



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, JULY 14, 2016 AT 1:00 P.M.
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN
BRENHAM, TEXAS**

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags – City Manager Terry Roberts**
- 3. Special Presentation**
 - **American Red Cross Life Saving Award Presented to Blue Bell Aquatic Center Employee**
- 4. Service Recognition**
 - **Kelvin C. Raven, Police Department 20 Years**
- 5. Special Recognition**
 - **Andria Heiges, Attainment of Masters in Information Science**
- 6. Citizens Comments**

CONSENT AGENDA

7. 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.

7-a. Minutes from the May 19, 2016 and June 2, 2016 Regular City Council Meetings

Pages 1-15

PUBLIC HEARING

8. **Public Hearing Considering an Amendment of Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham Granting a Specific Use Permit to Alma Carrillo to Allow for Open (Outdoor) Display or Storage of Retail Merchandise as an Accessory Use on Property Located at 1002 E. Blue Bell Road in a B-1, Local Business/Residential Mixed Use Zoning District, and Being Described as Tract 70 of the A. Harrington Survey, A-55, in Brenham, Washington County, Texas**

Pages 16-25

WORK SESSION

9. **Discussion and Presentation Related to Chapter 5, Animals and Fowl, of the Code of Ordinances of the City of Brenham**

Pages 26-33

REGULAR SESSION

10. **Discuss and Possibly Act Upon an Ordinance on Its First Reading Granting a Specific Use Permit to Alma Carrillo to Allow for Open (Outdoor) Display or Storage of Retail Merchandise as an Accessory Use on Property Located at 1002 E. Blue Bell Road in a B-1, Local Business/Residential Mixed Use Zoning District, and Being Described as Tract 70 of the A. Harrington Survey, A-55, in Brenham, Washington County, Texas**

Pages 34-37

11. **Discuss and Possibly Act Upon Ordinance No. O-16-015 on Its Second Reading Granting a Specific Use Permit to Grady Hardeman, Jr. to Allow for a Church and Related Auxiliary Uses on Property Located at 515 Martin Luther King, Jr. Parkway in an R-2, Mixed Residential Zoning District, and Being Described as Part of Lot 89 of the James A. Wilkins Addition, West Block in Brenham, Washington County, Texas**

Pages 38-41

12. **Discuss and Possibly Act Upon Resolution No. R-16-018 Adopting the 2016-2026 Long Range Strategic Plan for the Nancy Carol Roberts Memorial Library**

Pages 42-61

13. **Discuss and Possibly Act Upon Resolution No. R-16-019 Authorizing the Acceptance of a Grant in the Amount of \$35,000 from the Texas Parks and Wildlife Department for the Expansion of the Skateboard Park Located in Fireman’s Park**

Pages 62-84

14. **Discuss and Possibly Act Upon the Approval of a Professional Services Agreement with Gunda Corporation, LLC for Engineering Services Related to Burleson Road Culvert Replacement and Authorize the Mayor to Execute Any Necessary Documentation**

Pages 85-94

15. **Discuss and Possibly Act Upon Bid No. IFB 16-009 for Bulk Water Treatment Chemicals and Authorize the Mayor to Execute Any Necessary Documentation** **Pages 95-98**
16. **Discuss and Possibly Act Upon a Consulting Services Contract with Public Management, Inc. for Grant Management Services Related to a Texas Department of Agriculture Grant for the Rehabilitation of the Church Street Water Tower and Authorize the Mayor to Execute Any Necessary Documentation** **Pages 99-113**
17. **Administrative/Elected Officials Report**

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

Adjourn

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

CERTIFICATION

I certify that a copy of the July 14, 2016 agenda of items to be considered by the City of Brenham City Council was posted to the City Hall bulletin board at 200 W. Vulcan, Brenham, Texas on July 11, 2016 at **12:35 PM.**

Kacey A. Weiss
Deputy City Secretary

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

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the _____ day of _____, 2016 at _____ AM PM.

Signature

Title

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on May 19, 2016 beginning at 1:00 p.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members present:

Mayor Milton Y. Tate, Jr.
Mayor Pro Tem Gloria Nix
Councilmember Andrew Ebel
Councilmember Danny Goss
Councilmember Keith Herring
Councilmember Mary E. Barnes-Tilley
Councilmember Weldon Williams, Jr.

Members absent:

None

Others present:

City Manager Terry Roberts, City Attorney Cary Bovey, City Secretary Jeana Bellinger, Assistant City Manager-Chief Financial Officer Carolyn Miller, Stacy Hardy, Director of Community Services Wende Ragonis, Jennifer Eckermann, Fire Chief Ricky Boeker, Fire Marshal Brent Sauble, Police Chief Craig Goodman, Public Works Director Dane Rau, Casey Redman, Assistant City Manager of Public Utilities Lowell Ogle, Development Services Manager Erik Smith, Allen Jacobs and Lori Lakatos

Citizens present:

Bob Schmidt, Page Michel, Robbie Gail Charette Owsley, Lu Hollander, Clint Kolby, Jenny Mills and Courtney Powell

Media Present:

Arthur Hahn, Brenham Banner Press; and Codi Rynn, KWHI

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags – Councilmember Goss**

3. Citizens Comments

There were no citizen comments.

CONSENT AGENDA

4. Statutory Consent Agenda

4-a. Minutes from the March 24, 2016, April 7, 2016 and April 21, 2016 Regular City Council Meetings

4-b. Ordinance No. O-16-013 on Its Second Reading Authorizing a Variance to Residential Lot Requirements, as Outlined in Section 23-22(5)(a) of the City of Brenham's Code of Ordinances, on a Tract of Land Being Described as Tract 95, 19.94 Acres, Out of the Phillip Coe Survey, A-31, Located at 940 Farmers Road, in Brenham, Washington County, Texas

A motion was made by Councilmember Herring and seconded by Councilmember Barnes-Tilley to approve the Statutory Consent Agenda Items 4-a. and 4-b. as presented.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Weldon Williams	Yes

WORK SESSION

5. Presentation of the Second Quarter Report by the Washington County Convention and Visitors Bureau

Lu Hollander, with the Washington County Convention and Visitors Bureau, presented this item. Hollander focused on the highlights featured in the *Second Quarter Report – January – March 2016*, pointing out the visitor statistics, major tourism events, advertising placements and editorial coverage.

REGULAR SESSION

6. Discuss and Possibly Act Upon Change Order No. 002 for the Nancy Carol Roberts Memorial Library Expansion, Modernization and Renovation Project and Authorize the Mayor to Execute Any Necessary Documentation

Director of Community Services Wende Ragonis presented this item. Ragonis stated that Collier Construction was awarded Bid # 15-006 for the construction and rehabilitation of the Nancy Carol Roberts Memorial Library at the April 2, 2015 Council meeting. Ragonis explained that the total bid amount awarded to Collier Construction was \$3,108,000 which included \$25,000 for an outdoor reading room.

Ragonis advised that Change Order No. 002 includes four Project Modification Proposals (PMPs).

PMP No. 1151-005	\$ 33,498.00
PMP No. 1511-007	\$ 8,686.72
PMP No. 1511-009	\$ 14,108.64
PMP No. 1511-010	<u>\$ 22,224.00</u>
	\$ 78,517.36

Ragonis noted that Collier has also added 17 days for the project for completion due to the weather conditions. Councilmember Barnes-Tilley asked where Collier is in completing the project. Ragonis stated that the projected date for completion is at the end of September.

A motion was made by Councilmember Barnes-Tilley and seconded by Councilmember Herring to approve Change Order No. 002 from Collier Construction in the amount of \$78,517.36, with an increase in the contract for seventeen (17) days, for the Nancy Carol Roberts Memorial Library Expansion, Modernization and Renovation Project and authorize the Mayor to execute any necessary documentation.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Weldon Williams	Yes

7. Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending Section 21-3, Definitions and Section 21-7, Variances, of the Code of Ordinances of the City of Brenham

Development Services Manager Erik Smith presented this item. Smith stated Staff was recently approached by a company interested in having the Ordinance changed to allow for digital billboards. Smith noted that Staff is in the beginning stages of preparing wording regarding digital billboard signs for Council to review. Smith explained that in the past applicants have been allowed to request variances for prohibited signs, which are typically spectacular signage, but would not prohibit an applicant from requesting a variance for digital billboards and off-premise signage. Smith explained that while preparing new wording for digital billboards, Staff should also define what types of signs are allowed variance requests in general. Smith noted that Staff would also like to further define prohibited signs as types of signs that variance requests are not allowed to be considered.

Smith explained that the proposed amendment would not allow applicants to request variances for signs listed as prohibited in the existing ordinances, not including the B-3 Historical Central Business District. Smith advised that this would directly affect signs such as spectacular signs, billboard signs and off-premise commercial signs.

A motion was made by Councilmember Goss and seconded by Councilmember Williams to approve an Ordinance on its first reading amending Section 21-3, Definitions and Section 21-7, Variances, of the Code of Ordinances of the City of Brenham.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Weldon Williams	Yes

8. Discuss and Possibly Act Upon Bid No. 3900.038 Related to the M. M. Owsley Memorial Serenity Garden and Park Improvements and Authorize the Mayor to Execute Any Necessary Documentation

Public Works Director Dane Rau presented this item. Rau explained that on May 12, 2016 the Purchasing Department, along with O'Malley Strand, opened bids related to M.M Owsley Memorial Serenity Garden and Park Improvements.

Rau stated 2 bids were received. Rau advised that the bid was broken out into a base bid and had additive alternate options as well. Rau stated that City staff, O'Malley-Strand Associates Project Manager, and Robbie Gail Charrette are all agreeable that the base bid plus additive alternates A1, A2, A4, and A6 be awarded in the amount of \$453,980.00 to Coons Construction, Inc. Rau noted that all costs associated with the project will be taken from donated funds.

A motion was made by Councilmember Goss and seconded by Councilmember Ebel to approve Base Bid No. 3900.038, plus the Additive Alternates A1, A2, A4, and A6 to Coons Construction, Inc. in the amount of \$453,980.00 for work related to the M. M. Owsley Memorial Serenity Garden and Park Improvements and authorize the Mayor to execute any necessary documentation.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Weldon Williams	Yes

9. Discuss and Possibly Act Upon a Request for a Noise Variance from St. Mary's Immaculate Conception Catholic Church for an Annual Church Summer Festival to be Held on May 22, 2016 from 9:00 a.m. – 5:00 p.m. at 701 Church Street and Authorize the Mayor to Execute Any Necessary Documentation

Deputy City Secretary Kacey Weiss presented this item. Weiss stated that St. Mary's Annual Church Summer Festival will be held on May 22nd at 701 Church Street. Weiss advised that they will be using a sound amplification system for the live auction.

A motion was made by Councilmember Barnes-Tilley and seconded by Councilmember Ebel to approve a request for a noise variance from St. Mary's Immaculate Conception Catholic Church for an annual church summer festival to be held on May 22, 2016 from 9:00 a.m. – 5:00 p.m. at 701 Church Street and authorize the Mayor to execute any necessary documentation.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Weldon Williams	Yes

Council adjourned into Executive Session at 1:30 p.m.

EXECUTIVE SESSION

- 10. Section 551.071 – Consultation with Attorney – Consultation with City Attorney Regarding a Substandard Building Located at 209 South Market Street, Brenham, Texas, said Property also Described as Noel’s Addition, Lot 1C in a Deed Recorded in Volume 1167, Page 717 of the Official Records of Washington County, Texas**
- 11. Section 551.074 – Texas Government Code – Deliberation Regarding Personnel Matters – Discussion Regarding the Compensation of the City Prosecutor and an Update on the Brenham Municipal Court Judge and Associate Judge**

Executive Session adjourned at 2:30 p.m.

RE-OPEN REGULAR SESSION

- 12. Discuss and Possibly Act Upon the Compensation of the City Prosecutor for the Brenham Municipal Court**

A motion was made by Councilmember Herring and seconded by Councilmember Ebel to approve the compensation of the City Prosecutor for the Brenham Municipal Court in the amount of \$20,000 per year.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Weldon Williams	Yes

13. Administrative/Elected Officials Report

City Manager Terry Roberts reported on the following:

- TML Region 10 will be held on June 14th at the Barnhill Center at Simon Theatre
- Business After Hours today at Blinn Alumni House
- Chamber Event at Fireman's Training Center on June 1st
- Emergency Generator at Lake Somerville is not working properly and a temporary generator is being used until an assessment can be made
- Repairs are being made on the light poles at the Blue Bell Aquatic Center

Fire Chief Ricky Boeker reported on the following:

- Introduced Brent Sauble as the new Fire Marshal

Public Works Director Dane Rau reported on the following:

- Issues with a water line at the Burleson Creek crossing being looked at

Development Services Manager Erik Smith reported on the following:

- Needs volunteers for the Billboard Committee; Councilmember Goss volunteered

Director of Community Services Wende Ragonis reported on the following:

- New water features now installed at the Blue Bell Aquatic Center
- Main Street is hosting an informational meeting about Main Street activities on May 24th at 5:30 at the Barnhill Center

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

- Grant was approved for recoating the Church Street water tower

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC
City Secretary

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on June 2, 2016 beginning at 1:00 p.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members present:

Mayor Milton Y. Tate, Jr.
Mayor Pro Tem Gloria Nix
Councilmember Andrew Ebel
Councilmember Danny Goss
Councilmember Keith Herring
Councilmember Mary E. Barnes-Tilley
Councilmember Weldon Williams, Jr.

Members absent:

None

Others present:

City Manager Terry Roberts, City Attorney Cary Bovey, City Secretary Jeana Bellinger, Deputy City Secretary Kacey Weiss, Assistant City Manager – Chief Financial Officer Carolyn Miller, Director of Community Services Wende Ragonis, Crystal Locke, Jennifer Eckermann, Fire Chief Ricky Boeker, Police Chief Craig Goodman, Public Works Director Dane Rau, Assistant City Manager of Public Utilities Lowell Ogle, Development Services Manager Erik Smith, Kim Hodde, Lori Lakatos and Judson Hall

Citizens present:

Darron Smith, Robbie Gail Charette and Clint Kolby

Media Present:

Arthur Hahn, Brenham Banner Press; Caitlin Hahn, Brenham Banner Press; and Codi Rynn, KWHI

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags – Councilmember Ebel**

3. Citizens Comments

There were no citizen comments.

Mayor Tate addressed the public regarding the recent storm and loss of life and property. Tate also thanked city staff and Faith Mission for all of their help.

CONSENT AGENDA

4. Statutory Consent Agenda

4-a. Ordinance No. O-16-014 on Its Second Reading Amending Section 21-3, Definitions and Section 21-7, Variances, of the Code of Ordinances of the City of Brenham

A motion was made by Councilmember Barnes-Tilley and seconded by Councilmember Herring to approve the Statutory Consent Agenda Item 4-a. as presented.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Weldon Williams	Yes

WORK SESSION

5. Discussion and Presentation Related to the 2014 Annexation of 0.5 Acres of Land Along State Highway 36 into the City of Brenham

This item was passed.

PUBLIC HEARING

6. Public Hearing Considering an Amendment of Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham Granting a Specific Use Permit to Grady Hardeman, Jr. to Allow for a Church and Related Auxiliary Uses on Property Located at 515 Martin Luther King Jr. Parkway in an R-2, Mixed Residential Zoning District, and Being Described as Part of Lot 89 of the James A. Wilkins Addition, West Block in Brenham, Washington County, Texas

Mayor Tate opened the Public Hearing.

Development Services Manager Erik Smith presented this item. Smith explained that Grady Hardeman has requested a special use permit (SUP) for Wilkins, J-West Blk, Lot 89 which is addressed as 515 Martin Luther King Jr. Parkway to allow him to have a church and auxiliary uses including philanthropic and educational facility. Smith advised that the building is currently vacant. Smith stated that site plans and updates to the building will be submitted to Staff after the applicant knows if the use will be permitted or not.

Smith noted that the re-zoning of this property complies with the City’s comprehensive plan and the thoroughfare plan. Smith stated that there were two residents who voiced concern about this request at the Planning and Zoning Commission public hearing.

Citizen Darron Smith stated that he is fine with the building becoming a church, but he is concerned about parking around the building.

Councilmember Goss questioned how long the SUP will be effective. City Attorney Cary Bovey stated that Staff could add time requirements to the Ordinance if that is what Council wanted to do.

Councilmember Williams stated that he thought Mr. Hardeman or someone familiar with the project should be present to discuss what is proposed for the building and to answer any questions.

REGULAR SESSION

7. Discuss and Possibly Act Upon an Ordinance on Its First Reading Granting a Specific Use Permit to Grady Hardeman, Jr. to Allow for a Church and Related Auxiliary Uses on Property Located at 515 Martin Luther King, Jr. Parkway in an R-2, Mixed Residential Zoning District, and Being Described as Part of Lot 89 of the James A. Wilkins Addition, West Block in Brenham, Washington County, Texas

A motion was made by Councilmember Barnes-Tilley and seconded by Councilmember Ebel to table Item 7.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Weldon Williams	Yes

8. Discuss and Possibly Act Upon the Acceptance of a Donation in the Amount of \$50,000.00 to the Brenham Police Department and Authorize the Mayor to Execute Any Necessary Documentation

Police Chief Craig Goodman presented this item. Goodman explained that Robbie Gail Charette has offered a donation of \$50,000.00 to assist in needed training, equipment and canine costs. Goodman stated Staff will be purchasing an infrared system and special equipment that will benefit several areas within the department.

Mayor Tate thanked Robbie Gail Charette for her generosity.

A motion was made by Councilmember Herring and seconded by Councilmember Goss to accept a donation in the amount of \$50,000 to the Brenham Police Department and authorize the Mayor to execute any necessary documentation.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Weldon Williams	Yes

9. Discuss and Possibly Act Upon a One Year Contract Extension, in Accordance with Bid No. 15-007, for Bulk Water Treatment Chemicals and Authorize the Mayor to Execute Any Necessary Documentation

Assistant City Manager of Public Utilities Lowell Ogle presented this item. Ogle stated that in 2015 Staff awarded a contract to Univar USA, Inc. for a one year supply of Caustic Soda to be delivered to the water treatment plant. Ogle stated the original contract allowed for two one-year renewals. Ogle advised that Univar has agreed to honor the same pricing of \$190.00 per liquid ton and the estimated total amount of Caustic Soda is 300 tons per year.

A motion was made by Councilmember Barnes-Tilley and seconded by Councilmember Ebel to approve the first one year extension of the contract, in accordance with Bid No. 15-007, for Caustic Soda to Univar USA, Inc. in the amount of \$190.00 per liquid ton and authorize the Mayor to execute any necessary documentation.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Weldon Williams	Yes

10. Discuss and Possibly Act Upon a Ground Space Lease Agreement with Patrick and Deanna Murray for Hangar Space at the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation

Planning Technician Kim Hodde presented this item. Hodde explained that Randall Reed sold his hangar (3311 Aviation Way) to Patrick and Deanna Murray and therefore, a new lease agreement needs to be executed with Mr. and Mrs. Murray. Hodde advised that execution of this lease agreement with the Murrays will cancel the previous agreement with Randall Reed.

