September 2021.

PASSED AND ADOPTED on its second reading this the 16th day of September 2021.

Milton Y. Tate, Jr., Mayor

ATTEST:

Jeana Bellinger, City Secretary

Cary Bovey, City Attorney



Regular City Council
AGENDA ITEM 8.

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-21-022
Authorizing the Publication of Notice of Intention of Issue
Certificates of Obligation

Meeting Type: Regular Meeting-September 16, 2021

Department: Finance

Staff Contact: Carolyn D Miller

Classification: Regular

SUMMARY STATEMENT:

During Council budget workshops related to the FY21-22 Budget, we discussed issuing certificates of obligation (COs) for general government, wastewater and water system utility projects. The general government projects total \$4.258 million and include \$845,00 for fire apparatus, \$350,000 for improvements to city hall, \$744,000 for street equipment, \$619,000 for in-house street reconstruction/rebuild and \$1.700 million for contractor street and drainage improvements. The wastewater utility improvements of \$2.244 million include two new lift stations and sewer force main improvements. And the \$3.000 million in water utility improvements are needed for the lake intake structure. The agenda item today is giving notice of the City's intent to issue Certificates of Obligation, Series 2021 not to exceed \$10 million for these purposes including bond issuance costs.

Jennifer Ritter, the City's financial adviser, has prepared the attached Issuance Timetable. The initial step in the financing process is to give notice of your intent to issue the certificates of obligation, and upon your approval, the notice itself will be published in the Brenham Banner Press. Ms. Ritter will handle securing the pricing and bring it back to Council for action at the December 2, 2021 meeting.

Your agenda packet includes the Resolution that gives notice of intent to issue the certificates of obligation.

ATTACHMENTS:

- (1) Resolution No. R-21-022
- (2) Issuance Timetable

RELEVANCE TO COMPREHENSIVE PLAN:

RECOMMENDED ACTION:

Approve Resolution No. R-21-022 authorizing the publication of Notice of Intention of Issue Certificates of Obligation

RESOLUTION NO. R-21-022

A RESOLUTION AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF

WHEREAS, the City Council of the City of Brenham, Texas (the “City”), deems it advisable to issue certificates of obligation (the “Certificates”) of the City in accordance with the notice hereinafter set forth;

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

Section 1. The findings, definitions and recitations set out in the preamble to this resolution are found to be true and correct and are hereby adopted by City Council and made a part hereof for all purposes.

Section 2. The City Secretary is hereby authorized and directed to cause to be published in the manner required by law and in substantially the form attached hereto as Exhibit A, a notice of the City’s intention to issue the Certificates (the “Notice”).

Section 3. The Notice shall be published once a week for two (2) consecutive weeks in a newspaper which is of general circulation in the City, the date of the first publication to be at least forty-six (46) days before the date tentatively set in the Notice for the passage of the ordinance authorizing the issuance of the Certificates. In addition, the Notice shall be posted continuously on the City’s website for at least forty-five (45) days before the date tentatively set in the Notice for the passage of the ordinance authorizing the issuance of the Certificates.

Section 4. For the purposes of the Notice, the City hereby designates as self-supporting those public securities listed in the attached Exhibit B, the debt service on which the City currently pays from sources other than ad valorem tax collections. The City plans to continue to pay these public securities based on this practice; however, there is no guarantee this practice will continue in future years.

Section 5. The Chief Financial Officer and all other appropriate officials of the City, the City’s financial advisor, Specialized Public Finance, Inc., and bond counsel, Bracewell LLP, are authorized and directed to proceed with the preparation of all necessary documents and to make all necessary arrangements for the authorization and sale of the Certificates at a future meeting of the City Council of the City.

Section 6. The Mayor, the Chief Financial Officer, City Secretary, and all other officers and agents of the City are hereby authorized and directed to do any and all things necessary or desirable to carry out the provisions of this resolution.

Section 7. This Resolution shall take effect immediately from and after its passage by the City Council of the City.

PASSED AND APPROVED this 16th day of September, 2021.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

EXHIBIT A

NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that the City Council of the City of Brenham, Texas (the “City”), will meet at 200 W. Vulcan, Brenham, Texas at 1:00 p.m. on the 2nd day of December, 2021, which is the time and place tentatively set for the passage of an ordinance and such other action as may be deemed necessary to authorize the issuance of the City’s certificates of obligation (the “Certificates”), in the maximum aggregate principal amount not to exceed TEN MILLION DOLLARS (\$10,000,000), payable from ad valorem taxes and from a limited pledge of certain surplus revenues of the City’s combined utility system in an amount not to exceed \$1,000, bearing interest at any rate or rates not to exceed the maximum interest rate authorized by law, as shall be determined within the discretion of the City Council of the City at the time of issuance of the Certificates, and maturing over a period not to exceed forty (40) years from the date of issuance, for the purposes of evidencing the indebtedness of the City for all or any part of the costs associated with the (1) construction of, and improvements to, City streets, sidewalks and drainage, including in each case the acquisition of land and rights-of-way in connection therewith; (2) improvements to City sanitary sewer facilities, including in each case the acquisition of land and rights-of-way in connection therewith; (3) improvements to the City’s waterworks system, including in each case the acquisition of land and rights-of-way in connection therewith; (4) improvements and renovations to the existing City Hall; (5) acquisition of a new fire truck; (6) acquisition of heavy equipment for street improvement and maintenance purposes; and (7) professional services incurred in connection with items (1) through (6), and to pay the costs incurred in connection with the issuance of the Certificates. The estimated combined principal and interest required to pay the Certificates on time and in full is \$12,728,222.22. Such estimate is provided for illustrative purposes only, and is based on an assumed interest rate of 2.5%. Market conditions affecting interest rates vary based on a number of factors beyond the control of the City, and the City cannot and does not guarantee a particular interest rate associated with the Certificates. As of the date of this notice, the aggregate principal amount outstanding of tax-supported debt obligations of the City (excluding public securities secured by an ad valorem tax but designated by the City as self-supporting a resolution adopted by City Council on September 16, 2021, which resolution is available from the City upon request) is \$15,503,064, and based on the City’s expectations, as of the date of this notice the combined principal and interest required to pay all of the outstanding tax-supported debt obligations of the City (excluding public securities secured by an ad valorem tax but designated by the City as self-supporting) on time and in full is \$19,000,290.64.

WITNESS MY HAND, this 16th day of September, 2021.

Jeana Bellinger, TRMC, City Secretary
City of Brenham, Texas

EXHIBIT B

SELF-SUPPORTING DEBT

Principal Amount Designated as Self Supporting

Series Designation

\$10,736,936

Series 2011 and 2016 General Obligation Refunding Bonds, and portions of Series 2016, 2017 2019 and 2020 Certificates of Obligation



City of Brenham, Texas
Summary Timetable for Issuance of
Combination Tax & Revenue
Certificates of Obligation, Series 2021

- | | | |
|--------------------------------|---|---|
| *Thursday, September 16, 2021* | • | City Council adopts a resolution directing publication of notice of the City's intention to issues Certificates of Obligation (COs). |
| Week of September 26, 2021 | • | First publication of notice of the City's intention to issue COs (must be at least 46 days prior to date of award by statute – no later than October 17.) Bond counsel to coordinate with City Secretary. |
| Week of October 3, 2021 | • | Second publication of notice of the City's intention to issue COs. |
| Week of October 31, 2021 | • | Rating agency call(s) with City. |
| Date TBD | • | Bond counsel pre-files transcript with Attorney General to facilitate expedited closing (prior to end of 2021.) |
| Monday, November 22, 2021 | • | Ratings are received. |
| Tuesday, November 23, 2021 | • | Preliminary Official Statement is electronically distributed by financial advisor. |
| * Thursday, December 2, 2021* | • | COs are priced by financial advisor through competitive sale. |
| | • | Award. COs are awarded by City Council to winning underwriter(s). |
| Thursday, December 16, 2021 | • | Closing. COs are delivered and proceeds received by City. |

* Requires Official Council Meeting.



Regular City Council
AGENDA ITEM 9.

Agenda Item: Discuss and Possibly Act Upon the Issuance of Requests for Proposals (RFPs) for Professional Administrative Services and Requests for Qualifications (RFQs) for Engineering, Architectural, Surveying or Other Related Services Related to the American Rescue Plan Act of 2021 (ARPA) and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-September 16, 2021

Department: Finance

Staff Contact: Carolyn D Miller

Classification: Regular

SUMMARY STATEMENT:

On July 21, 2021, the City Council approved the submission of documentation to receive funds from the American Rescue Act Plan (ARPA). The City's total allocation is \$4,426,200 and we have received the first allocation of \$2,213,100. With the complexities and detailed reporting guidelines of this federal program, we would like to engage a grant administrator to assist the City in navigating this multi-year program. We are seeking Council approval to issue requests for proposals to engage administrative services and to at some future date to issue requests for qualifications for engineering, architectural, surveying or other related services. This item is only for the authorization to prepare, issue, advertise, and review proposals from qualified grant administrators. Once we have identified a qualified firm, we will bring a separate item back to Council for approval to engage a grant administrator.

ATTACHMENTS:

None

RELEVANCE TO COMPREHENSIVE PLAN:

RECOMMENDED ACTION:

Approve the Issuance of Requests for Proposals (RFPs) for Professional Administrative Services and Requests for Qualifications (RFQs) for Engineering, Architectural, Surveying, or Other Related Services Related to the American Rescue Plan Act of 2021 (ARPA) and Authorize the Mayor to Execute Any Necessary Documentation.



Regular City Council
AGENDA ITEM 10.

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-21-023 in Connection with a Grant Agreement (22MPBRENM) for an Airport Master Plan for the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-September 16, 2021

Department: Airport

Staff Contact: Kim Hodde

Classification: Regular

SUMMARY STATEMENT:

This Resolution is in support of an Airport Master Plan. The last Airport Master Plan was done in 1986 and an update, the Airport Development Plan, was conducted in 2005. Airport plans/studies (Master Plans, Development and Layout Plans) are developed and used as a long-range planning tool and guide to help regulate development, improvements, and operation of the Airport to meet current and future aviation demands. Master Plans, Development Plans, and Airport Layout Plans typically need to be reviewed and/or updated every 5-10 years so the current plan for Airport is severely out of date. A letter of interest (LOI) was submitted to TxDOT on April 20, 2018, for update of the Master Plan. The estimated cost for the Master Plan project is \$250,000. The City will be responsible for 10% of the total project costs; however, staff was recently notified that the local match for this project (\$25,000) will be funded using the American Rescue Plan Act (ARPA) Federal funds so at this time the City's estimated cost is \$0.

TxDOT would like to include this project in their FY 2022 funding. This resolution is the first step in the process to get this project included on the Transportation Commission meeting agenda for October 28, 2021.

This resolution requests that the Mayor or his designee be authorized to sign the necessary documents for the implementation of this Airport Master Plan project including, but not limited to, the following documents:

1. Designation of Sponsor's Authorized Representative.
2. Designation of Sponsor's Consultant Selection Committee.
3. Airport Participation Agreement with TxDOT (after approval by the Transportation Commission).
4. Copy of our most recent audited financial statement.

Once the Transportation Commission grants approval of the project, a Grant agreement will be sent to the City of Brenham for execution then TxDOT will begin the process.

ATTACHMENTS:

- | |
|---|
| (1) Resolution No. R-21-023
(2) Designation of sponsors authorized representative
(3) Designation of consultant selection committee |
|---|

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 Resolution No. R-21-023 in connection with a Grant Agreement (22MPBRENM) for an Airport Master Plan and authorize the Mayor to execute any necessary documentation.

RESOLUTION NO. R-21-023

WHEREAS, the City of Brenham intends to update the Airport Master Plan for the Brenham Municipal Airport; and

WHEREAS, the general description of the project is described as: Airport Master Plan; and

WHEREAS, the City of Brenham intends to request financial assistance from the Texas Department of Transportation for this project; and

WHEREAS, total project costs are estimated to be \$250,000, and the City of Brenham will be responsible for 10% of the total project costs currently estimated to be \$0 due to local funding provided by ARPA (American Rescue Plan Act) Federal funding; and

WHEREAS, the City of Brenham names the Texas Department of Transportation as its agent for the purposes of applying for, receiving and disbursing all funds for this project and for the administration of contracts necessary for the implementation of this project.

NOW, THEREFORE, BE IT RESOLVED, that the City of Brenham hereby directs MILTON Y. TATE, JR., Mayor, to execute on behalf of the City of Brenham, at the appropriate time, and with the appropriate authorizations of this governing body, all contracts and agreements with the Texas Department of Transportation, and such other parties as shall be necessary and appropriate for the implementation of this project to the Brenham Municipal Airport.

PASSED AND APPROVED this the 16th day of September 2021.

Milton Y. Tate, Jr., Mayor
City of Brenham, Texas

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

I, Milton Y. Tate, Jr. , Mayor
(Name) (Title)

with the City of Brenham designates Kim Hodde, Planning Tech/Airport Coordinator
(Name) (Title)

as the City of Brenham authorized representative for the **22MPBRENM** project, who shall have the authority to make approvals and disapprovals as required on behalf of the City of Brenham.

City of Brenham, Texas
(Sponsor)

By: _____
Milton Y. Tate, Jr.

