



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, JULY 16, 2020 AT 01:00 PM
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN STREET
BRENHAM, TEXAS**

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags - Mayor Pro Tem Ebel**
- 3. Citizens Comments**

CONSENT AGENDA

4. 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.

- 4-a. Award Bid No. 20-003 for Sludge Removal and Aeration Basin Cleaning at the Wastewater Treatment Plant to Synagro in the Amount of \$228.50 per Cubic Yard and Authorize the Mayor to Execute Any Necessary Documentation**
- 4-b. Award Bid No. 20-007 to Legacy Concrete Works, LLC Related to Annual Concrete Work for Various City Departments and Authorize the Mayor to Execute Any Necessary Documentation**
- 4-c. Acceptance of a Grant from the Humane Society in the Amount of \$6,390.00 for a Spay/Neuter Program and Authorize the Mayor to Execute Any Necessary Documentation**

- 4-d. Discuss and Possibly Act Upon Ordinance No. O-20-016 on Its Second Reading Amending Appendix A - 'Zoning' of the Code of Ordinances of the City of Brenham Granting a Specific Use Permit to Allow an Accessory Dwelling Use (ADU) in an R-2 Mixed Residential Use Zoning District on Property Addressed as 501 Crockett Street, and Further Described as Lot L1-A, Block E of the Woodlawn Heights Addition in Brenham, Washington County, Texas (Case No. P-20-025)

REGULAR SESSION

5. Discuss and Possibly Act Upon a Commercial Promissory Note with the Bank of Brenham for An Advancing Line of Credit for the Raw Water Intake Structure Repair at Lake Somerville and Authorize the Mayor to Execute Any Necessary Documentation
6. Discuss and Possibly Act Upon Authorizing the Mayor to Execute and Deliver a Certificate of Mayor Related to the Issuance of Student Housing Revenue Bonds by the New Hope Cultural Education Facilities Finance Corporation to Finance the Construction of a Student Housing Facility to be Located on the Campus of Blinn College
7. Discuss and Possibly Act Upon Award of RFQ No. 20-005 Related to Grant Administration and/or Planning Services Related to the Community Development Block Grant Disaster Recovery Mitigation (CDBG-MIT) Program and Authorize the Mayor to Execute Any Necessary Documentation
8. Discussion and Update on the City of Brenham's COVID-19 (Coronavirus) Response and Recovery Efforts
9. **Administrative/Elected Officials Report**

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

Adjourn

The Brenham City Council may reconvene in The Barnhill Center for the continuation of the Special Workshop Meeting immediately following the adjournment of this Regular Meeting.

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 16, 2020 agenda of items to be considered by the City of Brenham City Council was posted to the City Hall bulletin board at 200 W. Vulcan St., Brenham, TX on July 13, 2020 at 12:00 p.m.

Jeana Bellinger, TRMC, CMC

City Secretary

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

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

Signature

Title



Regular City Council
AGENDA ITEM 4-A.

Agenda Item: Award Bid No. 20-003 for Sludge Removal and Aeration Basin Cleaning at the Wastewater Treatment Plant to Synagro in the Amount of \$228.50 per Cubic Yard and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-July 16, 2020

Department: Public Utilities

Staff Contact: Donald Reese

Classification: Consent

SUMMARY STATEMENT:

The City of Brenham solicited bids for sludge removal and aeration basin cleaning on the west tank at the Brenham Wastewater Treatment Plant.

On June 29, 2020, sealed bids for this project were opened by City of Brenham staff. Five bids were received for the project (2 of which were no bids) with Synagro of Texas - CDR, Inc submitting the lowest bid. Bidders are to furnish all supervision, labor, materials, and equipment to properly remove and dispose of all sludge and to properly clean the aeration basin. They must also have trained, confined space, entry crews on-site all all time during the project.

The city estimates 630.30 cubic yards of sludge to be removed. Synagro's bid of \$228.50 per cubic yard would make the total cost of the project to be approximately \$143,955.00. Synagro estimates it will take 10 days to complete the project.

Synagro has performed such service for the city before. In 2018 they performed the same work on the east aeration tank.

ATTACHMENTS:

(1) Bid Tabulation

RECOMMENDED ACTION:

Award Bid No. 20-003 for sludge removal and aeration basin cleaning at the Wastewater Treatment Plant to Synagro in the amount of \$228.50 per cubic yard and authorize the Mayor to execute any necessary documentation



BID TABULATION FORM

BID OPENING DATE:

June 29, 2020

BID OPENING TIME:

3:00 p.m.

BID NAME/NO:

ITB 20-003; Sludge Removal & Aeration Basin Cleaning

WITNESSED BY:

Jeana Bellinger

Bobby Keene and Alton Sommerfield

BIDDERS			
ITEM	Sprint Waste Services	Clean Harbors Environmental Services	Wastewater Transport Services
Per Cubic Yard Price	Notice of No Bid	Notice of No Bid	\$295.00
Other Items:			

BIDDERS			
ITEM	K-3BMI	*Synagro	
Per Cubic Yard Price	\$230.00	\$228.50	
Other Items:	CY billed for all material taken to disposal, including wash water	10-days to complete project	

* Staff will recommend the City Council award ITB 20-003 to Synagro on July 16, 2020



Regular City Council
AGENDA ITEM 4-B.