A motion was made by Councilmember Herring and seconded by Councilmember Ebel to approve a ground space lease agreement with Patrick and Deanna Murray for hangar space at the Brenham Municipal Airport and authorize the Mayor to execute any necessary documentation.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Weldon Williams	Yes

11. Discuss and Possibly Act Upon the Purchase of Replacement Light Poles and Fixtures for the Blue Bell Aquatic Center and Authorize the Mayor to Execute Any Necessary Documentation

Director of Community Services Wende Ragonis presented this item. Ragonis explained that these lighting fixtures began to show signs of failure at the base structure, which prompted Staff to inspect each pole. Ragonis stated that after the inspections, it was determined that the light fixtures needed to be immediately removed and replaced this budget year. Ragonis noted that funding for this purchase will be allocated from \$177,772 of the five (5) days of R & R (renovations and replacements) fund.

Councilmember Barnes-Tilley asked what the time frame is to have them installed. Ragonis stated it would take approximately six to eight weeks.

Councilmember Williams questioned if there will be any extra work involved to getting them installed. Public Works Director Dane Rau stated that the city maintenance department can do all of the work.

A motion was made by Councilmember Herring and seconded by Councilmember Barnes-Tilley to approve the purchase of replacement light poles and fixtures for the Blue Bell Aquatic Center to Dealers Electrical Supply in the amount of \$31,710 and authorize the Mayor to execute any necessary documentation.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Weldon Williams	Yes

12. Discuss and Possibly Act Upon a Request for a Noise Variance in Connection with the 2016 Downtown Summer Concert Series (Hot Nights, Cool Tunes) to be Held from 3:00 p.m. to 11:00 p.m. on July 9, 16, 23 and 30, 2016 and Authorize the Mayor to Execute Any Necessary Documentation

Deputy City Secretary Kacey Weiss presented this item. Weiss explained that the City of Brenham Community Programs submitted a request for a Noise Variance for the 4-night concert series this year. The dates and times include Saturday, July 9; Saturday, July 16; Saturday, July 23; and Saturday, July 30, 2016; from 3:00 p.m. (when sound set-up begins) to 11:00 p.m. Weiss stated there will be bands using sound amplification systems.

A motion was made by Councilmember Barnes-Tilley and seconded by Mayor Pro Tem Nix to approve a request for a noise variance in connection with the 2016 Downtown Summer Concert Series (Hot Nights, Cool Tunes) to be held from 3:00 P.M. to 11:00 P.M. on July 9, 16, 23 and 30, 2016 and authorize the Mayor to execute any necessary documentation.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Weldon Williams	Yes

13. Discuss and Possibly Act Upon Resolution No. R-16-017 Authorizing Execution of an Agreement with TxDOT for the Temporary Closure of State Right-of-Way in Connection with the 2016 Downtown Summer Concert Series (Hot Nights, Cool Tunes) to be Held on July 9, 16, 23 and 30, 2016

Community Services Specialist Crystal Locke presented this item. Locke explained that the Downtown Summer Concert Series (Hot Nights, Cool Tunes) is hosted by the City of Brenham and sponsored by local businesses. Locked advised that this year's concerts will be held on July 9, 16, 23, and 30, 2016 from 7:00 p.m. – 10:00 p.m. Locke noted that one lane of Alamo Street between Park Street and Market Street will be closed beginning at 2:30 p.m. for stage setup. Locke stated that both lanes of Alamo Street will be closed between Austin Street and Market Street from 4:30 p.m. to 11:30 p.m.

Councilmember Goss questioned what can be done about the vehicles that are still parked in the closed area once the streets have been blocked off and is Staff allowed to remove the vehicles. Police Chief Goodman stated that is not a violation and he could not recommend towing the vehicles without having an ordinance in place. Locke stated that she will place signs in the downtown area requesting that vehicles be removed by a certain time.

A motion was made by Councilmember Williams and seconded by Mayor Pro Tem Nix to approve Resolution No. R-16-017 authorizing execution of an agreement with TxDOT for the temporary closure of state right-of-way in connection with the 2016 Downtown Summer Concert Series (Hot Nights, Cool Tunes) to be held on July 9, 16, 23 and 30, 2016.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Weldon Williams	Yes

14. Administrative/Elected Officials Report

City Manager Terry Roberts reported on the following:

- The special Council meeting is tentatively scheduled for June 7th but could possibly not be needed if area is declared a disaster by the Federal Government
- TxDOT will be repairing Park Street and their contractors should begin work in the next few days

Emergency Management Coordinator Ricky Boeker reported on the following:

- The Emergency Operations Center is currently at Level 1, but they are continuing to monitor the weather closely

Director of Community Services Wende Ragonis reported on the following:

- Movies at the Park has been cancelled for tonight and will be re-scheduled for June 23rd
- The walking trail at Hohlt Park is closed due to storm damage

Councilmember Barnes-Tilley thanked city staff for their hard work during the storms.

City employee Kim Hodde publically thanked Ricky Boeker and the fire department for helping to rescue her father-in-law while trapped in flood water.

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger
City Secretary, TRMC



AGENDA ITEM 8

DATE OF MEETING: July 14, 2016	DATE SUBMITTED: July 7, 2016
DEPT. OF ORIGIN: Development Services	SUBMITTED BY: Erik Smith

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

AGENDA ITEM DESCRIPTION: Public Hearing Considering an Amendment of Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham Granting a Specific Use Permit to Alma Carrillo to Allow for Open (Outdoor) Display or Storage of Retail Merchandise as an Accessory Use on Property Located at 1002 E. Blue Bell Road in a B-1, Local Business/Residential Mixed Use Zoning District, and Being Described as Tract 70 of the A. Harrington Survey, A-55, in Brenham, Washington County, Texas

SUMMARY STATEMENT: Alma Carrillo, Owner of Tuchi’s Furniture and Party Rental, has requested to place a “Bounce House” outside of the strip center business located at 1002 E. Blue Bell Road. Mrs. Carrillo is a tenant of the building and has provided staff with a letter from the property manager giving their permission to place the bounce house outside in the grassy area at the front of the center on a limited basis. Staff’s recommendation to the Planning and Zoning Commission was to give approval to the applicant for a period of 30 days from the date of City Council approval after which time the applicant would no longer be allowed to place the bounce house in front of the premise. The Planning and Zoning Commission recommended unanimous approval of their request with the condition that a 30 day time period be placed on the granting of the specific use permit after which time the specific use permit will expire. Once the specific use permit expires the applicant will no longer be able to display the bounce house outside of the business.

Comprehensive Plan Compliance
 The City of Brenham Envision 20/20 Comprehensive Plan lists this property as being a commercial/retail district. The zoning ordinance lists this as B-1 Local Business/Residential Mixed Use District. Open (outdoor) display or storage of retail merchandise as an accessory use to uses permitted in the B-1 District are within the allowed requests for special use permits in the B-1 Local Business/Residential Mixed Use District.

Thoroughfare Plan Compliance
 The proposed use temporary use would have access from E. Blue Bell Road. E. Blue Bell Road is listed as a Minor Arterial. This type of road should by design be able to handle any additional traffic.

Public Concerns
 Staff has not received any concern from neighboring property owners.

<u>Planning and Zoning Commission Recommendation</u> The Planning and Zoning Commission recommended unanimous approval of this request with the condition that the specific use permit expires after 30 days from City Council approval.
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: Allow a local business owner to temporarily enhance visibility of their business. B. CONS: Potential for visual clutter.
ALTERNATIVES (In Suggested Order of Staff Preference):
ATTACHMENTS: (1) Cover Letter from Alma Carrillo; (2) Letter from Property Manager; (3) General Application; (4) Example of a Bounce House; (5) Site Plan; (6) Land Use Map Exhibit; and (7) Envision 20/20 Comprehensive Plan Exhibit
FUNDING SOURCE (Where Applicable): N/A
RECOMMENDED ACTION: None – Public Hearing Only
APPROVALS: Terry K. Roberts

RECEIVED
5/12/16

May 02, 2016

City of Brenham

Display Bounce House

I want to get permission to display a bounce house outside here

of the store located at 1002 E Blue Bell Rd Brenham Tx 77833.

if I can put it on, it is just for people see it there will not children jumping.

Also all of our bounce it is covered by insurance.

Alma Carrillo

Tuchi's Furniture and Party Rental
1002 E Blue Bell Rd
Brenham Tx. 77833
(979)836-5156

RECEIVED
5/12/16

May 10, 2016

Tuchi's Furniture and Party Rental

1002 E. Blue Bell Rd.

Brenham, Tx 77833

Re: Display-size Bouncy House on Premises

Greetings Alma:

This letter will document that you may on a month-to-month basis set up a display-sized bouncy house on the yard area between the parking lot and E. Blue Bell Road and approximately lined up in front of your store (and between the trees) once a week during your business hours on any Friday or Saturday. The display may not be left unattended overnight.

Kind regards,


Delwin Rettig, property manager

New Beginnings Title Holding Co.

(713)823-6528



RECEIVED
5/12/16

For office use only

APPLICATION NO. _____

MEETING DATE: 6-27-16

DATE SUBMITTED: 5-12-16

\$100.00

CITY OF BRENHAM
GENERAL APPLICATION

Type of Application

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

Property Owners Information

Name Alma D. Carrillo

Principal Officers (If Corporation) President _____

Secretary _____

Address _____

Telephone Number (979) 836-5156 E-mail Address party@tuchispartysupply.com

Applicant Information

Name Alma D. Carrillo

Address 2001 Fm 389 #9 Brenham TX 77833

Telephone Number (979) 661-0764 E-mail Address party@tuchispartysupply.com

Agent or Engineer Information

Name Self

Address _____

Telephone Number _____ E-mail Address _____

RECEIVED
5/12/16

Location of Property

Street Address: 1062 E Blue Bell Rd Brenham tx 77833

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

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

Zoning Information

Existing Zoning: B1 Local business mixed

Proposed Zoning: _____

Reasons for requesting zone change:* _____

Variance Information

Section of Code from which variance is described:* _____

Describe variance requested:* _____

Reasons for requesting variance:* _____

Proposed Property Use

Describe in detail the proposed operation at this location:*

Display a bounce house

Construction Value \$ _____

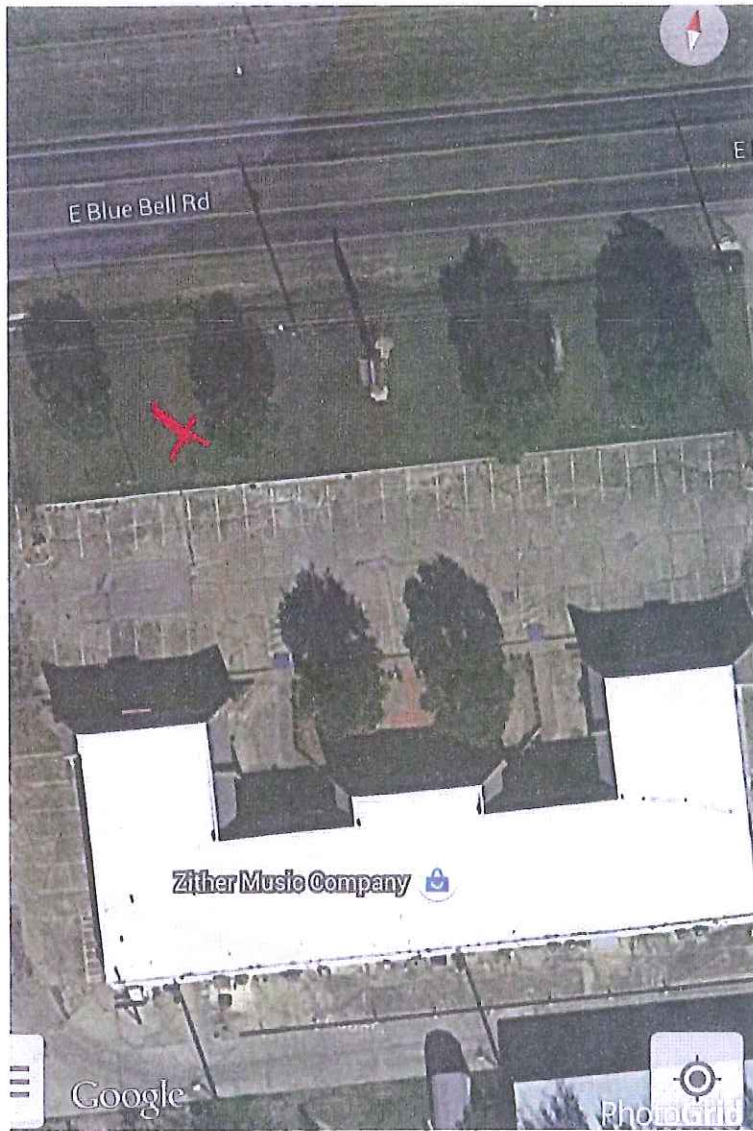
Site plans are required for variance, special use, and plan review requests; please see Ordinance No. 0-05-007 for minimum site plan requirements.

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

Alma D. Camillo
Owner

Agent



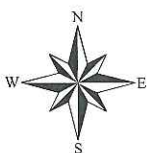


RECEIVED
5/12/16



1002 E Blue Bell Rd

1 inch = 88 feet



	B1 Local Business Mixed		P1 Planned Development
	B2 Commercial Research and Technology		R1 Residential Single Family
	B3 Historical and Central Business		R2 Mixed Residential
	I Industrial		R3 Manufactured Home Residential

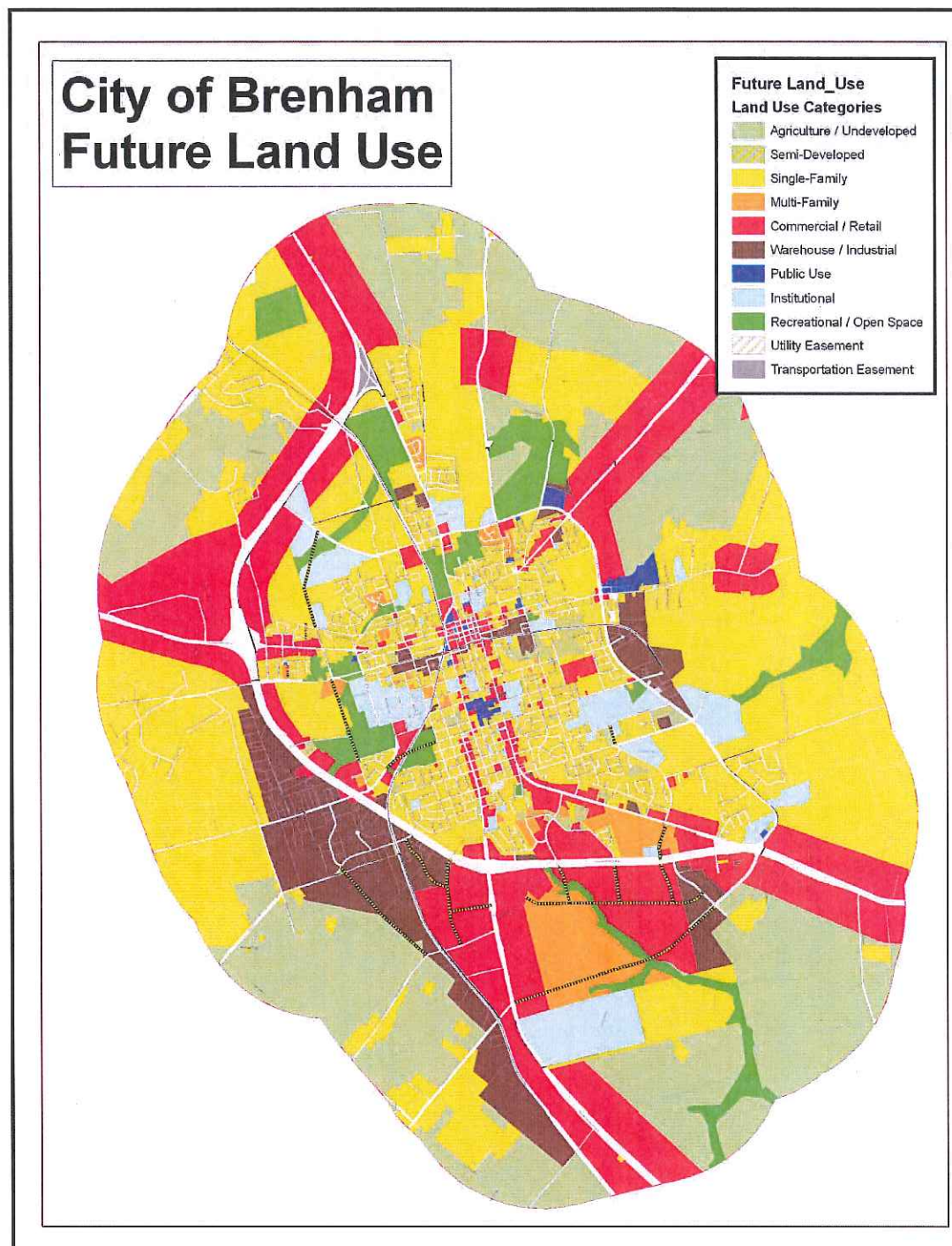


Illustration 6-5: The Future Land Use map for the City of Brenham illustrates desired growth patterns over the next 15 to twenty years.



AGENDA ITEM 9

DATE OF MEETING: July 14, 2016	DATE SUBMITTED: July 8, 2016	
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Jeana Bellinger	
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☐ REGULAR ☒ WORK SESSION	ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION
AGENDA ITEM DESCRIPTION: Discussion and Presentation Related to Chapter 5, Animals and Fowl, of the Code of Ordinances of the City of Brenham		
SUMMARY STATEMENT: During the past 2 years, I have been working with various staff members on rewriting all of Chapter 5, Animals and Fowl, in the City's Code of Ordinances. According to my records, the current Chapter 5 was codified into our Code in October, 1998 and has only had one minor revision since then. During the Work Session, I will give Council an overview of the new ordinance, discuss staff's recommendations for new sections to the ordinance and look for direction of several issues before wording is finalized. It is my hope to have this ordinance on the August 4 th agenda for first reading and final adoption at the August 18 th meeting.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Slides from PowerPoint presentation to be discussed with Council		
FUNDING SOURCE (Where Applicable): N/A		
RECOMMENDED ACTION: No action – discussion only.		
APPROVALS: Terry K. Roberts		

Chapter 5 Animals & Fowl

Presentation to City Council
July 14, 2016

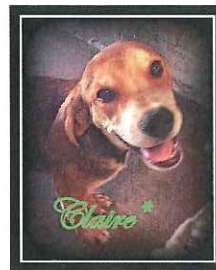
History

- Authority to regulate granted in the Charter of 1894
- Several situation-specific ordinances adopted between 1920 and 1997
- Codified into the Code of Ordinances in October, 1998
- Caretaker ordinance adopted in 2014



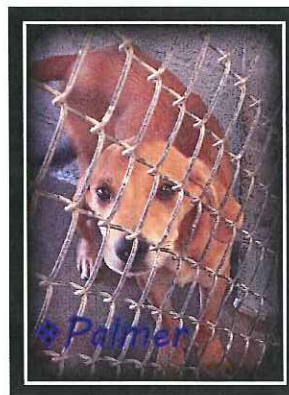
Ordinance Process

- Started comprehensive review for a complete re-write of Chapter 5 over two years ago
- Several meetings with members of the Police Department and Animal Control staff
- Working closely with Municipal Court to assure any new wording can be upheld in court



Changes On The Way

- Complete re-write of the current Chapter 5 (1998)
- New ordinance will contain eight (VIII) Articles:
 - I. In General
 - II. Livestock
 - III. Birds and Fowl
 - IV. Keeping of Domestic Bees
 - V. Dogs and Cats
 - VI. Rabies Enforcement
 - VII. Impoundment
 - VIII. Dangerous Dogs



✂ I. In General ✂ II. Impounding of Livestock ✂ III. Dogs and Cats

Article I – In General



- **Interference** – Unlawful to interfere with any animal control employee while performing their official duties
- **Zoning** – Keeping of animals shall follow any rules or restrictions outlined in the City's zoning ordinances
- **Restraining** – Restrictions on when, where and how animals can be restrained
- **Nuisance/unabated nuisances** – Comprehensive wording on animal nuisances and how continuing nuisances will be addressed
- **Animals in hot vehicles or trailers**
- **Transporting animals in open truck beds or trailers**

Article I – In General (Cont.)

