



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, JUNE 21, 2018 AT 1:00 P.M.
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN ST.
BRENHAM, TEXAS**

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags – Councilmember Herring**
- 3. Special Recognition**
 - **GFOA Distinguished Budget Presentation Award**
 - *Eighth Consecutive Year*
- 4. Citizens Comments**

CONSENT AGENDA

5. Statutory Consent Agenda

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

5-a. Minutes from the May 11, 2018 Special City Council Meeting **Pages 1-3**

WORK SESSION

- 6. Discuss and Review the FY2017-18 Second Quarter Financial Report** **Pages 4-23**

REGULAR SESSION

7. **Discuss and Possibly Act Upon an Audit Engagement Letter from Seidel Schroeder to Perform an Audit for the Fiscal Year Ending September 30, 2018 and Authorize the Mayor to Execute Any Necessary Documentation**
Pages 24-32
8. **Discuss and Possibly Act Upon the Renewal of City of Brenham Group Health Plan with TML Multistate Intergovernmental Employee Benefits Pool and Establishment of Funding Rates for the Plan Year beginning October 1, 2018 through September 30, 2019 and Authorize the Mayor to Execute Any Necessary Documentation**
Pages 33-36
9. **Discuss and Possibly Act Upon Bid No. 18-008 for Gasoline and Diesel Fuel for the City of Brenham's Vehicle and Equipment Fleet and Authorize the Mayor to Execute Any Necessary Documentation**
Pages 37-40
10. **Discuss and Possibly Act Upon a Memorandum of Agreement (MOA) Between the Brazos Valley Council on Alcohol and Substance Abuse (BVCASA) and the City of Brenham and Authorize the Mayor to Execute Any Necessary Documentation**
Pages 41-50
11. **Discuss and Possibly Act Upon Authorizing the Submission of a Grant Application to the Lower Colorado River Authority (LCRA) Through Their Community Development Partnership Program (CDPP) for the Purchase and Installation of a Removable Bollard Traffic System in Downtown Brenham and Authorize the Mayor to Execute Any Necessary Documentation**
Pages 51-61
12. **Discuss and Possibly Act Upon a Professional Services Agreement with Strand Associates, Inc. for Henderson Park Improvements, Phase I, and Authorize the Mayor to Execute Any Necessary Documentation**
Pages 62-78
13. **Discuss and Possibly Act Upon a Memorandum of Agreement (MOA) Between the City of Brenham and Blinn College for the Use of Soccer Fields at Hohlt Park and Jackson Street Park and Authorize the Mayor to Execute Any Necessary Documentation**
Pages 79-84
14. **Discuss and Possibly Act Upon a License Agreement Between the City of Brenham and Veterans of Foreign Wars Post 7104 for Use and Occupancy of Henderson Park for the Display of a Retired F-111 Military Aircraft and Authorize the Mayor to Execute Any Necessary Documentation**
Pages 85-92
15. **Discuss and Possibly Act Upon the Henderson Park Improvements and Dedication Agreement Between the City of Brenham and Veterans of Foreign Wars Post 7104 for Improvements Related to the Display of a Retired F-111 Military Aircraft in Henderson Park and Authorize the Mayor to Execute Any Necessary Documentation**
Pages 93-110

16. **Discuss and Possibly Act Upon a Request for a Noise Variance from Faith Mission and Help Center for a SMART Camp Closing Ceremony at the Dr. Bobbie M. Dietrich Memorial Amphitheatre at Hohlt Park to be Held on July 9, 2018 from 5:00 p.m. – 7:00 p.m. and Authorize the Mayor to Execute Any Necessary Documentation**
Pages 111-112
17. **Discuss and Possibly Act Upon a Request for a Noise Variance from Don and Margaret Davis for a Birthday Party at 800 Pleasantview to be Held on June 23, 2018 from 6:00 p.m. – 11:00 p.m. and Authorize the Mayor to Execute Any Necessary Documentation**
Pages 113-114
18. **Administrative/Elected Officials Report**

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 June 21, 2018 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 June 18, 2018 at **12:45 PM**.

Kacey A. Weiss, TRMC

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 _____, 2018 at _____ AM PM.

Signature

Title

Brenham City Council Minutes

A special meeting of the Brenham City Council was held on May 11, 2018 beginning at 2:00 p.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members present:

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

Members absent:

Councilmember Charlie Pyle
Councilmember Weldon Williams, Jr.

Others present:

City Manager James Fisher, City Secretary Jeana Bellinger, Deputy City Secretary Kacey Weiss, Assistant City Manager – Chief Financial Officer Carolyn Miller, Director of Community Services Wende Ragonis, Fire Chief Ricky Boeker and Assistant City Manager of Public Utilities Lowell Ogle

Citizens present:

Jeff Bevill, Lauren Naida, Joe Robertson, Ricky Dickson, Jenny Van Dorf and Candi Eaton

Media Present:

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

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

There were no citizen comments.

4. **Discuss and Possibly Act Upon Resolution No. R-18-007 Nominating Blue Bell Creameries, L. P. to the Office of the Governor, Economic Development and Tourism for Designation as an Enterprise Project Under the Texas Enterprise Zone Program**

City Manager James Fisher presented this item. Fisher explained that the City was notified last week by Blue Bell Creameries of their intent to apply to the Office of Governor as an Enterprise Project under the Texas Enterprise Zone Project. Fisher stated that in the next five (5) years, Blue Bell is planning to invest over \$40,000,000 in capital improvements by way of new construction, facility improvements and equipment upgrades. Fisher noted that in accordance with Chapter 2303 of the Texas Government Code, Blue Bell's capital improvements qualify as an enterprise project under the Texas Enterprise Zone Program.

A motion was made by Councilmember Goss and seconded by Mayor Pro Tem Ebel to approve Resolution No. R-18-007 nominating Blue Bell Creameries, L. P. to the Office of the Governor, Economic Development and Tourism for designation as an Enterprise Project under the Texas Enterprise Zone Program.

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

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

5. **Discuss and Possibly Act Upon Resolution No. R-18-006 in Opposition of the Bluebonnet Haven Residential Facility**

A motion was made by Councilmember Herring and seconded by Councilmember Cantey to remove Item 5 from the table.

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

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

City Manager James Fisher presented this item. Fisher explained that the City of Brenham is supporting the Brenham Independent School District (BISD) in their opposition to the opening of Bluebonnet Haven Residential Facility, which is to be located in the BISD jurisdiction. Fisher advised this facility would have a negative economic effect on BISD, as it will substantially increase the student special education population and the services required for students in this program.

A motion was made by Councilmember Cantey and seconded by Councilmember Herring to approve Resolution No. R-18-006 in Opposition of the Bluebonnet Haven Residential Facility.

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

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

(Although a motion to remove this item from the table was seconded and approved by vote of the City Council, with one abstention, such action to remove the item from the table was not necessary because the item was not previously tabled by the City Council. The City Attorney has advised that the unnecessary action of the City Council to remove this item from the table does not affect the validity or legality of the City Council's discussion and action regarding this item at the May 11th City Council meeting.)

6. Administrative/Elected Officials Report

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary



AGENDA ITEM 6

DATE OF MEETING: June 21, 2018	DATE SUBMITTED: June 18, 2018	
DEPT. OF ORIGIN: Finance	SUBMITTED BY: Carolyn D. Miller	
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☐ REGULAR ☒ WORK SESSION	ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION
AGENDA ITEM DESCRIPTION: Discuss and Review FY2017-18 Second Quarter Financial Report		
SUMMARY STATEMENT: See attached Financial Performance Report and Financial Statements for General Fund and Five Utility Funds		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) FY2017-18 Second Quarter Financial Report from CFO; and (2) Financial Performance Reports for General Fund and Five Utility Funds		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: No action required – discussion only		
APPROVALS: James Fisher		



MEMORANDUM

To: Mayor, Council and City Manager

From: Carolyn D. Miller
Assistant City Manager - Chief Financial Officer

Subject: FY2017-18 Second Quarter Financial Report

Date: June 18, 2018

The Finance Division is pleased to provide financial performance reports for the quarter ending March 31, 2018. The General Fund and the five major utility funds are presented. The General Fund includes a comparison of the second quarter actual versus the prior year and a comparison to budget. The utility funds include a second quarter comparison of actual to budget and a comparison to the annual budget. We are also presenting the Electric and Gas Funds without the impact of wholesale power/commodity costs and the associated pass-thru revenue.

Actual to Budget Comparison

Relative to budget, the City experienced favorable performance across all funds for the quarter ended March 31, 2018. The City of Brenham's financial performance continues to be positive and no unusual or unanticipated trends are noted.