Agenda Item: Award Bid No. 20-007 to Legacy Concrete Works, LLC Related to Annual Concrete Work for Various City Departments and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-July 16, 2020

Department: Purchasing

Staff Contact: Jeana Bellinger

Classification:

SUMMARY STATEMENT:

In May, the City was notified by the current vendor, Legacy Concrete Works, that the concrete prices quoted in 2019 could not be maintained and asked that the annual concrete work be bid out again.

The City prepared and issued ITB 20-007 on June 16, 2020 and opened bids on July 1 with only one company, Legacy Concrete Works, submitting a bid. The City has worked with Legacy for several years and staff is very happy with their work and would recommend that the City Council award ITB 20-007 to Legacy Concrete Works for the City's annual concrete work.

ATTACHMENTS:

(1) ITB 20-007 Bid Tabulation

RECOMMENDED ACTION:

Award Bid No. 20-007 to Legacy Concrete Works, LLC for annual concrete work for various City departments and authorize the Mayor to execute any necessary documentation



BID TABULATION FORM

BID OPENING DATE: July 1, 2020 **BID OPENING TIME:** 3:00 p.m.
BID NAME/NO: ITB 20-007: Annual Concrete Work
WITNESSED BY: Jeana Bellinger, City Secretary

BIDDERS		
ITEM	Legacy Concrete Works	
(1) Furnish labor & materials for the placement of standard curb and gutter per linear foot	\$42.00	
(2) Furnish labor & materials for the placement of historical curb and gutter per linear foot	\$50.00	
(3) Furnish labor & materials for the placement of 4" thick reinforced concrete flatwork per square foot	\$14.25	
(4) Furnish labor & materials for the placement of 6" thick reinforced concrete flatwork per square foot	\$18.00	
(5) Furnish labor & materials for the placement of 6" thick reinforced concrete driveway per square foot	\$18.00	



BID TABULATION FORM

BID OPENING DATE: July 1, 2020 **BID OPENING TIME:** 3:00 p.m.
BID NAME/NO: ITB 20-007: Annual Concrete Work
WITNESSED BY: Jeana Bellinger, City Secretary

BIDDERS			
ITEM	Legacy Concrete Works		
(6) Furnish labor & materials for the placement of reinforced concrete valley gutters per square foot	\$18.00		
(7) Furnish labor & materials for the placement of reinforced concrete inlets (0 to 2 ft. height) include ring and cover (supplied by City), per cubic foot	\$61.25		
(8) Furnish labor & materials for the placement of reinforced concrete inlets (0 to 4 ft. height) include ring and cover (supplied by City), per cubic foot	\$48.50		
(9) Furnish labor & materials for the placement of reinforced concrete inlets (0 to 6 ft. height) include ring and cover (supplied by City), per cubic foot	\$52.50		



BID TABULATION FORM

BID OPENING DATE: July 1, 2020 **BID OPENING TIME:** 3:00 p.m.
BID NAME/NO: ITB 20-007: Annual Concrete Work
WITNESSED BY: Jeana Bellinger, City Secretary

BIDDERS			
ITEM	Legacy Concrete Works		
(10) Furnish labor & materials for the placement of reinforced concrete manholes (0 to 2 ft. height) include ring and cover (supplied by City), per cubic foot	\$59.00		
(11) Furnish labor & materials for the placement of reinforced concrete manholes (0 to 4 ft. height) include ring and cover (supplied by City), per cubic foot	\$47.75		
(12) Furnish labor & materials for the placement of reinforced concrete manholes (0 to 6 ft. height) include ring and cover (supplied by City), per cubic foot	\$48.50		
(13) Furnish labor & materials for the placement of reinforced concrete walls and footings (4 ft. max height or depth of beam footings), per cubic foot	\$47.25		



BID TABULATION FORM

BID OPENING DATE: July 1, 2020 **BID OPENING TIME:** 3:00 p.m.

BID NAME/NO: ITB 20-007: Annual Concrete Work

WITNESSED BY: Jeana Bellinger, City Secretary

BIDDERS		
ITEM	Legacy Concrete Works	
(14) Hourly rate for profesional services which may include things such as: troubleshoooting field work, assisting City staff in determining slopes and/or grades	\$105.00	



Regular City Council
AGENDA ITEM 4-C.

Agenda Item: Acceptance of a Grant from the Humane Society in the Amount of \$6,390.00 for a Spay/Neuter Program and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-July 16, 2020

Department: Brenham Pet Adoption Center

Staff Contact: Dant Lange/Allison Harper

Classification: Consent

SUMMARY STATEMENT:

On June 1, the Humane Society of the United States and a coalition of the largest and most impactful animal welfare organizations in the United States announced the launch of #SpayTogether, a historic initiative to provide 50,000 spay/neuter surgeries over a three-month period to eliminate the backlog brought on by COVID-19. #SpayTogether is a stimulus fund administered by The Humane Society of the United States that will provide surgery subsidy support grants, on-ground assistance, training in high-quality/high-volume spay/neuter procedures and discounted veterinary supplies and services to shelters and veterinary clinics affected by COVID-19. Participating organizations will be able to offer discounted surgeries to the public, providing much-needed help to underserved communities across the country.

ATTACHMENTS:

(1) #Spay Together Logo/Sponsors

RECOMMENDED ACTION:

Accept of a grant from the Humane Society in the amount of \$6,390.00 for a Spay/Neuter Program and authorize the Mayor to execute any necessary documentation



PETSMART
Charities



Maddie's
Fund
#ThanksToMaddie



BISSELL PET FOUNDATION®
Until every pet has a home.