- **Inhumane treatment** – Comprehensive wording on the manner in which animals must be treated
- **Private animal sales** – Prohibition of sales on roadside, in public right-of-way and in commercial parking lots
- **Prohibited animals** – Expanded the list of prohibited animals to include certain reptiles and mammals
- **Animals prohibited in City facilities** – Except for service animals as outlined in the Americans with Disabilities Act



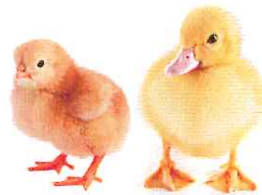
Article II - Livestock

- **Restrictions** – Limit on number of animals that can be kept
- **Distance requirements** - Distance of enclosures from churches, schools, public buildings or neighboring houses
- **Hogs Prohibited**
- **Number of head per acre** – At least one (1) acre for grazing will be required
- **Impounded livestock** – Comprehensive wording on the impounding, selling, re-claiming and disposition of livestock



Article III – Birds and Fowl

- **Limitations** – Limit on number that can be kept
- **Maintenance of premises** – Restrictions on maintenance and cleanliness of enclosures
- **Distance requirements** - Distance of enclosures from churches, schools, public buildings or neighboring houses



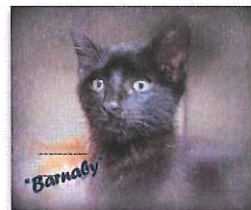
Article IV – Domestic Bees



- The City Council adopted restrictions in June, 2009 (Ordinance No. O-09-012)
- These restrictions are currently found in Chapter 12 of the Code of Ordinances
- The language in Chapter 12 will be relocated into this new Article IV

Article V – Dogs and Cats

- **Licensing**– Comprehensive wording about the City’s licensing requirements and the lifetime license option
- **Multi-animal permit requirements** – Expanded language on the requirements for a multi-animal permit
- **Guard dogs**



Article VI – Rabies Enforcement

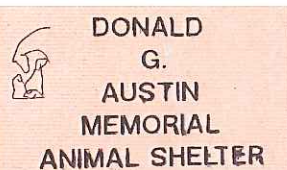
- **Designation of local rabies authority**– The City’s Animal Control Officer will be designated as the local rabies authority
- **Vaccinations** – Comprehensive language on rabies vaccinations and the certification of the vaccinations
- **State regulations adopted**
- **Reporting rabies** – Expanded language on the requirements of reporting animal bite cases and animal quarantine

ANIMAL BITES & RABIES CONTROL



Article VII – Impoundment

- **Impoundment** – Language to clarify animals subject to impoundment, owner notification process, unclaimed animals, sick animals and registered animals
- **Redemption** – Requirements in which animals may be returned to their owners
- **Disposition of animals** – Outlines the requirements for adoptions, transfers and euthanasia
- **Designation of caretaker** – As mandated in State law, designates the City Manager as the caretaker of all impounded animals



Article VIII – Dangerous Dogs

This is new language that has not previously been included in the City's Code of Ordinances. The language contained in this Article will concur with State law related to dangerous dogs:

- Incident description and reporting
- Investigation procedures
- Court hearing for dangerous dog determination
- Failure to surrender dangerous dog
- Judicial determination and appeal process
- Requirements to keep a dangerous dog





AGENDA ITEM 10

DATE OF MEETING: July 14, 2016	DATE SUBMITTED: July 7, 2016
DEPT. OF ORIGIN: Development Services	SUBMITTED BY: Erik Smith

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

AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Ordinance on Its First Reading Granting a Specific Use Permit to Alma Carrillo to Allow for Open (Outdoor) Display or Storage of Retail Merchandise as an Accessory Use on Property Located at 1002 E. Blue Bell Road in a B-1, Local Business/Residential Mixed Use Zoning District, and Being Described as Tract 70 of the A. Harrington Survey, A-55, in Brenham, Washington County, Texas

SUMMARY STATEMENT: Alma Carrillo, Owner of Tuchi's Furniture and Party Rental, has requested to place a "Bounce House" outside of the strip center business located at 1002 E. Blue Bell Road. Mrs. Carrillo is a tenant of the building and has provided staff with a letter from the property manager giving their permission to place the bounce house outside in the grassy area at the front of the center on a limited basis. Staff's recommendation to the Planning and Zoning Commission was to give approval to the applicant for a period of 30 days from the date of City Council approval after which time the applicant would no longer be allowed to place the bounce house in front of the premise. The Planning and Zoning Commission recommended unanimous approval of their request with the condition that a 30 day time period be placed on the granting of the specific use permit after which time the specific use permit will expire. Once the specific use permit expires the applicant will no longer be able to display the bounce house outside of the business.

Comprehensive Plan Compliance
 The City of Brenham Envision 20/20 Comprehensive Plan lists this property as being a commercial/retail district. The zoning ordinance lists this as B-1 Local Business/Residential Mixed Use District. Open (outdoor) display or storage of retail merchandise as an accessory use to uses permitted in the B-1 District are within the allowed requests for special use permits in the B-1 Local Business/Residential Mixed Use District.

Thoroughfare Plan Compliance
 The proposed use temporary use would have access from E. Blue Bell Road. E. Blue Bell Road is listed as a Minor Arterial. This type of road should by design be able to handle any additional traffic.

Public Concerns
 Staff has not received any concern from neighboring property owners.

<u>Planning and Zoning Commission Recommendation</u> The Planning and Zoning Commission recommended unanimous approval of this request with the condition that the specific use permit expires after 30 days from City Council approval.
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: Allow a local business owner to temporarily enhance visibility of their business. B. CONS: Potential for visual clutter.
ALTERNATIVES (In Suggested Order of Staff Preference):
ATTACHMENTS: (1) Ordinance
FUNDING SOURCE (Where Applicable): N/A
RECOMMENDED ACTION: Approve an Ordinance on its first reading granting a specific use permit to Alma Carrillo to allow for open (outdoor) display or storage of retail merchandise as an accessory use on property located at 1002 E. Blue Bell Road in a B-1, Local Business/Residential Mixed Use Zoning District, and being described as Tract 70 of the A. Harrington Survey, A-55, in Brenham, Washington County, Texas
APPROVALS: Terry K. Roberts

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A - "ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS, AMENDING THE OFFICIAL ZONING MAP TO ALLOW FOR THE OPEN (OUTDOOR) DISPLAY, SALE OR STORAGE OF RETAIL MERCHANDISE AS AN ACCESSORY USE TO A RETAIL STORE BY SPECIFIC USE PERMIT IN A B-1 LOCAL BUSINESS/RESIDENTIAL MIXED USE ZONING DISTRICT, AT 1002 EAST BLUE BELL ROAD AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

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;

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, this amendment was recommended for conditional approval by the Brenham Planning and Zoning Commission during its regular meeting on June 27, 2016;

WHEREAS, the Planning and Zoning Commission recommended the outdoor display be allowed for a period of thirty (30) days from the date of City Council approval;

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

SECTION 1. That Appendix A - "Zoning" of the Code of Ordinances of the City of Brenham, Texas, and the Official Zoning Map of the City of Brenham is hereby amended to allow for the open (outdoor) display, sale or storage of retail merchandise as an accessory use to a retail store, by specific use permit in a B-1 Local Business/Residential Mixed Use Zoning District at 1002 East Blue Bell Road.

SECTION 2. This Specific Use Permit to allow for the open (outdoor) display, sale or storage of retail merchandise as an accessory use to a retail store in a B-1 Local Business/Residential Mixed Use Zoning District shall be effective for a period not to exceed thirty (30) days.

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

SECTION 4. The Specific Use Permit granted by this Ordinance shall expire on September 3, 2016.

PASSED and APPROVED on its first reading this the 14th day of July, 2016.

PASSED and APPROVED on its second reading this the 4th day of August, 2016.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary



AGENDA ITEM 11

DATE OF MEETING: July 14, 2016	DATE SUBMITTED: July 7, 2016
DEPT. OF ORIGIN: Development Services	SUBMITTED BY: Erik Smith

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

AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Ordinance No. O-16-015 on Its Second Reading Granting a Specific Use Permit to Grady Hardeman, Jr. to Allow for a Church and Related Auxiliary Uses on Property Located at 515 Martin Luther King Jr. Parkway in an R-2, Mixed Residential Zoning District, and Being Described as Part of Lot 89 of the James A. Wilkins Addition, West Block in Brenham, Washington County, Texas

SUMMARY STATEMENT: Grady Hardeman has requested a special use permit (SUP) for Wilkins, J-West Blk, Lot 89 which is addressed as 515 Martin Luther King Jr. Parkway to allow him to have a church and auxiliary use including philanthropic and educational facility. The building is currently vacant. Site plans and updates to the building will be submitted to staff after the applicant knows if the use will be permitted or not.

There is an amendment from the previous ordinance submitted to City Council that states the applicant will have one year to begin the use or the specific use permit will expire. The applicant will need to pull a permit and a six months after the permit is issued the applicant will be required to complete the building process with a certificate of occupancy or be granted an extension by City Council. If this is not done the specific use permit will expire.

Comprehensive Plan Compliance
 The City of Brenham Envision 20/20 Comprehensive Plan lists this property as being a single family residential district. The zoning ordinance lists this as R-2 Mixed Residential. Churches and auxiliary uses are within the allowed requests for special use permits in the R-2 Mixed Residential District and R-1 Single Family Residential Districts.

Thoroughfare Plan Compliance
 The proposed use could have access from Martin Luther King Jr. Parkway. Martin Luther King Jr. Parkway is listed as a Major Collector. This type of road should by design be able to handle the additional traffic.

Public Concerns
 There were two residents who voiced concern about this request at the Planning and Zoning Commission public hearing.

<u>Planning and Zoning Commission Recommendation</u> The Planning and Zoning Commission recommended unanimous approval of this request.
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: Allow for orderly development. Occupy a vacant and deteriorating building. B. CONS: Potential for increased traffic.
ALTERNATIVES (In Suggested Order of Staff Preference):
ATTACHMENTS: (1) Ordinance No. O-16-015
FUNDING SOURCE (Where Applicable): N/A
RECOMMENDED ACTION: Approve Ordinance No. O-16-015 on its second reading granting a specific use permit to Grady Hardeman, Jr. to allow for a church and related auxiliary uses on property located at 515 Martin Luther King, Jr. Parkway in an R-2, Mixed Residential Zoning District, and being described as part of lot 89 of the James A. Wilkins Addition, West Block in Brenham, Washington County, Texas
APPROVALS: Terry K. Roberts

ORDINANCE NO. O-16-015

AN ORDINANCE AMENDING APPENDIX A - "ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS, AMENDING THE OFFICIAL ZONING MAP TO GRANT A SPECIFIC USE PERMIT TO GRADY HARDEMAN FOR A CHURCH AND RELATED AUXILIARY USES, INCLUDING EDUCATIONAL AND PHILANTHROPIC USES IN AN R-2 (MIXED RESIDENTIAL) ZONING DISTRICT AND BEING DESCRIBED AS WILKINS, J-WEST BLK, LOT 89 IN THE CITY OF BRENHAM, WASHINGTON COUNTY, TEXAS.

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

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, this amendment was recommended for approval by the Brenham Planning and Zoning Commission during its regular meeting on May 23, 2016;

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

SECTION 1. That Appendix A - "Zoning" of the Code of Ordinances of the City of Brenham, Texas, and the Official Zoning Map of the City of Brenham is hereby amended to grant a specific use permit to Grady Hardeman, and his successors and assigns, for a church and related auxiliary uses, including educational and philanthropic uses in an R-2 (Mixed Residential) zoning district and being located on Wilkins, J-West Blk, Lot in the City of Brenham, Washington County, Texas.

SECTION 2. This Ordinance shall take effect immediately upon the occurrence of compliance with the requirements of the Charter of the City of Brenham, Texas.

SECTION 3. 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 building, 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. There is a violation of any provision of the terms and conditions of the Specific Use Permit granted by this Ordinance; or
- d. As otherwise permitted by law and/or Brenham's Zoning Ordinance, as it exists or may be amended.

SECTION 4.

- a. Unless an extension has been granted by ordinance of the City Council, the Specific Use Permit granted by this Ordinance shall expire on July 13, 2017 in the event the applicant Grady Hardeman, or his successor(s) or assign(s), has not applied for and been issued both a building permit and a Certificate of Occupancy on or before July 13, 2017 for the use of the property as authorized by the Specific Use Permit granted herein.
- b. Upon abandonment of the church and related auxiliary uses, including educational and philanthropic uses in an R-2 (Mixed Residential) zoning district, by the applicant Grady Hardeman, or his successor(s) or assign(s), for a period of twelve (12) or more months, the Specific Use Permit granted herein shall automatically expire.

PASSED and APPROVED on its first reading this the 16th day of June, 2016.

PASSED and APPROVED on its second reading this the 14th day of July, 2016.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary



AGENDA ITEM 12

DATE OF MEETING: July 14, 2016	DATE SUBMITTED: July 6, 2016															
DEPT. OF ORIGIN: Community Services	SUBMITTED BY: Crystal Locke															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☒ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☐ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☐ 2ND READING</td> </tr> <tr> <td>☐ EXECUTIVE SESSION</td> <td>☒ REGULAR</td> <td>☒ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	☐ EXECUTIVE SESSION	☒ REGULAR	☒ RESOLUTION		☐ WORK SESSION	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:														
☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING														
☐ SPECIAL	☐ CONSENT	☐ 2 ND READING														
☐ EXECUTIVE SESSION	☒ REGULAR	☒ RESOLUTION														
	☐ WORK SESSION															
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Resolution No. R-16-018 Adopting the 2016-2026 Long Range Strategic Plan for the Nancy Carol Roberts Memorial Library																
SUMMARY STATEMENT: In a Work Session on June 16, 2016 with Council, Andria Heiges, NCRML Librarian and Community Services Specialist Crystal Locke presented the 2016-2026 Strategic Plan for Library Services. The Texas State Library and Archives Commission requires an approved Long Range Strategic Plan for library services accreditation. To fulfill this requirement, the attached Resolution will need to be approved by Council.																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:																
ALTERNATIVES (In Suggested Order of Staff Preference):																
ATTACHMENTS: (1) Resolution No. R-16-018																
FUNDING SOURCE (Where Applicable):																
RECOMMENDED ACTION: Approve Resolution No. R-16-018 adopting the 2016-2026 Long Range Strategic Plan for the Nancy Carol Roberts Memorial Library																
APPROVALS: Terry K. Roberts																

RESOLUTION NO. R-16-018

A RESOLUTION OF THE CITY OF BRENHAM, TEXAS ADOPTING THE 2016-2026 LONG RANGE STRATEGIC PLAN FOR THE NANCY CAROL ROBERTS MEMORIAL LIBRARY

WHEREAS, the City of Brenham is responsible for providing library services to the residents of the City of Brenham and Washington County;

WHEREAS, the Texas State Library and Archives Commission requires an approved Long Range Strategic Plan for library services accreditation;

WHEREAS, the City of Brenham acknowledges the need for a Strategic Plan for Library Services to provide assessments, community input, guiding values, goals and strategies for implementation;

WHEREAS, the City of Brenham with guidance from the Library Advisory Board and input collected from the community has developed a comprehensive Strategic Plan to set the community's library services standard according to the Texas State Library and Archives Commission and the Texas Library Association for the next ten years;

WHEREAS, the Strategic Plan for Library Services shall be continually reviewed to align with current and future community needs and anticipated growth; and

WHEREAS, the City of Brenham values the public library and its importance as a community resource for literacy, learning, and technology with free and easy access to information.

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

The City Council hereby adopts the 2016-2026 Long Range Strategic Plan for the Nancy Carol Roberts Memorial Library attached hereto as "Exhibit A".

PASSED AND APPROVED this the 14th day of July, 2016.

Milton Y. Tate, Jr. Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary

Exhibit A



*Teach a child to read
and they hold the world
at their fingertips.*

Nancy Carol Roberts Memorial Library Strategic Plan 2016-2026

learning • access • service • community • collaboration



The following individuals were instrumental in the development of the Nancy Carol Roberts Memorial Library Strategic Plan.

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Danny Goss
Gloria Greenwade-Nix
W. Keith Herring
Mary E. Barnes-Tilley
Weldon C. Williams, Jr.

Library Advisory Board

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ACKNOWLEDGEMENTS

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INTRODUCTION

This document is the result of an extensive planning process involving elected officials, board members, staff, industry experts, and most importantly the residents of Brenham. The goals of this process are to (1) create a document which represents the vision for the Nancy Carol Roberts Memorial Library (NCRML) over the next ten years, (2) utilize industry standards to benchmark performance, and (3) define goals and objectives which meet the community's dynamic needs. This document is intended to guide the NCRML, but also incorporates flexibility in responding to unique opportunities as they arise.

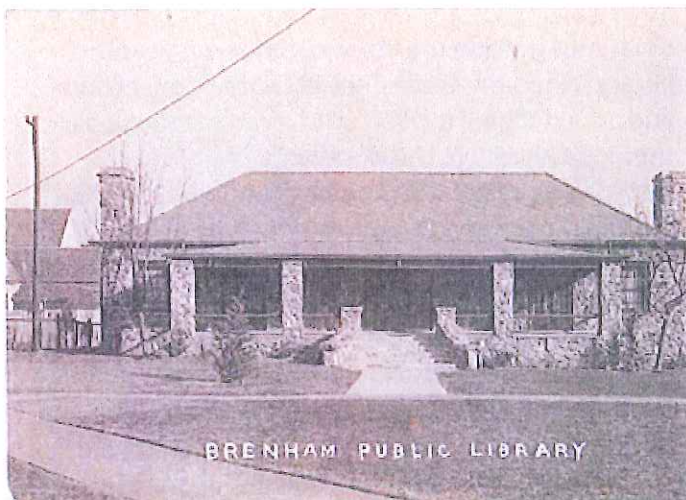
1.1 History of the Library

The Fortnightly Club started the first public library in the Brenham. This club was organized by Mrs. H.C. McIntyre, Mrs. J.M. Key, and Mrs. R.E. Luhn on December 8, 1885. Fourteen ladies became the charter members of the Fortnightly Club of Brenham, meeting every two weeks, which was a fortnight.