FINANCIAL PERFORMANCE SUMMARY

Fund	For Period Ending March 31, 2018				
	YTD Revenues	YTD Expenditures	Actual Net Revenues (Loss)	Budgeted Net Revenues (Loss)	Actual to Budget Comparison
General	\$ 8,547,742	\$ 8,052,597	\$ 495,145	\$ 285,889	\$ 209,256
Electric Distribution	\$ 3,391,597	\$ 3,388,945	\$ 2,651	\$ (116,335)	\$ 118,986
Gas Distribution	\$ 888,553	\$ 702,780	\$ 185,774	\$ 75,055	\$ 110,719
Water	\$ 2,042,283	\$ 1,996,266	\$ 46,017	\$ 41,404	\$ 4,613
Wastewater	\$ 2,036,103	\$ 1,830,918	\$ 205,184	\$ 3,483	\$ 201,701
Sanitation	\$ 1,513,312	\$ 1,446,747	\$ 66,565	\$ 24,911	\$ 41,654

GENERAL FUND

The General Fund posted actual net revenues of \$495,145 compared to a budget of \$285,889 which was mainly attributable to lower expenditures in operating departments.

Revenues of \$8,547,742 are favorable to budget by \$66,557, with notable variances detailed below:

- Property taxes are higher than budget by \$49,584;
- Sales taxes are behind budget \$47,414;
- Franchise taxes paid to the General Fund are ahead of budget by \$29,426;
- Licenses, permits and fees are ahead of budget by \$47,743 due primarily to increased municipal court revenue; and
- Miscellaneous revenues are ahead of budget by \$54,727 due to local government purchasing cooperative rebates.

Operating expenditures of \$8,052,597 are favorable to budget by \$219,332 and specific categories are detailed below:

- Personnel expenditures are under budget by \$211,490 from vacant positions in the Fire Department, Police Department, Streets, Development Services and Aquatics;
- Maintenance category is over budget by \$35,725 primarily due from repairs to Engine 1;
- Sundry category is favorable to budget by \$77,899 mainly from savings on liability/casualty premiums, and contingency funds at the Airport;

Capital expenditures are tracked in Fund 236 Equipment Fund and are presented in Exhibit I.

ELECTRIC DISTRIBUTION

For the second quarter, Electric Distribution net revenues of \$2,651 were favorable as compared to a budgeted loss of \$116,335. Detail information is provided below:

- Total revenues were \$103,530 higher than budget because Kwh sales were 4 million higher due to winter heating;
- O&M expenditures were \$32,209 unfavorable to budget because of higher franchise fees paid to the General Fund due to higher revenues;
- O&M overages were offset by capital savings. The new kiosk came in under budget on construction costs, and there were favorable timing variances in electric infrastructure projects.

Capital expenditures are shown on the second page of the 2nd quarter financial report.

GAS DISTRIBUTION

For the second quarter, Gas Distribution posted net revenues of \$185,774 which were favorable to budget of \$75,055 due primarily to higher consumption. Detail information is provided below:

- Total revenues were higher than budget by \$73,434 due to higher mcf consumption for winter heating;
- Departmental expenditures were lower than budget by \$14,301;
- Higher revenues increased the franchise taxes paid to the General Fund which were higher than budget by \$7,412; and
- Transfers to General Fund for shared services were lower than budget by \$4,812.

Capital expenditures are shown on the second page of the 2nd quarter financial report.

WATER FUND

The Water Fund experienced favorable net revenues of \$46,017 for the second quarter YTD mainly due to capital projects which were scheduled for the second quarter but were not completed. Detail information is provided below:

- On the volume side, water consumption was almost even with budget at 360.7 million gallons. Revenues were unfavorable by \$38,445 because of customer mix. Industrial (lower rate) consumption was higher than budget while residential consumption was lower than budget;
- Department expenditures were on track with budget; and
- Transfers to General Fund for shared services were lower than budget by \$14,777.

Capital expenditures are shown on the second page of the 2nd quarter financial report.

WASTEWATER FUND

For the second quarter, the Wastewater Fund posted net revenues of \$205,184 which were favorable to budget of \$3,483 due to higher consumption revenues. Detail information is provided below:

- Utility revenues were ahead of budget by \$169,594 due to higher industrial surcharges. We budgeted \$320,000 for the entire year, and have recorded \$338,000 in just 6 months;
- Departmental expenditures were on track with budget; and
- Transfers to General Fund for shared services were lower than budget by \$8,773.

SANITATION FUND

In the Sanitation Fund, operating resources are derived from four business units: Residential Collections, Collection Station, Transfer Station and Recycling Center. The combined operations posted favorable to budget net revenues of \$41,654 for the second quarter. Detail information is provided below:

- Revenues were favorable for the following business units: Transfer Station by \$29,594; Recycling Center by \$12,546; and Residential Collection by \$14,998; the Collection Station was unfavorable by \$11,714;
- Combined departmental expenditures were on track with budget; and
- Transfers to General Fund for shared services were lower than budget by \$4,100.

Capital expenditures are shown on the second page of the 2nd quarter financial report.

CONCLUSION

As noted in the opening paragraph, the actual to budget variance was favorable in all funds for the second quarter of FY18. The City of Brenham's financial performance continues to be positive and no unusual or unanticipated trends are noted.

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

NOTE: The financial performance reports for the General Fund and five utility funds are attached to this memorandum, and are an integral part of the quarterly financial performance report.

GENERAL FUND

2ND QUARTER PERFORMANCE



EXHIBIT A

TOTAL OPERATING RESOURCES

ACTUAL VERSUS PRIOR YEAR				ACTUAL VERSUS BUDGET		
YTD	YTD	FAV/(UNFAV)		YTD	YTD	FAV/(UNFAV)
ACT FY17	ACT FY18	VARIANCE		BUD FY18	ACT FY18	VARIANCE
REVENUES						
3,677,547	3,966,094	288,547	PROPERTY TAX	3,869,759	3,966,094	96,334
(1,748,018)	(1,924,699)	(176,681)	- DEFERRED PROP TAX (1)	(1,877,949)	(1,924,699)	(46,750)
2,404,190	2,424,949	20,759	SALES TAX (2)	2,472,363	2,424,949	(47,414)
1,143,048	1,201,545	58,497	UTILITIES FRANCHISE TAX	1,172,119	1,201,545	29,426
248,139	258,979	10,840	OTHER TAXES	271,833	258,979	(12,855)
5,724,906	5,926,868	201,962	SUBTOTAL TAXES	5,908,127	5,926,868	18,741
510,172	535,435	25,263	LICENSES, PERMITS & FEES	487,692	535,435	47,743
226,513	256,877	30,365	MISCELLANEOUS	202,150	256,877	54,727
46,770	46,033	(736)	AQUATICS	45,344	46,033	689
14,467	15,552	1,085	ANIMAL CONTROL	11,971	15,552	3,581
6,522,827	6,780,765	257,938	TOTAL REVENUES	6,655,284	6,780,765	125,481
2,811,248	1,681,297	(1,129,951)	TRANSFERS-IN	1,677,822	1,681,297	3,475
145,357	85,680	(59,677)	INTERLOCAL AGREEMENTS	148,079	85,680	(62,399)
9,479,433	8,547,742	(931,690)	TOTAL OP RESOURCES	8,481,185	8,547,742	66,557

(1) Approximately 97% of property tax revenue is collected in the second quarter. A portion is deferred to cover operating expenditures later in the year.

(2) Reflects October 2017 to March 2018 sales tax collected in December 2017 to May 2018.

EXHIBIT B

TOTAL USES OF OPERATING RESOURCES

ACTUAL VERSUS PRIOR YEAR				ACTUAL VERSUS BUDGET		
YTD	YTD	FAV/(UNFAV)		YTD	YTD	FAV/(UNFAV)
ACT FY17	ACT FY18	VARIANCE		BUD FY18	ACT FY18	VARIANCE
EXPENDITURES						
7,363,815	7,745,206	(381,390)	OPERATING DEPTS	7,997,157	7,745,206	251,951
319,581	277,419	42,162	NON-DEPT DIRECT	252,329	277,419	(25,090)
24,253	29,972	(5,720)	NON-DEPT MISC (3)	22,443	29,972	(7,529)
7,707,650	8,052,597	(344,948)	TOTAL EXPENDITURES	8,271,929	8,052,597	219,332
900,000	0	900,000	TRANSFERS-OUT	0	0	0
8,607,650	8,052,597	555,052	TOTAL USES OP RESOURCES	8,271,929	8,052,597	219,332

(3) Excludes uncollectible accounts.