ASPCA.ORG

WE ARE THEIR VOICE®

DAVE & CHERYL
DUFFIELD
FOUNDATION



GreaterGood.org™
GIVE WHERE IT MATTERS



#SPAYTOGETHER



GEORGIA B. RIDDER
FOUNDATION

Michelson
Found Animals

Peter and Ann Lambertus
Family Foundation





Regular City Council
AGENDA ITEM 4-D.

Agenda Item: Discuss and Possibly Act Upon Ordinance No. O-20-016 on Its Second Reading Amending Appendix A - 'Zoning' of the Code of Ordinances of the City of Brenham Granting a Specific Use Permit to Allow an Accessory Dwelling Use (ADU) in an R-2 Mixed Residential Use Zoning District on Property Addressed as 501 Crockett Street, and Further Described as Lot L1-A, Block E of the Woodlawn Heights Addition in Brenham, Washington County, Texas (Case No. P-20-025)

Meeting Type: Regular Meeting-July 16, 2020

Department: Development Services

Staff Contact: Shauna Laauwe

Classification:

SUMMARY STATEMENT:

The subject tract is developed with a 1,706 square foot single-family home and a 590 square foot detached garage and is zoned as R-2, Mixed Residential Use District. The current R-2 zoning designation allows for single-family and two-family homes, multifamily dwellings on less than two acres as permitted uses. In addition, uses such as accessory dwelling units (ADUs), churches, including educational or philanthropic uses, bed and breakfast homes, and multifamily developments on sites of two acres or more, are permitted in the R-2 District with prior approval of a Specific Use Permit (SUP).

The applicant has requested a SUP to construct a detached accessory dwelling unit intended to be utilized as a mother-in-law quarters addition to be comprised of a bedroom, bathroom, living room, and dining area with kitchenette. The proposed ADU addition is to be oriented to front onto Riggs Street and consists of a 658 square foot (26'4"x 25') structure to be attached to the north side of the existing garage (Staff Report Exhibit E). In addition to meeting the building codes and the requirements for structures and uses within the R-2 District.

The purpose of the SUP process is to identify those uses which might be appropriate within a zoning district but, due to either their location, function, or operation, could have a potentially harmful impact on adjacent properties or the surrounding area; and to provide for a procedure whereby such uses might be permitted by further restricting or conditioning them so as to mitigate or eliminate such adverse impacts. Staff finds that no adverse impacts to adjacent properties or surrounding area is anticipated due to the proposed compatible residential use, site plan, and compliance of the additional development standards.

ATTACHMENTS:

(1) Ordinance No. O-20-016

RECOMMENDED ACTION:

Approve Ordinance No. O-20-016 on its second reading amending Appendix A - 'Zoning' of the Code of Ordinances of the City of Brenham granting a Specific Use Permit to allow an Accessory Dwelling Use (ADU) in an R-2 Mixed Residential Use Zoning District on property addressed as 501 Crockett Street, and further described as Lot L1-A, Block E of the Woodlawn Heights Addition in Brenham, Washington County, Texas (Case No. P-20-025)

ORDINANCE NO. O-20-016

AN ORDINANCE AMENDING APPENDIX A – “ZONING” OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM GRANTING A SPECIFIC USE PERMIT TO ALLOW AN ACCESSORY DWELLING UNIT (ADU) USE IN AN R-2 MIXED-RESIDENTIAL ZONING DISTRICT ON APPROXIMATELY 0.389 ACRES OF LAND ADDRESSED AS 501 CROCKETT STREET, BEING FURTHER DESCRIBED AS BLOCK E, LOT L1-A OF THE WOODLAWN HEIGHT ADDITION IN BRENHAM, WASHINGTON COUNTY, TEXAS.

WHEREAS, the owner(s) of the 0.389 acres of land generally located southeast of Henderson Park on the northeast corner of Crockett Street and Hosea Street and addressed as 501 Crockett Street, being further described as Block E, Lot L1-A of the Woodlawn Height Addition, in Brenham, Washington County, Texas, (the “Property”), have requested that the Property be issued a Specific Use Permit for an Accessory Dwelling Unit; and

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

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

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

WHEREAS, this amendment was recommended unanimously for approval by the Brenham Planning and Zoning Commission during its regular meeting on June 22, 2020; and

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

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

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, THAT 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 for an accessory dwelling unit (ADU) in an R-2 Mixed Residential use zoning district on approximately 0.389 acres of land addressed as 501 Crockett Street, being further described as Block E, Lot L1-A of the Woodlawn Height Addition in Brenham, Washington County, Texas (the "Property"), said 0.389 acres of land being more particularly described on Exhibit "A" attached hereto and incorporated herein for all purposes.

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

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

SECTION 4. This Ordinance shall take effect as provided by the Charter of the City of Brenham, Texas.

PASSED and APPROVED on its first reading this the 2nd day of July 2020.

PASSED and APPROVED on its second reading this the 16th day of July 2020.

ATTEST:

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

EXHIBIT "A"



**Zoning Map
501 Crockett St**



Regular City Council
AGENDA ITEM 5.