The Texas Federation of Literary Clubs was established October 18, 1897, in Waco, and changed its name to the Texas Federation of Women's Clubs the following year. In 1899, the Fortnightly Club of Brenham was recommended for membership in the Texas Federation of Women's Clubs. All clubs were encouraged to establish libraries in their towns. The Fortnightly Club, consisting of twenty-eight members, began working on forming a public library.

One of the charter members met with Col. D.C. Giddings of Giddings & Giddings Bank to ask if he could provide space for the fortnightly activities. He replied, "yes, I have some rooms in the back of the bank. If you ladies are really in earnest, you may use them rent-free. But, I would like to ask that you look especially for books suitable for children. As long as there is a child in Brenham who wants to read good books, the rooms are at your disposal."

The club held a book reception on February 19, 1901. About 100 books were donated, and Col. Giddings added 300 volumes from his private collection. Local citizens also donated books, forming the 1,000 volume nucleus of the Library. In January 1910, the Library was moved to the second floor of city hall located at Vulcan and North Park Streets. By 1914, the Library had a total of 5,500 volumes.



In the autumn of 1933, funds from the Civil Works Administration paid for the labor to build a new Library at the corner of North Baylor and Vulcan Street. The city provided \$3,310.58 for the materials and the Civil Works Administration paid \$7,594.00 for construction workers. The total cost was \$10,904.58. The building was completed on March 29, 1934, and measured 2,160 square feet.

In 1956, the northeast side of the front porch was enclosed and became the children's area. In 1961, the bookcases that separated the club room and the meeting room were moved to accommodate the growth of the Library.

In 1977, the Library received \$33,000 from the sale of Coca Cola stocks donated by Mr. and Mrs. P.N. Roberts, Jr. in memory of their daughter, Nancy Carol Roberts. Nancy lost her life in a tragic accident in the fall of 1971. The Nancy Carol Roberts Memorial Library (NCRML) was completed and dedicated on September 8, 1974, and is located at 100 Martin Luther King, Jr. Parkway. At the time the Library opened, the building's capacity was projected to be adequate to house between 28,000-30,000 volumes.

Just ten years later in 1984, the Library had exceeded its original collection size by amassing a collection of nearly 40,000 volumes. It met or exceeded all but two of the contemporary standards set by the Texas State Library and the Texas Library Association. The Library, however, did not meet the standard for building size or staff size. The recommended size for its service population in 1984 was 13,000 square feet. The actual size was 6,200 square feet.

By 1988, the Library had become very crowded. The demand for services and the growth of the community during the 1980's resulted in an expansion project. Funds were raised by conducting a telethon which netted \$30,000 to \$40,000. Tom and Bonnie Whitehead made a generous donation toward the children's center which was named in memory of Tom and Edythe Whitehead. The Public Affairs Department of the Fortnightly Club raised more than \$9,170 with a the Library Lizards Project. On November 4, 1990, the new addition and expansion was dedicated, adding

over 5,000 square feet to the existing facility. In February 1997, a Texas History and Genealogy Room was established when the Library received a generous donation from Leon and Mimi Toubin. With a generous gift from Mrs. LaVerna Stolz in 1998, the circulation desk was moved forward to enlarge the offices and work rooms. There have been many other generous gifts given to the Library over the years.

As NCRML welcomed the new millennium it began upgrading technology components while maintaining traditional library offerings. A significant investment in Radio Frequency Identification (RFID) technology was made in 2006 allowing patrons to use a self-check machine. The RFID technology used security tags placed in library materials which would be deactivated upon checkout and allowed for a streamlined check in and check out.

A federal grant allowed the library to purchase 14 computers in 2011 and the Library began offering wifi. Wi-Fi is defined as a facility allowing computers, smartphones, or other devices to connect to the Internet or communicate with one another wirelessly within a particular area. The need for fast and comprehensive electronic resources, accessible both in the library and from home continued to grow, and in 2014 the library invested in a new circulation system. The implementation of the new software system called Apollo, simplified and improved the overall operations of the library and allowed patrons to customize and manage their account settings. Apollo allowed patrons to renew and request items, as well as browse the catalog and access electronic databases outside the library. That same year the library joined the Texas Central Digital Consortium and added digital e-books and digital audiobooks through Overdrive. The popularity of library materials in a digital format has continued to grow at a rapid pace and Overdrive is heavily utilized. More recently the library received the Edge grant and was able to invest in chromebooks, laptops, and e-readers that circulate inside the Library. New learning tablets and mp3 players are checked out frequently by children using the library. The expectations of today's public library patrons are much higher and more sophisticated than they

were a decade ago and the Library has made a commitment to meet those demands.

On February 19, 2016, the Library celebrated its 115th birthday. Much has changed since the ladies of the Fortnightly Club established a public library to serve the people of Washington County. The strength of that original commitment can be seen in the support of the present Library.

The City of Brenham provides the majority of operating costs including salaries, utilities, maintenance, and janitorial services. The Library receives additional funding from the Fortnightly Club as well as memorial contributions from the public and Associate Member dues. The Fortnightly Club contributes money raised during its annual Silver Coffee and Book Fair.

Today, with a collection comprised of both standard and digital materials, the Library serves an increasingly diverse and dynamic community. The challenge for the NCRML will be to meet the changing information needs of this expanding and multicultural population.

1.2 The Library Today

For generations, the NCRML has offered critical services to address the needs of all learners and the continued demand for services combined with the growth of the community which has resulted in a much needed facility expansion and modernization project. Work has begun on a new facility which will offer a welcoming environment responsive to the modern library patron's needs. Construction is slated to be complete by Fall of 2016.

According to the 2015 State of America's Libraries Report by the American Library Association (ALA), the perception of libraries is shifting in their communities and in society. "No longer just places for books, libraries of all types are viewed as anchors, centers for academic life and research and cherished spaces"-American Library Association, 2015. An investment in the new library facility is an investment in the community. The library is committed to providing access to information and technology, while developing digital literacy skills, and providing numerous support services. Technology will be the highlight of the new library;

each room and public area of the new facility will integrate carefully planned technology upgrades that will support the library's vision of learning through technology. All planned resources are the result of considering what the community needs to live, learn, thrive, and how the library can meet these goals. The new facility will allow us to fulfill our mission and realize our vision by encouraging a culture of community learning and equal opportunity where people can safely work, explore, innovate, and create. The planned resources will secure the library's place in the community as a forward thinking and technologically advanced organization that encourages digital learning through cutting edge technology offerings. As we look to the future, this strategic plan will guide the policy and decisions we make in a way that is responsive to the growing needs and expectations of the community we serve.

1.3 Vision, Mission, and Values

Vision: What We Aspire To Be

The Nancy Carol Roberts Memorial Library aspires to be:

- a welcoming place where reading, learning and imagination thrive;
- a place where users are empowered by the most appropriate resources, services, access, and information to expand their world; and
- a leading presence and respected voice in our community

Mission Statement

The purpose of the Nancy Carol Roberts Memorial Library is to serve all the residents of Brenham and Washington County by offering resources, services, and facilities which meet their informational, educational, and recreational needs.

Values

NCRML is committed to a set of core values. Adopting these values ensures a thriving Library for us, our children, and grandchildren.

Learning: promoting and nurturing the acquisition of knowledge and literacy in all forms;

Access: making abundant cultural and intellectual resources available to all users;

Service: serving patrons effectively by staying relevant to changing needs and interests. Investing in our staff, technology, and infrastructure to improve service;

Community: providing opportunities for people to meet, exchange ideas, and participate in the life of their community, while in turn strengthening that community; and

Collaboration: accomplishing more with partners working together toward a common goal.

1.4 General Demographic Characteristics

Public library programs and services should be designed to appeal to the entire population. In order to do any kind of analysis and planning, it is important to have current data on the community including population, age distribution, racial makeup and median household income.

Historic Population

As shown in Table 1 the population of Brenham has continued to steadily increase similar to that of the county as a whole. The 2010 Census shows an increase of approximately 16.3% since 2000 and almost a 31.5% increase since the 1990 census. The estimated population for 2013 shows a 2.4% increase in the previous two years.

City	1990	2000	2010	2013 Est.
Brenham	11,952	13,507	15,716	16,101
Washington County	26,154	30,373	33,718	34,147

Table 1: Population

Age Distribution

Understanding age distribution helps to strategically target programs and services towards the needs of various age groups. The table below provides an overview of the age distribution of Brenham and Washington County.

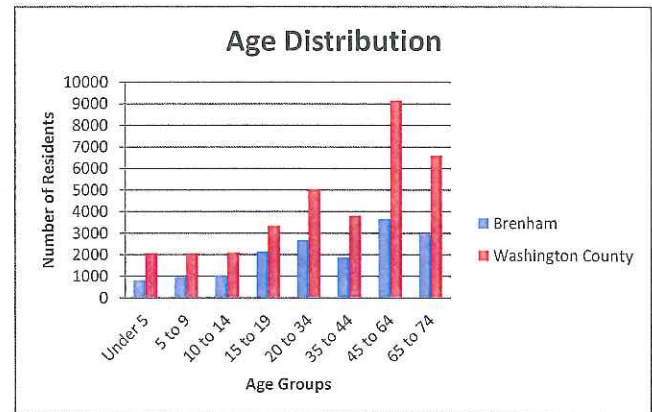


Table 2: Age Distribution

Ethnic Makeup

The ethnic makeup poses an interesting challenge when developing program and service offerings. Statistically the largest ethnic group is Caucasian. Brenham remains higher than the state percentage and lower than the national percentage. Washington County is higher than the state and national average. Although the Hispanic population in Brenham and Washington County is slightly lower than the national percentage, it is less than half the percentage in Texas. Conversely, the percentage of African American population is much higher than the state and national percentage in Brenham and the Washington County.

Race	Brenham 2010	Wash. Co. 2010	Texas 2010	National 2010
Indian	0.3%	0.3%	0.7%	0.9%
Asian	1.8%	1.3%	3.8%	4.8%
African American	23.7%	17.6%	11.8%	12.6%
Hispanic	15.3%	13.8%	37.6%	16.3%
Hawaiian	0%	0%	0.1%	0.2%
Caucasian	58.4%	66.4%	45.3%	63.7%

Table 3: Ethnicity

LIBRARY STANDARDS

2.1 Texas Public Library Standards

The Texas Library Association (TLA) Committee on Public Library Standards was created on an ad hoc basis by the TLA Executive Board in January 1998. It was formed and charged with the creation of qualitative and quantitative standards for public library service in Texas.

In 2003 the Texas State Library and Archives Committee (TSLAC) and the TLA established a Joint TSLAC/TLA Task Force to assess Public Library Standards (PLS) for their timeliness, comprehensiveness, and appropriateness and to recommend any changes, if needed. The Public Library Standards are reviewed every ten years with the most recent review in 2013.

2.2 Purpose

The purpose of these standards is to promote quality library services to all Texans, to raise the expectations of library clientele, and to provide an authoritative document to which library administrators and supporters may refer when justifying requests for funds. These standards are a way to measure and grow services. The standards also establish the minimum criteria requirements for public library accreditation.



2.3 Philosophy

The Joint TSLAC/TLA Task Force on Public Library Standards and Accreditation has affirmed the following imperatives:

- Value all public libraries and their importance as community resources and as a reflection of a varied cultural heritage;
- Value the diversity and uniqueness of libraries across the state;
- Value the needs of our communities;
- Value intellectual freedom and access to information; and
- Value the skills, talents, and contributions of library staff.

Standards may be applied equally across the board or vary by population grouping and levels of service in order to make the standards relevant and meaningful for all libraries.

2.4 Levels of Service

The TSLAC sets the minimum standard for accreditation based on population served. The NCRML is accredited and therefore is eligible for services and grant funding from the Texas State Library. Having met the minimum standards for the basic level of service, NCRML strives to meet the exemplary level of service standards.

The Task Force elected to recognize two service levels: enhanced and exemplary. The enhanced level builds upon the minimum standards and the exemplary upon the enhanced. Libraries which achieve the enhanced or exemplary level will be those where improvement is proactive rather than a reactive process.

For a city, nonprofit corporation, and/or county-established library receiving public funding for public library service, the population served by a public library is the population in the most recent decennial census or official population estimate of the United States Department of Commerce, Bureau of the Census, if available.

The NCRML is funded and maintained by the City of Brenham. TLA defines the service population by the funding source which includes the residents of Brenham according to the 2013 census estimate, 16,101. Brenham is the county seat of Washington County and is the only public library located within the county. The county population is more than double the City of Brenham's population at 34,147.

2.5 Standards and Measurements

Using the 2014 Annual Report and the TSLAC website, we are able to access and compare measurable statistics for the NCRML according to average population 15,000 to 24,999 and statewide.

Library Visits Per Capita equal the total visits (65,506) divided by the population (16,101). Based on the 2014 Annual Report shown below the NCRML is above the average number of visits compared to other towns with a population between 15,000 to 24,999.

A standard is not given for Library Visits Per Capita.

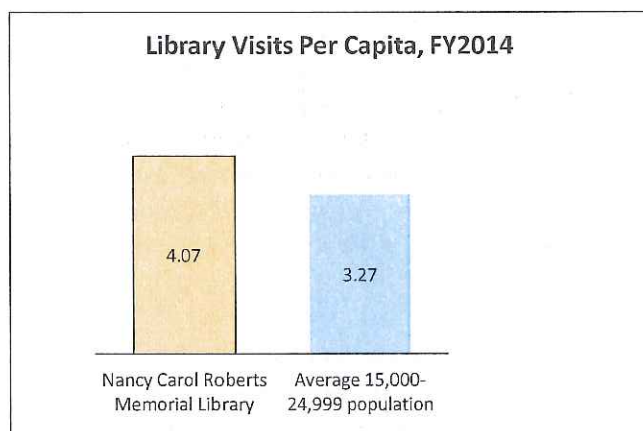


Table 4: Library Visits Per Capita

Collection Standards

The purpose of these standards is to ensure that Texas public libraries provide collections that meet the community needs. The size of the collection is a significant standard only in relation to its use by the community as reflected in circulation per capita and collection turnover rate.

Total Circulation Per Capita is the total circulation size (67,291) divided by population (16,101) which is equivalent to the average 15,000-24,999 population.

For a population ranging between 15,000 and 24,999 we exceed the Enhanced Level of 3.12, but do not meet the Exemplary Level of 5.25.

Brenham, NCRML - 4.18, Enhanced - 3.12, Exemplary - 5.25

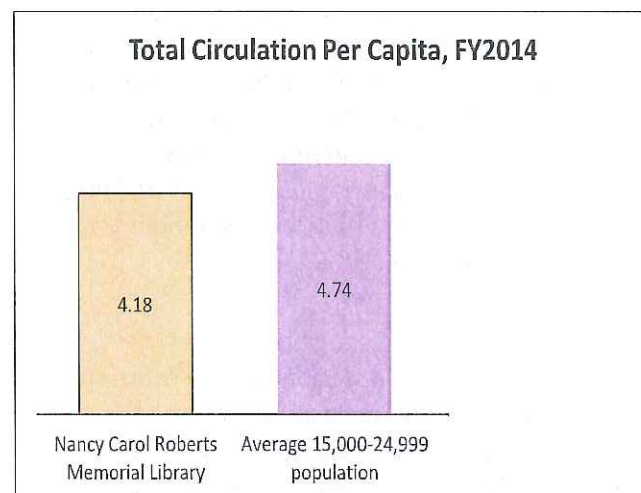


Table 5: Total Circulation Per Capita

When dividing the total circulation (67,291) by the county population (34,147) the circulation rate of 1.97 is well below the Enhance Level of 4.10 for a population between 25,000-49,999. The Exemplary rate is 6.73.

County, NCRML - 1.97, Enhanced - 4.10, Exemplary - 6.73

Collection Turnover Rate equals the total circulation (67,291) divided by the collection size of physical materials (32,402). The NCRML collection turnover rate is larger than the average 15,000-24,999 population.

The collection turnover rate is greater than both Enhanced (0.94) and Exemplary status (1.42).

Brenham - NCRML - 2.05, Enhanced - 0.94, Exemplary - 1.42

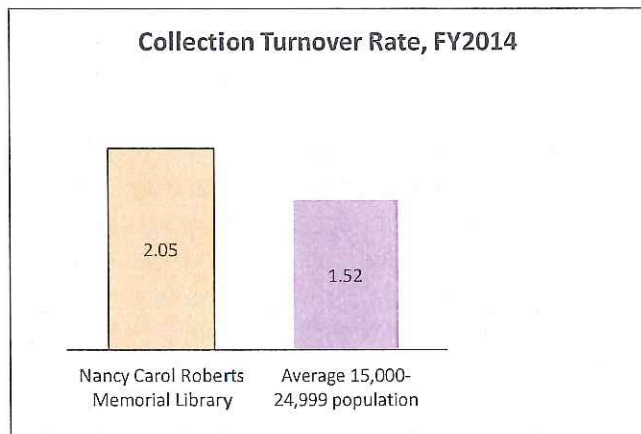


Table 6: Collection Turnover Rate

Compared to the county population range of 25,000-49,999 the NCRML meets the Enhanced Level of Collection turnover rate at 1.77, but does not meet Exemplary Level at 2.97.

County - NCRML - 2.05, Enhanced - 1.77, Exemplary - 2.97

Collection Total Items Per Capita is the collection size or physical materials (32,402) divided by the population size (16,101). NCRML is below the average 15,000-24,999 population.

NCRML does not meet the Enhanced Level of 2.21 items per capita.

Brenham - NCRML - 2.01, Enhanced - 2.21, Exemplary - 3.13

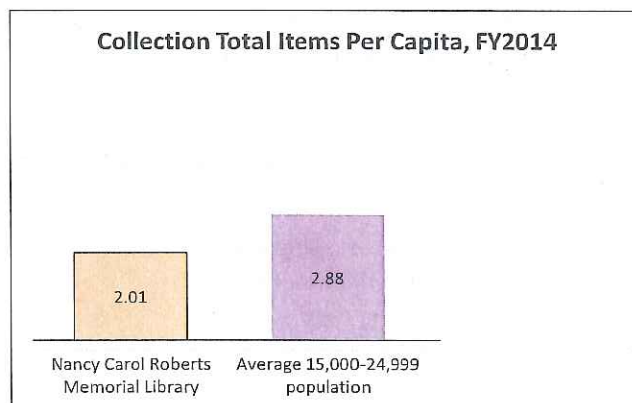


Table 7: Collection Total Items Per Capita

When dividing the collection size or physical materials (32,402) by the county population size (34,147) the collection total items per capita is 0.94. To meet the Enhanced Level for a population size between 25,000-49,999 the NCRML would need to be at 1.95 items per capita. Exemplary Level is 2.46 items per capita. The NCRML does not meet either standard.

County- NCRML - 0.94, Enhanced - 1.95, Exemplary - 2.46

Total Full-Time Equivalent Library Employees. The NCRML currently has 6.5 full-time equivalent (FTE) Library employees. This number is slightly above the average 15,000-24,999 population.