GENERAL FUND

2ND QUARTER PERFORMANCE



EXHIBIT C

NET REVENUES

ACTUAL VERSUS PRIOR YEAR			ACTUAL VERSUS BUDGET		
YTD	YTD	FAV/(UNFAV)	YTD	YTD	FAV/(UNFAV)
ACT FY17	ACT FY18	VARIANCE	BUD FY18	ACT FY18	VARIANCE
9,479,433	8,547,742	(931,690)	8,481,185	8,547,742	66,557
8,607,650	8,052,597	555,052	8,271,929	8,052,597	219,332
871,783	495,145	(376,638)	209,256	495,145	285,889
TOTAL OP RESOURCES					
TOTAL USES OP RESOURCES					
NET REVENUES					

EXHIBIT D

UNRESTRICTED FUND BALANCE

ACTUAL VERSUS PRIOR YEAR			ACTUAL VERSUS BUDGET		
YTD	YTD	FAV/(UNFAV)	YTD	YTD	FAV/(UNFAV)
ACT FY17	ACT FY18	VARIANCE	BUD FY18	ACT FY18	VARIANCE
4,113,901	4,519,591	405,691	4,519,591	4,519,591	0
871,783	495,145	(376,638)	209,256	495,145	285,889
0	0	0	0	0	0
BEGINNING BALANCE					
NET REVENUES					
NON-BUDGET/CAFR ADJS					
4,985,684	5,014,736	29,053	4,728,847	5,014,736	285,889
ENDING BALANCE					

EXHIBIT E

DAYS COVERAGE

ACTUAL VERSUS PRIOR YEAR			ACTUAL VERSUS BUDGET		
YTD	YTD	FAV/(UNFAV)	YTD	YTD	FAV/(UNFAV)
ACT FY17	ACT FY18	VARIANCE	BUD FY18	ACT FY18	VARIANCE
CALCULATION					
6,522,827	6,780,765	257,938	6,655,284	6,780,765	125,481
145,357	85,680	(59,677)	148,079	85,680	(62,399)
6,668,184	6,866,445	198,261	6,803,363	6,866,445	63,082
36,538	37,624	1,086	37,279	37,624	346
4,985,684	5,014,736	29,053	4,728,847	5,014,736	285,889
3,288,420	3,386,192	97,773	3,355,083	3,386,192	31,109
1,697,264	1,628,544	(68,720)	1,373,764	1,628,544	254,780
136	133	(3)	127	133	6
EXCESS/(SHORTFALL)					
DAYS COVERAGE					

(4) Annualized

GENERAL FUND
2ND QUARTER PERFORMANCE



EXHIBIT F

DEPARTMENT EXPENDITURES BY CATEGORY

ACTUAL VERSUS PRIOR YEAR			ACTUAL VERSUS BUDGET		
YTD	YTD	FAV/(UNFAV)	YTD	YTD	FAV/(UNFAV)
ACT FY17	ACT FY18	VARIANCE	BUD FY18	ACT FY18	VARIANCE
EXPENSE CATEGORY					
5,067,356	5,388,320	(320,964)	5,599,810	5,388,320	211,490
415,270	438,731	(23,461)	446,489	438,731	7,758
361,622	355,384	6,238	319,659	355,384	(35,725)
948,620	1,054,917	(106,297)	1,054,959	1,054,917	42
190,911	144,047	46,864	134,535	144,047	(9,512)
380,036	363,806	16,230	441,705	363,806	77,899
7,363,815	7,745,206	(381,390)	7,997,157	7,745,206	251,951
TOTAL					

EXHIBIT G

DEPARTMENT EXPENDITURES BY DEPARTMENT

ACTUAL VERSUS PRIOR YEAR			ACTUAL VERSUS BUDGET		
YTD	YTD	FAV/(UNFAV)	YTD	YTD	FAV/(UNFAV)
ACT FY17	ACT FY18	VARIANCE	BUD FY18	ACT FY18	VARIANCE
DEPARTMENT					
376,664	498,401	(121,736)	493,261	498,401	(5,139)
222,394	215,955	6,439	248,987	215,955	33,032
105,394	111,215	(5,821)	117,706	111,215	6,491
66,053	63,313	2,740	73,873	63,313	10,560
64,102	66,697	(2,595)	69,555	66,697	2,858
347,271	362,106	(14,835)	351,957	362,106	(10,149)
448,295	476,796	(28,502)	472,451	476,796	(4,345)
130,171	139,210	(9,039)	144,574	139,210	5,364
556,015	545,433	10,582	587,038	545,433	41,605
523,305	571,232	(47,926)	570,216	571,232	(1,015)
281,777	268,448	13,329	280,924	268,448	12,476
29,082	50,346	(21,264)	48,824	50,346	(1,522)
172,264	202,236	(29,972)	214,099	202,236	11,863
287,396	295,559	(8,163)	313,958	295,559	18,399
240,823	144,865	95,958	266,627	144,865	121,762
1,907,845	1,878,435	29,410	1,892,960	1,878,435	14,524
837,203	936,423	(99,221)	944,321	936,423	7,898
177,922	270,702	(92,780)	222,682	270,702	(48,019)
220,827	224,228	(3,402)	239,443	224,228	15,214
129,541	144,373	(14,832)	148,087	144,373	3,714
239,470	279,232	(39,762)	295,612	279,232	16,380
7,363,815	7,745,206	(381,390)	7,997,157	7,745,206	251,951
TOTAL					

**GENERAL FUND
2ND QUARTER PERFORMANCE**



EXHIBIT H

CAPITAL EXPENDITURE DETAIL

ACTUAL VERSUS PRIOR YEAR			ITEM	ACTUAL VERSUS BUDGET		
YTD	YTD	FAV/(UNFAV)		YTD	YTD	FAV/(UNFAV)
ACT FY17	ACT FY18	VARIANCE		BUD FY18	ACT FY18	VARIANCE
1,520	0	1,520	DEPT 122 - ROLLER LAMINATOR (1/2 COST)	0	0	0
6,500	0	6,500	DEPT 141 - KAWASAKI MULE (USED)	0	0	0
1,336	0	1,336	DEPT 141 - WACKER PACKER	0	0	0
27,670	0	27,670	DEPT 141 - DRAINAGE AREA ANALYSIS	0	0	0
11,799	0	11,799	DEPT 144 - PAINT MACHINE FOR FIELDS	0	0	0
3,705	0	3,705	DEPT 144 - EXPRESSION SWINGS	0	0	0
10,851	0	10,851	DEPT 146 - LANDSCAPING	0	0	0
1,956	0	1,956	DEPT 146 - TEEN ROOM GAMING EQUIPMENT	0	0	0
17,265	0	17,265	DEPT 151 - UPGRADE IN CAR CAMERAS	0	0	0
1,575	0		DEPT 151 - PATROL DESK COUNTER	0	0	0
11,762	0	11,762	DEPT 152 - HANDHELD RADIOS	0	0	0
248	0	248	DEPT 152 - STRIPE PARKING LOT	0	0	0
1,978	0	1,978	DEPT 154 - HANDHELD RADIO	0	0	0
92,748	42,365	50,382	DEPT 141 - REHAB TO VARIOUS STREETS	50,000	42,365	7,635
0	1,270	(1,270)	DEPT 122 - CABINET	0	1,270	(1,270)
0	41,758	(41,758)	DEPT 050 - RMS SYSTEM	41,685	41,758	(73)
0	3,726	(3,726)	DEPT 131 - PORTABLE PRESSURE WASHER	3,500	3,726	(226)
0	1,950	(1,950)	DEPT 131 - SCAN TOOL FOR LARGE TRUCKS	1,450	1,950	(500)
0	5,850	(5,850)	DEPT 148 - SEPTIC SYSTEM AT NEW HANGARS	0	5,850	(5,850)
0	17,670	(17,670)	DEPT 149 - CONCRETE BACK PARKING LOT	17,000	17,670	(670)
0	1,199	(1,199)	DEPT 151 - SHREDDER	1,200	1,199	1
0	28,259	(28,259)	DEPT 172 - SWITCHES	19,700	28,259	(8,559)
190,911	144,047	45,289	TOTAL	134,535	144,047	(9,512)

EXHIBIT I

CAPITAL EXPENDITURE DETAIL - FUND 236 EQUIPMENT FUND

ACTUAL VERSUS PRIOR YEAR			ITEM	ACTUAL VERSUS BUDGET		
YTD	YTD	FAV/(UNFAV)		YTD	YTD	FAV/(UNFAV)
ACT FY17	ACT FY18	VARIANCE		BUD FY18	ACT FY18	VARIANCE
17,390	0	17,390	DEPT 141 - THERMO PAINT STRIPER	0	0	0
62,132	0	62,132	DEPT 144 - 10' ROTARY MOWER	0	0	0
56,211	0	56,211	DEPT 144 - 8' REEL MOWER	0	0	0
32,780	0	32,780	DEPT 144 - 6' ROTARY MOWER	0	0	0
11,325	0	11,325	DEPT 146 - MICROFILM READER	0	0	0
46,834	0	46,834	DEPT 152 - 1 TON CREW CAB 4X4 TRUCK	0	0	0
3,300	8,938	(5,638)	DEPT 122 - PERMIT/INSPECTION SOFTWARE	0	8,938	(8,938)

GENERAL FUND
2ND QUARTER PERFORMANCE



50,597	39,953	10,644	DEPT 151 - POLICE VEHICLES	43,750	39,953	3,797
0	2,400	(2,400)	DEPT 049 - CITY WEBSITE RE-DESIGN	53,710	2,400	51,310
0	11,197	(11,197)	DEPT 121 - COUNCIL CHAMBERS TECH UPGRAI	40,000	11,197	28,803
0	74,583	(74,583)	DEPT 125 - WAYFINDING SIGNAGE	0	74,583	(74,583)
0	84,797	(84,797)	DEPT 131 - CITY HALL EXTERIOR REFURB	85,000	84,797	203
0	18,370	(18,370)	DEPT 131 - CITY HALL SIGNAGE	45,000	18,370	26,630
0	29,487	(29,487)	DEPT 131 - 1/2 TON PICKUP TRUCK	30,000	29,487	513
0	11,729	(11,729)	DEPT 152 - REPAIRS TO FIRE MUSEUM	35,000	11,729	23,271
0	35,318	(35,318)	DEPT 172 - CORE NETWORK SWITCH	30,500	35,318	(4,818)
280,568	316,771	(36,202)	TOTAL	362,960	316,771	46,189