Title: Mayor

Date: _____

DESIGNATED REPRESENTATIVE

Mailing Address: P.O. Box 1059
Brenham, Texas 77834-1059

*Physical/Overnight Address: 200 W. Vulcan Street
Brenham, Texas 77833

Telephone Number: 979-337-7212

Fax Number: 979-337-7218

E-mail Address: Khodde@cityofbrenham.org

* ALL GRANT AGREEMENTS ARE SENT BY OVERNIGHT MAIL

**DESIGNATION OF SPONSOR'S
CONSULTANT SELECTION COMMITTEE**

I, Milton Y. Tate, Jr. Mayor, _____
(Name) (Title)

with the City of Brenham designates the following named individuals as the Consultant Selection committee, for **22MPBRENM**. The committee is authorized to determine selection criteria, review qualifications of candidate firms, conduct interviews, if necessary, and select a firm for the award of the design contract, based on a consensus ranking by the committee members. The decision of the selection committee will be final unless some discrepancy is determined to have occurred in the selection process. **THE COMMITTEE CAN BE NO MORE THAN 5 MEMBERS.** Please list 3-5 members for the committee.

Name	Title (if appropriate):
1. <u>Jon Hodde</u>	<u>Airport Advisory Board Chair</u>
Email Address: jon@hoddesurveying.com	
2. <u>Donald Reese</u>	<u>Assistant City Manager General Services /Public Utilities</u>
Email Address: dreese@cityofbrenham.org	
3. <u>Stephanie Doland</u>	<u>Development Services Director</u>
Email Address: sdoland@cityofbrenham.org	
4. <u>Atwood Kenjura</u>	<u>City Councilmember</u>
Email Address: akenjura@cityofbrenham.org	
5. <u>Adonna Saunders</u>	<u>City Councilmember</u>
Email Address: asaunders@cityofbrenham.org	

The City of Brenham has caused this to be duly executed in its name, this 16th day of September 2021.

City of Brenham, Texas
(Sponsor)

By: _____
Milton Y. Tate, Jr.

Title: Mayor



Regular City Council
AGENDA ITEM 11.

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-21-024 in Connection with a Grant Agreement (22BRENM) for an Airfield Lighting Project for the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-September 16, 2021

Department: Airport

Staff Contact: Kim Hodde

Classification: Regular

SUMMARY STATEMENT:

This Resolution is in support of an Airfield Lighting Project which is proposed to include replacement of the Medium Intensity Runway Lighting (MIRL's), replacement of the beacon, wind cone, airfield signage and replacement of the regulator/radio control panel. The REIL and PAPI lights were replaced in 2020 and 2021, respectively. The existing MIRL lighting is direct-buried and is well past its useful life. B-C Company has been out multiple times for repair work and has advised the City that parts are difficult to find to complete repairs. A letter of interest (LOI) was submitted to TxDOT on October 24, 2019, for these lighting upgrades. The estimated design and construction costs are estimated at \$800,000. The City will be responsible for 10% of the total project costs; however, staff was recently notified that the local match for the design costs (\$10,000) will be funded using the American Rescue Plan Act (ARPA) Federal funds so the City will only be responsible for the remaining \$70,000.

TxDOT would like to include this project in their FY 2022 funding. This resolution is the first step in the process to get this project included on the Transportation Commission meeting agenda for October 28, 2021.

This resolution requests that the Mayor or his designee be authorized to sign the necessary documents for the implementation of this Airfield Lighting Project including, but not limited to, the following documents:

1. Designation of Sponsor's Authorized Representative.
2. Designation of Sponsor's Consultant Selection Committee.
3. Certification of Project Funds. This form assures TxDOT that the funds will be available and when, should the Commission approve funding for this project.
4. Airport Participation Agreement with TxDOT (after approval by the Transportation Commission).
5. Copy of our most recent audited financial statement.

Once the Transportation Commission grants approval of the project, a Grant agreement will be sent to the City of Brenham for execution then TxDOT will begin the process.

ATTACHMENTS:

- | |
|---|
| (1) Resolution No. R-21-024
(2) Designation of sponsors authorized representative
(3) Designation of consultant selection committee
(4) Certification of project funds |
|---|

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 Resolution No. R-21-024 in connection with a Grant Agreement (22BRENM) for an Airfield Lighting Project and authorize the Mayor to execute any necessary documentation.

RESOLUTION NO. R-21-024

WHEREAS, the City of Brenham intends to make certain improvements to the Brenham Municipal Airport; and

WHEREAS, the general description of the project is described as: Airfield Lighting Project; and

WHEREAS, the City of Brenham intends to request financial assistance from the Texas Department of Transportation for these improvements; and

WHEREAS, total project costs are estimated to be \$800,000, and the City of Brenham will be responsible for 10% of the total project costs currently estimated to be \$70,000.00 due to \$10,000.00 being covered by ARPA (American Rescue Plan Act) Federal funding; and

WHEREAS, the City of Brenham names the Texas Department of Transportation as its agent for the purposes of applying for, receiving, and disbursing all funds for these improvements and for the administration of contracts necessary for the implementation of these improvements.

NOW, THEREFORE, BE IT RESOLVED, that the City of Brenham hereby directs MILTON Y. TATE, JR., Mayor, to execute on behalf of the City of Brenham, at the appropriate time, and with the appropriate authorizations of this governing body, all contracts and agreements with the Texas Department of Transportation, and such other parties as shall be necessary and appropriate for the implementation of the improvements to the Brenham Municipal Airport.

PASSED AND APPROVED this the 16th day of September 2021.

Milton Y. Tate, Jr., Mayor
City of Brenham, Texas

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

I, Milton Y. Tate, Jr., Mayor,
(Name) (Title)

with the City of Brenham designates Kim Hodde, Planning Tech/Airport Coordinator
(Name) (Title)

as the City of Brenham authorized representative for the **22BRENM** project, who shall have the authority to make approvals and disapprovals as required on behalf of the City of Brenham.

City of Brenham, Texas
(Sponsor)

By: _____
Milton Y. Tate, Jr.

Title: Mayor

Date: _____

DESIGNATED REPRESENTATIVE

Mailing Address: P.O. Box 1059
Brenham, Texas 77834-1059

*Physical/Overnight Address: 200 W. Vulcan Street
Brenham, Texas 77833

Telephone Number: 979-337-7212

Fax Number: 979-337-7218

E-mail Address: Khodde@cityofbrenham.org

* ALL GRANT AGREEMENTS ARE SENT BY OVERNIGHT MAIL

**DESIGNATION OF SPONSOR'S
CONSULTANT SELECTION COMMITTEE**

I, Milton Y. Tate, Jr. Mayor, _____
(Name) (Title)

with the City of Brenham designates the following named individuals as the Consultant Selection committee, for **22MPBRENM**. The committee is authorized to determine selection criteria, review qualifications of candidate firms, conduct interviews, if necessary, and select a firm for the award of the design contract, based on a consensus ranking by the committee members. The decision of the selection committee will be final unless some discrepancy is determined to have occurred in the selection process. **THE COMMITTEE CAN BE NO MORE THAN 5 MEMBERS.** Please list 3-5 members for the committee.

Name	Title (if appropriate):
1. <u>Jon Hodde</u>	<u>Airport Advisory Board Chair</u>
Email Address: jon@hoddesurveying.com	
2. <u>Donald Reese</u>	<u>Assistant City Manager General Services /Public Utilities</u>
Email Address: dreese@cityofbrenham.org	
3. <u>Stephanie Doland</u>	<u>Development Services Director</u>
Email Address: sdoland@cityofbrenham.org	
4. <u>Atwood Kenjura</u>	<u>City Councilmember</u>
Email Address: akenjura@cityofbrenham.org	
5. <u>Adonna Saunders</u>	<u>City Councilmember</u>
Email Address: asaunders@cityofbrenham.org	

The City of Brenham has caused this to be duly executed in its name, this 16th day of September 2021.

City of Brenham, Texas
(Sponsor)

By: _____
Milton Y. Tate, Jr.

Title: Mayor

CERTIFICATION OF PROJECT FUNDS

I, Carolyn D. Miller, Assistant City Manager / Chief Financial Officer,
(Name) (Title)

do certify that sufficient funds to meet the City of Brenham's share of project costs as identified for the project (**22BRENM**) and will be available in accordance with the schedule shown below:

SPONSOR FUNDS

<u>Source</u>	<u>Amount</u>	<u>Date Available</u>
<u>Budgeted Funds</u>	<u>\$70,000.00</u>	<u>Immediately</u>

City of Brenham, Texas
(Sponsor)

By: _____
Carolyn D. Miller

Title: Assistant City Manager / Chief Financial Officer

Date: _____



Regular City Council
AGENDA ITEM 12.

Agenda Item: Approve Resolution No. R-21-025 Authorizing the Acceptance of TxDOT's Selective Traffic Enforcement Program (STEP) Comprehensive Grant for Traffic Enforcement October 1, 2021 through September 30, 2022

Meeting Type: Regular Meeting-September 16, 2021

Department: Police Department

Staff Contact: Chief Parker

Classification: Regular

SUMMARY STATEMENT:

This grant provides funding for officers to work overtime to enforce the speed limits at selected sites within the City limits.

ATTACHMENTS:

- (1) Resolution No. R-21-025
- (2) STEP Grant Summary Page

RELEVANCE TO COMPREHENSIVE PLAN:

Goal GC2 - Continued budget support for public safety services to maintain responsiveness and levels of service as Brenham grows (pg 43).

RECOMMENDED ACTION:

Approve Resolution No. R-21-025 authorizing the acceptance of TxDOT's Selective Traffic Enforcement Program (STEP) Comprehensive Grant for Traffic Enforcement October 1, 2021 through September 30, 2022.

RESOLUTION NO. R-21-025

A RESOLUTION OF THE CITY OF BRENHAM, TEXAS AUTHORIZING THE ACCEPTANCE OF TXDOT'S SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) COMPREHENSIVE GRANT FOR TRAFFIC ENFORCEMENT ACTIVITIES FROM OCTOBER 1, 2021 TO SEPTEMBER 30, 2022 FOR THE POLICE DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTATION.

WHEREAS, the Texas Department of Transportation (TxDOT) works together with local law enforcement agencies to decrease automobile accidents and the resulting fatalities and injuries; and

WHEREAS, Selective Traffic Enforcement Program (STEP) grants are provided by TxDOT to law enforcement agencies to provide enhanced enforcement for multiple offenses; and

WHEREAS, TxDOT is providing \$11,976.64 in funding with a 20.36% match provided by the Brenham Police Department through fringe benefits and administrative salaries for officers participating in the Selective Traffic Enforcement Program (STEP).

NOW THEREFORE BE IT RESOLVED BY THE CITY OF BRENHAM, TEXAS that the Mayor is authorized to execute all documents necessary for the acceptance of the grant funding provided through the STEP program.

PASSED and APPROVED this the 16th day of September, 2021.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department and the, **City of Brenham** hereinafter called the Subgrantee, and becomes effective then fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n) **Local Government/Transit District**.

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2022.

Name of the Federal Agency: **National Highway Traffic Safety Administration**

CFDA Number: **20.600**

CFDA Title: **State and Community Highway Safety Grant Program**

Funding Source: Section **402**

DUNS: **939864294**

FAIN:

18X9204020TX22

69A37522300004020TX0

Project Title: **STEP Comprehensive**

This project is **Not Research and Development**

Grant Period: This Grant becomes effective on **10/01/2021** or on the date of final signature of both parties, whichever is later, and ends on **09/30/2022** unless terminated or otherwise modified.

Total Awarded: **\$15,039.34**

Amount Eligible for Reimbursement by the Department: **\$11,976.64**

Match Amount provided by the Subgrantee: **\$3,062.70**



Regular City Council
AGENDA ITEM 13.

Agenda Item: Discuss and Possibly Act Upon Amendment No. 1 to the Construction Agreement Between the City of Brenham and Techline Construction, Inc. for the Copper Conductor Replacement and Power Line Rehabilitation Project #61C-148C and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-September 16, 2021

Department: Public Utilities

Staff Contact: Alton Sommerfield

Classification: Regular

SUMMARY STATEMENT:

Techline Construction was awarded this project on January 17, 2019, for an amount not to exceed \$1,006,910.95. The project was to replace copper conductor, perform rehabilitation, and replace substandard poles and hardware as designed by McCord Engineering.

In August 2021, upon receiving the latest invoice, staff realized we were going to reach the contract amount prior to completing the project. At that time, City of Brenham staff stopped work to evaluate the project status and determine what would be needed to complete the project.

Some of the factors that increased the cost of the project are: Incorrect unit amount, unknown conflicts with underground utilities, changes requested by City staff, and hourly charges for conflicts in scheduling and over time outages.

Currently, there are two unpaid invoices in the amount of \$102,161.26 for work performed in Section 6 of the project.

Additionally, there is an estimated \$65,000.00 in work required to complete the remaining portion of Section 6 which will complete the entire project. This work includes replacing approximately 1,000 feet of copper conductor and 12 poles. All material for this project has been purchased, so this amount represents labor only.