The Enhanced standard for FTE Library staff is one FTE staff per 3,500 residents. Compared to Brenham's population this is equivalent to 4.6 staff. The Exemplary standard equals one FTE staff per 2,500 residents which is 6.44 FTE staff. As shown below, NCRML exceeds the Enhanced Level and is just below meeting Exemplary status for serving a population ranging from 15,000-24,999.

Brenham - NCRML - 6.46, Enhanced - 4.6, Exemplary - 6.44

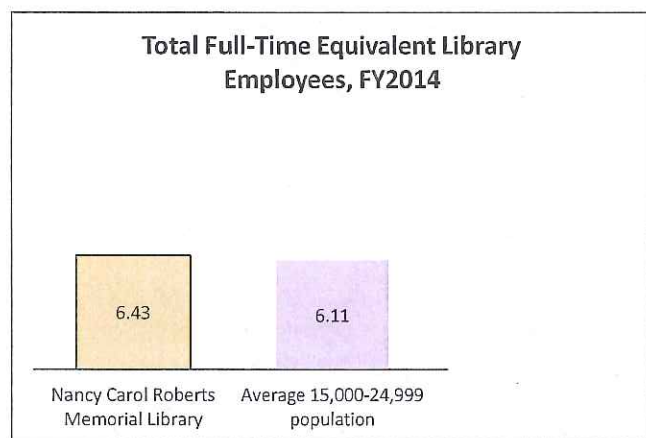


Table 8: Total Full Time Equivalent Library Employees

Based on the Enhanced and Exemplary standards listed above in comparison to the county population which the Library serves, the NCRML would need 9.75 full-time equivalent staff to meet the Enhanced Level standards and 13.6 full-time equivalent staff to meet Exemplary Level standard.

County - NCRML - 6.46, Enhanced - 9.75, Exemplary - 13.6

Accessibility

The NCRML exhibits Exemplary status for both city and county populations based on accessibility for a population 10,000-24,999 and 25,000-49,999. The Library meets and exceeds the following items:

- Library is open at least 55 hours per week;
- Library has a website;
- Library has social media presence;
- Library provides remote access to online catalog; and
- Library provides remote renewals for materials.

Computers for Public Use

According to the TLA standards for all populations, one working computer for public use per 2,000 population served meets the Enhanced Level standard and one working computer for public use per 1,500 population served meets Exemplary standard. Currently, the Library offers 12 computers for public use.

Using Brenham's population of 16,101 the NCRML exceeds both the Enhanced standard of 8.1 and Exemplary standard of 10.7. Using Washington County's population of 34,147, the Library will need 17.1 computers to meet the Enhanced standard and 22.7 computers to meet Exemplary standard.



NEEDS ASSESSMENT

A needs assessment and identification was completed using a demand-based approach. To start, we conducted an analysis of current program offerings. Following the initial step, data was collected from city administrators and staff, the Library Advisory Board, and a community interest survey. Details about each of these data collection processes are reported below along with key results.

3.1 Analysis of Current Offerings

We completed an analysis of the types of programs and services currently provided by NCRML. This information is taken from a report that is prepared by staff on an annual basis. Participation in 2014 is shown below:

- Number of Library visits was 65,506
- Children's program attendance was 17,803
- Young adult programs, none offered
- Adult program attendance, none offered

All of the above combine for a total of 83,309 library users.

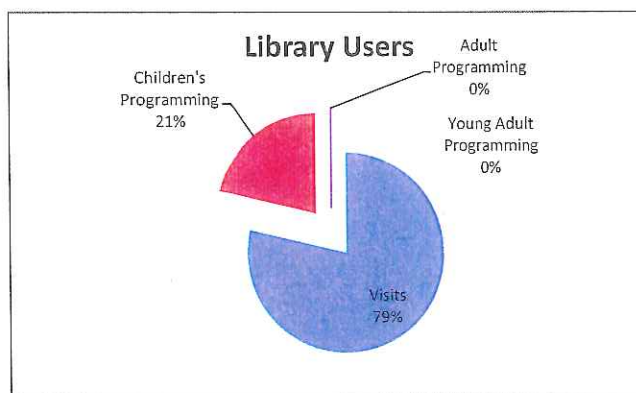


Table 9: Library Users

3.2 Strategic Planning Survey

The first priority was to gather information from those individuals already active in planning for library services in Brenham including city staff and Library Advisory Board members. Many of these individuals have been involved with library services for many years and it was important to capture this community knowledge. Six of ten surveys were completed and returned. Key results are shown below.

Please list two or three things which you think the library does the best.

- children's programming;
- provides computer services to the public;
- customer service; and
- provide reading material that would otherwise be costly for residents

Do you see any areas for potential improvement and/or expansion of programs and services?

- teen programming;
- adult reading groups;
- partner with schools to offer after school technology and related training to reinforce what is used in the classroom;
- offer Google Drive class;
- educate residents about the library and its offerings;
- events such as author presentations; and
- provide loaner electronic readers to library users

What community organizations or groups of people should the library work with to serve its patrons?

- Brenham ISD and Burton ISD;
- Volunteer opportunities for Fortnightly;
- Opportunity to earn badges for Girl Scouts and Boy Scouts;
- Faith Mission;
- Boys and Girls Club of Washington County;
- Private Schools;
- Brenham and Washington County Rotary;
- Senior Activity Center;
- Brenham Heritage Museum; and
- Genealogy Club

3.3 Community Interest Survey

A survey was developed in-house and distributed electronically and in hard copy form at the Library. A number of questions were asked regarding quality of programs and services, preferred forms of communication, and future programming offerings.

A total of 553 responses were collected. The majority of respondents have a 77833 zip code (76.85%). Of those respondents, 69.93% were female and 64.95% were in the 36-69 age group. While income level was well distributed, the majority (83.83%), were Caucasian which is not representative of the city demographics.

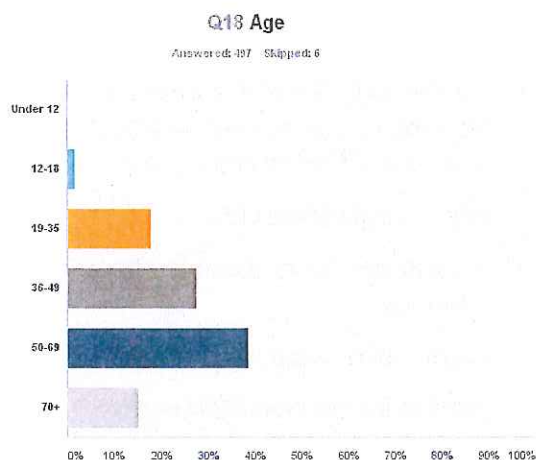


Table 10: Age

Q19 What is your total annual household income?

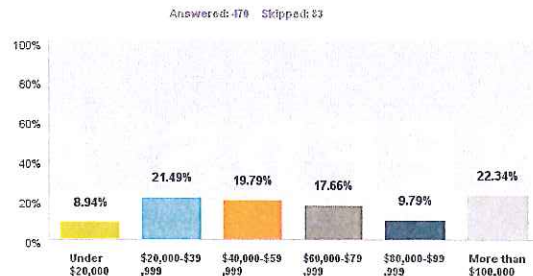


Table 11: Annual Household Income

Based on survey results a majority of patrons (40.07%) use the Library on a monthly basis.

Q2 How often do you use the Library

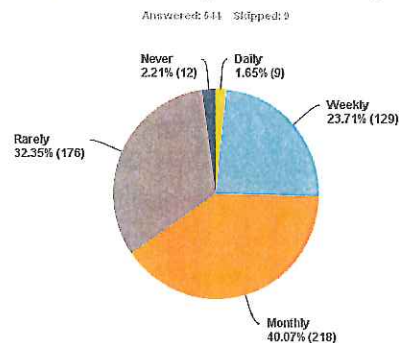


Table 12: How often do you use the Library

The Library's book collection was the number one response when asked, "What do you love most about the Library." Other responses include staff, available computers, and children's story time.

Answer Choices	Responses
Book Collection	40.67%
Staff	14.55%
Avalibility of Computer Use	11.94%
Children's Story Times	10.82%
Audiobooks	7.84%
Digital Collection	3.73%
Video Collection	2.80%
Other	7.65%

Table 13: What do you love most about the Library

"I love the audio books at NCRML, they are awesome. They are convenient and make it easy for me to listen to books when I can't physically read, like when I'm driving my car. Everyone that works at NCRML is extremely helpful and have taught me how to do some much on the computer. They are always willing to lend a helping hand."

A patron of the NCRML

When asked, "What would you like for the Library to improve," responses were distributed fairly equally among answer choices.

Answer Choices	Responses
Hours of Operation	29.48%
Other	29.48%
Events Library hosts such as book discussions and story time	28.60%
Number of books to check out	28.17%
Number of computers available	16.16%

Table 14: What would you like for the Library to improve

We live in a digital age with an Internet economy that is growing exponentially; however, access to the Internet remains a problem in rural communities and low-income households. Of the patrons completing the survey 90.63% own a home computer and almost 20% either use their phone to access the Internet or do not have access to Internet at home. This is not reflective of our patron base.

Q5 What connection does your computer at home have

Answered: 518 Skipped: 15

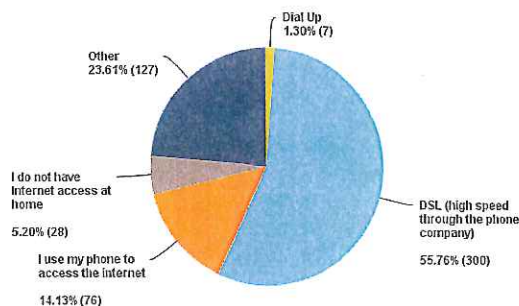


Table 15: What connection does your computer at home have

A Public Library Teacher Survey was emailed to 610 K-12 grade teachers of Brenham ISD and Burton ISD. Approximately 15% responded to the survey with their students in mind. When asked, "In developing homework and tutorial help at the public library, what would you find most beneficial for your students," 28.24% responded with Internet access; 46.58% of respondents said that they would like for us to improve on the number of computers available.

Respondents predict that an average of 50.4% of their students do not have internet access outside of school which is needed to complete homework assignments. This percentage is reflective of what we see from our patrons.

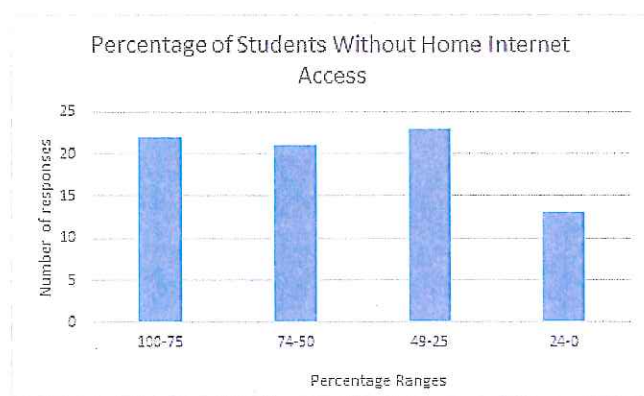


Table 16: Percentage of Students without Home Internet Access

Twelve programming ideas were listed as possible offerings to the community. According to respondents, the top five programs are computer or software classes, books clubs, local history and architecture, arts and crafts, and musical performances.

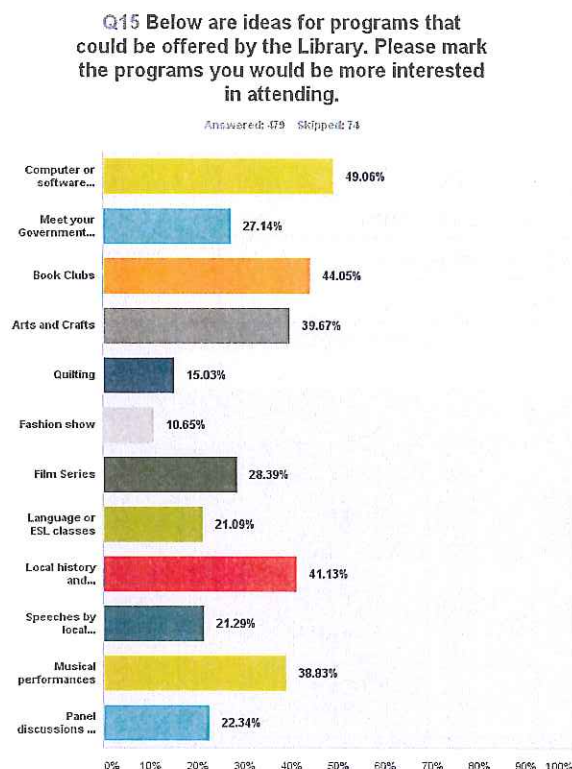


Table 17: Program Ideas

When asked "Is there anything stopping you from using the Library," the following responses were received:

- weekday hours of operation
- limited book selection
- current location is too noisy

It is clear that our patrons' needs are changing and the goals and objectives defined in the following chapter will guide staff moving forward.

GOALS & OBJECTIVES

The following goals and objectives are based on an analysis of existing library conditions and community input. These goals and objectives are intended to serve as guidelines for City projects and programs that will address the needs identified in the planning process.

Goal 1: Support Educational & Learning Opportunities

Strengthen the Library's contribution to the education of the community's youth.

- Develop resources that support school curriculums through collaborative relationships with educators;
- Provide a physical and virtual space dedicated to teens and offer resources that foster positive intellectual, emotional and social development;
- Offer programs that include Science, Technology, Engineering, Art and Math (STEAM); and
- Develop and support a teen advisory board and volunteer program.

Integrate learning into daily life.

- Transform the Library into a learning lab where anyone can experiment with new technologies;
- Expand adult programming opportunities to meet the changing needs by offering diverse programs; and
- Establish a volunteer program for adults.

Support parents, families, and caregivers in their early learning efforts by increasing staff expertise and knowledge of Early Learning.

- Expand offered story times to include evening hours; and
- Train staff on Early Learning programming.

Goal 2: Foster Community Connections

Create alliances and partnerships with local groups to benefit community.

- Collaborate with partners to provide high-demand public services; and
- Become the first choice location for neighborhood meetings.

Strengthen partnership with local school district.

- Coordinate after school homework assistance with schools; and
- Participate in school programs such as Science, Technology, Engineering, and Math (STEM) day and open house to promote library resources.

Goal 3: Empower community by creating awareness of library resources

Communicate the roles of Libraries to the community.

- Develop a library brand and standard marketing plan;
- Promote programs and resources effectively; and
- Improve the website so the public can view Library offerings.

Continue to strengthen the library's outreach to all members of the community.

- Develop senior outreach; and
- Develop programming and services for people with disabilities.

Goal 4: Support Workforce & Economic Prosperity

Educate for digital literacy and basic workplace skills.

- Develop curriculum and provide resources for staff to teach and assist library users; and
- Develop computer competencies for library patrons and teach digital literacy and basic workplace skills.

Enhance resources in all areas of literacy.

- Develop financial literacy resources and related programs; and
- Develop health literacy resources and related programs.

Develop and promote jobs and small business services.

- Provide space for working and collaboration, including meeting and networking space; and
- Facilitate access to supporting series including mentorship and workshops.

I worked for Blue Bell for 33 years but was forced to find a new job recently. The library helped me with my cover letter, resume, job applications, scanning and faxing and now I have a new job. I don't have a computer or internet at home and I always come to the library for help with whatever I need.

A patron of the NCRML

Goal 5: Expand Access to Information, Ideas, & Stories

Preserve and further develop genealogy collection.

- Analyze the current collection and determine preservation needs and collection gaps;
- Improve access to collection through digitalization and indexing as needed;
- Ensure that the local diverse communities are represented in the present and future records collecting; and
- Promote collection and raise public awareness of the importance of historical records and materials.

Develop relevant and inspiring collections that meet the community's evolving needs and expectations.

- Find new and better ways to assess what the public wants in the collection;
- Provide library collections that introduce ideas, build skills, support lifelong learning, and spark creativity;
- Substantially increase the number of e-resources provided by the Library to continue to engage a broad range of interest and languages and reduce wait times for materials; and
- Continue to explore the collection of materials in new formats.

Improve information access and delivery while offering cutting-edge technology.

- Explore innovative services for resource delivery;
- Provide access to relevant and new technology tailored to meet patrons' needs;
- Explore electronic resources such as digital magazines, streaming video, music and audiobooks, and online homework help;
- Give patrons access to new technology such as 3D design and printing, programmable robots, and new tablets/e-readers; and
- Make technology offerings more accessible and easier to use. For example: mobile printing, streamlined computer login process, and checkout of Chrome books or laptops.

Goal 6: Foster an Organizational Culture of Innovation

Build Library staff and institutional capacity to innovate.

- Actively experiment to better serve patrons, implementing successful pilot projects more widely over time;
- Train all staff to be effective promoters of Library resources and services; and
- Create a tech-savvy environment where all staff keeps pace with advances in the world of information services.

Manage change with flexibility.

- Adapt or pioneer service models that revolutionize the way the Library serves its patrons;
- Encourage networking with other successful professionals; and
- Add a bilingual staff position to eliminate the language barrier of a growing Spanish population.

Communicate and celebrate progress.

- Provide regular updates of progress in implementing this plan to the Library board, civic leaders and the public; and
- Celebrate accomplishments with staff and community members.