CITY OF BRENHAM
ELECTRIC FUND DISTRIBUTION
FY18 2ND QUARTER PERFORMANCE

\$	YTD				ANNUAL	YTD ACTUAL
	FY18 ACTUAL	FY18 BUDGET	FAV/(UNFAV) TO BUDGET	FAV/(UNFAV) % TO BUDGET	FY18 BUDGET	AS % TO BUDGET
FUNDING RESOURCES FROM CURRENT OPERATIONS						
REVENUES						
DISTRIBUTION CONSUMPTION REVENUES	2,726,016	2,679,098	46,918	1.8%	5,824,126	46.8%
OTHER DISTRIBUTION REVENUES	353,650	279,717	73,933	26.4%	655,514	53.9%
TOTAL DISTRIBUTION REVENUES	3,079,666	2,958,815	120,851	4.1%	6,479,640	47.5%
TRANSFERS-IN	311,931	329,252	(17,321)	-5.3%	674,687	46.2%
TOTAL FUNDING RESOURCES	3,391,597	3,288,067	103,530	3.1%	7,154,327	47.4%
USES OF FUNDING RESOURCES BEFORE CAPITAL REQ						
OPERATING EXPENDITURES						
DEPARTMENT EXPENDITURES (DEPTS 100, 110, 132, 160, 161)						
- PERSONNEL & BENEFITS	958,221	983,374	25,154	2.6%	2,115,090	45.3%
- SUPPLIES (FUEL, COMPUTERS, ETC)	69,217	72,582	3,365	4.6%	131,425	52.7%
- MAINTENANCE (VEHICLES, EQUIPMENT, PLANT, ETC)	35,990	38,238	2,248	5.9%	115,600	31.1%
- SERVICES (UTILITIES, CONSULTANTS, CONTRACTS, ETC)	138,318	142,116	3,798	2.7%	461,206	30.0%
- NON CAPITAL (SMALL ITEM - \$1,000 TO \$14,999 - PURCHASES)	30,112	18,540	(11,572)	-62.4%	43,700	68.9%
- SUNDRY (UNCOLLECTIBLE ACCTS, TRAVEL, CRED CARD FEES, ETC)	67,330	60,736	(6,594)	-10.9%	167,006	40.3%
TOTAL DEPARTMENT EXPENDITURES	1,299,188	1,315,585	16,397	1.2%	3,034,028	42.8%
FRANCHISE FEE (27% CONSUMPTION REVENUES)	736,024	723,356	(12,668)	-1.8%	1,572,514	46.8%
TRANSFERS TO GENERAL FUND (FOR SHARED SERVICES)	944,471	908,532	(35,939)	-4.0%	1,817,064	52.0%
TOTAL OPERATING EXPENDITURES	2,979,683	2,947,474	(32,209)	-1.1%	6,423,606	46.4%
DEBT SERVICE						
CURRENT DEBT SCHEDULE (ACCRUAL BASIS)	69,228	69,228	0	0.0%	138,455	50.0%
TOTAL USES OF FUNDING RESOURCES BEFORE CAPITAL REQ	3,048,910	3,016,701	(32,209)	-1.1%	6,562,061	46.5%
NET FUNDING RESOURCES (LOSS) BEFORE CAP REQ	342,686	271,365	71,321	26.3%	592,267	57.9%
CAPITAL - REVENUE OR RESERVE FUNDING REQUIREMENTS	340,035	387,700	47,665	12.3%	821,510	41.4%
RESERVE CONTRIBUTIONS (RESERVE USES)	2,651	(116,335)	118,986	-102.3%	(229,243)	-1.2%
POWER COSTS OVER/(UNDER) COLLECTION						
	466,569	169,653	296,916	175.0%	96,659	482.7%
FUND BALANCE						
BEGINNING (WORKING CAPITAL BASIS) OCT 1, 2017	9,587,564	9,587,564	0	0.0%	9,587,564	100.0%
NET DISTRIBUTION REVENUES	2,651	(116,335)	118,986	-102.3%	(229,243)	-1.2%
POWER COSTS OVER/(UNDER) COLLECTION	466,569	169,653	296,916	175.0%	96,659	482.7%
CAFR ADJUSTMENTS	0	0	0	NA	0	NA
EST ENDING (WORKING CAPITAL BASIS) MAR 31, 2018	10,056,784	9,640,882	415,902	4.3%	9,454,980	106.4%

CITY OF BRENHAM
ELECTRIC FUND DISTRIBUTION
FY18 2ND QUARTER PERFORMANCE

\$	YTD				ANNUAL FY18 BUDGET	YTD ACTUAL AS % TO BUDGET
	FY18 ACTUAL	FY18 BUDGET	FAV/(UNFAV) TO BUDGET	FAV/(UNFAV) % TO BUDGET		
DEPARTMENTS EXPENDITURES DETAIL						
100 NON-DEPT DIRECT						
SERVICES (BOND ISSUE COSTS)	0	0	0	NA	0	NA
110 NON-DEPT MISC						
SUNDRY (UNCOLLECTIBLE ACCTS, INVENTORY ADJ, CREDIT CD FEES)	30,140	19,410	(10,730)	-55.3%	105,385	28.6%
132 UTILITY BILLING/CUSTOMER SVC						
PERSONNEL	152,573	152,044	(529)	-0.3%	327,794	46.5%
SUPPLIES	31,532	31,200	(332)	-1.1%	52,900	59.6%
MAINTENANCE	0	0	0	NA	0	NA
SERVICES	52,378	55,200	2,822	5.1%	172,175	30.4%
NON CAPITAL	0	0	0	NA	0	NA
CAPITAL	23,553	40,000	16,447	NA	40,000	NA
SUNDRY	75	1,140	1,065	93.4%	3,700	2.0%
TOTAL	260,112	279,584	19,472	7.0%	596,569	43.6%
160 PUBLIC UTILITIES						
PERSONNEL	396,684	399,364	2,680	0.7%	861,349	46.1%
SUPPLIES	12,745	14,243	1,498	10.5%	25,100	50.8%
MAINTENANCE	808	262	(546)	-208.2%	1,200	67.3%
SERVICES	44,856	45,403	547	1.2%	50,371	89.1%
NON CAPITAL	0	1,800	1,800	NA	1,800	0.0%
CAPITAL	21,636	34,000	12,364	NA	34,000	63.6%
SUNDRY	8,941	7,868	(1,073)	-13.6%	13,653	65.5%
TOTAL	485,670	502,940	17,270	3.4%	987,473	49.2%
161 ELECTRIC						
PERSONNEL	408,963	431,966	23,003	5.3%	925,947	44.2%
SUPPLIES	24,940	27,139	2,199	8.1%	53,425	46.7%
MAINTENANCE	35,183	37,976	2,793	7.4%	114,400	30.8%
SERVICES	41,084	41,513	429	1.0%	238,660	17.2%
NON CAPITAL	30,112	16,740	(13,372)	-79.9%	41,900	71.9%
CAPITAL (SEE NEXT PAGE)	294,846	313,700	18,854	6.0%	747,510	39.4%
SUNDRY	28,175	32,318	4,143	12.8%	44,268	63.6%
TOTAL	863,302	901,351	38,050	4.2%	2,166,110	39.9%
161 ELECTRIC CAPITAL DETAIL						
UTILITY LINES	26,620	33,300	6,680	NA	126,000	21.1%
UTILITY LINE-CONTINGENCY	60,571	32,400	(28,171)	-86.9%	65,000	93.2%
UTILITY LINES-CONTRACTORS	122,298	150,000	27,702	NA	210,000	58.2%
TRANSFORMERS	63,439	85,000	21,561	NA	215,000	29.5%
METERS	1,508	6,000	4,492	74.9%	12,000	12.6%
SVC INSTALL	347	3,000	2,653	88.4%	6,000	5.8%
MACHINERY/LARGE EQUIPMENT	0	0	0	NA	20,000	0.0%
STREET LIGHTS/SIGNALS	6,186	4,000	(2,186)	-54.7%	7,000	88.4%
VEHICLES/LARGE EQUIPMENT	0	0	0	NA	86,510	0.0%
SCADA/COMMUNICATIONS	0	0	0	NA	0	NA
WIRELESS MESH	13,877	0	(13,877)	NA	0	NA
FIBER EXPANSION	0	0	0	NA	0	NA
TOTAL	294,846	313,700	18,854	6.0%	747,510	39.4%
TOTAL O&M AND CAPITAL	1,639,223	1,703,285	64,062	3.8%	3,855,538	42.5%