- Original Project: \$1,006,910.85
- Paid YTD: \$980,098.52
- Outstanding Invoices: \$102,161.26
- Estimate to Complete Work: \$65,000.00
- **Revised Project Cost: \$1,147,259.78**

ATTACHMENTS:

- | |
|--|
| (1) Amendment No. 1
(2) Techline Contract |
|--|

RELEVANCE TO COMPREHENSIVE PLAN:

RECOMMENDED ACTION:

Approve Amendment No. 1 to the Construction Agreement between the City of Brenham and Techline Construction, Inc. for the Copper Conductor Replacement and Power Line Rehabilitation Project #61C-148C to increase the contract amount from \$1,006,910.85 to \$1,147,259.78 and authorize the Mayor to execute any necessary documentation.
--

**AMENDMENT NO. 1 TO THE
CONSTRUCTION AGREEMENT FOR THE COPPER CONDUCTOR REPLACEMENT
AND POWER LINE REHABILITATION PROJECT #61C-148C WITH
TECHLINE CONSTRUCTION, LLC**

THIS AMENDMENT NO. 1 TO THE CONSTRUCTION AGREEMENT FOR THE COPPER CONDUCTOR REPLACEMENT AND POWER LINE REHABILITATION PROJECT #61C-148C WITH TECHLINE CONSTRUCTION, LLC (“Amendment No. 1”) by and between the City of Brenham, Texas, a Texas home-rule municipal corporation, with its principal office at 200 W. Vulcan, Brenham, Texas 77833, hereinafter called “City” and Techline Construction, LLC, a Texas limited liability company, with its principal office at _____, _____, Texas _____, hereinafter called “Contractor,” effective as of this ____ day of _____, 2021 (the “Effective Date”).

WHEREAS, Contractor and the City entered into that certain CONSTRUCTION AGREEMENT FOR THE COPPER CONDUCTOR REPLACEMENT AND POWER LINE REHABILITATION PROJECT #61C-148C dated and effective on July 18, 2019 (the “Agreement”); and

WHEREAS, the Contractor and the City acknowledge and agree that additional work is required to be performed related to the Project; and

WHEREAS, the Contractor and the City desire to increase the amount of compensation to be paid to Contractor for additional work related to the Project; and

NOW, THEREFORE, in consideration of the mutual obligations and undertakings described herein, and other good and valuable consideration set forth in this Amendment No. 1, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Recitals.** The above Recitals provisions are fully incorporated herein by this reference.
2. Section 3.03 of the Agreement is hereby amended to read as follows:

3.03. Contract Amount. Except in the event of a duly authorized change order approved by the City as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the City shall pay the Contractor an amount not to exceed One Million One Hundred Forty-Seven Thousand Two Hundred Fifty-Nine and 78/100 Dollars (\$1,147,259.78).

3. This Amendment No. 1 shall prevail over any provision or term contained in the July 18, 2019 Agreement to the extent said Agreement may be inconsistent with the terms of this Amendment No. 1. Except as expressly amended by this Amendment No. 1, all other terms and conditions of the July 18, 2019 Agreement shall remain in full force and effect.

This Amendment No. 1 is agreed to and accepted by both parties to the Agreement, and shall be effective as of the ____ day of _____, 2021.

CITY OF BRENHAM, TEXAS

TECHLINE CONSTRUCTION, LLC

Milton Y. Tate, Jr.
Mayor

Don Lawyer
President

Attest:

Attest:

Jeana Bellinger, City Secretary, TRMC, CMC

Printed Name:
Title:

Document 00700

STANDARD FORM OF CONSTRUCTION AGREEMENT

This Agreement is entered into by and between the **City of Brenham**, a Texas home-rule municipal corporation (the "City") and Techline Construction LLC, a corporation (the "Contractor"), for the construction and/or installation of Copper Conductor Replacement and Power Line Rehabilitation – Project 61C148C.

1. DEFINITIONS

1.01. Calendar Day. A "calendar day" is any day of the week or month, no days being excepted.

1.02. City. Whenever the word "City" is used, it shall mean and be understood as referring to the City of Brenham, Texas.

1.03. City's Representative. Whenever the words "City's Representative" or "Representative" are used, it shall mean and be understood as referring to the City Manager or his delegate, who shall act as City's agent. The City's Representative may inspect and issue instructions but shall not directly supervise the Contractor.

1.04. Contract Amount. The term "Contract Amount" shall mean the amount of Contractor's lump sum base bid proposal, together with all alternates, as accepted by the City in accordance with the Contractor's Proposal. In the case of a unit price contract, Contract Amount shall mean the sum of the product of all unit prices times the respective estimated final quantities of work, for all base bid and alternates, as accepted by the City.

1.05. Contract Documents. The term "Contract Documents" shall mean those documents listed in Paragraph 2.01.

1.06. Contractor. Whenever the word "Contractor" is used, it shall mean the person(s), partnership, or corporation who has agreed to perform the work embraced in this Agreement and the other Contract Documents.

1.07. Extra Work. The term "Extra Work" shall mean and include work that is **not** covered or contemplated by the Contract Documents but that may be required by City's Representative and approved by the City in writing **prior** to the work being done by the Contractor.

1.08. Final Completion. The term "Final Completion" shall mean that all the work has been completed, all final punch list items have been inspected and satisfactorily completed, all payments to materialmen and subcontractors have been made, all documentation and warranties have been submitted, and all closeout documents have been executed and approved by the City.

1.09. Interpretation of Phrases. Whenever the words "directed", "permitted", "designated", "required", "considered necessary", "prescribed", or words of like import are used, it is understood that the direction, requirement, permission, order, designation, or prescription of City's Representative is intended. Similarly, the words "approved",

"acceptable", "satisfactory", or words of like import shall mean approved by, accepted by, or satisfactory to City's Representative.

1.10. Nonconforming work. The term "nonconforming work" shall mean work or any part thereof that is rejected by City's Representative as not conforming with the Contract Documents.

1.11. Parties. The "parties" are the City and the Contractor.

1.12. Project. The term "Project" shall mean and include all that is required to obtain a final product that is acceptable to the City. The term "work" shall have like meaning.

1.13. Subcontractor. The term "subcontractor" shall mean and include only those hired by and having a direct contact with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due.

1.14. Substantially Completed. The term "Substantially Completed" means that in the opinion of the City's Representative the Project, including all systems and improvements, is in a condition to serve its intended purpose but still may require minor miscellaneous work and adjustment. Final payment of the Agreement Price, including retainage, however, shall be withheld until Final Completion and acceptance of the work by the City. Acceptance by the City shall not impair or waive any warranty obligation of Contractor.

1.15. Work. The term "work" as used in this Agreement shall mean and include all that is required herein to obtain a final product that is acceptable to the City. The term "Project" shall have like meaning. This Project includes the following:

Sections 1 -- 6 per specifications of Project Bid, Payment and Performance Bonds, Insurance, Mobilization/Demobilization (5% Max of Total Bids Less Owner Furnished Materials), Traffic Control, and Contractor provided Lay-Down Yard.

1.16. Working Day. A "working day" means any day not including Saturdays, Sundays, or legal holidays.

2. CONTRACT DOCUMENTS

2.01. The Contract Documents shall be as follows:

- 00410 Bid Form, Sections A - D
- 00430 Bidder's Bond (For filing; Example Form)
- 00453 Bidder's Statement of Residency
- 00455 Affidavit of Ownership or Control
- 00460 Bidder's Statement of Qualifications
- 00495 Post-bid Procedures
- 00500 Form of Business
- 00501 Resolution of Corporation
- 00600 List of Proposed Subcontractors and Suppliers, Part A
- 00601 Drug Policy Compliance Agreement
- 00602 Contractor's Drug Free Workplace Policy (Supplied by Contractor - For filing)
- 00610 Performance Bond (For filing; Example Form)
- 00611 Texas Statutory Payment Bond (For filing; Example Form)

00620 Certificates of Insurance (For filing; Example Form)
00622 Name and Qualifications of Proposed Superintendent (Supplied by Contractor - For filing)
00700 Standard Form of Construction Agreement
00821 Wage Scale for Building Construction
00931 Request for Information (Example only)
Exhibit A – Construction Bid Requirements & Specifications
Exhibit B – Distribution Specification – Construction
Exhibit C – Staking Sheets and Drawings
Exhibit D – Specifications Book Exhibit Drawings
Exhibit E – Right-of-Way Restoration Specification
Exhibit F – Sag and Tension Carts
Exhibit G – Supplemental Work – Equipment Hourly Rates
Exhibit H – Supplemental Work – Overhead Unit Prices

2.02. Where applicable, the Contractor will be furnished three (3) sets of plans, drawings, specifications, and related Contract Documents for its use during construction. Plans and specifications provided for use during construction shall be furnished directly to the Contractor only.

2.03. The Contractor shall distribute copies of the plans and specifications to suppliers and subcontractors as necessary. The Contractor shall keep one (1) copy of the plans and specifications accessible at the work site with the latest revisions noted thereon. For proper execution of the work contemplated by this Agreement, additional sets of drawings, plans and specifications may be purchased by the Contractor.

2.04. All drawings, specifications, and copies thereof furnished by the City shall not be re-used on other work, and with the exception of one (1) copy of the signed Contract Documents, all documents, including sets of the plans and specifications and “as built” drawings, are to be returned to the City on request at the completion of the work. All Contract Documents, models, mockups, or other representations are the property of the City. In the event of inconsistencies within or between parts of the Contract Documents, the Contractor shall (1) provide the better quality or greater quantity of Work, or (2) comply with the more stringent requirement, either or both in accordance with the City’s interpretation. The terms and conditions of this Clause 2.04, however, shall not relieve the Contractor of any of the obligations set forth in Paragraphs 8.01. and 8.02.

3. AWARD OF CONTRACT

3.01. Upon the award of the contract by the City Council, the parties shall execute this Agreement, and the Contractor shall deliver to City's Representative all documents, bonds, and certificates of insurance required herein.

3.02. **Time is of the essence of this Agreement.** Accordingly, the Contractor shall be prepared to perform the work in the most expedient and efficient possible manner in order to complete the work by the times specified in this Agreement for Substantial Completion and Final Completion. In addition, the Contractor's work on the Project shall be commenced on the date to be specified in the notice to proceed. The notice to proceed may be given by oral notification or set by City's Representative at the post-contract award conference. **The notice to proceed may not be given, nor may any work be commenced, until this Agreement is fully executed and complete, including all required exhibits and other attachments, particularly those required under Paragraphs 27 and 28 (Insurance & Bonds).**

3.03. **Contract Amount.** Except in the event of a duly authorized change order approved by the City as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the City shall pay the Contractor an amount not to exceed one million 6 thousand nine hundred ten and eighty-five/**100 Dollars** (\$1,006,910.85).

4. **CITY'S REPRESENTATIVE**

4.01. The Contractor shall forward all communications, written or oral, to the City through the City's Representative.

4.02. The City's Representative may periodically review and inspect the work of the Contractor.

4.03. The City's Representative shall appoint, from time to time, such subordinate supervisors or inspectors as City's Representative may deem proper to inspect the work performed under this Agreement and ensure that said work is performed in accordance with the plans and specifications.

4.04. The Contractor shall regard and obey the directions and instructions of City's Representative, any subordinate supervisors or inspectors appointed by the City provided such directions and instructions are consistent with the obligations of this Agreement.

4.05. Should the Contractor object to any orders by any subordinate supervisor or inspector, the Contractor may, within two (2) days from receipt of such order, make written appeal to City's Representative for his decision.

5. **INDEPENDENT CONTRACTOR**

5.01. In all activities or services performed hereunder, the Contractor is an independent contractor and not an agent or employee of the City. The Contractor, as an independent contractor, shall be responsible for the final product contemplated under this Agreement. Except for materials furnished by the City, the Contractor shall supply all materials, equipment and labor required for the execution of the work on the Project. The Contractor shall have ultimate control over the execution of the work under this Agreement. The Contractor shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees and subcontractors, and the City shall have no control of or supervision over the employees of the Contractor or any of the Contractor's subcontractors except to the limited extent provided for in this Agreement.

5.02. The Contractor shall retain personal control and shall give its personal attention to the faithful prosecution and completion of the work and fulfillment of this Agreement. The subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Contractor from its obligations to the City under this Agreement. The Contractor shall appoint and keep on the Project during the progress of the work a competent Project Manager and any necessary assistants, all satisfactory to City's Representative, to act as the Contractor's representative and to supervise its employees and subcontractors. All directions given to the Project Manager shall be binding as if given to the Contractor. Adequate supervision by competent and reasonable representatives of the Contractor is essential to the proper performance of the work, and lack of such supervision shall be grounds for suspending the operations of the Contractor and is a breach of this Agreement.

5.03. Unless otherwise stipulated, the Contractor shall provide and pay for all labor, materials, tools, equipment, transportation, facilities, and drawings, including engineering, and any other services necessary or reasonably incidental to the performance of the work by the Contractor. It shall be the responsibility of the Contractor to furnish a completed work product that meets the requirements of the City. Any additional work, material, or equipment needed to meet the intent of this specification shall be supplied by the Contractor *without* claim for additional payment, even though not specifically mentioned herein.

5.04. Any injury or damage to the Contractor or the Project caused by an act of God, natural cause, a party or entity not privy to this Agreement, or other force majeure shall be assumed and borne by the Contractor.

6. DISORDERLY EMPLOYEES

The Contractor agrees to employ only orderly and competent employees skillful in the performance of the type of work required, and agrees that whenever City's Representative shall inform the Contractor in writing that any person or persons on the work are, in his opinion, incompetent, unfaithful, or disorderly, such person or person shall be discharged from the work and shall not again be re-employed on the site or the Project without City's Representative's written permission.

7. HOURS OF WORK

The Contractor may work Monday through Friday from 7 a.m. to 6 p.m., exclusive of Saturdays, Sundays, or legal holidays. The Contractor may work overtime, weekends, and holidays only when approved in advance by the City's Representative. The time for Substantial Completion shall not be affected in any way by inclusion of this section or by the City's consent or lack of consent to work outside of the times specified in this Agreement.