Agenda Item: Discuss and Possibly Act Upon a Commercial Promissory Note with the Bank of Brenham for An Advancing Line of Credit for the Raw Water Intake Structure Repair at Lake Somerville and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-July 16, 2020

Department: Finance

Staff Contact: Carolyn Miller

Classification: Regular

SUMMARY STATEMENT:

The City of Brenham is requesting a \$5 million advancing line of credit from Bank of Brenham for interim financing for the Raw Water Intake Repair Project at Lake Somerville. This critical infrastructure sustained significant damage in the May 2016 flooding event, and after a prolonged procurement, review and approval process, the City received a letter from FEMA on February 13, 2020 in support of the competitive bid process and the higher competitive bid amounts compared to the engineer's estimate of probable costs. The City Council awarded the construction bid to Lindsey Construction on February 20, 2020 for \$4,999,991.

The City is also seeking approval from FEMA for the higher funding level of \$4,999,991. We have requested approval for a Cost Change (cost increase) from the amended subgrant amount of \$1,178,100 to the bid award of \$4,999,991 and are awaiting approval from FEMA. To meet our obligation under the construction timeline, we anticipate receiving periodic reimbursements from FEMA, but in the interim, the City of Brenham needs cash flow for payments to Lindsey Construction. The City of Brenham is responsible for 25% of the final construction cost, so we will need a possible one (1) year renewal of the line of credit.

At the April 6, 2020 meeting, the City Council approved Reimbursement Resolution No. R-20-018 giving official intent to reimburse these costs with the issuance of 20 year Certificates of Obligation (financed with water rates) which would be used to repay Bank of Brenham if FEMA does not approve the Cost Change increase.

Bank of Brenham has prepared the Promissory Note for \$5 million at an interest rate of 2.6% for one year. They have also submitted a letter to confirm the Bank's approval of the loan and if necessary, their commitment to renew the loan for an additional one-year period.

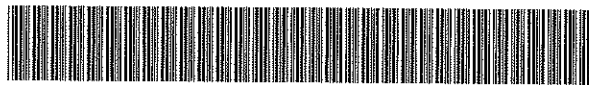
ATTACHMENTS:

(1) Promissory Note

(2) Letter from Jim Kruse, President, Bank of Brenham

RECOMMENDED ACTION:

Approve a Commercial Promissory Note with the Bank of Brenham for an Advancing Line of Credit for the Raw Water Intake Structure Repair at Lake Somerville and authorize the Mayor to execute any necessary documentation



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PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$5,000,000.00	07-01-2020	07-01-2021	781849	4A / 99	***	DMB	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "*****" has been omitted due to text length limitations.

Borrower: City Of Brenham
200 W Vulcan St
Brenham, TX 77833

Lender: Bank of Brenham, N.A.
501 S. Austin St.
P.O. Box 606
Brenham, TX 77834-0606
(979) 836-3332

Principal Amount: \$5,000,000.00**Interest Rate: 2.600%****Date of Note: July 1, 2020**

PROMISE TO PAY. City Of Brenham ("Borrower") promises to pay to Bank of Brenham, N.A. ("Lender"), or order, in lawful money of the United States of America, the principal amount of Five Million & 00/100 Dollars (\$5,000,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance, calculated as described in the "INTEREST CALCULATION METHOD" paragraph using an interest rate of 2.600% per annum. Interest shall be calculated from the date of each advance until repayment of each advance or maturity, whichever occurs first. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section.

PAYMENT. Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on July 1, 2021. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning August 1, 2020, with all subsequent interest payments to be due on the same day of each month after that. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; and then to principal. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. Notwithstanding any other provision of this Note, Lender will not charge interest on any undisbursed loan proceeds. No scheduled payment, whether of principal or interest or both, will be due unless sufficient loan funds have been disbursed by the scheduled payment date to justify the payment.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the interest rate over the number of days in a year (365 for all years, including leap years), multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

PREPAYMENT. Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Prepayment in full shall consist of payment of the remaining unpaid principal balance together with all accrued and unpaid interest and all other amounts, costs and expenses for which Borrower is responsible under this Note or any other agreement with Lender pertaining to this loan, and in no event will Borrower ever be required to pay any unearned interest. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments of accrued unpaid interest. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Bank of Brenham, N.A.; 501 S. Austin St.; P.O. Box 606; Brenham, TX 77834-0606.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased to 18.000% per annum. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The death of Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment, is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding one (1) month, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within ten (10) days; or (2) if the cure requires more than ten (10) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may declare the entire indebtedness, including the unpaid principal balance under this Note, all accrued unpaid interest, and all other amounts, costs and expenses for which Borrower is responsible under this Note or any other agreement with Lender pertaining to this loan, immediately due, without notice, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire an attorney to help collect this Note if Borrower does not pay, and Borrower will pay Lender's reasonable attorneys' fees. Borrower also will pay Lender all other amounts Lender actually incurs as court costs, lawful fees for filing, recording, releasing to any public office any instrument securing this Note; the reasonable cost actually expended for repossessing, storing, preparing for sale, and selling any security; and fees for noting a lien on or transferring a certificate of title to any motor vehicle offered as security for this Note, or premiums or identifiable charges received in connection with the sale of authorized insurance.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Texas without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Texas.

CHOICE OF VENUE. If there is a lawsuit, and if the transaction evidenced by this Note occurred in Washington County, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Washington County, State of Texas.

DISHONORED CHECK CHARGE. Borrower will pay a processing fee of \$30.00 if any check given by Borrower to Lender as a payment on this loan is dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by



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PROMISSORY NOTE (Continued)

Loan No: 781849

Page 2

law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the debt against any and all such accounts.

COLLATERAL. This loan is unsecured.