CITY OF BRENHAM
GAS FUND DISTRIBUTION
FY18 2ND QUARTER PERFORMANCE

	YTD				ANNUAL	YTD ACTUAL
\$	FY18 ACTUAL	FY18 BUDGET	FAV/(UNFAV) TO BUDGET	FAV/(UNFAV) % TO BUDGET	FY18 BUDGET	AS % TO BUDGET
FUNDING RESOURCES FROM CURRENT OPERATIONS						
REVENUES						
DISTRIBUTION CONSUMPTION REVENUES	873,844	805,519	68,325	8.5%	1,438,427	60.7%
OTHER DISTRIBUTION REVENUES	14,709	9,600	5,109	53.2%	18,260	80.6%
TOTAL DISTRIBUTION REVENUES	888,553	815,119	73,434	9.0%	1,456,687	61.0%
TRANSFERS-IN	0	0	0	NA	0	NA
TOTAL FUNDING RESOURCES	888,553	815,119	73,434	9.0%	1,456,687	61.0%
USES OF FUNDING RESOURCES BEFORE CAPITAL REQ\$						
OPERATING EXPENDITURES						
DEPARTMENT EXPENDITURES (DEPTS 100, 110, 162)						
- PERSONNEL & BENEFITS	186,134	181,585	(4,549)	-2.5%	388,635	47.9%
- SUPPLIES (FUEL, COMPUTERS, ETC)	12,324	15,162	2,838	18.7%	25,725	47.9%
- MAINTENANCE (VEHICLES, EQUIPMENT, PLANT, ETC)	7,330	13,175	5,845	44.4%	28,400	25.8%
- SERVICES (UTILITIES, CONSULTANTS, CONTRACTS, ETC)	17,265	24,931	7,666	30.7%	49,746	34.7%
- NON CAPITAL (SMALL ITEM - \$1,000 TO \$14,999 - PURCHASES)	14,900	18,361	3,461	18.8%	57,611	25.9%
- SUNDRY (UNCOLLECTIBLE ACCTS, TRAVEL, CRED CARD FEES, ETC)	9,781	8,819	(962)	-10.9%	13,605	71.9%
TOTAL DEPARTMENT EXPENDITURES	247,733	262,033	14,301	5.5%	563,722	43.9%
FRANCHISE FEE (7% CONSUMPTION REVENUES)	141,701	134,289	(7,412)	-5.5%	221,862	63.9%
TRANSFERS TO GENERAL FUND (FOR SHARED SERVICES)	190,628	195,440	4,812	2.5%	390,880	48.8%
TRANSFERS TO ELECTRIC FUND (FOR SHARED SERVICES)	92,254	103,297	11,043	10.7%	196,711	46.9%
TOTAL OPERATING EXPENDITURES	672,316	695,059	22,744	3.3%	1,373,175	49.0%
DEBT SERVICE						
CURRENT DEBT SCHEDULE (ACCRUAL BASIS)	0	0	0	NA	0	NA
TOTAL USES OF FUNDING RESOURCES BEFORE CAPITAL REQ\$	672,316	695,059	22,744	3.3%	1,373,175	49.0%
NET FUNDING RESOURCES (LOSS) BEFORE CAP REQ\$	216,238	120,060	96,178	80.1%	83,512	258.9%
CAPITAL - REVENUE OR RESERVE FDISG REQUIREMENTS	30,464	45,005	14,541	32.3%	151,570	20.1%
RESERVE CONTRIBUTIONS (RESERVE USES)	185,774	75,055	110,719	147.5%	(68,058)	-273.0%
COMMODITY COSTS OVER/(UNDER) COLLECTION						
	58,443	(0)	58,444	NA	31,372	186.3%
FUND BALANCE						
BEGINNING (WORKING CAPITAL BASIS) OCT 1, 2017	1,270,153	1,270,153	0	0.0%	1,270,153	100.0%
NET DISTRIBUTION REVENUES	185,774	75,055	110,719	147.5%	(68,058)	-273.0%
COMMODITY COSTS OVER/(UNDER) COLLECTION	58,443	(0)	58,444	NA	31,372	NA
OASIS INTERCONNECT CHARGE	0	0	0	NA	0	NA
CAFR ADJUSTMENTS	0	0	0	NA	0	NA
ENDING (WORKING CAPITAL BASIS) MAR 31, 2018	1,514,370	1,345,207	169,163	12.6%	1,233,467	122.8%

CITY OF BRENHAM
GAS FUND DISTRIBUTION
FY18 2ND QUARTER PERFORMANCE

	YTD				ANNUAL	YTD ACTUAL
\$	FY18 ACTUAL	FY18 BUDGET	FAV/(UNFAV) TO BUDGET	FAV/(UNFAV) % TO BUDGET	FY18 BUDGET	AS % TO BUDGET
DEPARTMENTS EXPENDITURES DETAIL						
110 NON-DEPT MISC						
SUNDRY (UNCOLLECTIBLE ACCTS, INVENTORY ADJ, CREDIT CD FEES)	2,777	0	(2,777)	NA	7,000	39.7%
160 GAS CAPITAL DETAIL						
804.00 UTILITY LINES						
62C-54 POLY VALVE ADDITIONS	3,669	1,800	(1,869)	-103.8%	1,800	203.8%
62C-55 VINTAGE FARMS (STYLECRAFT)	2,001	2,000	(1)	-0.1%	4,840	41.4%
62C-XX PECAN GLENN PHASE 2	0	2,200	2,200	100.0%	24,080	0.0%
62C-XX SALEM RD DEVELOPMENT	0	0	0	NA	3,200	0.0%
	5,670	6,000	330	5.5%	33,920	16.7%
804.10 UTILITY LINE-CONTINGENCY						
62C-53 W. JEFFSN BRDG STL MAIN RPLCMT	2,895	6,000	3,105	51.7%	10,000	29.0%
808.00 METERS						
62C-17 ANNUAL SERVICE REPLACEMENTS	12,781	14,550	1,769	NA	0	NA
62C-18 ANNUAL NEW SERVICE INSTALLS	4,610	10,980	6,370	58.0%	21,960	21.0%
	17,391	25,530	8,139	31.9%	21,960	79.2%
808.10 SVC INSTALL						
62C-18 ANNUAL NEW SERVICE INSTALLS	3,578	5,200	1,622	31.2%	14,000	25.6%
809.00 GAS REGULATORS						
62C-18 ANNUAL NEW SERVICE INSTALLS	929	2,275	1,346	59.2%	6,000	15.5%
810.00 MACHINERY/EQUIPMENT						
REPLACE MCELROY FUSION MACHINE	0	0	0	NA	19,190	0.0%
813.00 VEHICLES/LARGE EQUIPMENT						
REPLACE UNIT #56 WITH CNG VEHICLE	0	0	0	NA	46,500	0.0%
TOTAL CAPITAL	30,464	45,005	14,541	32.3%	151,570	20.1%

CITY OF BRENHAM
WATER FUND
FY18 YTD 2ND QUARTER PERFORMANCE

	YTD				ANNUAL	YTD ACTUAL
\$	FY18 ACTUAL	FY18 BUDGET	FAV/(UNFAV) TO BUDGET	FAV/(UNFAV) % TO BUDGET	FY18 BUDGET	AS % TO BUDGET
FUNDING RESOURCES FROM CURRENT OPERATIONS						
REVENUES						
CONSUMPTION REVENUES	1,797,247	1,842,328	(45,081)	-2.4%	4,066,940	44.2%
OTHER REVENUES	245,036	238,400	6,636	2.8%	401,800	61.0%
TOTAL DISTRIBUTION REVENUES	2,042,283	2,080,728	(38,445)	-1.8%	4,468,740	45.7%
TRANSFERS-IN	0	0	0	NA	0	NA
TOTAL FUNDING RESOURCES	2,042,283	2,080,728	(38,445)	-1.8%	4,468,740	45.7%
USES OF FUNDING RESOURCES BEFORE CAPITAL REQ						
OPERATING EXPENDITURES						
DEPARTMENT EXPENDITURES (DEPTS 100, 110, 163, 164)						
- PERSONNEL & BENEFITS	332,658	337,429	4,771	1.4%	724,074	45.9%
- SUPPLIES (FUEL, COMPUTERS, ETC)	132,509	135,387	2,878	2.1%	374,910	35.3%
- MAINTENANCE (VEHICLES, EQUIPMENT, PLANT, ETC.)	57,705	61,707	4,003	6.5%	189,041	30.5%
- SERVICES (UTILITIES, CONSULTANTS, CONTRACTS, ETC.)	126,604	119,805	(6,799)	-5.7%	357,980	35.4%
- NON CAPITAL (SMALL ITEM - \$1,000 TO \$14,999 - PURCHASES)	22,876	20,854	(2,022)	-9.7%	31,854	71.8%
- SUNDRY (UNCOLLECTIBLE ACCTS, TRAVEL, CRED CARD FEES, ETC.)	14,035	11,702	(2,333)	-19.9%	36,620	38.3%
TOTAL DEPARTMENT EXPENDITURES	686,386	686,884	497	0.1%	1,714,479	40.0%
FRANCHISE FEE (7% CONSUMPTION REVENUES)	125,808	128,963	3,155	2.4%	284,686	44.2%
PURCHASE COSTS (4200 ACRE FEET)	155,400	154,250	(1,150)	-0.7%	308,500	50.4%
TRANSFERS TO GENERAL FUND (FOR SHARED SERVICES)	193,052	207,829	14,777	7.1%	415,658	46.4%
TRANSFERS TO ELECTRIC FUND (FOR SHARED SERVICES)	115,107	134,384	19,277	14.3%	251,878	45.7%
TOTAL OPERATING EXPENDITURES	1,275,753	1,312,310	36,557	2.8%	2,975,201	42.9%
DEBT SERVICE						
CURRENT DEBT SCHEDULE (ACCRUAL BASIS)	454,884	471,373	16,489	3.5%	942,746	48.3%
TOTAL USES OF FUNDING RESOURCES BEFORE CAPITAL REQ	1,730,638	1,783,683	53,046	3.0%	3,917,947	44.2%
NET FUNDING RESOURCES (LOSS) BEFORE CAP REQ	311,646	297,045	14,601	4.9%	550,793	56.6%
CAPITAL - REVENUE OR RESERVE FUNDING REQUIREMENTS	265,628	255,641	(9,987)	-3.9%	1,021,290	26.0%
RESERVE CONTRIBUTIONS (RESERVE USES)	46,017	41,404	4,613	11.1%	(470,497)	-9.8%
FUND BALANCE						
BEGINNING (WORKING CAPITAL BASIS) OCT 1, 2017	1,488,370	1,488,370	0	0.0%	1,488,370	100.0%
NET DISTRIBUTION REVENUES	46,017	41,404	4,613	11.1%	(470,497)	111.1%
CAFR ADJUSTMENTS	0	0	0	NA	0	NA
EST ENDING (WORKING CAPITAL BASIS) MAR 31, 2018	1,534,387	1,529,774	4,613	0.3%	1,529,774	100.3%