AGENDA ITEM 13

DATE OF MEETING: July 14, 2016	DATE SUBMITTED: July 6, 2016															
DEPT. OF ORIGIN: Community Services	SUBMITTED BY: Crystal Locke															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☒ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☐ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☐ 2ND READING</td> </tr> <tr> <td>☐ EXECUTIVE SESSION</td> <td>☒ REGULAR</td> <td>☒ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	☐ EXECUTIVE SESSION	☒ REGULAR	☒ RESOLUTION		☐ WORK SESSION	
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☐ SPECIAL	☐ CONSENT	☐ 2 ND READING														
☐ EXECUTIVE SESSION	☒ REGULAR	☒ RESOLUTION														
	☐ WORK SESSION															
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Resolution No. R-16-019 Authorizing the Acceptance of a Grant in the Amount of \$35,000 from the Texas Parks and Wildlife Department for the Expansion of the Skateboard Park Located in Fireman's Park																
SUMMARY STATEMENT: The Local Park Grant Program offered through the Texas Parks and Wildlife Department (TPWD) consists of five individual programs that assist local units of government with the acquisition and/or development of public recreation areas and facilities throughout the State of Texas. The Program provides 50% matching grants on a reimbursement basis to eligible applicants. All grant assisted sites must be dedicated as parkland in perpetuity, properly maintained and open to the public. In Regular Session on September 17, 2015 with Council, Community Services Director, Wende Ragonis presented a funding opportunity through the Texas Parks and Wildlife Department Local Park Small Community Grant Program for an expansion of the Brenham Skate Park facility. Resolution No. R-15-023 was adopted and approved authorizing City staff to prepare and submit a grant application. On June 4, 2015, the BCDC Board of Directors approved a skate park expansion project of \$35,000.00. These funds were used as a match to apply for additional funding through TPWD which would have a total impact of \$70,000.00 for a skate park expansion project. The City of Brenham was notified by TPWD through email of the grant award on March 24, 2016. Staff respectfully requests that Council accepts this grant opportunity. Staff will work closely with TPWD to meet all tasks and fulfill necessary requirements.																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:																

ALTERNATIVES (In Suggested Order of Staff Preference):
ATTACHMENTS: (1) Resolution No. R-16-019; and (2) Local Park Grant Award Agreement Packet
FUNDING SOURCE (Where Applicable):
RECOMMENDED ACTION: Approve Resolution No. R-16-019 authorizing the acceptance of a grant in the amount of \$35,000 from the Texas Parks and Wildlife Department for the expansion of the Skateboard Park located in Fireman’s Park
APPROVALS: Terry K. Roberts

RESOLUTION NO. R-16-019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS AUTHORIZING THE ACCEPTANCE OF A GRANT THROUGH THE TEXAS PARKS AND WILDLIFE DEPARTMENT LOCAL PARK SMALL COMMUNITY GRANT PROGRAM FOR THE EXPANSION OF THE BRENHAM SKATE PARK

WHEREAS, on the 17th day of September, 2015 the City Council of the City of Brenham enacted Resolution No. R-15-023 authorizing the City staff to prepare and submit a grant application to the Texas Parks and Wildlife Department Local Park Small Community Grant Program for the expansion of the Brenham Skate Park ("Project");

WHEREAS, said Project grant application was submitted to the Texas Parks and Wildlife Department Grant Program by grant application dated October 1, 2015;

WHEREAS, Texas Parks and Wildlife Department notified the City of Brenham on March 24, 2016 that grant funding has been awarded to the City of Brenham in the amount of \$35,000.00; and

WHEREAS, the City Council of the City of Brenham desires to accept said grant award in the amount of \$35,000.00, understanding that the City is required to provide a match of fifty percent (50%);

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

1. The City of Brenham hereby accepts the grant award from the Texas Parks and Wildlife Department Grant Program in the amount of \$35,000.00 for the expansion of the Brenham Skate Park;
2. The City of Brenham will comply with all applicable requirements of the Texas Parks and Wildlife Department Grant Program, including allocating funds for the City's fifty percent (50%) match;
3. The Mayor is hereby authorized to execute any necessary documentation related to the grant award described herein.

PASSED AND APPROVED this the 14th day of July, 2016.

Milton Y. Tate, Jr., Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary



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Sent via RGO

Commissioners

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Chairman
Houston

Ralph H. Duggins
Vice-Chairman
Fort Worth

Anna B. Galo
Laredo

Bill Jones
Austin

Jeanne W. Latimer
San Antonio

James H. Lee
Houston

S. Reed Morian
Houston

Dick Scott
Wimberley

Kelcy L. Warren
Dallas

Lee M. Bass
Chairman-Emeritus
Fort Worth

Carter P. Smith
Executive Director

The Honorable Milton Y. Tate, Jr.
Mayor of Brenham
P.O. BOX 1059
Brenham, TX 77834-1059

Re: Brenham Fireman's Park
54-000173

Dear Mayor. Tate:

On **March 24, 2016**, the Texas Parks and Wildlife Commission approved the City's grant proposal for Fireman's Park through the Texas Recreation and Parks Account.

Please print, sign, and upload the attached grant agreement documents under the assigned task in RGO. Once we have received the grant agreement, the required pre-construction tasks will appear. It is imperative that you do not start construction on your project without a "Notice to Proceed" from TPWD.

For additional information you can find the "*Instructions for Approved Projects*" manual under the *Resources* tab in RGO. We have also attached comments to this packet from the resource review conducted on your application.

If planning a groundbreaking or park dedication ceremony please let us know ASAP so we can get it on our calendar. We would also like to encourage you to notify your state and local officials.

I will be your project coordinator and can be reached at 512-389-4656 or at dan.reece@tpwd.texas.gov. I look forward to working with you on the successful completion of this project. Thank you.

Sincerely,

Dan Reece, RLA
Grants Coordinator
Local Park Grants Program
Recreation Grants Branch

cc: Ms. Crystal Locke, Community Services Specialist

TEXAS PARKS AND WILDLIFE

Recreation Grants Branch

To assist you in accepting your recently approved grant, please note the list of documents that require the signature of the official point of contact, originally identified in the resolution submitted with the grant application.

After ensuring all documents have been signed, ***scan only the signed documents*** and upload them as a single document under the assigned task in RGO at:

tpwd-recgrants.fluidreview.com

- Project Agreement
- General Provisions
- Certificate of Land Dedication
- Summary of Guidelines
- Project Boundary Map

Please contact your TPWD Project Coordinator if you have any questions regarding these documents.



TEXAS PARKS AND WILDLIFE DEPARTMENT
LOCAL PARK GRANT PROJECT AGREEMENT

TEXAS RECREATION & PARKS ACCOUNT

Project Sponsor and Name: BRENHAM Fireman's Park

Project Number: 54-000173

Project Period: TPWD Approval Date to July 15, 2019

Total Project Cost: \$ 70,000.00

Approved State Funds: \$ 35,000.00

* * *

PROJECT DESCRIPTION (SCOPE):

The City of Brenham will further develop 22.3-acre Fireman's Park to renovate and expand skatepark.

Fireman's Park is located at 901 N. Park Street in the City of Brenham, Washington County, Texas.

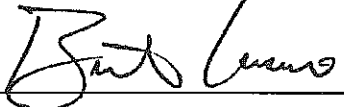
For and in consideration of the mutual covenants and benefits hereof, the Texas Parks and Wildlife Department ("Department") and the "Sponsor" hereby contract with respect to the above described project as follows:

1. The Sponsor is obligated to adhere to all requirements established for the Local Park Grant Program including program guidelines set out at 31 TAC Sec. 61.132-61.139.
2. No work on the project by the Sponsor shall commence until written notice to proceed has been received from the Department.
3. The Sponsor shall furnish the Department an annual report every August 1st for a period of five years following the project completion, providing to the satisfaction of the Department information regarding present and anticipated use and development of the project site.
4. The Sponsor shall install and maintain at the project site a permanent fund acknowledgment sign as prescribed by the Department.
5. All utilities at the project site shall be underground and approved by the Department.
6. The General Provisions dated May 2016 attached hereto are hereby made part of this agreement.
7. The Summary of Guidelines for Administration of Local Park Grant Program or LWCF Acquisition and Development Projects dated January 2008 attached hereto is hereby made part of this agreement.
8. The original application and supplemental documentation submitted by the sponsor are hereby made part of this agreement.

9. The Agreement is effective upon execution by the Department.

* * *

TEXAS PARKS AND WILDLIFE DEPARTMENT

by 

Brent Leisure, State Parks Division Director
Name and Title

6-22-16
TPWD Approval Date

CITY OF BRENHAM

Political Subdivision (Sponsor)

by _____

The Honorable Milton Y. Tate, Jr., Mayor
Name and Title

☒ N/A or ☐ SAM, Date/Initials: 06/22/16 DR

LOCAL PARK GRANT PROGRAM
TEXAS RECREATION AND PARKS ACCOUNT
GENERAL PROVISIONS

Revised May 2016

I. Definitions

- A. The term "Department" as used herein means the Texas Parks & Wildlife Department or any representative delegated authority to act on behalf of the Department.
- B. The term "Project" as used herein means a single project which is the subject of this project agreement.
- C. The term "Sponsor" as used herein means the political subdivision which is party to the project agreement.
- D. The term "LPGP" as used herein means the Local Park Grant Program.
- E. The term "Manual" as used herein means the Local Park Grant Programs Manual.

II. Continuing Assurances

- A. The parties to the project agreement specifically recognize that receipt of program assistance creates an obligation to maintain the property described in the project agreement consistent with the Manual, and the following requirements:
- B. The sponsor agrees that the property described in the project agreement and in the dated project boundary map made part of that agreement is being acquired or developed with program assistance, and that it shall not be converted to other than public recreation use but shall be maintained in public recreation in perpetuity, or for the term of the lease in the case of leased property.
- C. The sponsor agrees that the benefit to be derived by the State of Texas from the full compliance by the sponsor with the terms of this agreement is the preservation, protection, and the net increase in the quality of public recreation facilities and resources which are available to the people of the State, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of assistance under the terms of this agreement.
- D. The sponsor agrees that the property and facilities described in the project agreement shall be operated and maintained as prescribed by the Retention, Operation & Maintenance Responsibilities guidelines of the Manual.
- E. The sponsor agrees that a permanent record shall be kept and available for public inspection to the effect that the property described in the scope of the project agreement, and the dated project boundary map made part of that agreement, has been acquired or developed with program assistance and that it cannot be converted to other than public recreation use.
- F. Nondiscrimination

The sponsor shall comply with Title VI of the Civil Rights Act of 1964, which in part,

- 1. prohibits discriminatory employment practices resulting in unequal treatment of persons who are or should be benefiting from the grant-aided facility.
- 2. prohibits discriminating against any person on the basis of residence.

III. Project Assurances

A. Applicable Circulars

The Sponsor shall comply with applicable regulations, policies, guidelines and requirements including State Uniform Grant and Contract Management Act, Federal Office of Management and Budget 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), as they relate to the application, acceptance and use of State funds for grant assisted projects.

It is the responsibility of the grant sponsor to have a Single Audit done annually according to the Texas Single Audit Circular for state funded projects and according to OMB 2 CFR Part 200 for federally funded projects. A copy of this audit must be furnished to the Department when completed.

TEXAS RECREATION & PARKS ACCOUNT
GENERAL PROVISIONS-Continued

B. Project Application

1. The application for state assistance bearing the same project name as the agreement and associated documents is by this reference made a part of the agreement.
2. The sponsor possesses legal authority to apply for the grant and to finance and construct the proposed facilities. A resolution or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the sponsor to act in connection with the application and to provide such additional information as may be required.
3. The sponsor has the ability and intention to finance the non-State share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

C. Project Execution

1. The project period shall begin with the date of approval by the Parks and Wildlife Commission and shall terminate at the end of the stated or amended project period unless the project is completed or terminated sooner, in which event the project period shall end on the date of completion or termination.
2. The sponsor will cause work on the project to be commenced within a reasonable time after receipt of notification that funds have been approved and assure that the project will be prosecuted to completion with reasonable diligence.
3. The sponsor will require the facility to be designed to comply with the minimum requirements for accessibility for the handicapped in conformance with the Texas Architectural Barriers Act (Article 9102 - Texas Civil Statutes), and the Americans with Disabilities Act of 1990 (PL 101-336). The sponsor will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
4. The sponsor shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all Federal, State, and local laws and regulations.
5. In the event the project covered by the project agreement cannot be completed in accordance with the plans and specifications for the project, the sponsor shall bring the project to the point of recreational usefulness agreed upon by the sponsor and the Department.
6. The sponsor will provide for and maintain competent and adequate architectural and engineering supervision and inspection at the construction site to ensure that the completed work conforms with approved plans and specifications.
7. The sponsor shall furnish quarterly progress status reports to the Department beginning with the date of Parks & Wildlife Commission approval.
8. The sponsor will comply with the provisions of: Executive order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement of water pollution; Executive Order 11990, relating to the protection of wetlands; and the Flood Disaster Protection Act of 1973 (P.L. 93-234) 87 Stat. 975.
9. The sponsor will assist the Department in its compliance with the Texas Antiquities Code (Revised 9/1/87) by
 - (a) consulting with the Texas Antiquities Committee on the conduct of investigations, as necessary, to identify properties listed or eligible for listing as State Archeological Landmarks, and to notify the Department of the existence of any such properties, and by
 - (b) complying with all requirements established by the Department to avoid or mitigate adverse effects upon such properties.

D. Construction

Construction by the sponsor shall meet the following requirements:

1. Contracts for construction must be in compliance with the Local Government Code Chapter 252 (for municipalities), Chapter 262 (for counties), and Chapter 375 (for municipal utility districts). Copies of all advertisements, bids and a copy of the contract shall be provided to the Department.
2. The sponsor shall inform all bidders on contracts for construction that program funds are being used to assist in construction.
3. Written change orders shall be issued for all necessary changes in the facility being constructed. Such change orders shall be submitted to the Department for review and, if approved, shall be made a part of the project file and should be kept available for audit.
4. The sponsor shall incorporate, or cause to be incorporated, into all construction contracts the following provisions:

TEXAS RECREATION & PARKS ACCOUNT
GENERAL PROVISIONS-Continued

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, gender, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, gender or national origin.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246, as amended (3 CFR 169 (1974), and shall post copies of notices in conspicuous places available to employees and applicants for employment.
- (d) The contractor will comply with all provisions of Executive Order No. 11246, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order No. 11246, as amended, and by the rules, regulations, and order of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, as amended, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contract will take such action with respect to any subcontract or purchase order as the contracting agency may direct as means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

E. Conflict of Interests

- 1. No official or employee of the State or local government who is authorized in his official capacity to negotiate, make, accept, or approve, or to take part in such decisions regarding a contract or subcontract in connection with this project shall have any financial or other personal interest in any such contract.
- 2. No person performing services for the State or local government in connection with this project shall have a financial or other personal interest other than his employment or retention by the State or local government, in any contract or subcontract in connection with this project. No officer or employee of such interest is openly disclosed upon the public records of the State, and such officer, employee or person has not participated in the acquisition for or on behalf of the Participant.

F. Project Costs

Project costs eligible for assistance shall be determined upon the basis of the criteria set forth by the Manual.

G. Project Administration

The sponsor shall promptly submit such reports and documentation as the Department may request.

H. Retention and Custodial Requirements for Records

- 1. Financial records, supporting documents, statistical records, and all other records pertinent to this grant shall be retained for a period of three years after final payment; except the records shall be retained beyond the three-year period if audit findings have not been resolved.
- 2. The retention period starts from the date of the final expenditures report for the project.
- 3. Microfilm copies are authorized in lieu of original records.

TEXAS RECREATION & PARKS ACCOUNT
GENERAL PROVISIONS-Continued

4. The Department, State Comptroller of Public Accounts, State Auditor Office, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the sponsor which are pertinent to a specific project for the purpose of making audits, examinations, excerpts and transcripts.

I. Project Termination

1. The Department may temporarily suspend program assistance under the project pending corrective action by the sponsor or pending a decision to terminate the grant by the Department.
2. The sponsor may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the sponsor only by mutual agreement with the Department.
3. The Department may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the sponsor has failed to comply with the conditions of the grant. The Department will promptly notify the sponsor in writing of the determination and the reasons for termination, together with the effective date. Payments made to the sponsor or recoveries by the Department under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
4. The Department or sponsor may terminate grants in whole, or in part, at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portions to be terminated. The sponsor shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Department may allow full credit to the sponsor for the State share of the non-cancelable obligations, property incurred by the sponsor, pending written receipt of the determination and the reasons for termination, together with the effective date. Payments made to the sponsor or recoveries by the Department under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the sponsor and the Department, or that all funds provided by the Department be returned.

J. Noncompliance

In the event that the sponsor does not comply with provisions as set forth in the grant project agreement and the Manual regarding both active project compliance and compliance at previously assisted grant sites, the following actions may be taken:

1. The Department may withhold payment to the sponsor;
2. The Department may withhold action on pending projects proposed by the sponsor;
3. If the above actions do not achieve program compliance, the Department may involve the State Attorney General's Office, pursuant to Section 24 of the Parks & Wildlife Code.

* * * * *

I have read the General Provisions and understand that the project sponsor which I represent will be responsible for compliance with the above conditions as a result of the receipt of grant assistance from the Texas Recreation & Parks Account Program. It is also understood that the General Provisions are part of the grant project agreement.

Project Name and Number: BRENHAM Fireman's Park, Project Number 54-000173

Signature of Official Authorized in Resolution

The Honorable Milton Y. Tate, Jr., Mayor
Name and Title

Date

**SUMMARY OF GUIDELINES FOR ADMINISTRATION OF
TEXAS RECREATION & PARKS ACCOUNT
LOCAL PARK GRANT PROJECTS**

(Revised January 2008)

The Texas Parks & Wildlife Commission, by authority of Chapters 13 and 24 of the Parks & Wildlife Code, has adopted Guidelines for Administration of Grant Acquisition and Development Projects, to read as follows:

It is the Commission's policy that the Department shall administer local projects in accord with the following guidelines, with interpretation of intent to be made to provide the greatest number of public recreational opportunities for citizens of Texas.

Approved projects shall be pursued in a timely manner by the sponsor, unless delays result from extraordinary circumstances beyond the sponsor's control. Failure to meet the following time frames may be grounds for the Department to initiate cancellation of the affected project in order to recommend reallocation of available funds to other projects, or to deny requests for additional grant funds for new projects:

ACTIVITY	TIME FRAME
Commission Approval	Begin 3-year project period (4-year max)
Grant Agreement Execution (Department & Sponsor)	As soon as possible after Commission approval
Pending Documentation such as: • U.S. Army Corps of Engineers 404 • TCEQ Permits • Environmental Resources Survey • THC Cultural Resources Survey and Clearance • TPWD Biological Consultations • ROW Abandonment • Lease/Joint-Use Agreement Execution, etc.	Within 6 months of grant agreement date
Quarterly Status Reports (beginning with Commission approval)	On or before January 15 th , April 15 th , July 15 th and October 15 th
Appraisal Submission	As soon as possible after grant agreement date
Appraisal Approval	Within 6 months of appraisal submission
Land Acquisition	As soon as possible after appraisal approval
Construction Plan Submission	Within 6 months of land acquisition for projects involving acquisition, or Within 6 months of grant agreement date for development only projects.
Periodic Reimbursement Billings	Every 90 days <u>if possible</u> (minimum \$10,000 request)
Project Completion and Grant Close-Out	Within 3 years after Commission approval (but in no case after the 4 th fiscal year)

TEXAS PARKS AND WILDLIFE DEPARTMENT
CERTIFICATE OF LAND DEDICATION FOR PARK USE

TEXAS RECREATION AND PARKS ACCOUNT PROGRAM

This is to certify that a permanent record shall be kept in the **CITY OF BRENHAM** public property records and be made available for public inspection to the effect that the property described in the scope of the Project Agreement for **BRENHAM Fireman's Park, Project Number 54-000173**, and the dated project boundary map made part of that Agreement, has been acquired or developed with Texas Recreation and Parks Account assistance and that it cannot be converted to other than public recreation use without the written approval of the Texas Parks and Wildlife Department.

CITY OF BRENHAM

Political Subdivision

By _____

The Honorable Milton Y. Tate, Jr., Mayor

Name and Title

Date

SUMMARY OF GUIDELINES (Continued)

The following criteria will be used to determine sponsor eligibility for additional funding:

- Funding history and previous performance
- All previously completed Department sponsored grant projects must be in compliance with all the terms of the Project Agreement under which they received assistance and all program guidelines; and
- For active grants, all required project documentation (such as appraisals, construction plans, quarterly status reports, and reimbursement requests) must be complete and have been received on schedule, if due; and
- All active projects which are at least two years old must be reimbursed for a minimum fifty percent of the approved grant amount; and
- The total of approved grant funds which have not been reimbursed may not exceed \$2 million for all active grant projects.

A grantee may also be considered to be "high risk" based on financial stability or non-conforming management standards, requiring additional special conditions and restrictions as determined by grant management standards.