LINE OF CREDIT. This Note evidences a straight line of credit. Once the total amount of principal has been advanced, Borrower is not entitled to further loan advances. Advances under this Note, as well as directions for payment from Borrower's accounts, may be requested orally or in writing by Borrower or by an authorized person. Lender may, but need not, require that all oral requests be confirmed in writing. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs. Lender will have no obligation to advance funds under this Note if: (A) Borrower or any guarantor is in default under the terms of this Note or any agreement that Borrower or any guarantor has with Lender, including any agreement made in connection with the signing of this Note; (B) Borrower or any guarantor ceases doing business or is insolvent; (C) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of this Note or any other loan with Lender; (D) Borrower has applied funds provided pursuant to this Note for purposes other than those authorized by Lender; or (E) Lender in good faith believes itself insecure.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Borrower may notify Lender if Lender reports any inaccurate information about Borrower's account(s) to a consumer reporting agency. Borrower's written notice describing the specific inaccuracy(ies) should be sent to Lender at the following address: Bank of Brenham, N.A. 501 S. Austin St., P.O. Box 606 Brenham, TX 77834-0606.

GENERAL PROVISIONS. NOTICE: Under no circumstances (and notwithstanding any other provisions of this Note) shall the interest charged, collected, or contracted for on this Note exceed the maximum rate permitted by law. The term "maximum rate permitted by law" as used in this Note means the greater of (a) the maximum rate of interest permitted under federal or other law applicable to the indebtedness evidenced by this Note, or (b) the higher, as of the date of this Note, of the "Weekly Ceiling" or the "Quarterly Ceiling" as referred to in Sections 303.002, 303.003 and 303.006 of the Texas Finance Code. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Borrower does not agree or intend to pay, and Lender does not agree or intend to contract for, charge, collect, take, reserve or receive (collectively referred to herein as "charge or collect"), any amount in the nature of interest or in the nature of a fee for this loan, which would in any way or event (including demand, prepayment, or acceleration) cause Lender to charge or collect more for this loan than the maximum Lender would be permitted to charge or collect by federal law or the law of the State of Texas (as applicable). Any such excess interest or unauthorized fee shall, instead of anything stated to the contrary, be applied first to reduce the principal balance of this loan, and when the principal has been paid in full, be refunded to Borrower. The right to accelerate maturity of sums due under this Note does not include the right to accelerate any interest which has not otherwise accrued on the date of such acceleration, and Lender does not intend to charge or collect any unearned interest in the event of acceleration. All sums paid or agreed to be paid to Lender for the use, forbearance or detention of sums due hereunder shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full term of the loan evidenced by this Note until payment in full so that the rate or amount of interest on account of the loan evidenced hereby does not exceed the applicable usury ceiling. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, notice of dishonor, notice of intent to accelerate the maturity of this Note, and notice of acceleration of the maturity of this Note. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

CITY OF BRENHAM

By:

Milton Y Tate Jr, Mayor of City Of Brenham



BANK OF BRENHAM_{NA}

June 25, 2020

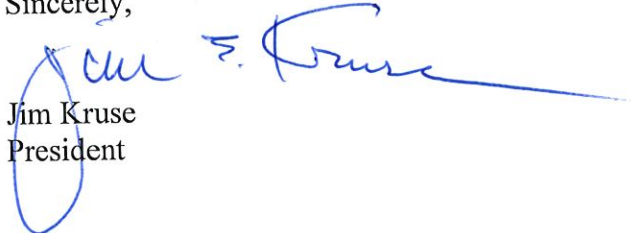
City of Brenham
% Ms. Carolyn Miller
200 W. Vulcan St.
Brenham, Texas 77833

Dear Ms. Miller:

This letter confirms the Bank's approval of a loan to the City of Brenham in the amount of \$5,000,000. This loan will be set up as an Advancing Line of Credit for one year. It will carry an interest rate of 2.6% with interest payable monthly. And if necessary the Bank is willing to renew the loan for an additional one year period subject to satisfactory performance on the initial loan over the next year.

If you have any questions please feel free to contact me or David Bockhorn.

Sincerely,


Jim Kruse
President



Regular City Council
AGENDA ITEM 6.

Agenda Item: Discuss and Possibly Act Upon Authorizing the Mayor to Execute and Deliver a Certificate of Mayor Related to the Issuance of Student Housing Revenue Bonds by the New Hope Cultural Education Facilities Finance Corporation to Finance the Construction of a Student Housing Facility to be Located on the Campus of Blinn College

Meeting Type: Regular Meeting-July 16, 2020

Department: Development Services

Staff Contact: Stephanie Doland

Classification: Regular

SUMMARY STATEMENT:

Blinn College, in partnership with Servitas LLC, is preparing for the construction of a new student dormitory along West Fifth Street across from the former football stadium. The project has been permitted through the Development Services Department and Blinn College/Servitas are formalizing funding for the project. The project is financed through a tax-exempt bond being that Blinn College is a non-profit entity. The construction bonds are being issued by the New Hope Cultural Education Facilities Corporation, and a certificate signed by the Mayor is requested in adherence to requirements set forth by the Internal Revenue Code. The enclosed certificate is a requirement of the IRS to ensure that local leaders are aware of the projects being financed in their area. In summary, the certificate is essentially an acknowledgement that the financing entity conducted a public hearing for the project.

ATTACHMENTS:

(1) Mayor's Certificate

RECOMMENDED ACTION:

Approve authorizing the Mayor to execute and deliver a Certificate of Mayor related to the issuance of Student Housing Revenue Bonds by the New Hope Cultural Education Facilities Finance Corporation to finance the construction of a student housing facility to be located on the campus of Blinn College.