CITY OF BRENHAM
WATER FUND
FY18 YTD 2ND QUARTER PERFORMANCE

	YTD				ANNUAL	YTD ACTUAL
\$	FY18 ACTUAL	FY18 BUDGET	FAV/(UNFAV) TO BUDGET	FAV/(UNFAV) % TO BUDGET	FY18 BUDGET	AS % TO BUDGET
DEPARTMENTS EXPENDITURES DETAIL						
100 NON-DEPT DIRECT						
SERVICES (BOND AGT FEES & ISSUANCE COSTS)	13,994	0	(13,994)	NA	750	1865.9%
110 NON-DEPT MISC						
SUNDRY (UNCOLLECTIBLE ACCTS & INVENTORY ADJ)	2,405	0	(2,405)	NA	18,000	13.4%
063 FEMA/GRANT PROJECTS						
FEMA/GRANT RELATED CAPITAL (SEE NEXT PAGE)	28,233	30,000	1,767	NA	237,085	11.9%
163 WATER TREATMENT DEPT						
PERSONNEL & BENEFITS	212,412	224,227	11,815	5.3%	481,756	44.1%
SUPPLIES (FUEL, COMPUTERS, ETC)	120,188	124,350	4,162	3.3%	355,090	33.8%
MAINTENANCE (VEHICLES, EQUIPMENT, PLANT, ETC)	36,258	34,750	(1,508)	-4.3%	129,500	28.0%
SERVICES (UTILITIES, CONSULTANTS, CONTRACTS, ETC)	97,411	107,344	9,934	9.3%	319,811	30.5%
NON CAPITAL (SMALL ITEM - \$1,000 TO \$14,999 - PURCHASES)	0	0	0	NA	10,000	0.0%
CAPITAL (SEE NEXT PAGE)	180,966	181,200	234	NA	556,764	32.5%
SUNDRY (UNCOLLECTIBLE ACCTS, TRAVEL, CRED CARD FEES, ETC)	6,473	6,671	198	3.0%	11,136	58.1%
TOTAL	653,707	678,542	24,836	3.7%	1,864,057	35.1%
164 WATER CONSTRUCTION DEPT						
PERSONNEL & BENEFITS	120,246	113,201	(7,045)	-6.2%	242,318	49.6%
SUPPLIES (FUEL, COMPUTERS, ETC)	12,321	11,037	(1,284)	-11.6%	19,819	62.2%
MAINTENANCE (VEHICLES, EQUIPMENT, PLANT, ETC)	21,447	26,957	5,511	20.4%	59,541	36.0%
SERVICES (UTILITIES, CONSULTANTS, CONTRACTS, ETC)	15,199	12,461	(2,738)	-22.0%	37,419	40.6%
NON CAPITAL (SMALL ITEM - \$1,000 TO \$14,999 - PURCHASES)	22,876	20,854	(2,022)	-9.7%	21,854	104.7%
CAPITAL (SEE NEXT PAGE)	56,430	44,441	(11,989)	-27.0%	227,441	24.8%
SUNDRY (UNCOLLECTIBLE ACCTS, TRAVEL, CRED CARD FEES, ETC)	5,157	5,031	(126)	-2.5%	7,484	68.9%
TOTAL	253,676	233,983	(19,693)	-8.4%	615,876	41.2%
TOTAL O&M AND CAPITAL EXPENDITURES	952,015	942,525	(9,490)	-1.0%	2,735,769	34.8%
BOND PROCEEDS - WTP COATINGS REHAB PROJECT					655,000	
2ND QUARTER YTD EXPENDITURES					(119,579)	
FY17 REIMBURSEMENT					(38,912)	
BALANCE					496,509	

**CITY OF BRENHAM
WASTEWATER FUND
FY18 2ND QUARTER PERFORMANCE**

\$	YTD				ANNUAL	YTD ACTUAL
	FY18 ACTUAL	FY18 BUDGET	FAV/(UNFAV) TO BUDGET	FAV/(UNFAV) % TO BUDGET	FY18 BUDGET	AS % TO BUDGET
FUNDING RESOURCES FROM CURRENT OPERATIONS						
REVENUES						
CONSUMPTION REVENUES	1,924,430	1,754,835	169,594	9.7%	3,567,425	53.9%
OTHER REVENUES	111,673	55,967	55,706	99.5%	124,434	89.7%
TOTAL DISTRIBUTION REVENUES	2,036,103	1,810,802	225,300	12.4%	3,691,859	55.2%
TRANSFERS-IN	0	0	0	NA	0	NA
TOTAL FUNDING RESOURCES	2,036,103	1,810,802	225,300	12.4%	3,691,859	55.2%
USES OF FUNDING RESOURCES BEFORE CAPITAL REQ						
OPERATING EXPENDITURES						
DEPARTMENT EXPENDITURES (DEPTS 100, 110, 165, 166)						
- PERSONNEL & BENEFITS	246,685	246,876	190	0.1%	528,156	46.7%
- SUPPLIES (FUEL, COMPUTERS, ETC)	67,543	69,113	1,570	2.3%	122,399	55.2%
- MAINTENANCE (VEHICLES, EQUIPMENT, PLANT, ETC)	134,899	138,271	3,371	2.4%	281,700	47.9%
- SERVICES (UTILITIES, CONSULTANTS, CONTRACTS, ETC)	258,905	250,032	(8,873)	-3.5%	601,441	43.0%
- NON CAPITAL (SMALL ITEM - \$1,000 TO \$14,999 - PURCHASES)	22,915	25,599	2,684	10.5%	34,949	65.6%
- SUNDRY (UNCOLLECTIBLE ACCTS, TRAVEL, CRED CARD FEES, ETC)	27,728	27,604	(124)	-0.4%	39,964	69.4%
TOTAL DEPARTMENT EXPENDITURES	758,676	757,494	(1,182)	-0.2%	1,608,609	47.2%
FRANCHISE FEE (7% CONSUMPTION REVENUES)	134,710	122,838	(11,872)	-9.7%	249,720	53.9%
TRANSFERS TO GENERAL FUND (FOR SHARED SERVICES)	122,097	130,870	8,773	6.7%	261,740	46.6%
TRANSFERS TO ELECTRIC FUND (FOR SHARED SERVICES)	62,307	72,740	10,433	14.3%	136,338	45.7%
TOTAL OPERATING EXPENDITURES	1,077,790	1,083,943	6,153	0.6%	2,256,407	47.8%
DEBT SERVICE						
CURRENT DEBT SCHEDULE (ACCRUAL BASIS)	711,604	712,377	773	0.1%	1,424,753	49.9%
TOTAL USES OF FUNDING RESOURCES BEFORE CAPITAL REQ	1,789,394	1,796,319	6,925	0.4%	3,681,160	48.6%
NET FUNDING RESOURCES (LOSS) BEFORE CAP REQ	246,708	14,483	232,225	1603.5%	10,699	2305.8%
CAPITAL - REVENUE OR RESERVE FDIING REQUIREMENTS	41,524	11,000	(30,524)	-277.5%	247,568	16.8%
RESERVE CONTRIBUTIONS (RESERVE USES)	205,184	3,483	201,701	5791.4%	(236,869)	-86.6%
FUND BALANCE						
BEGINNING (WORKING CAPITAL BASIS) OCT 1, 2017	689,490	689,490	0	0.0%	689,490	100.0%
NET REVENUES	205,184	3,483	201,701	5791.4%	(236,869)	-86.6%
CAFR ADJUSTMENTS	0	0	0	NA	0	NA
EST ENDIING (WORKING CAPITAL BASIS) MAR 31, 2018	894,674	692,973	201,701	29.1%	452,621	197.7%