8. NATURE OF THE WORK

8.01. It is understood and agreed that the Contractor has, by careful examination, studied and compared the various Drawings and other Contract Documents, satisfied itself as to the nature and location of the work, the conditions of the ground and soil, the nature of any structures, the character, quality, and quantity of the material to be utilized, the character of equipment and facilities needed for and during the prosecution of the work, the time needed to complete the work, Contractor's ability to meet all deadlines and schedules required by this Agreement, the general and local conditions, including but not limited to weather, and all other matters that in any way affect the work under this Agreement. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered, or which reasonably should have been discovered by the Contractor shall be reported promptly to the City as a request for information in such form as the City may require. However, the Contractor shall not perform any act or do any work on the Project that places the safety of persons at risk or potentially damages materials or equipment used in the Project, and the Contractor shall do nothing that would render any test or tests erroneous.

8.02. Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the City, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes,

ordinances, building codes, and rules and regulations, but any nonconformity discovered by or which reasonably should have been discovered or made known to the Contractor shall be reported promptly to the City.

8.03. If the Contractor fails to perform the obligations of Paragraphs 8.01. and 8.02., the Contractor shall pay such costs and damages to the City as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the City for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized or reasonably should have recognized such error, inconsistency, omission or difference and knowingly failed to report it to the City.

9. POST-AGREEMENT AWARD MEETINGS

9.01. Prior to the commencement of the work, the parties shall meet and attend a post-agreement award meeting at the time and place determined by City's Representative. At the post-agreement award meeting, the parties shall meet, discuss, and finalize all schedules, including commencement date, and/or specifications submitted for review. No later than ten (10) days prior to the post-agreement award meeting, the Contractor shall submit to City's Representative the following documents:

- (a) Schedules of work contemplated, including the starting and ending date, as well as an indication of the completion of stages of work hereunder.
- (b) The names and addresses of all proposed subcontractors in writing.
- (c) Schedules of the starting and ending dates of subcontractors and the scope of work contemplated for subcontractors.
- (d) Name, local office, phone number and addresses and, home phone numbers for the Contractor and its Project Superintendent/Manager.
- (e) For construction projects, four (4) copies of all shop and/or setting drawings or schedules for the submission thereof.
- (f) Where applicable, materials procurement schedules and material supplier names, addresses and phone numbers.

9.02. The City's Representative, within five (5) working days after the initial post-agreement award conference or any other meetings, may submit minutes of the meeting to the Contractor. The Contractor shall thereafter have five (5) working days to review the minutes and make its objections, changes, or reductions thereto in writing. The Contractor shall thereafter sign the minutes and promptly return them to City's Representative. Where there is disagreement, City's Representative will make the final determination.

10. PROGRESS OF WORK

10.01. Unless otherwise specifically provided, the Contractor shall prosecute its work at such time and sessions, in such order of precedence, and in such manner as shall be most conducive to the economy of the Project; provided, however, that the order and time of prosecution shall be such that the Project shall be Substantially Completed in accordance with this Agreement, the plans and specifications, and within the time of completion designated in the schedules agreed upon by the parties.

10.02. Further, the parties shall be subject to the following:

- (a) The Contractor shall submit a progress schedule and payment schedule of the work contemplated by this Agreement at the initial post-agreement award meeting and subsequent meetings.
- (b) City's Representative shall be entitled to make objections to the Contractor's schedule submitted herein. The Contractor shall promptly resubmit a revised schedule to City's Representative.
- (c) The Project Superintendent/Manager shall coordinate its activities with City's Representative. If required by the City, the Contractor shall provide a weekly schedule of planned activities, which may be reviewed on a daily basis.
- (d) The Contractor shall submit, at such time as may reasonably be requested by City's Representative, additional schedules that shall list the order in which the Contractor proposes to carry on the work with dates at which the Contractor will start the several parts of the work and the estimated dates of completion of the several parts.
- (e) The Contractor shall attend additional meetings called by City's Representative upon twenty-four (24) hours written notice unless otherwise agreed in writing by the parties.
- (f) When the City is having other work done, either by agreement or by its own force, City's Representative may direct the time and manner of work done under this Agreement so that conflicts will be avoided and the various work being done by and for the City shall be coordinated.
- (g) In the event that it is determined by the City that the progress of the work is not in accordance with the approved progress and payment schedule, the City may so inform the Contractor and require the Contractor to take such action as is necessary to insure completion of the Project within the time specified.

10.03. The process of approving Contractor's schedules and updates to Contractor's schedules shall not constitute a warranty by the City that any non-Contractor milestones or activities will occur as set out in the Contractor's schedules. Approval of a contractor's schedules does not constitute a commitment by the City to furnish any City-furnished information or material any earlier than the City would otherwise be obligated to furnish that information or material under the Contract Documents. Failure of the Work to proceed in the sequence scheduled by Contractor shall not alone serve as the basis for a Claim for additional compensation or time. In the event there is interference with the Work which is beyond its control, Contractor shall attempt to reschedule the Work in a manner that will hold the additional time and costs beyond its control to a minimum. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedules and shall promptly advise the City of any delays or potential delays. In the event any schedule indicates any delays, the Contractor shall propose an affirmative plan to correct the delay. In no event shall any schedule constitute an adjustment in the Contract Time, any Milestone Date or the Contract Sum unless any such adjustment is agreed to by the City and authorized pursuant to Change Order.

10.04. Work Stoppage. If in the judgment of either the City or City's Representative any of the work or materials furnished is not in strict accordance with this Agreement or any portion of the work is being performed so as to create a hazardous condition, they may, in their sole discretion, order the work of the Contractor or any sub contractor wholly or partially stopped until any objectionable person, work, or material is removed from the premises. Such stoppage or suspension shall neither invalidate any of the Contractor's performance obligations under this Agreement, including the time of performance and deadlines therefore, nor will any extra charge be allowed the Contractor by reason of such stoppage or suspension.

11. SITE CONDITIONS AND MANAGEMENT

11.01. Where the Contractor is working around or in existing structures, it shall verify conditions at the site, including but not limited to, door openings and passages. Any items constructed or manufactured off-site or outside of buildings shall be done so that they are not too bulky for existing facilities. The Contractor shall provide special apparatus as required to handle any such items. All special handling equipment charges shall be at the Contractor's expense. Further, Contractor shall include in its price for the Work, all labor, materials, equipment and/or engineering services required to protect the adjacent properties and/or structures from damage due to performance of the Work.

11.02. The Contractor shall be responsible for all power, light, and water required to perform the work.

11.03. Throughout the progress of the work, the Contractor shall keep the working area free from debris of all types, and remove from premises all rubbish, resulting from any work being done by him. At the completion of the work, the Contractor shall leave the premises in a clean and finished condition. Any failure to do so may be remedied and charged back to the Contractor.

11.04. Layout of Work. Except as specifically provided herein, the Contractor shall lay out all work in a manner acceptable to City's Representative in accordance with applicable City of Brenham codes and ordinances. City's Representative will review the Contractor's layout of all structures and any other layout work done by the Contractor at the construction meeting, or at the Contractor's request, but this review does not relieve the Contractor of the responsibility of accurately locating all work in accordance with the plans and specifications.

11.05. Lines and Grades. All lines and grades shall be furnished by the Contractor. Benchmarks and control stakes have been provided by the City's Representative. All benchmarks and control stakes shall be carefully preserved by the Contractor. In case of destruction or removal of the same by the Contractor, its subcontractors, or employees, such stakes, marks, etc. shall be replaced by the Contractor at the Contractor's expense. If the Contractor fails to do so, the City may do so and charge back the Contractor. Additional construction staking as needed for the work, including lines and grades, shall be the sole responsibility of the Contractor, and the Contractor shall receive no extra time or compensation therefor.

11.06. Contractor's Structures. The building or locating of structures for housing men or the erection of tents or other forms of protection will be permitted only at such places as City's Representative shall permit. The Contractor shall not damage the property where such structures are allowed and shall at all times maintain sanitary conditions in and about such structures in a manner satisfactory to the City. The City may charge the Contractor for

any damage or injury to the City, its property, or third persons as a result of the location or use of such structures.

11.07. The Contractor and any entity over whom the Contractor has control shall not erect any sign on the Project site without the prior written consent of the City.

11.08. City may have other work related to the Project performed at the Project site during the time the Work is performed. Contractor should schedule its Work to coordinate with the work of other contractors and utilities with the understanding that some of that work may be performed at times other than as set out in the Contract Documents or as otherwise anticipated. City will endeavor to have such other work performed so as not to unduly interfere with Contractor's performance when Contractor notifies City of specific reasonable needs well in advance of those needs and where it is possible to do so. Although Contractor should anticipate some delays and interference to its sequence of Work because of work by other contractors and utilities, and will not be entitled to either an extension of time or additional compensation because of them, in the event of substantial delay caused by another contractor or a utility, after advance notice of its needs by Contractor, Contractor will be entitled to make a claim for an extension of time as provided herein.

11.09. When two or more contractors, including Contractor, are employed on related or adjacent work or obtain materials from the same material source, or when work must be completed by one contractor before another can begin, each shall conduct his operations in such a manner as not to cause any unnecessary delay or hindrance to the other. Each contractor, including Contractor if applicable, shall be responsible to the other for all damage to work, to persons, or to property caused to the other by his operations, and for loss caused the other due to unreasonable or unjustified delays or failure to finish the work or portions thereof, or furnish materials within the time requested. Should Contractor cause damage to the work or property of any separate contractor at the Project site, or should any claim arising out of Contractor's separate contractor at the Project site, or should any claim arising out of Contractor's performance of the Work at the Project site be made by any separate contractor against Contractor, City or other consultants, or any other person, Contractor shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute. **Contractor shall, to the fullest extent permitted by applicable laws, indemnify and hold City harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of architects, attorneys and other professionals and court costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any separate contractor against City to the extent based on a claim arising out of Contractor's negligence.**

12. MATERIALS

12.01. Materials or work described in words that when so applied have well-known technical or trade meaning shall be held to refer to such recognized standards. All work shall be done and all materials furnished in strict conformity with this Agreement, the other Contract Documents, and recognized industry standards. When specific products, systems or items of equipment are referred to in the Contract Documents, any ancillary devices necessary for connecting the products, systems or items of equipment shall also be provided. When standards, codes, manufacturer's instructions and guarantees are required by the

Contract Documents, the current edition at the time of Contract execution shall apply, unless another edition is specified in the Contract Documents. References to standards, codes, manufacturer's instructions and guarantees shall apply in full, except (1) they do not supersede more stringent standards set out in the Contract Documents, and (2) any exclusions or waivers that are inconsistent with the Contract Documents do not apply.

12.02. All materials shall be approved by the City prior to purchase by the Contractor. Unless otherwise specified herein, the Contractor shall purchase all materials and equipment outright and shall not subject the materials and equipment utilized in the Project to any conditional sales agreement, bailment, lease, or other agreement reserving unto seller any right, title, or interest therein. Title to all materials, but not risk of loss, shall pass to the City upon delivery to the Project.

12.03. Where the City deems it necessary to supply materials, it may furnish to the Contractor the list of materials set forth in the attached "List of City Furnished Materials". Upon receipt of said materials, the Contractor shall immediately furnish to the City a written receipt. Moreover, the Contractor shall, on behalf of the City, accept delivery of the materials set forth in the attached "List of Materials Ordered by the City". Under such circumstances, the Contractor shall promptly forward to the City for payment the supplier's invoice together with the Contractor's receipt in writing for such materials.

(a) Upon acceptance of the materials furnished or ordered by the City, the Contractor warrants that it shall properly handle, transport, store and safeguard the materials.

(b) Further, the Contractor shall repair, repaint or replace any and all materials or any part thereof damaged or stolen while in its possession. Such materials are considered to be in the Contractor's possession from the moment the Contractor either accepts delivery of the materials or signs a receipt accepting delivery of said materials until the Project is accepted by the City's Representative.

(c) Before transporting any of the materials furnished or ordered by the City, the Contractor shall establish to the City's satisfaction that it has obtained insurance against losses, theft, damage, equal to or greater than the amounts spent by the City in securing said materials. It shall be incumbent upon the Contractor to verify the cost of materials.

(d) The City shall not be obligated to furnish materials in excess of the quantities, size, kind, and type set forth in the attached List of City Furnished Materials and List of Materials Ordered by the City. If the City furnishes, and the Contractor accepts, materials in excess thereof, the values of such excess materials shall be their actual cost as stated by the City.

(e) Upon delivery, the Contractor shall promptly receive, unload, transport, and handle all materials and equipment on the List of Materials Ordered by the City at its expense and shall be responsible for all shipping costs.

12.04. **Materials and supplies shall be new and of good quality.** Upon request, the Contractor shall supply proof of quality and manufacturer. No refurbished, reconditioned, or other previously utilized materials or supplies will be used without the prior signed authorization of City's Representative. The Contractor may utilize substitutes of equal quality and function only upon the prior written authorization of the City's Representative. The City's Representative may require documentation as to quality and function, including

manufacturer's specifications, to insure that the proposed substitute is equal to the required material or supply. The City's Representative shall have sole discretion over the use of substitute materials and supplies. Contractor shall bear the risk of any delay in performance caused by submitting substitutions.

12.05. Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction material and equipment stored at the Project site from weather, theft, damage and all other perils is solely the responsibility of the Contractor.

13. ENTRY, OBSERVATION, TESTING & POSSESSION

13.01. The City reserves the right to enter the Project site or sites by such employee(s) or agent(s) as it may elect for the purpose of inspecting the work. The City further reserves the right to enter the Project site or sites for the purpose of performing such collateral work as the City may desire.

13.02. The City's Representative shall have the right, at all reasonable times, to observe and test the work. The Contractor shall make necessary arrangements and provide proper facilities and access for such observation and testing at any location where the work or any part thereof is in preparation or progress. The Contractor shall ascertain the scope of any observation that may be contemplated by City's Representative and shall give ample notice as to the time each part of the work will be ready for observation.