CERTIFICATE OF THE MAYOR OF THE CITY OF BRENHAM, TEXAS

The undersigned Mayor of the City of Brenham, Texas (the "*City*"), hereby certifies with respect to the issuance by the New Hope Cultural Education Facilities Finance Corporation (the "*Corporation*") of its Student Housing Revenue Bonds (NCCD – Brenham Properties LLC - Blinn College Project) Series 2020A and Taxable Student Housing Revenue Bonds (NCCD – Brenham Properties LLC - Blinn College Project) Series 2020B (together, the "*Bonds*"), that:

1. This certificate is based upon the **CERTIFICATE OF PUBLIC HEARING OFFICER REGARDING PUBLIC HEARING** attached hereto as **Exhibit A** relating to the public hearing conducted on June 18, 2020 by the duly appointed hearing officer of the Corporation in accordance with the requirements of section 147(f) of the Internal Revenue Code of 1986, as amended (the "*Code*"); and

2. Solely for purposes of the approval requirements of the aforesaid section 147(f) of the Code, and for no other purposes, in my capacity as Mayor, I hereby approve the Bonds and the facilities to be financed with the proceeds of the Bonds; *provided, however*, THAT THIS APPROVAL SHALL NOT BE CONSTRUED AS (1) A REPRESENTATION OR WARRANTY BY THE CITY, THE MAYOR OF THE CITY, THE STATE OF TEXAS OR ANY OTHER AGENCY, INSTRUMENTALITY OR POLITICAL SUBDIVISION OF THE STATE OF TEXAS THAT THE BONDS WILL BE PAID OR THAT ANY OBLIGATIONS ASSUMED BY ANY OF THE PARTIES UNDER THE INSTRUMENTS DELIVERED IN CONNECTION WITH THE BONDS WILL IN FACT BE PERFORMED; (2) A PLEDGE OF FAITH AND CREDIT OF THE CITY OR THE STATE OF TEXAS OR ANY AGENCY, INSTRUMENTALITY OR POLITICAL SUBDIVISION OF THE STATE OF TEXAS OR THE CITY; OR (3) A REPRESENTATION OR WARRANTY BY THE CITY OR THE MAYOR OF THE CITY CONCERNING THE VALIDITY OF THE CORPORATE EXISTENCE OF THE CORPORATION OR THE VALIDITY OF THE BONDS.

Milton Y. Tate, Jr., Mayor

Date: _____, 2020

EXHIBIT A

CERTIFICATE OF PUBLIC HEARING OFFICER REGARDING PUBLIC HEARING

(appears on immediately following page)

CERTIFICATE OF PUBLIC HEARING OFFICER REGARDING PUBLIC HEARING

Re: New Hope Cultural Education Facilities Finance Corporation Student Housing Revenue Bonds (NCCD – Brenham Properties LLC - Blinn College Project) Series 2020A and Taxable Student Housing Revenue Bonds (NCCD – Brenham Properties LLC - Blinn College Project) Series 2020B

The undersigned, Jeff Nydegger, designated Hearing Officer of the New Hope Cultural Education Facilities Finance Corporation (the "*Issuer*"), the Issuer of the above-referenced bonds (the "*Bonds*"), called the Public Hearing of the Issuer held in Room 111 of the Blinn College Administration Building located at 802 Green Street, Brenham, Texas 77833, on June 18, 2020 to order at 10:00 a.m.

I declared that a Public Hearing required under section 147(f) of the Internal Revenue Code of 1986 was open for purposes of discussing the Bonds and the projects to be financed, refinanced or constructed with the proceeds of the Bonds (the "*Projects*") by NCCD – Brenham Properties LLC, a Texas limited liability company.

I declared that the required notice of the Public Hearing for the Project was published in the *Brenham Banner-Press*, being a newspaper of general circulation in the City of Brenham, Texas, as evidenced by an Affidavit of Publication attached hereto as **Schedule I**.

I proceeded to hold the Public Hearing, and:

- ☒ no persons presented comments orally or in writing.
- ☐ the comments summarized in Attachment 1 were made orally by the persons listed therein.
- ☐ the written comments attached hereto were presented.

After sufficient time was given for any member of the public to make their comments with respect to the Bonds and the Project, I declared the Public Hearing closed at 10:15 a.m.

DATED: June 18, 2020.



Jeff Nydegger, Hearing Officer
New Hope Cultural Education Facilities
Finance Corporation

ATTACHMENT 1

None.

SCHEDULE I

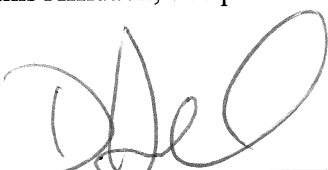
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AFFIDAVIT OF PUBLICATION

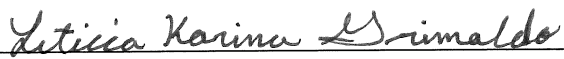
THE STATE OF TEXAS §
COUNTY OF WASHINGTON §
CITY OF BRENHAM §

BEFORE ME, a notary public in and for the above named County, on this day personally appeared the person whose name is subscribed below, who, having been duly sworn, says upon oath that he or she is a duly authorized officer or employee of the *Brenham Banner-Press*, which is a newspaper of general circulation in the City of Brenham, Texas, devoting not less than 25% of its total column lineage to the carrying of items of general interest, published not less frequently than once each week, posted as second-class mail in the county where published, and having been published regularly and continuously for not less than 12 months prior to the making of any publication; and that a true and correct copy of the NOTICE OF PUBLIC HEARING, a clipping of which is attached to this Affidavit, was published in said Newspaper on June 9, 2020.