**CITY OF BRENHAM
WASTEWATER FUND
FY18 2ND QUARTER PERFORMANCE**

\$	YTD				ANNUAL	YTD ACTUAL
	FY18 ACTUAL	FY18 BUDGET	FAV/(UNFAV) TO BUDGET	FAV/(UNFAV) % TO BUDGET	FY18 BUDGET	AS % TO BUDGET
DEPARTMENTS EXPENDITURES DETAIL						
066 FEMA & BOND EXPENDITURES						
CAPITAL (SEE BELOW)	29,955	0	(29,955)	NA	35,412	84.6%
100 NON-DEPT DIRECT						
SERVICES (BOND ISSUANCE COSTS)	18,400	0	(18,400)	NA	0	NA
110 NON-DEPT MISC						
SUNDRY (UNCOLLECTIBLE ACCTS & INVENTORY ADJ)	508	0	(508)	NA	10,000	5.1%
165 WASTEWATER CONSTRUCTION DEPT						
PERSONNEL & BENEFITS	78,786	76,120	(2,666)	-3.5%	162,617	48.4%
SUPPLIES (FUEL, COMPUTERS, ETC)	6,314	6,903	589	8.5%	14,028	45.0%
MAINTENANCE (VEHICLES, EQUIPMENT, PLANT, ETC)	28,989	28,321	(668)	-2.4%	55,400	52.3%
SERVICES (UTILITIES, CONSULTANTS, CONTRACTS, ETC)	1,810	4,684	2,874	61.4%	7,022	25.8%
NON CAPITAL (SMALL ITEM - \$1,000 TO \$14,999 - PURCHASES)	14,948	12,699	(2,249)	NA	13,049	114.6%
CAPITAL (SEE BELOW)	11,569	11,000	(569)	-5.2%	173,836	6.7%
SUNDRY (UNCOLLECTIBLE ACCTS, TRAVEL, CRED CARD FEES, ETC)	4,578	4,362	(216)	-4.9%	5,122	89.4%
TOTAL	146,993	144,088	(2,905)	-2.0%	431,074	34.1%
166 WASTEWATER TREATMENT DEPT						
PERSONNEL & BENEFITS	167,899	170,756	2,856	1.7%	365,539	45.9%
SUPPLIES (FUEL, COMPUTERS, ETC)	61,229	62,210	981	1.6%	108,371	56.5%
MAINTENANCE (VEHICLES, EQUIPMENT, PLANT, ETC)	105,911	109,950	4,039	3.7%	226,300	46.8%
SERVICES (UTILITIES, CONSULTANTS, CONTRACTS, ETC)	238,696	245,349	6,653	2.7%	594,419	40.2%
NON CAPITAL (SMALL ITEM - \$1,000 TO \$14,999 - PURCHASES)	7,967	12,900	4,933	38.2%	21,900	36.4%
CAPITAL (SEE BELOW)	0	0	0	NA	38,320	NA
SUNDRY (UNCOLLECTIBLE ACCTS, TRAVEL, CRED CARD FEES, ETC)	22,643	23,242	599	2.6%	24,842	91.1%
TOTAL	604,344	624,406	20,061	3.2%	1,379,691	43.8%
TOTAL O&M AND CAPITAL EXPENDITURES	800,200	768,494	(31,706)	-4.1%	1,856,177	43.1%

CITY OF BRENHAM
SANITATION FUND
FY18 YTD 2ND QUARTER PERFORMANCE

	YTD				ANNUAL	YTD ACTUAL
\$	FY18 ACTUAL	FY18 BUDGET	FAV/(UNFAV) TO BUDGET	FAV/(UNFAV) % TO BUDGET	FY18 BUDGET	AS % TO BUDGET
FUNDING RESOURCES FROM CURRENT OPERATIONS						
REVENUES						
TRANSFER STATION	578,185	548,591	29,594	5.4%	1,128,271	51.2%
COLLECTION STATION	298,653	310,367	(11,714)	-3.8%	806,108	37.0%
RECYCLING CENTER STATION	55,191	42,645	12,546	29.4%	126,320	43.7%
RESIDENTIAL COLLECTION (NET COMMERCIAL)	581,283	566,285	14,998	2.6%	990,502	58.7%
TOTAL DISTRIBUTION REVENUES	1,513,312	1,467,888	45,423	3.1%	3,051,201	49.6%
TRANSFERS-IN	0	0	0	NA	0	NA
TOTAL FUNDING RESOURCES	1,513,312	1,467,888	45,423	3.1%	3,051,201	49.6%
USES OF FUNDING RESOURCES BEFORE CAPITAL REQ						
OPERATING EXPENDITURES						
DEPARTMENT EXPENDITURES (DEPTS 100, 110, 042, 043, 140 & 142)						
- PERSONNEL & BENEFITS	313,655	334,512	20,857	6.2%	717,859	43.7%
- SUPPLIES (FUEL, COMPUTERS, ETC)	109,419	123,298	13,879	11.3%	231,250	47.3%
- MAINTENANCE (VEHICLES, EQUIPMENT, PLANT, ETC.)	77,841	68,250	(9,591)	-14.1%	135,200	57.6%
- SERVICES (UTILITIES, CONSULTANTS, CONTRACTS, ETC.)	476,396	479,483	3,087	0.6%	1,074,545	44.3%
- NON CAPITAL (SMALL ITEM - \$1,000 TO \$14,999 - PURCHASES)	24,670	0	(24,670)	NA	0	NA
- SUNDRY (UNCOLLECTIBLE ACCTS, TRAVEL, CRED CARD FEES, ETC.)	19,500	16,363	(3,137)	-19.2%	23,463	83.1%
TOTAL DEPARTMENT EXPENDITURES	1,021,482	1,021,906	424	0.0%	2,182,317	46.8%
FRANCHISE FEE (7% CONSUMPTION REVENUES)	35,679	34,927	(752)	-2.2%	59,335	60.1%
TRANSFERS TO GENERAL FUND (FOR SHARED SERVICES)	164,449	168,549	4,100	NA	337,098	48.8%
TRANSFERS TO ELECTRIC FUND (FOR SHARED SERVICES)	42,263	47,017	4,754	10.1%	89,760	47.1%
TOTAL OPERATING EXPENDITURES	1,263,873	1,272,399	8,527	0.7%	2,668,510	47.4%
DEBT SERVICE						
CURRENT DEBT SCHEDULE	47,579	47,579	0	NA	95,157	50.0%
TOTAL USES OF FUNDING RESOURCES BEFORE CAPITAL REQ	1,311,451	1,319,978	8,527	0.6%	2,763,667	47.5%
NET FUNDING RESOURCES (LOSS) BEFORE CAP REQ	201,861	147,911	53,950	36.5%	287,534	70.2%
CAPITAL - REVENUE OR RESERVE FUNDING REQUIREMENTS	135,296	123,000	(12,296)	NA	414,000	32.7%
RESERVE CONTRIBUTIONS (RESERVE USES)	66,565	24,911	41,654	167.2%	(126,466)	-52.6%
BUSINESS LINE NET REVENUES						
TRANSFER STATION	(17,547)	(78,353)	60,806	-77.6%	(170,973)	10.3%
COLLECTION STATION	(21,697)	8,336	(30,034)	-360.3%	179,010	-12.1%
RECYCLING CENTER STATION	(55,615)	(54,378)	(1,237)	2.3%	(115,628)	48.1%
RESIDENTIAL COLLECTION (NET COMMERCIAL)	161,424	149,305	12,118	8.1%	(18,875)	-855.2%
	66,565	24,911	41,654	167.2%	(126,466)	-52.6%
FUND BALANCE						
BEGINNING (WORKING CAPITAL BASIS) OCT 1, 2017	1,052,493	1,052,493	0	0.0%	1,052,493	100.0%
NET DISTRIBUTION REVENUES	66,565	24,911	41,654	167.2%	24,911	267.2%
CAFR ADJUSTMENTS	0	0	0	NA	0	NA
EST ENDING BALANCE	1,119,058	1,077,404	41,654	3.9%	1,077,404	103.9%