13.03. The City's Representative may require Contractor to remove, dismantle, or uncover completed work. If the work is not in accordance with the plans, specifications, or other Contract Documents, the Contractor shall pay the costs of repair and restoration of the work required to be removed, dismantled, or uncovered. Unless Contractor is obligated to provide advance notice of inspection, prior to covering up the work, and fails to do so, if the work is in accordance with the plans, specifications, and other Contract Documents, the City shall pay the costs of repair and restoration of the work.

13.04. City shall have the right to take possession of and use any completed or partially completed portions of the Project prior to the time for completing the entire Project or such portions which may not have expired. The parties agree and understand that possession and use shall not constitute an acceptance of any work not completed in accordance with this Agreement. Further, insurance changes required to keep Contractor's insurance in effect shall be the responsibility of Contractor.

14. REJECTED WORK

14.01. All work deemed not in conformity with this Agreement as determined by the City in its sole discretion, may be rejected by the City. City's Representative may reject any work found to be defective or not in accordance with the Contract Documents, regardless of the stage of the work's completion or the time or place of discovery of such defects or inconsistencies and regardless of whether City's Representative has previously accepted the work through oversight or otherwise. Neither observations nor inspections, tests, or approvals made by City's Representative, or other persons authorized under this Agreement to make such observations, inspections, tests, or approvals, shall relieve the Contractor from the obligation to perform the work in accordance with the requirements of this Agreement and the other Contract Documents.

14.02. If the work or any part thereof is rejected by the City, it shall be deemed by City's Representative as not in conformity with this Agreement. Any remedial action required, as set forth herein, shall be at the Contractor's expense, as follows:

(a) The Contractor may be required, at the City's option, after notice from City's Representative, to remedy such work so that it shall be in full compliance with this Agreement. All rejected work or materials shall be immediately replaced in order to conform with this Agreement.

(b) If the City deems it inexpedient to correct work damaged or not done in accordance with this Agreement, an equitable deduction from the agreed sum may be made by the City at the City's sole discretion.

15. SUBCONTRACTING & SUBCONTRACTORS

15.01. The Contractor agrees that it will retain personal control and will give its personal attention to the fulfillment of this Agreement. The Contractor further agrees that subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Contractor from its full obligation to the City as provided by this Agreement.

15.02. Subcontractors must be approved by City's Representative prior to hiring or beginning any work on the Project. If City's Representative judges any subcontractor to be failing to perform the work in strict accordance with the drawings and specifications, the Contractor, after due notice, shall discharge the same, but this shall in no way release the Contractor from its obligations and responsibility under this Agreement. Every subcontractor shall be bound by the terms and provisions of this Agreement and the Contract Documents as far as applicable to their work. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

16. PAYMENT

16.01. The City stipulates that it is an exempt organization as defined by the Limited Sales, Excise and Use Tax Act and, as such, is exempt from the payment of the sales tax on materials and supplies used in the performance of this Contract. The Contractor shall issue exemption certificates to its suppliers and Subcontractors in lieu of said sales tax for all such materials and supplies, and said exemption certificates must comply with the State Comptroller's Ruling No. 95-0.07 and shall be subject to the provision of the State Comptroller's Ruling No. 95-0.09, effective October 1, 1969.

16.02. **Progress Payment Applications.** The Contractor shall submit applications for payment as provided for herein. Applications for payment will be processed by City's Representative. Before the first Application for Payment, the Contractor shall submit to the City a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the City may require. This schedule, unless objected to by the City, shall be used as a basis for reviewing the Contractor's Applications for Payment. On or before the 15th day of each month, the Contractor shall submit to City's Representative, for approval or modification, a statement showing as completely as practicable the total value of the actual work performed by the Contractor and accepted by the City up to and including the last day of the *preceding*

month. The statement shall also include the value of all materials not previously submitted for payment which have been delivered to the site but have not yet been incorporated into the work.

16.03. Progress Payments. On or before the **30th** calendar day following the City's receipt of a progress payment application made in conformity with Paragraph 16.02, the City shall pay to the Contractor the approved amount of the progress payment based on the Contractor's applications for payment, and the recommendation and approval of City's Representative. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage of work completed by the Contractor and approved by the City, but in each case less the aggregate of payments previously made, less retainage, and less amounts as City's Representative shall determine and the City may withhold in accordance with this Agreement. Upon Final Completion, including the delivery of all close out documents, such as "as built" drawings, warranties, guarantees, required additional materials, releases, operation and maintenance manuals, and acceptance of the work in accordance with this Agreement, the City shall pay the remainder of the balance due under this Agreement, less any sums withheld under other terms of this Agreement and less the retainage, which shall be retained for a period of thirty (30) calendar days from the date of Final Completion. Acceptance of retainage by Contractor shall constitute a Waiver and Release of all claims by Contractor.

16.04. Retainage. This section has been removed. No retainage will be deducted.

16.05. If the actual amount of work to be done and the materials to be furnished differ from estimates and where the basis for payment is the unit price method, then payment shall be for the actual amount of accepted work done and materials furnished on the Project.

16.06. Reduction in the scope or quantity of work on unit price items shall merely reduce the number of units. In the event that materials have been delivered prior to notice of such reduction, the City will have the option either to pay freight & transportation costs and any re-stocking charges actually incurred by the Contractor or to purchase the materials. The Contractor shall never be entitled to anticipated or lost profits on the deleted or reduced portion of a job, whether bid on a unit price or lump sum basis.

16.07. The Contractor shall have the sole obligation to pay any and all charges or fees and give all notices necessary to and incidental to the lawful prosecution of the work hereunder. The Contractor shall not and shall have no authority whatsoever to obligate the City to make any payments to another party nor make any promises or representation of any nature on behalf of the City, without the specific written approval of the City.

16.08. The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the City may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

16.09. Unless otherwise provided in the Contract Documents:

- (a) allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- (b) Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Amount but not in the allowances;

- (c) whenever costs are more than or less than allowances, the Contract Amount shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Paragraph 16.9(a) and (2) changes in the Contractor's costs under Paragraph 16.9(b).

16.10. **Suspension of Payments.** The City, at any time, may suspend monthly progress payments on the work if it determines that the projected liquidated damages may exceed retainage. The City, at any time, may suspend monthly progress payments if it believes that the Contractor will not complete the work due to actual default or that the Contractor has represented or done some act that indicates that it will not complete the work in accordance with this Agreement or within the time period submitted in its bid. Provided, however, City is in no way obligated to Contractor's surety to withhold payment pursuant to the provisions of this Paragraph.

16.11. **Withhold Funds.** Regardless of any bond, the City may, on account of subsequently discovered evidence and in addition to the retainage withheld under Paragraph 16.04, withhold funds or nullify all or part of any acceptance or certificate to such extent as may be necessary to protect itself from loss on account of any of the following, or as otherwise provided in this Agreement:

- (a) Defective work.
- (b) Claims made or reasonable evidence indicating probable filing of claims by unpaid vendors or other third parties.
- (c) Failure of the Contractor to make prompt payments to subcontractors for labor or material or materialmen.
- (d) Claims made or reasonable evidence indicating claims will be made for damage to another by the Contractor.
- (e) Claims made or reasonable evidence indicating claims will be made for damage to third parties, including adjacent property owners.
- (f) Claims made or reasonable evidence indicating claims will be made for unremedied damage to property owned by the City.
- (g) City's determination of an amount of liquidated damages.
- (h) Charges made for repairs to the Contractor's defective work or repairs made by the City to correct damage to other property.
- (i) Other amounts authorized under this Agreement or under any other agreement made between City and Contractor.

Provided, however, City is in no way obligated to Contractor's surety to withhold payment pursuant to the provisions of this Paragraph.

17. EXTRA WORK CHARGES

17.01. No changes shall be made, nor will bills for changes, alterations, modifications, deviations, and extra orders be recognized or paid for except upon the written order from authorized personnel of the City.

17.02. "Extra Work", as defined in Paragraph 1.07 and authorized through written change orders, and pursuant to Section 252.048(d) of the Texas Local Government Code, the original contract price may not be increased by more than *twenty-five percent (25%)*. Written change orders that do not exceed *twenty-five percent (25%)* of the original contract amount may be made or approved by the City Manager or his delegate if the change order is less than **Fifty Thousand Dollars (\$50,000.00)**. Changes in excess of *Fifty*

Thousand Dollars (\$50,000.00) must be approved by the City Council prior to commencement of the services or work. **Any requests by the Contractor for a change to the Contract Amount shall be made prior to the beginning of the work covered by the proposed change or the right to payment for Extra Work shall be waived.** No course of conduct or dealings between the parties, nor implied acceptance of alterations or additions to the Work or changes to the Contract schedule shall be the basis for any claim for an increase in compensation or change in time. Any cost incurred by Contractor in connection with any Extra Work shall be included in Contractor's requested change order and Contractor's failure to include any such cost shall act to Waive and Release any claim for such non included cost.

17.03. The Contractor shall complete all work as specified or indicated in the Contract Documents. The Contractor shall complete all Extra Work in connection therewith. All work and materials shall be in strict conformity with the specifications. The Substantial Completion of the work shall not excuse the Contractor from performing all the work undertaken, whether of a minor or major nature, and thereby completing the Project in accordance with the Contract Documents. In the event that the Contractor fails to perform the work as required for Substantial Completion or Final Completion, the City may contract with a third party to complete the work and the Contractor shall assume and pay the costs of the performance of the work as contracted.

(a) It is agreed that the Contractor shall perform all Extra Work under the direction of City's Representative when presented with a written work order signed by City.

(b) **No claim for Extra Work of any kind will be allowed unless ordered in writing by the City.** In case any orders or instructions appear to the Contractor to involve Extra Work for which it should receive compensation or an adjustment in the construction time, it shall make written request to City's Representative for a written order from City authorizing such Extra Work.

(c) Should a difference of opinion arise as to what does or does not constitute Extra Work, or as to the payment therefor, and the City insists upon its performance, then the Contractor shall proceed with the work after making written requests for written orders in a change order and shall keep adequate and accurate account of the actual field costs therefor, as provided under Method C.

(d) It is also agreed that the compensation to be paid to the Contractor for performing Extra Work shall be determined by one or more of the following methods:

Method A - By agreed unit prices, or

Method B - By agreed lump sum, or

Method C - If neither Method A nor Method B is agreed upon before the Extra Work is commenced, then the Contractor shall be paid the actual field cost of the work.

(e) **Method A - Unit Prices.** The Contractor agrees to perform Extra Work for the unit prices in the Contractor's Proposal. The Contractor also agrees and warrants that when it is necessary to construct units not shown in the Contract Documents, it shall construct such units for a price arrived at as follows:

(1) The cost of materials shall be determined by the invoices;

(2) The cost of labor shall be the reasonable cost thereof, as determined by the City, but in no event shall it exceed an amount determined by calculating the ratio of the total labor costs to the total costs to the total material costs in the section of the Proposal involved, and multiplying the cost of materials for the unit in question by this ratio. Provided, however, that the ratio shall be calculated for only those units that are similar to the new unit for which a price is to be determined.

(f) **Method B - Lump Sum.** The lump sum shall be reasonably close to the amount for similar work previously done or combinations of similar units. Invoices for materials used shall be provided in support of the agreed lump sum.

(g) **Method C - Actual Field Costs.** The actual field cost is hereby defined to include the cost of all applicable workmen and laborers, as well as materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used for such Extra Work, plus actual transportation charges necessarily incurred, together with other costs reasonably incurred directly on account of such Extra Work, including social security, old age benefits, maintenance bonds, public liability, property damage, worker's compensation, and all other insurance as may be required by law or ordinances or required and agreed to by the City or City's Representative. City's Representative may direct the form in which accounts of the actual field costs shall be kept and records of these accounts shall be made available to City's Representative. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using one hundred percent (100%), unless otherwise specified, of the latest schedule of equipment and ownership expenses adopted by the Associated General Contractors of America. Where practical, the terms and prices for the use of machinery and equipment shall be incorporated in the written Extra Work order. Actual field costs shall not exceed the prevailing market price therefor within reasonable tolerances as determined by City's Representative. The amount due to Contractor for costs other than actual field costs shall be calculated in accordance with the following standards:

- (1) No indirect or consequential damages will be allowed.
- (2) All damages must be directly and specifically shown to be caused by a proven wrong. No recovery shall be based on a comparison by planned expenditures to total actual expenditures or on estimated losses of labor efficiency, or on a comparison of planned manloading to actual manloading, or any other analysis that is used to show damages indirectly.
- (3) Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong.
- (4) The maximum daily limit on any recovery for delay shall be the amount established by the Contractor for job overhead costs, defined in the pay applications, divided by the total number of days specified for completion called for in the original Contract. Absent an overhead amount in the Schedule of Values, the amount estimated by Contractor for job overhead cost shall be used.

18. TIME OF COMPLETION

18.01. The date of beginning, the time for Substantial Completion and Final Completion of work as specified in this Agreement are of the essence of this Agreement.

18.02. The work embraced by this Agreement shall be commenced on the date specified in the notice to proceed. Said notice to proceed may be given orally or set by the City's Representative at the post-award conference.

18.03. The work shall be Substantially Completed within the time bid, which shall run from the date when the notice to proceed is given by City's Representative. The Project shall reach Substantial Completion no later than ten (10) months.

18.04. The work shall reach Final Completion and be ready for final payment within **thirty (30) calendar days** from the date of Substantial Completion.