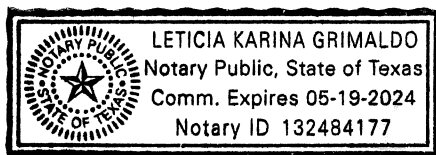


Authorized Officer or Employee

SUBSCRIBED AND SWORN TO BEFORE ME on the 11th day of June, 2020.



Notary Public



The Banner-Press

CLASSIFIEDS

Tuesday, June 9, 2020 | Page A7

www.brenhambanner.

Public Notice

NOTICE OF PUBLIC HEARING

The New Hope Cultural Education Facilities Finance Corporation (the "Issuer") will hold a public hearing at 10:00 a.m. on June 18, 2020 in Room 111 of the Blinn College Administration Building located at 802 Green Street, Brenham, Texas 77833 to discuss a proposal for issuance by the Issuer of its Student Housing Revenue Bonds (NCCD – Brenham Properties LLC - Blinn College Project) Series 2020A (the "Series 2020A Bonds") and Taxable Student Housing Revenue Bonds (NCCD – Brenham Properties LLC - Blinn College Project) Series 2020B (the "Series 2020B Bonds", and together with the Series 2020A Bonds, the "Bonds"), which shall be issued in one or more series in an aggregate principal amount not to exceed \$37,000,000. The Bonds will be issued to provide funds to finance or refinance the cost of the acquisition, construction, furnishing, and equipping of an approximately 504-bed student housing facility, including the buildings, furniture, fixtures and equipment therefor (together with associated site development and various related amenities and improvements) located on the campus of Blinn College District (the "College") in Brenham, Texas (the "Project"), to fund capitalized interest on the Bonds, to pay the costs of issuing the Bonds, to pay certain operating expenses of the Project, and to fund a debt service reserve fund for the Series 2020A Bonds. The Project will be owned by NCCD – Brenham Properties LLC, a Texas limited liability company, and leased to the College. Members of the public may attend or submit written comments prior to the hearing regarding the Project or the Bonds to the Issuer, c/o Jeff Nydegger, Winstead PC, 401 Congress Ave., Ste. 2100, Austin, TX 78701. This notice is published and the hearing is to be held to satisfy the requirements of section 147(f) of the United States Internal Revenue Code.



Regular City Council
AGENDA ITEM 7.

Agenda Item: Discuss and Possibly Act Upon Award of RFQ No. 20-005 Related to Grant Administration and/or Planning Services Related to the Community Development Block Grant Disaster Recovery Mitigation (CDBG-MIT) Program and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-July 16, 2020

Department: Public Works

Staff Contact: Dane Rau

Classification: Regular

SUMMARY STATEMENT:

See attached memo from Dane Rau, Director of Public Works.

ATTACHMENTS:

- (1) Memo from D. Rau
- (2) Possible Mitigation Drainage Projects

RECOMMENDED ACTION:

Award of RFQ No. 20-005 related to Grant Administration and/or Planning Services related to the Community Development Block Grant Disaster Recovery Mitigation (CDBG-MIT) Program to Public Management and authorize the Mayor to execute any necessary documentation



To: Mayor and Council

From: Dane Rau
Director of Public Works

Subject: CDBG-MIT Grant Administration RFQ

Date: July 10, 2020

The Texas General Land Office (GLO) is administering \$4,294,189,000 in U.S. Department of Housing Development (HUD) Community Development Block Grant Mitigation (CDBG-MIT) funds. These CDBG-MIT funds will be used to build and implement structural and non-structural projects, programs, and partnerships throughout the state of Texas that reduce the risks and impacts of future natural disasters. Example of projects include flood control and drainage improvements, infrastructure improvements, green infrastructure, public facilities, and buyouts.

The City is well positioned to have an excellent opportunity to secure disaster recovery funding through the CDBG-MIT program. There are four (4) specific opportunities the City is focusing attention and resources.

1. **2015 Flood State Competition:** The GLO has developed a \$46 million competition for the impacted regions associated to the flooding events of 2015. The Program allocation is split between the HUD Most Impacted and Distressed and the State Most Impacted and Distressed (50% allocated of the \$46 million respectively). For the City of Brenham this means the competition will be within the State Most Impacted and Distressed for \$23 million. Below are general program highlights:
 - a) The GLO has established the minimum application amount at \$3 million and the maximum submission at \$10 million.
 - b) The City may submit up to two (2) applications.
 - c) The GLO has established a specific scoring criteria for this competition, so projects will need to be evaluated carefully to determine which will be most advantageous.
 - d) A 1% match will be required to be competitive within this program.