FAILURE TO MEET ANY ONE OF THE ABOVE CRITERIA MAY BE GROUNDS FOR DENYING NEW GRANT FUNDS. ASSESSMENT OF THE ABOVE CRITERIA IN CONJUNCTION WITH REQUESTS FOR NEW GRANTS WILL BE MADE PRIOR TO SUBMISSION OF FUNDING RECOMMENDATIONS TO THE PARKS AND WILDLIFE COMMISSION.

* * * * *

I have read the "Summary of Guidelines for Administration of Local Park Grant Program Projects" and understand that the project sponsor, which I represent, will be responsible for compliance with the above conditions as a result of the receipt of grant assistance from the Local Park Grants Program. It is also understood that the "Summary of Guidelines for Administration of Local Park Grant Projects" is part of the grant Project Agreement.

Signature of Official Authorized in Resolution

Date

The Honorable Milton Y. Tate, Jr., Mayor
Name and Title

Brenham Fireman's Park 54-000173
Project Name and Number

BUDGET SUMMARY

PROJECT: BRENHAM Fireman's Park	REIMBURSEMENT REQUEST NO.
PROJECT NUMBER: 54-000173	
	PERIOD COVERED:

ESTIMATE	COMPLETED LAST REQUEST	COMPLETED THIS PERIOD	TOTAL COMPLETE

1. PROFESSIONAL SERVICES

Construction Plans & Specifications
Limited to 12% of Construction Elements

2. CONSTRUCTION ELEMENTS

1. Skatepark

\$	70,000.00			
\$	70,000.00			
\$	0.00			
\$	70,000.00			

3. LAND ACQUISITION

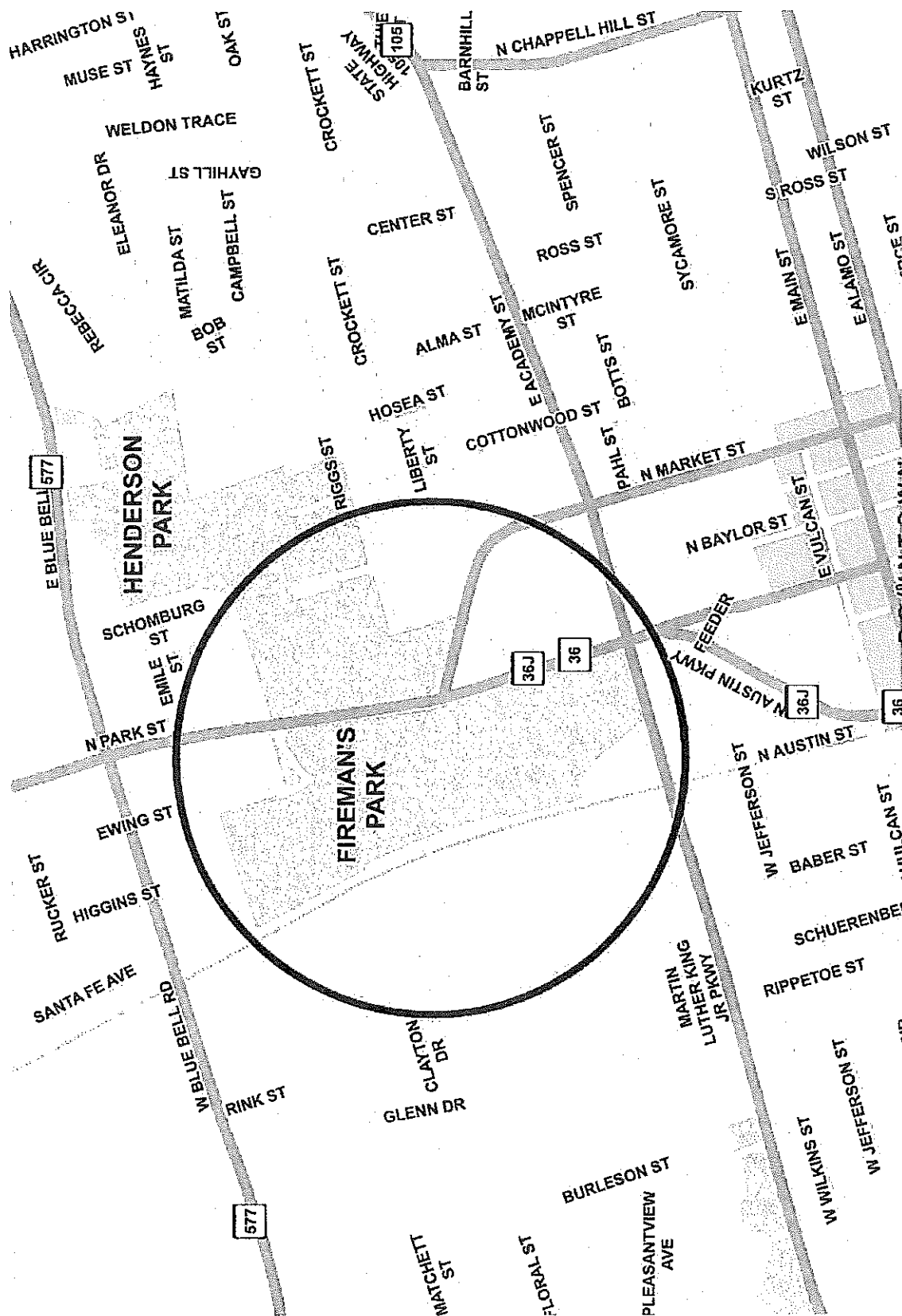
0.00			

*Restroom being constructed outside the grant

TOTAL PROJECT COST	\$	70,000.00			
---------------------------	----	-----------	--	--	--

MATCH: \$35,000.00

0%



BRENHAM Fireman's Park
TPWD# 54-000173

LOCATION MAP

Alternate Applicant Contact

Identify an staff member for day-to-day contact, must be applicant staff

Name

Crystal Locke

Title

Community Services Specialist

Email Address

CLocke@cityofbrenham.org

Phone Number

979-337-7254

Alternate Phone Number (Cell)

979-451-0902

Was this application prepared by someone other than the authorized official or staff person named above?

No

PARK PROJECT INFORMATION

The entire park is intended to be dedicated parkland, in perpetuity, as a result of receiving park grant funding.

Park Name

Fireman's Park

County

239 Washington

Physical Address of the Project Site

901 N. Park Street
Brenham, Texas 77833

NO HISTORIC
PROPERTIES AFFECTED
PROJECT MAY PROCEED
By A. Wolf Justin Kuckritz
for Mark Wolfe
State Historic Preservation Officer
Date 1/20/2016
#201603540

OFFICE MEMORANDUM

TO: Lana Daniels
Recreation Grants Program

FROM: Beth Bendik
Watershed Policy & Management
Inland Fisheries Division

SUBJECT: Fall 2015 Small Community Grant Application Review

DATE: 02/05/2016

COORDINATION - ROUTING			
DIV.	NAME	INITIAL	DATE
IF	Beth Bendik		2-5-16
REMARKS:			
RETURN TO:			

TPWD Inland Fisheries, Coastal Fisheries and Wildlife Division staff has been consulted to assess regulatory compliance and identify potential adverse environmental impacts of proposed Recreation Grant applications. Reviewed applications are separated into four categories, with "Category 1" being of least concern, and "Category 4" being of the greatest concern.

CATEGORY 1

Category 1 includes projects for which none of the considered permits appear to be needed and that staff believes will have no significant adverse environmental impacts as proposed. In general, these projects may further reduce or avoid adverse impacts by implementing appropriate comments in the "General Comments" attachment.

Brenham – Fireman’s Park II/Brenham Skate Park expansion project (ERCS# 35947):

The proposed park project would include an expansion of the current skate park on an existing concrete slab from a former tennis court.

Staff have no concerns regarding this project.

Questions regarding environmental review of this recreation grant project can be directed to Beth Bendik of the Inland Fisheries Division (512-389-8521) or Rachel Lange of the Wildlife Division (361-576-0022).

ATTACHMENT

Types of Permits

- USACE "404" permit (activities affecting wetlands or aquatic areas)
The U.S. Army Corps of Engineers (USACE) should be consulted prior to commencement of projects that propose to place fill material or structures, whether from general land grading activities, buildings, piers, foot bridges or other activities, into wetlands or waters of the U.S. to determine the regulatory status of the proposed activity. Compensation may be required for any encroachment into these areas.
- TCEQ "401" water quality certification (water quality of wetlands or aquatic areas) (Mr. David Galindo 512-239-0951)
- TCEQ Water Rights Permit (diversion or impoundment of water in waterways) (TCEQ Water Rights Permitting and Availability Section 512-239-4691)
- EPA Construction/Stormwater permit (1 or more acres disturbed)
U.S. Environmental Protection Agency should be contacted for projects proposing to disturb one or more acres of land. (Mr. Everett Spencer 214-665-8060 or TCEQ 512-239-4671)
- USFWS clearance (federally listed threatened & endangered species/habitat)
The U.S. Fish and Wildlife Service (USFWS) should be consulted, if Natural Diversity Database search indicates activities may impact federally listed species or habitat, to assist in the evaluation of the proposed activities that may affect federally listed rare, threatened, or endangered wildlife species. Further consultation or surveys may be necessary to determine impact.
- TPWD Sand and Gravel permit (disturbance of state navigable waterways or bay bottoms)
The TPWD biologist coordinating the Sand, Shell, Gravel and Marl (SSGM) program should be consulted to evaluate activities involving the disturbance or taking of material from the beds or bottoms of State-navigable streambeds and bay bottoms. (Mr. Tom Heger 512-389-4583)
- TPWD Aquatic Resource Relocation Plan
If construction occurs during times when water is present and dewatering activities or other harmful construction activities are involved, then TPWD recommends relocating potentially impacted native aquatic resources in conjunction with a *Permit to Introduce Fish, Shellfish or Aquatic Plants into Public Waters* and an Aquatic Resource Relocation Plan. (Mr. Don Pitts 512-389-8754 or don.pitts@tpwd.texas.gov)
- TPWD Inland Fisheries Division (Permit to Introduce Fish, Shellfish, or Aquatic Plants into Public Waters)
The TPWD Fisheries Division should be consulted for required permits if any aquatic organisms are to be stocked or relocated within waters of the State. (Ms. Luci Cook-Hildreth 512-389-8750)

Other Recommended Coordination

- TPWD Inland Fisheries Division (establishment and management of pond fisheries)
- TPWD Wildlife Division – Wildscapes or Urban Wildlife Programs (beneficial planting/landscaping/xeriscaping)
 - Urban Wildlife program coordinator - Richard Heilbrun 210-688-6447
 - TPWD Wildscapes program administrator - Mark Klym 512-389-4644
- The Natural Diversity Database should be consulted to assist with the data search for state or federally listed rare, threatened, or endangered plant & wildlife species; as well as other rare or unique habitats and ecological resources. (Mr. Bob Gottfried 512-389-8744)

- TPWD Wildlife Division – Habitat Assessment Program (terrestrial habitat impacts/planting) (Ms. Julie Wicker 512-389-4579)
- TPWD Inland Fisheries Division – Watershed Conservation Team (wetland and aquatic habitat impacts/enhancement/creation) (Mr. Tom Heger 512-389-4583)

General Comments

1. Trails along creek banks and lake shores should be set back far enough that they do not cause or exacerbate erosion of the banks, either from construction activities or long-term use. Pedestrian creek crossovers should be located in areas where vegetation removal or disturbance can be avoided or minimized. The crossovers should span the entire creek channel with the headwalls at or above the top of the bank in order to avoid destabilizing the bed and banks.
2. Impervious vehicular and pedestrian use areas such as roads, walking tracks and parking areas should not impede natural surface water drainage. Stormwater runoff should be treated before discharging into nearby waterways by directing runoff into vegetated swales, retention or detention ponds, or similar pre-treatment areas.
3. Landscaping and revegetation plans should incorporate native plants, including grasses, whenever possible. Locally adapted natives can increase survival and reduce maintenance and watering needs while providing benefits to wildlife. Mowing only essential use areas will allow native grasses to prosper, generally without additional irrigation. Maintenance activities should be reduced as much as feasible in all areas except sport fields and playgrounds, and restricted to after seed-set (late fall) to promote reseeding and increased wildlife value. Enhancement of existing native grasses or prairie remnants can be assisted by limiting mowing practices and reseeding exposed areas with native grasses and forbs. After all, as many communities are learning, access to wildlife for casual recreation is not only a valued public benefit itself, but also a potential boost to the local economy.
4. Disturbance of native vegetation should be avoided or minimized during land alteration activities by using site planning and construction techniques designed to preserve existing native trees, shrubs, grasses and forbs, aquatic and wetland systems. Should any losses be deemed unavoidable, it is recommended that native plant species be used in mitigation and landscaped areas that are beneficial to fish and wildlife endemic to the area. Also, where possible, clearing of understory vegetation should be minimized because such vegetation provides habitat to small mammals and birds. Natural buffers contiguous to wetlands and aquatic systems should remain undisturbed, to preserve wildlife cover, food sources, travel corridors, and protect water quality of wetlands and waterways.
5. Soil erosion and siltation should be minimized using haybales, silt screens, or similar soil erosion prevention techniques. In order to enhance the stabilization of exposed soils, newly graded areas should be seeded or sodded with native grasses, while graded embankments should not exceed a 4:1 slope.
6. Park sites containing ponds or proposing the construction of a pond should take measures to insure that any domesticated waterfowl that take up residence at the pond are removed immediately by legal means. Domestic waterfowl pose a danger to native wild duck populations by providing a disease vector for duck plague, New Castle Disease, avian cholera, avian tuberculosis, chlamydiosis, bird flu and West Nile virus. Furthermore, the close genetic relationship between domestic and wild waterfowl can result in hybrid offspring, which has the effect of diluting the gene pool of wild populations and presents the possibility of breeding native species out of existence. Signs should be placed in the vicinity of park ponds to educate the public on the negative impacts of the release and feeding of domestic waterfowl.

Controlled Plants

No person may import, possess, sell, or place into water of this state exotic, harmful, or potentially harmful fish, shellfish, or aquatic plants except as authorized by rule or permit issued by Texas Parks & Wildlife.

Family	Scientific name	Common name
Amaranth family: Amaranthaceae	<i>Alternanthera philoxeroides</i>	alligatorweed
Sumac family: Anacardiaceae	<i>Schinus terebinthifolius</i>	Brazilian peppertree
Arum family: Araceae	<i>Pistia stratiotes</i>	water lettuce
Morning-glory family: Convolvulaceae	<i>Ipomoea aquatica</i>	swamp morning-glory
Water Milfoil family: Haloragaceae	<i>Myriophyllum spicatum</i>	Eurasian watermilfoil
Tape-grass family: Hydrocharitaceae	<i>Ottelia alismoides</i>	ducklettuce
	<i>Hydrilla verticillata</i>	hydrilla
	<i>Lagarosiphon major</i>	oxygen-weed
	<i>Spirodela oligorhiza</i>	duckweed
Loosestrife family: Lythraceae	<i>Lythrum salicaria</i>	purple loosestrife
Myrtle family: Myrtaceae	<i>Melaleuca quinquenervia</i>	punktree
Grass Family: Poaceae	<i>Panicum repens</i>	torpedo grass
Water-Hyacinth family: Pontederiaceae	<i>Eichhornia azurea</i>	anchored water hyacinth
	<i>Eichhornia crassipes</i>	common water hyacinth
	<i>Monochoria hastata</i>	arrowleaf falsepickerelweed
	<i>Monochoria vaginalis</i>	heartshape false pickerelweed
Salvinia Family: Salviniaceae	all species of genus <i>Salvinia</i>	
Figwort Family: Scrophulariaceae	<i>Limnophila sessiliflora</i>	Asian marshweed
Potato family: Solanaceae	<i>Solanum tampicense</i>	scrambling nightshade
Bur-reed family: Sparganiaceae	<i>Sparganium erectum</i>	simplestem bur-reed



AGENDA ITEM 14

DATE OF MEETING: July 14, 2016	DATE SUBMITTED: July 6, 2016	
DEPT. OF ORIGIN: Development Services	SUBMITTED BY: Lori Lakatos	
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION	ORDINANCE: ☐ 1ST READING ☐ 2ND READING ☐ RESOLUTION
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon the Approval of a Professional Services Agreement with Gunda Corporation, LLC for Engineering Services Related to Burleson Road Culvert Replacement and Authorize the Mayor to Execute Any Necessary Documentation		
SUMMARY STATEMENT: Burleson Street crossing at an unnamed tributary to Sandy Creek was washed out in the April 2016 storm event. The road was almost repaired when the May 2016 storm event washed out the road and most of the base repairs that were made. Due to the potential of no access or limited access to the citizens that live along Burleson Street during a storm event it is recommended to design and construct a crossing that is more reliable. The waterline will also be redesigned for the new road section.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference): N/A		
ATTACHMENTS: (1) Professional Services Agreement		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: Approve a Professional Services Agreement with Gunda Corporation, LLC in the amount of \$73,232.00 for engineering services related to Burleson Road Culvert Replacement and authorize the Mayor to execute any necessary documentation		
APPROVALS: Terry K. Roberts		

**PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
PROJECT NO. E2016-03
CITY OF BRENHAM BURLESON ROAD CULVERT REPLACEMENT**

**THE STATE OF TEXAS §
 §
COUNTY OF WASHINGTON §**

THIS AGREEMENT made on the _____ day of _____, 2016 entered into, and executed by and between the City of Brenham, Texas (the "City"), a municipal corporation of the State of Texas, and Gunda Corporation, LLC ("Engineer").

WITNESSETH:

WHEREAS, the City desires to replace a failed drainage culvert crossing Burleson Road, said culvert serving an unnamed tributary of Sandy Creek (the "Project"); and

WHEREAS, the services of a professional engineering firm are necessary to provide land surveying, project planning, project design, and preparation of construction documents, and

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

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

**SECTION I
SCOPE OF AGREEMENT**

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

**SECTION II
CHARACTER AND EXTENT OF SERVICES**

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

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

SECTION III OWNERSHIP OF WORK PRODUCT

Engineer agrees that the City shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by Engineer pursuant to this Agreement. The City shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, determinations, recommendations, computer files, and other documents prepared or acquired pursuant to this Agreement with the same force and effect as if the City had prepared or acquired the same.

SECTION IV TIME FOR PERFORMANCE

The time for performance of the Scope of Work is 60 calendar days beginning from the execution date of this Agreement. Upon written request of Engineer, the City may grant time extensions to the extent of any delays caused by the City or other agencies with which the work must be coordinated and over which Engineer has no control.

SECTION V COMPLIANCE AND STANDARDS

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

SECTION VI INDEMNIFICATION

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

SECTION VII

ENGINEER'S COMPENSATION

For and in consideration of the services rendered by Engineer pursuant to this Agreement, the City shall pay Engineer only for the actual work performed under the Scope of Work, on the basis set forth in Attachment "A," up to an amount not to exceed \$73,232.00, including reimbursable expenses as identified in Attachment "A."