19. SUBSTANTIAL COMPLETION

19.01. The Contractor shall notify City's Representative when, in the Contractor's opinion, the contract is Substantially Completed. Within ten (10) calendar days after the Contractor has given City's Representative written notice that the work has been Substantially Completed, City's Representative shall inspect the work for the preparation of a final punch list.

(a) If City's Representative and the City find that the work is not Substantially Completed, then they shall so notify the Contractor who shall then complete the work. City's Representative shall not be required to provide a list of unfinished work.

(b) If the City Representative and City find that the work is Substantially Completed, the City shall issue to the Contractor its certificate of Substantial Completion.

19.02. The Substantial Completion of the work shall not excuse the Contractor from performing all of the work undertaken, whether of a minor or major nature, and thereby completing the Project in accordance with the Contract Documents.

20. FINAL COMPLETION

20.01. Contractor shall notify the City's Representative when it believes that the work has reached Final Completion as defined in Paragraph 1.08. If the City's Representative and the City accept and deems such work Finally Complete, then Contractor shall be so notified and certificates of completion and acceptance, as provided herein, shall be issued. A complete itemized statement of this Agreement account, certified by the City's Representative as correct, shall then be prepared and delivered to Contractor. Contractor or City, as the case may be, shall pay the balance due as reflected by said statement within thirty (30) calendar days.

20.02. The Contractor shall procure all required certificates of acceptance or completions issued by state, municipal, or other authorities and submit the same to the City. The City may withhold any payments due under this Agreement until the necessary certificates are procured and delivered.

20.03. Neither the final payment nor any acceptance nor certificate nor any provision of this Agreement shall relieve the Contractor of any responsibility for faulty workmanship or

materials. At the option of the City, the Contractor shall remedy any defects and pay for any damage to other work which may appear after final acceptance of the work.

21. DELAYS

21.01. The Contractor, in undertaking to complete the work within the times herein fixed, has taken into consideration and made allowance for all hindrances and delays incident to such work, whether growing out of delays in securing material or workmen or delays arising from inclement weather or otherwise.

21.02. The City may, in its sole discretion, delay the work during inclement weather in order to preserve the Project, insure safety of work forces, and the preservation of materials and equipment. In such event and upon a written request from the Contractor, the City may grant an extension of time pursuant to Paragraph 22 to offset for such stoppage of the work.

21.03. In the event of delays resulting from changes ordered in the work by the City or other delays caused by the City or for the City's convenience, the Contractor may apply to the City for recovery of incidental damages resulting from increased storage costs or other costs necessary to protect the value of the work. In no event shall any consequential or other damages be allowed or any other charges or claims be made by the Contractor for hindrances or delays resulting from any other cause.

22. EXTENSIONS OF TIME

The Contractor has submitted its proposal in full recognition of the time required for the completion of this Project, taking into consideration all factors including, but not limited to the average climatic range and industrial conditions. The Contractor has considered the liquidated damage provision of this Agreement and understands and agrees that it shall not be entitled to, nor will it request, an extension of time for either Substantial Completion or Final Completion, except when the work has been delayed by one or more of the following:

- (1) an act or neglect of the City, the City's Representative, employees of the City, or other contractors employed by the City;
- (2) by changes ordered in the work, or reductions thereto approved in writing;
- (3) by "rain days" (days with rainfall in excess of one-tenth of an inch) during the term of this Agreement that exceed the average number of rain days for such term for this locality, both as determined by the Texas A&M University weather service; or
- (4) by other causes that the City and the Contractor agree may reasonably justify delay and that were beyond the Contractor's reasonable control and ability to estimate, predict, or avoid, such as delays caused by unforeseen labor disputes, fire, natural disasters, acts of war, and other rare and unpredictable events. This term does **not** include normal delays incident to the delivery of materials, tools, or labor that reasonably could have been predicted and/or accounted for in the Contractor's proposal or decision to bid.

If one or more of the foregoing conditions is present, the Contractor may apply in writing for an extension of time, within thirty (30) days of the occurrence of the event causing the delay, submitting therewith all written justification as may be required by the City's Representative. Within ten (10) calendar days after receipt of a written request for an extension of time, which is supported by all requested documentation, the City shall, in writing and in its sole discretion, grant or deny the request. Under no circumstances shall any extension of time by the City be valid and binding unless it is in writing and in conformity with the other terms of this Agreement.

23. LIQUIDATED DAMAGES

23.01. The time for the Substantial and Final Completion of the work described herein are reasonable times for the completion of each, taking into consideration all conditions, including but not limited to the average climatic conditions and usual industrial conditions prevailing in this locality. The amount of liquidated damages for the Contractor's failure to meet the deadlines for Substantial and/or Final Completion are fixed and agreed on by the Contractor because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages that the City would in such an event sustain. The amounts to be charged are agreed to be damages the City would sustain and shall be retained by the City from current periodic estimates for payment or from final payment.

23.02. As a result of the difficulty in estimation, calculation and ascertainment of City's damages due to a failure of Contractor to achieve timely completion of the Work, if the Contractor should neglect, fail, or refuse to either Substantially Complete or Finally Complete the work within the time herein specified, or any proper extension thereof granted by the City's Representative pursuant to the terms of Paragraph 22 of this Agreement, then the Contractor does hereby agree as part of the consideration for the awarding of this Agreement that the City may permanently withhold from the Contractor's total compensation the sum of **TWO HUNDRED and NO/100 DOLLARS (\$200.00)** for each and every calendar day that the Contractor shall be in default after the time stipulated for Substantial Completion and/or Final Completion, not as a penalty, but as liquidated damages for the breach of this Agreement. It being specifically understood that the assessment of liquidated damages may be made for any failure to meet either or both of the deadlines specified for Substantial Completion and/or Final Completion.

24. CHARGES FOR INJURY OR REPAIR

24.01. The Contractor shall be liable for any damages incurred or repairs made necessary by reason of its work and/or caused by it. Repairs of any kind required by the City will be made and charged to the Contractor by the City.

24.02. The Contractor shall take the necessary precautions to protect any areas adjacent to its work.

24.03. The work specified consists of all work, materials, and labor required by the City to repair any damage to the property of the City, including but not limited to structures, roadways, curbs, parking areas, and sidewalks.

25. WARRANTY

25.01. Upon issuance of a certificate of Final Completion, the Contractor warrants for a period of one (1) year as follows:

The Contractor warrants that all materials provided to the City under this Agreement shall be new unless otherwise approved in advance by City's Representative and that all work will be of good quality, free from faults and defects, and in conformance with this Agreement, the other Contract Documents, and recognized industry standards.

25.02. All work not conforming to these requirements, including but not limited to unapproved substitutions, may be considered defective.

25.03. This warranty is in addition to any rights or warranties expressed or implied by law and in addition to any consumer protection claims arising from misrepresentations by the Contractor.

25.04. Where more than a one (1) year warranty is specified for individual products, work, or materials, the longer warranty shall govern.

25.05. This warranty obligation shall be covered by any performance or payment bonds tendered in compliance with this Agreement.

25.06. **Defective Work Discovered During Warranty Period.** If any of the work is found or determined to be either defective, including obvious defects, or otherwise not in accordance with this Agreement within one (1) year after the date of the issuance of a certificate of Final Completion of the work or a designated portion thereof, whichever is longer, or within one (1) year after acceptance by the City of designated equipment, or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by this Agreement, the Contractor shall promptly correct the defective work at no cost to the City.

25.07. After receipt of written notice from the City to begin corrective work, the Contractor shall promptly begin the corrective work. The obligation to correct any defective work shall survive the termination of this Agreement. The guarantee to correct the defective work shall not constitute the exclusive remedy of City, nor shall other remedies be limited to the terms of either the warranty or the guarantee.

25.08. If within ten (10) calendar days after the City has notified the Contractor of a defect, failure, or abnormality in the work, the Contractor has not started to make the necessary corrections or adjustments, the City is hereby authorized to make the corrections or adjustments, or to order the work to be done by a third party. The cost of the work shall be paid by the Contractor or its surety.

25.09. The cost of all materials, parts, labor, transportation, supervision, special instruments, and supplies required for the replacement or repair of parts and for correction of defects shall be paid by the Contractor or by the surety.

25.10. The guarantee shall be extended to cover all repairs and replacements furnished, and the term of the guarantee for each repair or replacement shall be one (1) year after the installation or completion. The one (1) year warranty shall cover all work, equipment, and materials that are part of this Project, whether or not a warranty is specified in the individual section of the Contract Documents that prescribe that particular aspect of the work.

26. **PAYMENT OF EMPLOYEES, SUBCONTRACTORS & SUPPLIERS**

26.01. **Wage Rates.** Pursuant to Section 2258.023(a) of the Texas Government Code, wage rates paid by the Contractor and any subcontractor on this Project shall be not less than the general prevailing rate of per diem wages for work of a similar character in this locality as specified in the schedule of general prevailing rates of per diem wages attached hereto as Exhibit A.

26.02. **Statutory Penalty.** Pursuant to Section 2258.023(b) of the Texas Government Code, if the Contractor or any subcontractor violates the requirements of Paragraph 26.01, the Contractor or subcontractor as the case may be shall pay the City **Sixty Dollars (\$60.00)** for each worker employed for each calendar day or part of the day that the worker is paid less than the stipulated wage rates.

26.03. The Contractor and each subcontractors shall pay all of their employees engaged in work on the Project in full (less mandatory legal deductions) in cash or by check readily cashable, without discount, no less than once each week.

26.04. No later than the seventh (7th) calendar day following the payment of wages, the Contractor must file with City's Representative a certified, sworn, legible copy of such payroll. This shall contain the name of each employee, their classification, the number of hours worked on each day, rate of pay, and net pay. The affidavit shall state that the copy is a true and correct copy of such payroll and that no rebates or deductions (except as shown) have been made or will be made in the future from the wages therein shown.

26.05. **Payment of Subcontractors.** The Contractor shall be solely and exclusively responsible for compensating any of the Contractor's employees, subcontractors, materialmen and/or suppliers of any type or nature whatsoever and for insuring that no claims or liens of any type arising out of or incidental to the performance of any services performed pursuant to this Agreement are filed against any property owned by the City. In the event a statutory lien notice is sent to the City, the Contractor shall, where no payment bond covers the work, upon written notice from the City, immediately obtain a bond at its expense and hold the City harmless from any losses that may result from the filing or enforcement of any said lien notice. In the event that the Contractor defaults in the provision of the bond, the City may withhold such funds as are necessary to assure the payment of such claim until litigation determines to whom payment shall be made.

26.06. **Affidavit of Bills Paid.** Prior to Final Acceptance of the Project, the Contractor shall provide a notarized affidavit stating that all bills for labor, materials, and incidentals incurred have been paid in full, that any claims from manufacturers, materialmen, and subcontractors have been released, and that there are no claims pending of which the Contractor has been notified.

27. INSURANCE

27.01. The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The policies, coverages, limits and endorsements required are as set forth on Division 00620.

28. BOND PROVISIONS

28.01. Pursuant to Section 2253.021 of the Texas Government Code, for all public works contracts with governmental entities, a payment bond is required if the Contract Amount exceeds \$50,000, and a performance bond is required if the Contract Amount exceeds \$100,000. Below those amounts, the City *may* require payment and/or performance bonds. In the event a performance or payment bond or both is required either by law or in the City's discretion, such bonds shall be executed in accordance with all requirements of Article 7.19-1 of the Texas Insurance Code, all other applicable law, and the following:

- (a) The Contractor shall execute performance and payment bonds for the full Contract Amount.
- (b) The bond surety shall be authorized under the laws of the State of Texas to provide a performance and payment bond and shall have attached proof of authorization of the surety to act in the performance and payment of bonds.
- (c) The Contractor shall provide original, sealed, and complete counterparts of the executed bonds in the forms required by the Contract Documents, which are attached as Exhibit C, together with valid original powers of attorney, **at the time of execution of this Agreement and prior** to the commencement of work. Copies of the executed bonds shall be attached hereto as **Exhibit C**.
- (d) The performance and payment bonds shall remain in effect for a period of one (1) year after Final Completion of the work and shall be extended for any warranty work to cover the warranty period.
- (e) If at any time during the execution of this Agreement in the required period thereafter, the bond or bonds become invalid or ineffective for any reason, the Contractor shall promptly supply within ten (10) days such other bond or bonds, which bond or bonds shall assure performance or payment as required.

28.02. The Contractor may make such changes and alterations as the City may require in the work or any part thereof without affecting the validity of this Agreement and any accompanying bond. If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for any claim for damages or anticipated profits. If the City makes changes or alterations that render useless any work already done or material already used in said work, then the City shall compensate the Contractor for any material or labor so used, and for any actual loss occasioned by such change due to actual expenses incurred in preparation for the work as originally planned, in accordance with the provisions of Article 17.

29. SURETY

29.01. If the Contractor has abandoned the Project or the City has terminated the contract for cause and the Contractor's Surety, after notice demanding completion is sent, fails to commence the completion of the work in compliance with this Agreement, then the City at its option may provide for completion of the work in either of the following manners:

29.01.01. The City may employ such force of men and use of instruments, machinery, equipment, tools, materials, and supplies as said the City may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials, and supplies to said the Contractor, and the expense so charged shall be deducted and paid by the City out of such monies as may be due or that may thereafter at any time become due to the Contractor and Surety.