2. **2016 Flood State Competition:** The GLO has developed a \$147.6 million competition for the impacted regions associated to the flooding events of 2016. The Program allocation is split between the HUD Most Impacted and Distressed and the State Most Impacted and Distressed (50% allocated of the \$147.6 million respectively). For the City of Brenham this means the competition will be within the State Most Impacted and Distressed for \$73.8 million. Below are general program highlights:
 - a) The GLO has established the minimum application amount at \$3 million and the maximum submission at \$10 million.
 - b) The City may submit up to two (2) applications.
 - c) The GLO has established a specific scoring criteria for this competition, so projects will need to be evaluated carefully to determine which will be most advantageous.
 - d) A 1% match will be required to be competitive within this program.
3. **Hurricane Harvey State Mitigation Competition:** The GLO has developed a \$2.1 billion competition for the 49-County Harvey impacted area. The Program allocation is split between the HUD Most Impacted and Distressed and the State Most Impacted and Distressed (50% allocated of the \$2.1 billion respectively). For the City of Brenham this means the competition will be within the State Most Impacted and Distressed for \$1 billion. Below are general program highlights:
 - a) The competition allows for a variety of taxing jurisdictions (i.e. Cities, Counties, Port Authorities, Special Districts, etc.) to submit applications.
 - b) Eligible applicants can submit up to three (3) applications for their jurisdiction as well as partner with other jurisdictions on three (3) regional projects. In short, the City could potentially be part of six (6) total applications. The GLO has established the minimum application amount at \$3 million and the maximum submission at \$100 million.
 - c) The GLO has established a specific scoring criterion for this competition, so projects will need to be evaluated carefully to determine which will be most advantageous.
 - d) A 1% match will be required to be competitive within this program.
4. **Regional Mitigation Program:** The GLO has developed a \$500 million Regional Mitigation Program associated to the Hurricane Harvey impacted regions. The Program allocation is for the Council of Governments (COGs) to develop a Method of Distribution (MOD) for the entities within their region. The Brazos Valley Council of Governments (BVCOG) has been allocated \$10.7 million for the State Most Impacted and Distressed regions. The City may be part of the HUD Most Impacted and Distressed. Below are general program highlights:

- a) By way of comparison, the BVCOG was allocated \$3,007,825 (for infrastructure) during the Harvey Round 1 of which the City of Brenham received \$167,101.39 or approximately 5.6% (it should be noted that BVCOG allocated all cities within the region approximately the same amount). Although the BVCOG has not yet established the evaluation criteria for the development of the MOD, the GLO action plan has set a minimum allocation amount at \$1 million. With this in mind, and providing for some margin of error, the City will need to receive approximately 9.4% of the \$10.7 million in Round 2 allocation to be included in the MOD. Although this is nearly 2x the previous percent of allocation, it could be reasonable to assume since the BVCOG will be required to develop larger allocation amounts and given the City's presence within the region.

Staff requested proposals from qualified grant administration and/or planning service provider(s) to assist the City in preparing applications for and the overall administration or implementation of the proposed CDBG-MIT program project(s). Request for Proposal (RFP) timeline below:

Event	Date
Issuance of RFP	Tuesday, May 26, 2020
1 st Publication Date	Tuesday, May 26, 2020
2 nd Publication Date	Tuesday, June 2, 2020
RFP Questions Deadline (5:00 p.m.)	Friday, June 5, 2020
Proposal Submission Deadline (2:00 p.m.)	Wednesday, June 10, 2020
City Council Consideration/Award	Thursday, July 16, 2020

A selection committee made up of five members including Councilmember Andrew Ebel, Assistant City Manager Donald Reese, Director of Public Works Dane Rau, City Secretary – Director of Administrative Services Jeana Bellinger, and Crystal Locke reviewed and rated the seven received proposals. After evaluating the proposals and scoring the proposals it was decided that the best choice for the City of Brenham was to award the Grant Administration Services to Public Management. Public Management has put together a comprehensive proposal that showed expertise with securing grants for municipalities throughout the Central Texas Region for many years. Their rate schedule was also very attractive in that if the grant is not received the City of Brenham would not financially be obligated for any expenses for grant preparation. Also, if the grant award is successful then Public Management's rate was one of the lowest received at an 8% of the total grant amount between \$1M-\$10M. This rate will be built into the grant and funded through the grant process if awarded.

Staff recommends awarding the Bid #20-005 to Public Management. We have had previous experience working with Public Management and have been successful on receiving smaller grants in the past. With these grants the City will focus on drainage mitigation projects that will help areas of town that are affected by rainfall events. We currently have a large list of projects ranging from \$75,000 to \$500,000 per project. Combined we are looking at a range of \$3 million to \$10M in total project costs.

Potential Projects

Possible Mitigation Drainage Projects

Neibuhr/Rosenbaum Street	E Commerce/Clinton/Seelhorst St	Hickory/East Stone Street
Tom Dee/Marie Street	Gun & Rod Circle/Rosedale Drive	Wayside Street
Heritage Drive	South Baylor Street	North Saeger/Jefferson Street
Hog Branch at Pecan Street	Ralston Creek at Walnut Street	Hog Branch at Alamo Street
Ralston Creek at Gun & Rod Rd	Katherine/Shea Street	Burleson St Low Water Crossing
Clinton Street (Hog Branch)	Pecan Street (Hog Branch)	Creekwood Lane
Old Independence Road	Cardinal Street	Dark Street
North Dixie Street	Sabine Street	Germania/Marie Street
Higgins Branch Improvements (Rippetoe to Fireman’s Park)	Key/South Day St (Hog Branch)	Rivers Street
South Austin/Airline Street	Spinn/South Day Street	Woodson/Ledbetter Lane





Regular City Council
AGENDA ITEM 8.

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

Meeting Type: Regular Meeting-July 16, 2020

Department: Administration

Staff Contact: Jeana Bellinger

Classification: Regular

SUMMARY STATEMENT:

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

ATTACHMENTS:

None

RECOMMENDED ACTION:

No action needed - discussion and update only.