SECTION VIII TERMINATION

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

SECTION IX ADDRESSES, NOTICES AND COMMUNICATIONS

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

Gunda Corporation, LLC
32731 Egypt Lane, Suite 501
Magnolia, TX 77354
Attn: Kyle A. Bertrand, P.E.

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

City of Brenham
200 W. Vulcan St.
Brenham, TX 77833
Attn: City Engineer

SECTION X LIMIT OF APPROPRIATION

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

SECTION XI SUCCESSORS AND ASSIGNS

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

SECTION XII MODIFICATIONS

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

SECTION XIII ADDITIONAL SERVICES OF ENGINEER

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

SECTION XIV CONFLICTS OF INTEREST

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

SECTION XV PAYMENT TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

Invoices for Basic and Additional Services and reimbursable expenses will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to the City by Engineer at least monthly. Invoices are due and payable thirty (30) days after receipt by the City.

SECTION XVI INSURANCE

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

SECTION XVII MISCELLANEOUS PROVISIONS

A. This Agreement is subject to the provisions of the Texas Prompt Payment Act, Chapter 2250 of the Texas Government Code. The approval or payment of any invoice shall not be considered to be evidence of performance by Engineer or of the receipt of or acceptance by the City of the work covered by such invoice.

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

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

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

IN WITNESS WHEREOF, the City of Brenham has lawfully caused this Agreement to be executed by the City Manager of said City and attested by the City Secretary and Gunda Corporation, LLC, acting by and through its duly authorized officer/representative, does now sign, execute, and deliver this instrument.

EXECUTED on this _____ day of _____, 2016.

ENGINEER:

Gunda Corporation, LLC

By: Rajesh Tanwani
Name: Rajesh Tanwani, P.E.
Title: Vice President

CITY OF BRENHAM, TEXAS

Milton Tate, Mayor

ATTEST:

Jeana Bellinger, City Secretary

ATTACHMENT “A”
PART A - SCOPE OF SERVICES
City of Brenham
Project No. E2016-03
Burleson Road Culvert Replacement

Description of Project

The project proposed by the City of Brenham includes replacement of a failed drainage culvert crossing Burleson Road at an unnamed tributary to Little Sandy Creek. It is understood that it is the City’s desire to accelerate this section of the overall project for construction, exhibit and site photos attached.

Scope of Services

The scope of services for this project will include professional engineering and land surveying services necessary for the design and preparation of construction documents (Phase II Engineering Services) suitable for public bid for construction of the proposed improvements including potential City of Brenham utility adjustments and/or relocation within the project area. Other supporting tasks included in this scope of services are:

Conduct field survey to obtain as-built and/or new topographic survey of the subject area necessary for final design of the facility and temporary traffic control required during construction of same. (Sub consultant proposal attached)

Review and update private utility research in the vicinity of the project and illustrate findings on the construction documents accordingly. Assist the City with utility company coordination for private facilities determined to be in conflict with construction of the proposed improvements.

Review of most current hydraulic modeling, reports, and plans previously prepared and provide recommendations for modifications to the City.

Preparation of a storm water pollution prevention plan required during construction activities.

Gunda will prepare an estimate of probable construction costs for facilities designed and/or prepared in this scope of services.

Gunda will assist the City with the bidding and award process to include preparation of advertisements, assistance and/or facilitating a pre-bid bid meeting, response to bidder questions, addenda, bid opening, bid review, and award recommendation.

Gunda will provide Phase III construction services to include shop drawing reviews, review of contractor request for information (RFI) and recommended response, attendance at construction progress meetings, periodic site visits, attendance of final inspection and punch list preparation, project close-out. This scope of does not include full or part time inspection services. However, those services can be added by supplemental if desired.

Geotechnical and Material Testing during Construction – See attached proposal from Sub Consultant.

PART B – BASIS OF COMPENSATION AND REIMBURSABLE EXPENSES

Project No. E2016-03

Burleson Road Culvert Replacement

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

The recommended budget for this scope of services is:

Phase II & III Engineering Services	\$38,600.00
Hydraulic Analysis	\$ 3,960.00
Topographic Survey (If Needed)	\$ 3,685.00
Stormwater Pollution Prevention Plan (SW3P)	\$ 2,750.00
Geotechnical Study	\$ 4,950.00
Materials Testing	\$16,787.00
<u>Reimbursable Expenses</u>	<u>\$ 2,500.00</u>
Total Recommended budget	\$73,232.00

Notes: 1. Reimbursable Expenses shall be invoiced and paid based on cost of service provided plus 10% markup. These services include travel, deliveries, postage, graphical reproduction, etc.

ATTACHMENT “B”

INSURANCE



AGENDA ITEM 15

DATE OF MEETING: July 14, 2016		DATE SUBMITTED: July 7, 2016															
DEPT. OF ORIGIN: Public Utilities		SUBMITTED BY: Lowell Ogle															
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:															
☒ REGULAR	☐ PUBLIC HEARING	☐ 1ST READING															
☐ SPECIAL	☐ CONSENT	☐ 2ND READING															
☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION															
	☐ WORK SESSION																
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Bid No. IFB 16-009 for Bulk Water Treatment Chemicals and Authorize the Mayor to Execute Any Necessary Documentation																	
SUMMARY STATEMENT: The City of Brenham solicited bids for a one (1) year supply of Liquid Aluminum Sulfate and Chlorine to be delivered to the Brenham Water Treatment Plant. The contract will be for one (1) year with firm bid pricing allowing two (2) one-year renewals. The contract would be effective beginning the date of award by Council. On June 10, 2016 we received and opened 6 bids. Staff recommends awarding the bid to the following vendors.																	
Vendor	Chemical	Bid Price	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="padding: 5px;">Est Annual Usage</th> <th style="padding: 5px;">Extended Price</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">Brenntag Southwest</td> <td style="padding: 5px;">Liq Alum Sulfate</td> </tr> <tr> <td style="padding: 5px;">\$192.80/ton</td> <td style="padding: 5px;">350 tons</td> </tr> <tr> <td style="padding: 5px;">\$67,480</td> <td></td> </tr> <tr> <td style="padding: 5px;">DXI Industries</td> <td style="padding: 5px;">Chlorine</td> </tr> <tr> <td style="padding: 5px;">\$0.2915/lb</td> <td style="padding: 5px;">162,000 lbs</td> </tr> <tr> <td style="padding: 5px;">\$47,223</td> <td></td> </tr> </tbody> </table>	Est Annual Usage	Extended Price	Brenntag Southwest	Liq Alum Sulfate	\$192.80/ton	350 tons	\$67,480		DXI Industries	Chlorine	\$0.2915/lb	162,000 lbs	\$47,223	
Est Annual Usage	Extended Price																
Brenntag Southwest	Liq Alum Sulfate																
\$192.80/ton	350 tons																
\$67,480																	
DXI Industries	Chlorine																
\$0.2915/lb	162,000 lbs																
\$47,223																	
Based on the estimated annual usage and with current pricing of Sulfate there is a savings of over \$575 per year. This year there is a slight increase in the cost of Chlorine. From \$0.26525/lb last year to a current price of \$0.2915/lb, an increase of approximately \$4200 for the year.																	
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: A decrease of \$1.65/ton for the Sulfate B. CONS:																	
ALTERNATIVES (In Suggested Order of Staff Preference):																	
ATTACHMENTS: (1) Bid Information Sheet; and (2) Bid Tabulation Sheet																	
FUNDING SOURCE (Where Applicable.): 104-5-163-201.00																	

RECOMMENDED ACTION: Award Bid No. IFB 16-009 to Brenntag Southwest for Liquid Aluminum Sulfate in the amount of \$192.80 per ton for a total of \$67,480 and DXI Industries for Chlorine in the amount of \$0.2915 per pound for a total of \$47,223 and authorize the Mayor to execute any necessary documentation

APPROVALS: Terry K. Roberts



Bid Information Sheet

June 10, 2016

IFB No. 16-009

For: Water Chemicals

Purchase not to exceed budgeted funds.

Number of completed bids returned to Purchasing: 6



BID TABULATION						
WATER CHEMICALS						
IFB NO. 16-009						
Vendor	Estimated Quantity (Tons)	Liquid Aluminum Sulfate Dry Ton	Estimated Total Liquid Aluminum Sulfate	Estimated Quantity (Lbs.)	Chlorine Per Lb.	Estimated Total Chlorine
Kemira	350	No Bid	No Bid	162,000	No Bid	No Bid
Univar USA	350	218.40	76,440.00	162,000	No Bid	No Bid
Chemtrade Chemical	350	235.00	82,250.00	162,000	No Bid	No Bid
GEO Specialty	350	220.00	77,000.00	162,000	No Bid	No Bid
Brenntag Southwest	350	192.80	67,480.00	162,000	0.295	47,790.00
DXI	350	No Bid	No Bid	162,000	0.2915	47,223.00



AGENDA ITEM 16

DATE OF MEETING: July 14, 2016	DATE SUBMITTED: July 8, 2016															
DEPT. OF ORIGIN: Public Utilities	SUBMITTED BY: Lowell Ogle															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☒ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☐ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☐ 2ND READING</td> </tr> <tr> <td>☐ EXECUTIVE SESSION</td> <td>☒ REGULAR</td> <td>☐ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION		☐ WORK SESSION	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:														
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☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION														
	☐ WORK SESSION															
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon a Consulting Services Contract with Public Management, Inc. for Grant Management Services Related to a Texas Department of Agriculture Grant for the Rehabilitation of the Church Street Water Tower and Authorize the Mayor to Execute Any Necessary Documentation																
SUMMARY STATEMENT: In February 2015 Resolution No. R-15-005 was passed authorizing Public Management, Inc. to submit a grant to the Texas Department of Agriculture for potential funding to be used for the Church Street Water Tower Rehabilitation Project. The grant applied for was \$275,000. The initial site visit was just recently held and the grant will be officially awarded to the city in about a month. On June 2, 2016, the city solicited proposals for qualified professional administrators or service provider to administer the contract. Only one proposal was received, that of Public Management, Inc. Public Management assisted the City of Brenham in obtaining the grant and upon execution of this agreement, Public Management will provide administrative assistance in all areas of grant management, including financial management, record keeping, environmental clearance procedures, contract close-out assistance, etc. The fee for this grant management is \$25,000. Staff recommends council approve the administration contract in the amount of \$25,000 between Public Management, Inc. and the City of Brenham as it pertains to the soon to be funded Church Street Water Tower Rehabilitation Grant.																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: Company has extensive experience in grant management and has assisted the City of Brenham with grant related funding since 2001. B. CONS:																
ALTERNATIVES (In Suggested Order of Staff Preference):																

ATTACHMENTS: (1) Consulting Services Contract
FUNDING SOURCE (Where Applicable): Grant Funds
RECOMMENDED ACTION: Approve a consulting services contract with Public Management, Inc. in the amount of \$25,000 for grant management services related to a Texas Department of Agriculture Grant for the rehabilitation of the Church Street Water Tower and authorize the Mayor to execute any necessary documentation
APPROVALS: Terry K. Roberts

CONSULTING SERVICES CONTRACT

City of Brenham

This contract ("Contract") is made and entered effective _____, 2016 by and between PUBLIC MANAGEMENT, INC., a Texas corporation, of Cleveland, Liberty County, Texas ("Consultant") and CITY OF BRENHAM, Washington County, Texas ("City") for the purpose of retaining Consultant to render services to implement City's 2016 Texas Community Development Block Grant Program (TXCDBG) Contract _____ ("Program"), which is administered by the Texas Department of Agriculture ("TDA").

City and Consultant agree that Consultant will provide consulting services to City on the terms and conditions outlined in this Contract.

I.

Consultant will provide City with consulting services as follows:

- a) Administrative assistance including but not limited to budget revisions, time schedules, record maintenance, and amendments requiring prior TDA approval.
- b) Compliance with performance standards for citizen participation.
- c) Prepare and maintain a written environmental review record; assist in compliance with flood plain and wetlands management review guidelines. Not included in this service are archeological, engineering or other special services costs mandated by environmental review record compliance agencies.
- d) Implement and document real property acquisition and relocation assistance activities.
- e) Develop, implement and document Fair Housing and Equal Opportunity requirements and serve as City's Fair Housing Officer during the course of the Program.
- f) Implement and document labor standards and Program compliance regulations in Program projects/activities.
- g) Assist in the maintenance of a financial accounting system incidental to the various Program projects/activities.
- h) Assist in other measures and matters incidental to and necessary in carrying out City's Program.
- i) Advise City concerning Program requirements and regulations.

- j) Act as City's liaison with TDA on all communications.
- k) Prepare necessary reports about the Program, including the performance report for TDA, the Mayor, City Council and citizens' groups.

It is specifically agreed and understood that Consultant will not provide either personally or by contract any professional or technical services requiring a license by the State of Texas in any phase or aspect of the foregoing. Rather, Consultant will advise City of the need of such services in furtherance of the planned objectives of City's Program.

City acknowledges that Consultant is providing consulting services only to City and that Consultant is not responsible for any procurement activities for or on behalf of City. That is, City, not Consultant, will advertise for and procure the services of any third party required to fulfill Program requirements. By way of example only, City, not Consultant, must timely and properly post any advertisements necessary to fulfill Program requirements and City, not Consultant, will enter into any required contracts with third parties necessary to fulfill Program requirements.

City Initials _____ Consultant Initials _____

II.

Consultant hereby agrees that in the implementation of this Contract, Consultant will comply with the terms and conditions of Attachment 1, which document is attached hereto and incorporated herein for all purposes, as if set out herein verbatim.

III.

City is awarding this contract in accordance with the State of Texas Government Code 2254, Professional and Consulting Services.

IV.

It is agreed by the parties hereto that Consultant will, in the discharge of services herein, be considered as an Independent Contractor as that term is used and understood under the laws of the State of Texas and further for the purposes of governing Consultant's fees under the Procurement Standards of Attachment O of OMB Circular No. A-102 and Title 24 CFR Part 570.200 (g) Consultant Activities.

V.

For and in consideration of the foregoing, City agrees to pay Consultant a fee not to exceed TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) payable upon receipt of invoice from Consultant in accordance with the following schedule:

Milestone/Task	
Preliminary Administrative Requirements.....	6,250.00
Environmental Review.....	6,250.00
Start of Construction.....	5,000.00
Construction Completion.....	5,000.00
Closeout.....	2,500.00
TOTAL:	\$25,000.00

It is also agreed that payments to such Consultant shall be subject to adjustment where monitoring reviews or audits by TDA indicate that personal services were compensated at greater than reasonable rates.

VI.

For purposes of this Contract, the Mayor or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for Consultant. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

VII.

This Contract shall extend and be in full force until the Program has been fully closed out by TDA. Notwithstanding the foregoing, this Contract may be terminated by Consultant, with or without cause, on forty-five (45) days' written notice to City.

VIII.

Termination for Cause by City: If Consultant fails to fulfill in a timely and proper manner its obligations under this Contract, or if Consultant violates any of the covenants, conditions, contracts, or stipulations of this Contract, City shall have the right to terminate this Contract by giving written notice to Consultant of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by Consultant pursuant to this Contract shall, at the option of City, be turned over to City and become the property of City. In the event of termination for cause, Consultant shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Termination for Convenience by City: City may terminate this Contract at any time by giving at least ten (10) days' notice in writing to Consultant. If this Contract is terminated for convenience, City will pay Consultant for actual services rendered up to the termination date, based on the charges for time, labor, expenses and other items specified in the Contract.

In the event of any dispute, claim, question, or disagreement arising from or relating to this Contract, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or Program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within thirty (30) days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within thirty (30) days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Contract and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. If the matter is not resolved through such mediation within sixty (60) days of the initiation of that procedure, either party may proceed to file suit.

IX.

City, TDA, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of Consultant which are directly pertinent to this Program, for the purpose of making audit, examination, excerpts, and transcriptions. Consultant agrees hereby to maintain all records made in connection with the Program for a period of three (3) years after City makes final payment and all other pending matters are closed.

All subcontracts of Consultant shall contain a provision that City, TDA, and the Texas State Auditor's Office, or any successor agency or representative, shall have access to all books, documents, papers and records relating to subcontractor's contract with Consultant for the administration, construction, engineering or implementation of the Program between TDA and City.

X.

If, by reason of force majeure, either party hereto shall be rendered unable, wholly or in part, to carry out its obligations under this Contract, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term "force majeure" as employed herein shall mean acts of God, acts of public enemy, orders of any governmental entity of the United States or of the State of Texas, or any civil or military authority, and any other cause not reasonably within the control of the party claiming such inability.

XI.

This document embodies the entire Contract between Consultant and City. City may, from time to time, request changes in the services Consultant will perform under this Contract. Such changes, including any increase or decrease in the amount of Consultant's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Contract.

XII.

If a portion of this Contract is illegal or is declared illegal, the validity of the remainder and balance of the Contract will not be affected thereby.

XIII.

Any provision of this Contract which imposes upon Consultant or City an obligation after termination or expiration of this Contract will survive termination or expiration of this Contract and be binding on Consultant or City.

XIV.

No waiver of any provision of this Contract will be deemed, or will constitute, a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver.

XV.

This Contract will be governed by and construed in accordance with the laws of the State of Texas.

XVI.

Any dispute between Consultant and City related to this contract which is not resolved through informal discussion will be submitted to a mutually agreeable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

XVII.

The party who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney fees and all costs of such proceeding.

XVIII.

Consultant and City, each after consultation with an attorney of its own selection (which counsel was not directly or indirectly identified, suggested, or selected by the other party), both voluntarily waive a trial by jury of any issue arising in an action or proceeding between the parties or their successors, under or connected with this contract or its provisions. Consultant and City acknowledge to each other that Consultant and City are not in significantly disparate bargaining positions.

PUBLIC MANAGEMENT, INC.
P. O. Box 1827
Cleveland, Texas 77328
281 592-0439

J. ANDREW RICE
President

City of Brenham

MILTON TATE, JR.
Mayor

ATTEST:

JEANA BELLINGER
City Secretary

ATTACHMENT 1

TERMS AND CONDITIONS

I.

Equal Employment Opportunity

During the performance of this Contract, Consultant agrees as follows:

- a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h) The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

II.

Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

III.

Section 109 of the Housing and Community Development Act of 1974

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

IV.

Section 504 Rehabilitation Act of 1973, as Amended

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

V.

Age Discrimination Act of 1975

The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

VI.

"Section 3" Compliance in the Provision of Training, Employment and Business Opportunities (Limited to contracts greater than \$100,000)

- a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

- c) The Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d) The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- e) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- f) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

VII.

Section 503 of the Rehabilitation Act (the "Act") - Handicapped Affirmative Action for Handicapped Workers

- a) Consultant will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Consultant agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising layoff or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b) Consultant agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- c) In the event of Consultant's non-compliance with requirements of this clause, actions for non-compliance may be taken in accordance with rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- d) Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- e) Consultant will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- f) Consultant will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

VIII.

Interest of Members of City

No member of the governing body of City and no other officer, employee, or agent of City who exercises any functions or responsibilities in connection with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, in this Contract and Consultant shall take reasonably appropriate steps to assure compliance.

IX.

Interest of Other Local Public Officials

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connections with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, in this Contract; and Consultant shall take appropriate steps to assure compliance.

X.

Interest of Consultant and Employees

Consultant covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.