29.01.02. The City may, after notice published as required by law, accept sealed bids and let this Agreement for the completion of the work under substantially the same terms and conditions that are provided in this Agreement. In case of any increase in cost to the City under the new agreement as compared to what would have been the cost under this Agreement, such increase together with all of the City's damages due to Contractor's abandonment and/or default, including liquidated damages, as provided pursuant to Paragraph 38, entitled "TERMINATION FOR CAUSE" shall be charged to the Contractor

and the surety shall be and remain bound therefor. However, should the cost to complete such new agreement prove to be less than that which would have been the cost to complete the work under this Agreement, the Contractor shall be credited therewith after all deductions are made in accordance with this Agreement.

29.02. Should the cost to complete the work exceed the Contract Amount and the Contractor fails to pay the amount due to the City within the time designated and there remains any machinery, equipment, tools, materials, or supplies on the site of the work, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the Contractor at its respective address designated in this Agreement; provided, however, that actual written notice given in any manner shall satisfy this condition. After mailing, or otherwise giving such notice, such property shall be held at the risk of the Contractor subject only to the duty of City's Representative to exercise ordinary care to protect such property. After fifteen (15) calendar days from the date of said notice, City's Representative may sell such machinery, equipment, tools, materials, or supplies and apply the net sum derived from such sale to the credit of the Contractor. Such sale may be made at either public or private sale, with or without notice, as City's Representative may elect. City's Representative shall release any machinery, equipment, tools, materials, or supplies which remain on the job site and belong to persons other than the Contractor to their proper owners.

29.03. In the event the account shows that the cost to complete the work is less than that which would have been the cost to City had the work been completed by the Contractor under the terms of this Agreement, or when the Contractor shall pay the balance shown to be due by them to the City, then all machinery, equipment, tools, materials, or supplies left on the site of the work shall be turned over to the Contractor.

30. COMPLIANCE WITH LAW

30.01. The Contractor's work and materials shall comply with all state and federal laws, municipal ordinances, regulations, codes, and directions of inspectors appointed by proper authorities having jurisdiction.

30.02. The Contractor shall perform and require all subcontractors to perform the work in accordance with applicable laws, codes, ordinances, and regulations of the State of Texas and the United States and in compliance with OSHA and other laws as they apply to its employees. In the event any of the conditions of the specifications violate the code for any industry, then such code conditions shall prevail.

30.03. The Contractor shall follow all applicable state and federal laws, municipal ordinances, and guidelines concerning soil erosion and sediment control throughout the Project and warranty term.

31. SAFETY PRECAUTIONS

31.01. All safety measures, policies and precautions at the site are a part of the construction techniques and processes for which the Contractor shall be solely responsible. The Contractor is solely responsible for handling and use of hazardous materials or waste, and informing employees of any such hazardous materials or waste. The Contractor shall provide copies of all hazardous materials and waste data sheets to the Brenham Fire Department marked "Attn.: Assistant Chief".

31.02. The Contractor has the sole obligation to protect or warn any individual of potential hazards created by the performance of the work set forth herein. The Contractor shall, at its own expense, take such precautionary measures for the protection of persons, property, and the work as may be necessary.

31.03. The Contractor shall be held responsible for all damages to property, personal injuries and/or death due to failure of safety devices of any type or nature that may be required to protect or warn any individual of potential hazards created by the performance of the work set forth herein; and when any property damage is incurred, the damaged portion shall immediately be replaced or compensated for by the Contractor at its own cost and expense.

31.04. Contractor agrees that it shall not transport to, use, generate, dispose of, or install at the Project site any Hazardous Substance (as defined in Paragraph 31.07, except in accordance with applicable Environmental Laws. Further, in performing the Work, Contractor shall not cause any release of Hazardous Substances into, or contamination of, the environment, including the soil, the atmosphere, any water course or ground water, except in accordance with applicable Environmental Laws (as hereafter defined at Paragraph 31.07). **In the event Contractor engages in any of the activities prohibited in this Paragraph 31.04 to the fullest extent permitted by law, Contractor hereby indemnifies and holds City and all of its respective officials, agents and employees harmless from and against any and all claims, damages, losses, causes of action, suits and liabilities of every kind, including, but not limited to, expenses of litigation, court costs, punitive damages and attorneys' fees, arising out of, incidental to or resulting from the activities prohibited in this Paragraph 31.04.**

31.05. In the event Contractor encounters on the Project site any Hazardous Substance, or what Contractor may reasonably believe to be a Hazardous Substance, and which is being introduced to the Work, or exists on the Project site, in a manner violative of any applicable Environmental Laws, Contractor shall immediately stop work in the area affected and report the condition to City in writing. The Work in the affected area shall not thereafter be resumed except by written authorization of City if in fact a Hazardous Substance has been encountered and has not been rendered harmless. In the event Contractor fails to stop the Work upon encountering a Hazardous Substance at the Project site, **to the fullest extent permitted by law, Contractor hereby indemnifies and holds City and all of its officials, agents and employees harmless from and against any and all claims, damages, losses, causes of action, suits and liabilities of every kind, including, but not limited to, expenses of litigation, court costs, punitive damages and attorneys' fees, arising out of, incidental to or resulting from Contractor's failure to stop the Work.**

31.06. City and Contractor may enter into a separate agreement and/or Change Order for Contractor to remediate and/or render harmless the Hazardous Substance, but Contractor shall not be required to remediate and/or render harmless the Hazardous Substance absent such agreement. Contractor shall not be required to resume work in any area affected by the Hazardous Substance until such time as the Hazardous Substance has been remediated and/or rendered harmless.

31.07. For purposes of this Agreement, the term "Hazardous Substance" shall mean and include any element, constituent, chemical, substance, compound, or mixture, which are defined as a hazardous substance by any local, state or federal law, rule, ordinance, by-law, or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, The Comprehensive Environmental Response, Compensation

and Liability Act of 1980 ("CERCLA"), The Resource Conservation and Recovery Act ("RCRA"), The Toxic Substances Control Act ("TSCA"), The Clean Water Act ("CWA"), The Clean Air Act ("CAA"), and the Marine Protection Research and Sanctuaries Act ("MPRSA"), The Occupational Safety and Health Act ("OSHA"), The Superfund Amendments and Reauthorization Act of 1986 ("SARA"), or other state superlien or environmental clean-up or disclosure statutes including all state and local counterparts of such laws (all such laws, rules and regulations being referred to collectively as "Environmental Laws"). It is the Contractor's responsibility to comply with this Paragraph 31.07 based on the law in effect at the time its services are rendered and to comply with any amendments to those laws for all services rendered after the effective date of any such amendments.

32. TRENCH SAFETY

The Contractor must comply with Texas law regarding trench excavation exceeding five feet in depth and in accordance with the following items:

32.01 The Contractor must comply with the requirements of Tex. Health & Safety Code Ann. §756.022-023 (Vernon 1992), as amended, and the requirements of 29 C.F.R., Sections 1926.650 through 1926.653 inclusive, "Excavation, Trenching and Shoring," of the Occupational Safety and Health Administration Standards, as amended.

32.02 The Contractor must include a separate pay item for trench safety complying with trench safety requirements, stating a unit price per linear foot of trench safety systems, as measured along the centerline of trench including manholes and other line structures.

32.03 Before beginning work on this project, the Contractor must submit to the City a complete trench safety program that complies with state and federal regulations. It is the sole duty, responsibility and prerogative of the Contractor, not the City, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project.

32.04 The Contractor must provide the City the name of the "competent person" required by OSHA standards to perform the trench safety inspections. The Contractor must make daily inspections to ensure that the systems comply with all applicable laws and regulations, and must maintain a permanent record of daily inspections available for examination by the City or other government authority.

32.05 If evidence of possible cave-ins or slides is apparent, the Contractor must cease all work in the trench and surrounding area until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench.

33. INDEMNITY

33.01. CONTRACTOR SHALL PROTECT, DEFEND, HOLD HARMLESS AND INDEMNIFY THE CITY FROM ANY AND ALL CLAIMS, DEMANDS, EXPENSES, LIABILITY OR CAUSES OF ACTION FOR INJURY TO ANY PERSON, INCLUDING DEATH, AND FOR DAMAGE TO ANY PROPERTY, TANGIBLE OR INTANGIBLE, OR FOR ANY BREACH OF CONTRACT ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THE WORK DONE BY ANY PERSON UNDER THIS CONTRACT. IT IS THE INTENT OF THE PARTIES THAT THIS PROVISION SHALL EXTEND TO, AND INCLUDE, ANY AND ALL CLAIMS, CAUSES OF ACTION OR LIABILITY

CAUSED BY THE CONCURRENT, JOINT AND/OR CONTRIBUTORY NEGLIGENCE OF THE CITY, AN ALLEGED BREACH OF AN EXPRESS OR IMPLIED WARRANTY BY THE CITY OR WHICH ARISES OUT OF ANY THEORY OF STRICT OR PRODUCTS LIABILITY.

33.02. The indemnifications contained in paragraphs 33.01 shall include but not be limited to the following specific instances:

- (a) In the event the City is damaged due to the act, omission, mistake, fault or default of the Contractor, then the Contractor shall indemnify and hold harmless and defend the City for such damage.
- (b) The Contractor shall indemnify and hold harmless and defend the City from any claims for payment for goods or services brought by any material suppliers, mechanics, laborers, or other subcontractors.
- (c) The Contractor shall indemnify and hold harmless and defend the City from any and all injuries to or claims of adjacent property owners caused by the Contractor, its agents, employees, and representatives.
- (d) The Contractor shall be responsible for any damage to the floor, walls, etc., caused by the Contractor's personnel or equipment during installation.
- (e) The Contractor shall also be responsible for the removal of all related debris.
- (f) The Contractor shall also be responsible for subcontractors hired by it.
- (g) The Contractor shall indemnify, hold harmless, and defend the City from any liability caused by the Contractor's failure to comply with applicable federal, state, or local regulations, that touch upon or concern the maintenance of a safe and protected working environment and the safe use and operation of machinery and equipment in that working environment, no matter where fault or responsibility lies.

33.03. The indemnification obligations of the Contractor under this section shall not extend to include the liability of any professional engineer, the architect, their consultants, and agents or employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the professional engineer, the architect, their consultants, and agents and employees of any of them, provided such giving or failure to give is the primary cause of the injury or damage.

33.04. It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under Paragraph 33.01, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect.

34. RELEASE

The Contractor assumes full responsibility for the work to be performed hereunder, and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether employees of either party or other third parties) and any loss of or damage to any property (whether property of either of the parties hereto, their employees, or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance, and in the event of injury, death, property damage, or loss suffered by the Contractor, any subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish work on the Project, this release shall apply regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City.

35. PERMITS AND LICENSES

The Contractor shall secure and pay for all necessary permits and licenses, governmental fees, and inspections necessary for the proper execution and completion of the work. During this Agreement term and/or period during which the Contractor is working, it shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.

36. ROYALTIES AND LICENSING FEES

The Contractor shall pay all royalties and licensing fees. The Contractor shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of patents, materials and methods used in the Project. It shall defend all suits or claims for infringement of any patent rights. Further, if the Contractor has reason to believe that the design, service, process, or product specified is an infringement of a patent, it shall promptly give such information to City's Representative.

37. BREACH OF CONTRACT & DAMAGES

37.01. The City shall have the right to declare the Contractor in breach of this Agreement for cause when the City determines that this Agreement is not being performed according to its understanding of the intent and meaning of this Agreement. Such breach shall not in any way invalidate, abrogate, or terminate the Contractor's obligations under this Agreement.

37.02. Without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law, the City upon giving the Contractor five (5) calendar days prior written notice shall be entitled to damages for breach of contract, upon but not limited to the following occurrences:

- (a) If the Contractor shall fail to remedy any default after written notice thereof from City's Representative, as City's Representative shall direct; or
- (b) If the Contractor shall fail for any reason other than the failure by City's Representative to make payments called upon when due; or

(c) If the Contractor commits a substantial default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

38. TERMINATION FOR CAUSE

Without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law, the City upon giving the Contractor five (5) calendar days prior written notice shall be entitled to terminate this Agreement in its entirety at any time for any of the following:

38.01. If the Contractor becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors and, after notice, fails to provide adequate assurance that it can remedy all of its defaults; or

38.02. If a receiver, trustee, or liquidator of any of the property or income of the Contractor shall be appointed; or

38.03. If the Contractor shall fail to prosecute the work or any part thereof with diligence necessary to insure its progress and completion as prescribed by the time schedules; or

38.04. If the Contractor shall fail to remedy any default within ten (10) calendar days after written notice thereof from City's Representative, as City's Representative shall direct; or

38.05. If the Contractor shall fail for any reason other than the failure by City's Representative to make payments called upon when due; or

38.06. If the Contractor abandons the Work.

38.07. If the Contractor commits a substantial default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

39. TERMINATION FOR CONVENIENCE

39.01. The performance of the work may be terminated at any time in whole or, from time to time, in part, by the City for its convenience. Any such termination shall be effected by delivery to the Contractor of a written notice (notice of termination) specifying the extent to which performance of the work is terminated, and the date upon which termination becomes effective.

39.02. In the event of termination for convenience, the Contractor shall only be paid the reasonable value of the Work performed prior to the effective date of the termination notice and shall be further subject to any claim the City may have against the Contractor under other provisions of this Agreement or as a matter of law. In the event of termination for convenience, Contractor Waives and Releases any claim for lost profit, other than profit on Work performed prior to the effective date of such termination.

40. RIGHT TO COMPLETE

If this Agreement is terminated for cause, the City shall have the right but shall not be obligated to complete the work itself or by others; and to this end, the City shall be entitled to take possession of and use such equipment, without rental obligation therefor, and materials as may be on the job site, and to exercise all rights, options, and privileges of the

Contractor under its subcontracts, purchase orders, or otherwise; and the Contractor shall promptly assign such rights, options, and privileges to City. If the City elects to complete the work itself or by others, pursuant to the foregoing, then the Contractor and/or Contractor's surety will reimburse City for all costs incurred by the City (including, without limitation, applicable, general, administrative expenses, field overhead, the cost of necessary equipment, materials, field labor, additional fees paid to architects, engineers, attorneys or others to assist the City in connection with the termination and liquidated damages) in completing and/or correcting work by the Contractor that fails to meet any requirement of this Agreement or the other Contract Documents.

41. CLOSE OUT

41.01. After receipt of a notice of termination, whether for cause or convenience, unless otherwise directed by City's Representative, the Contractor shall, in good faith and to the best of its ability, do all things necessary in the light of such notice to assure the efficient and proper closeout of the terminated work (including the protection of City's property). Among other things, the Contractor shall, except as otherwise directed or approved by City's Representative, do the following:

- (a) Stop the work on the date and to the extent specified in the notice of termination;
- (b) Place no further orders or subcontracts for services, equipment, or materials, except as may be necessary for completion of such portion of the work as is not terminated;
- (c) Terminate all orders and subcontracts to the extent that they relate to the performance of the work terminated by the notice of termination;
- (d) Assign to City's Representative, in the manner and to the extent directed by it, all of the right, title, and interest of the Contractor under the orders or subcontracts so terminated; in which case, City's Representative shall have the right to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- (e) With the approval of City's Representative, settle all outstanding liabilities and all claims arising out of such termination, orders, and subcontracts;
- (f) Deliver to City's Representative, when directed by City's Representative, all documents and all property, which if the work had been completed, Contractor would have been required to account for or deliver to City's Representative, and transfer title to such property to City's Representative to the extent not already transferred; and/or

42. TERMINATION CONVERSION

Upon determination of Court of competent jurisdiction that termination of the Contractor pursuant to Paragraph 38 was wrongful and/or otherwise improper, such termination will be deemed converted to a termination for convenience pursuant to Paragraph 39 and Contractor's remedy for such termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Paragraph 39.

43. HIRING

During the term of this Agreement and for a period of one (1) year thereafter, the Contractor agrees not to solicit for hire any employee or employees of the City that were associated with work specified under this Agreement. In the event that this provision is breached by the Contractor, the Contractor agrees to pay the City damages in the amount equal to twelve (12) months of the employee's total compensation plus any legal expenses associated with enforcement of this provision.

44. ASSIGNMENT

This Agreement and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of the City.

45. EFFECTIVE DATE

The effective date of this contract shall be the date of award of the contract.

46. OTHER TERMS

46.01. Invalidity. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

46.02. Written Notice. Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to any officer of the corporation for whom it is intended or if it is delivered or sent certified mail to the last business address as listed herein. Each party will have the right to change its business address by at least thirty (30) calendar days written notice to the other parties in writing of such change.

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

46.04. Amendment. No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

46.05. Mediation. After receipt of a Notice of Claim, the Owner may elect to refer the matter to the Architect, Owner's Representative or another party for review. Contractor will attend meetings called to review and discuss the Claims and mitigation of the problem, and shall furnish any reasonable factual backup for the Claim requested. The Owner may also elect to defer consideration of the Claim until the Work is completed, in which case the same review options shall be available to the Owner at the completion of the Work. At any stage, the Owner, at its sole discretion, is entitled to refer a Claim to mediation under the Construction Industry Mediation Rules of the American Arbitration Association, and, if this

referral is made, Contractor will take part in the mediation process. The filing, mediation or rejection of a Claim does not entitle Contractor to stop performance of the Work. The Contractor shall proceed diligently with performance of the Contract during the pendency of any claim, excepting termination or under Owner's direction to stop the Work. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. The parties shall share the Mediator's fee and any filing fees equally and the Mediation shall be held in Brenham, Texas.

46.06. Arbitration. In the event of a dispute and upon the mutual written consent of both parties, the parties may agree to arbitration without waiving any of their other rights hereunder.

46.07. Choice of Law and Place of Performance. This Agreement has been made under and shall be governed by the laws of the State of Texas. Performance and all matters related thereto shall be in Washington County, Texas, United States of America.

46.08. Authority to do business. The Contractor represents that it has a certificate of authority, authorizing it to do business in the State of Texas, a registered agent and registered office during the duration of this contract.

46.09 Authority to Contract. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective corporations.

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

46.11. Headings, Gender, Number. The article headings are used in this Agreement for convenience and reference purposes only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement and shall have no meaning or effect upon its interpretation. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

46.12. Agreement Read. The parties acknowledge that they have had opportunity to consult with counsel of their choice, have read, understand and intend to be bound by the terms and conditions of this Agreement.

46.13. Multiple Originals. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

46.14. Notice of Indemnification. City and Contractor hereby acknowledge and agree that this Agreement contains certain indemnification obligations and covenants.

[INSERT NAME OF CONTRACTOR]

By: Teeline Construction LLC
Don Lawyer

Printed Name: DON LAWYER

Title: President

Date: Feb 22 2019

CITY OF BRENHAM

By: Milton Y. Tate, Jr.

~~City Manager~~ Mayor

Date: 7-18-19

APPROVED:

Carol Borey
City Attorney
Date: 7/18/2019

Carol Miller
Assistant City Manager/CFO
Date: 7-18-19

STATE OF TEXAS)
COUNTY OF WASHINGTON)

ACKNOWLEDGMENT

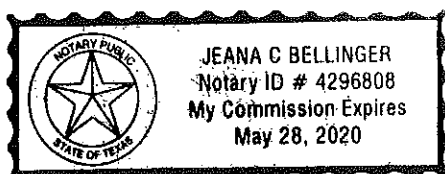
This instrument was acknowledged before me on the _____ day of _____, 200____
by _____ in his/her capacity as _____ of
_____, a corporation, on behalf of said corporation.

Notary Public in and for
the State of Texas

STATE OF TEXAS)
COUNTY OF)

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 18 day of July,
20019, by Milton Y. Tate, Jr., in the capacity as Mayor of the City of
Brenham, a Texas home-rule municipality, on behalf of said municipality.



Jeana C. Bellinger
Notary Public in and for
the State of Texas



Regular City Council
AGENDA ITEM 14.

Agenda Item: Discuss and Possibly Act Upon the Revision of an Interlocal Agreement Between the City of Brenham and Washington County for the Provision of Subdivision Regulations by the City of Brenham within the Extraterritorial Jurisdiction (ETJ) of the Municipality

Meeting Type: Regular Meeting-September 16, 2021

Department: Administration

Staff Contact: James Fisher

Classification: Regular

SUMMARY STATEMENT:

The City currently has an Interlocal Agreement with Washington County providing for Subdivision Regulation in the Extraterritorial Jurisdiction of the City of Brenham. This Agreement was adopted in 2002. Based on CH. 242, Texas Local Government Code, the City and County are required to have an agreement regarding the regulation of platting/subdivisions in the City's ETJ. Brenham can agree: 1) the City will regulate platting/subdivisions in the ETJ; 2) the County will regulate platting/subdivisions in the ETJ; 3) the City and County will each exclusively regulate platting/subdivisions in portions or the ETJ allocated to each party; or 4) the City and County can agree to a set of consolidated/hybrid subdivision regulations as long as a developer can go to one entity to submit plat applications, pay fees, receive approval/disapproval, etc.

Since the City is limited on its ability to annex property, we should consider amending this Agreement so that the County will regulate platting/subdivisions in the ETJ. The one item that should be considered is if the project developer in the ETJ wants utility services from the City of Brenham. Traditionally, the City requires the project developer to request annexation in order for the City to provide services. If this is the case, the City would want the project to comply with our regulations.

ATTACHMENTS:

(1) ILA with Washington County

RELEVANCE TO COMPREHENSIVE PLAN:

RECOMMENDED ACTION:

Approve the revision of the Interlocal Agreement (ILA) between the City of Brenham and Washington County for the provision of subdivision regulations by the City of Brenham within the Extraterritorial Jurisdiction (ETJ).

**AGREEMENT PROVIDING FOR SUBDIVISION
REGULATION BY THE MUNICIPALITY WITHIN THE
EXTRATERRITORIAL JURISDICTION OF THE MUNICIPALITY.**

This Agreement is made by and between City of Brenham,
A municipality located within Washington County, Texas (hereinafter "the
City") and Washington County, Texas, a political subdivision of the
State of Texas (hereinafter "the County"), as required by Section 242.001 of
the Texas Local Government Code.

1. RECITALS

WHEREAS, the regulation of subdivisions of property is a
governmental function as set forth in Chapters 212 and 232 of the
Texas Local Government Code; and

WHEREAS, pursuant to Chapter 212 of the Texas Local Government
Code, the City has statutory authority to adopt rules governing plats
and subdivisions of land both within the limits and in the
extraterritorial jurisdiction of the municipality; and

WHEREAS, pursuant to Chapter 232 of the Texas Local Government
Code, the County has statutory authority to adopt rules governing
plats and subdivisions of land in the areas of the county lying outside
the limits of a municipality, including the area within the
extraterritorial jurisdiction of a municipality; and

WHEREAS, Chapter 242 of the Texas Local Government Code
prohibits requiring a person who intends to subdivide land within the
extraterritorial jurisdiction of a municipality to submit plats to and
obtain related permits from both the municipality and the county; and

WHEREAS, Chapter 242 of the Texas Local Government Code
further requires certain counties and municipalities to execute a
written agreement that identifies the governmental entity authorized to
regulate subdivision plats and approve related permits in the
extraterritorial jurisdiction;

The parties to this Agreement hereby agree as follows:

2. AGREEMENT

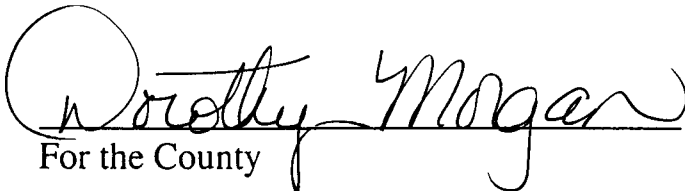
- 2.1 The County and the City agree that the City is hereby authorized to exercise exclusive jurisdiction to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction of the City.
- 2.2 In consideration of this agreement, the City agrees that it will provide the County with a copy of all current rules and regulations applicable to subdivision of property within the City's extraterritorial jurisdiction, and further agrees that, if it amends any rule or regulation pertaining to subdivision of property within its extraterritorial jurisdiction, it will provide a copy of the amended rule or regulation to the County.
- 2.3 In further consideration of this agreement, the City agrees that, if it receives any application or request for variance or exception to a rule or regulation applicable to subdivision of property within its extraterritorial jurisdiction, it will give notice of the application or request to the County and provide the County an opportunity to comment on the application or request before consideration of the application or request.
- 2.4 As required by Section 242.001(c) of the Local Government Code, the City agrees to notify the County of any expansion or reduction in the City's extraterritorial jurisdiction;
- 2.5 The City specifically agrees that, because it desires to have the authority to regulate subdivisions within the ETJ of the City, the authority to do so is adequate consideration for the performance of its obligations under this agreement.
- 2.6 The County agrees that, because it does not desire the responsibility of regulating subdivision development within the ETJ, being relieved of this responsibility is adequate consideration for its relinquishing of any statutory right to do so.
- 2.7 This agreement does not extend the liability of the parties. Neither the City nor the County waives any immunity or defenses available to it against claims made by third parties.

3. TERM OF AGREEMENT

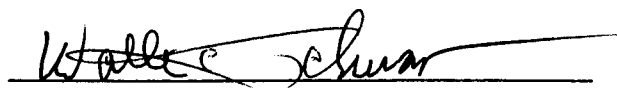
The term of this agreement is for one year from the date of execution, after which the agreement will renew automatically for another term unless terminated. Either party to this agreement may terminate the agreement at the end of any term without cause by notifying the other party not later than 45 days prior to the end of the term. However, both parties understand and agree that the right to terminate this agreement does not avoid the statutory duty of the County and City to have a written agreement providing for subdivision regulation within the City's extraterritorial jurisdiction.

IN WITNESS WHEREOF, the governing bodies of both the County and the City have approved and adopted this Agreement and have caused this Agreement to be executed. It shall become effective upon the date that both parties have signed this Agreement.

AGREED to and ADOPTED by the Commissioners Court of
Washington County, Texas on the 26th day of
March, 2002.


For the County

AGREED to and ADOPTED by governing body of Brenham
on the 4 day of April, 2002:


For the City



Regular City Council
AGENDA ITEM 16.

Agenda Item: Section 551.074 - Texas Government Code - Personnel Matters - City Manager's Employment Agreement and Related Issues

Meeting Type: Regular Meeting-September 16, 2021

Department: Administration

Staff Contact: James Fisher

Classification: Executive Session

SUMMARY STATEMENT:

To be discussed in Executive Session.

ATTACHMENTS:

None

RELEVANCE TO COMPREHENSIVE PLAN:

RECOMMENDED ACTION:

No action - discussion only.



Regular City Council
AGENDA ITEM 17.

Agenda Item: Discuss and Possibly Act Upon the City Manager's Employment Agreement and Related Issues and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-September 16, 2021

Department: Administration

Staff Contact: James Fisher

Classification: Regular

SUMMARY STATEMENT:

ATTACHMENTS:

None

RELEVANCE TO COMPREHENSIVE PLAN:

RECOMMENDED ACTION:

As discussed in Executive Session.