CITY OF BRENHAM
SANITATION FUND
FY18 YTD 2ND QUARTER PERFORMANCE

\$	YTD				ANNUAL FY18 BUDGET	YTD ACTUAL AS % TO BUDGET
	FY18 ACTUAL	FY18 BUDGET	FAV/(UNFAV) TO BUDGET	FAV/(UNFAV) % TO BUDGET		
DEPARTMENTS EXPENDITURES DETAIL						
110 NON-DEPT MISC						
UNCOLLECTIBLE ACCTS (UNCOLLECTIBLE ACCTS - 142)	0	0	0	NA	3,300	0.0%
INVENTORY ADJUSTMENTS	0	0	0	NA	500	0.0%
OTHER SUNDRY (CREDIT CARDS - 043)	2,323	2,500	177	NA	5,000	46.5%
TOTAL	2,323	2,500	177	NA	8,800	26.4%
042 TRANSFER STATION DEPT						
PERSONNEL & BENEFITS	118,809	122,860	4,051	3.3%	264,186	45.0%
SUPPLIES (FUEL, COMPUTERS, ETC)	32,482	41,008	8,526	20.8%	73,950	43.9%
MAINTENANCE (VEHICLES, EQUIPMENT, PLANT, ETC)	38,104	35,750	(2,354)	-6.6%	68,500	55.6%
SERVICES (UTILITIES, CONSULTANTS, CONTRACTS, ETC)	201,468	216,128	14,660	6.8%	527,543	38.2%
NON CAPITAL (SMALL ITEM - \$1,000 TO \$14,999 - PURCHASES)	0	0	0	NA	0	NA
CAPITAL (SEE NEXT PAGE)	119,868	123,000	3,132	NA	193,000	62.1%
SUNDRY (UNCOLLECTIBLE ACCTS, TRAVEL, CRED CARD FEES, ETC)	6,023	4,631	(1,392)	-30.0%	4,931	122.1%
TOTAL	516,754	543,377	26,624	4.9%	1,132,110	45.6%
043 COLLECTION STATION DEPT						
PERSONNEL & BENEFITS	56,118	60,715	4,597	7.6%	130,138	43.1%
SUPPLIES (FUEL, COMPUTERS, ETC)	15,765	15,782	17	0.1%	26,950	58.5%
MAINTENANCE (VEHICLES, EQUIPMENT, PLANT, ETC)	20,556	19,200	(1,356)	-7.1%	38,100	54.0%
SERVICES (UTILITIES, CONSULTANTS, CONTRACTS, ETC)	109,678	107,211	(2,467)	-2.3%	231,294	47.4%
NON CAPITAL (SMALL ITEM - \$1,000 TO \$14,999 - PURCHASES)	11,100	0	(11,100)	NA	0	NA
CAPITAL (SEE NEXT PAGE)	11,648	0	(11,648)	NA	0	NA
SUNDRY (UNCOLLECTIBLE ACCTS, TRAVEL, CRED CARD FEES, ETC)	4,790	1,874	(2,916)	-155.6%	2,374	201.8%
TOTAL	229,654	204,782	(24,872)	-12.1%	428,856	53.6%
140 RECYCLING CENTER DEPT						
PERSONNEL & BENEFITS	63,083	69,001	5,919	8.6%	148,477	42.5%
SUPPLIES (FUEL, COMPUTERS, ETC)	7,233	7,128	(105)	-1.5%	13,650	53.0%
MAINTENANCE (VEHICLES, EQUIPMENT, PLANT, ETC)	5,955	4,150	(1,805)	-43.5%	8,300	71.8%
SERVICES (UTILITIES, CONSULTANTS, CONTRACTS, ETC)	8,508	6,725	(1,782)	-26.5%	15,544	54.7%
NON CAPITAL (SMALL ITEM - \$1,000 TO \$14,999 - PURCHASES)	13,570	0	(13,570)	NA	0	NA
CAPITAL (SEE NEXT PAGE)	3,780	0	(3,780)	NA	36,000	10.5%
SUNDRY (UNCOLLECTIBLE ACCTS, TRAVEL, CRED CARD FEES, ETC)	1,139	1,264	125	9.9%	1,264	90.1%
TOTAL	103,267	88,268	(14,999)	-17.0%	223,235	46.3%
142 RESIDENTIAL COLLECTION DEPT						
PERSONNEL & BENEFITS	75,646	81,935	6,289	7.7%	175,058	43.2%
SUPPLIES (FUEL, COMPUTERS, ETC)	53,939	59,381	5,442	9.2%	116,700	46.2%
MAINTENANCE (VEHICLES, EQUIPMENT, PLANT, ETC)	13,227	9,150	(4,077)	-44.6%	20,300	65.2%
SERVICES (UTILITIES, CONSULTANTS, CONTRACTS, ETC)	156,742	149,418	(7,324)	-4.9%	300,164	52.2%
NON CAPITAL (SMALL ITEM - \$1,000 TO \$14,999 - PURCHASES)	0	0	0	NA	0	NA
CAPITAL (SEE NEXT PAGE)	0	0	0	NA	185,000	0.0%
SUNDRY (UNCOLLECTIBLE ACCTS, TRAVEL, CRED CARD FEES, ETC)	5,226	6,094	868	14.2%	6,094	85.8%
TOTAL	304,779	305,978	1,198	0.4%	803,316	37.9%
TOTAL O&M AND CAPITAL EXPENDITURES						
	1,156,778	1,144,906	(11,872)	-1.0%	2,596,317	44.6%

CITY OF BRENHAM
SANITATION FUND
FY18 YTD 2ND QUARTER PERFORMANCE

\$	YTD				ANNUAL	YTD ACTUAL
	FY18 ACTUAL	FY18 BUDGET	FAV/(UNFAV) TO BUDGET	FAV/(UNFAV) % TO BUDGET	FY18 BUDGET	AS % TO BUDGET
042 TRANSFER STATION CAPITAL DETAIL						
813.00 HAUL TRUCK	119,868	123,000	3,132	NA	123,000	97.5%
813.00 HAUL TRAILER	0	0	0	NA	70,000	0.0%
TOTAL	119,868	123,000	3,132	NA	193,000	62.1%
043 COLLECTION STATION CAPITAL DETAIL						
815.00 DRAINAGE IMPROVEMENTS PHASE 3	11,648	0	(11,648)	NA	0	NA
140 RECYLING CENTER CAPITAL DETAIL						
810.00 REPLACE BALER	0	0	0	NA	18,000	0.0%
810.00 NEW CAN BALER	0	0	0	NA	18,000	0.0%
815.00 RETAINING WALL/PRIVACY FENCE	3,780	0	(3,780)	NA	0	NA
TOTAL	3,780	0	(3,780)	NA	36,000	10.5%
142 RESIDENTIAL COLLECTION CAPITAL DETAIL						
813.00 REPLACE GARBAGE TRUCK	0	0	0	NA	185,000	NA
TOTAL CAPITAL EXPENDITURES	135,296	123,000	(12,296)	NA	414,000	32.7%



AGENDA ITEM 7

DATE OF MEETING: June 21, 2018		DATE SUBMITTED: June 14, 2018	
DEPT. OF ORIGIN: Finance		SUBMITTED BY: Stacy Hardy	
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 an Audit Engagement Letter from Seidel Schroeder to Perform an Audit for Fiscal Year Ending September 30, 2018 and Authorize the Mayor to Execute Any Necessary Documentation			
SUMMARY STATEMENT: Attached is the proposed audit engagement letter from Seidel Schroeder for the fiscal year ending September 30, 2018, with the audit fee range of \$43,900 to \$45,900. This is a \$900 increase over the prior 3 years and is a result of additional testing that will be required due to the adoption of the new GASB 75 accounting standard on Other Post Employment Benefits (OPEB). The fee is based on the assumption that a Single Audit will not be required. At this point we are unsure if we will meet the federal expenditure threshold requirements that trigger a Single Audit. A Single Audit is required when state and federal grant expenditures exceed \$750,000 in a fiscal year. If a Single Audit is required, the engagement letter would be revised and a small fee adjustment would be possible. With the continued growth and complexity of the City's financial activities, the current fee structure is reasonable.			
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):			
A. PROS:			
B. CONS:			
ALTERNATIVES (In Suggested Order of Staff Preference):			
ATTACHMENTS: (1) Audit Engagement Letter from Seidel Schroeder			
FUNDING SOURCE (Where Applicable): Finance Department Budget – Audits & Consultants Account			

RECOMMENDED ACTION: Staff is recommending approval of an audit engagement letter from Seidel Schroeder to perform an audit for the fiscal year ending September 30, 2018 and authorize the Mayor to execute any necessary documentation

APPROVALS: Carolyn D. Miller

May 24, 2018

To The City Council of the
City of Brenham, Texas

We are pleased to confirm our understanding of the services we are to provide for the City of Brenham, Texas for the year ended September 30, 2018. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City of Brenham, Texas, as of and for the year ended September 30, 2018. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Brenham's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Brenham's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principals and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Schedule of Funding Progress – Other Postemployment Benefit Plan (OBEP)
3. Schedule of Changes in Net Pension Liability and Related Ratios – Texas Municipal Retirement System
4. Schedules of Contributions – Texas Municipal Retirement System
5. Schedule of the City's Proportionate Share of the Net Pension Liability – Texas Emergency Services Retirement System
6. Schedule of Contributions – Texas Emergency Services Retirement System

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Brenham's financial statements. We will subject the following

supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements.

1. Combining and individual nonmajor fund financial statements
2. Analysis and budgetary comparison information – Governmental Funds and Blended Component Unit
3. Schedules within the reports for management

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information:

1. Introductory section
2. Statistical data

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the City of Brenham and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the City of Brenham's financial statements. Our report will be addressed to the mayor and councilmembers of City of Brenham. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to

describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City of Brenham is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At

the conclusion of our audit, we will also require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standard*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Brenham's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Management Responsibilities

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings

and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Seidel Schroeder and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant, grantor agency, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Seidel Schroeder personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the parties listed in the above paragraph. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit planning process during October, 2018, audit fieldwork beginning in November, 2018 and to issue our reports no later than March 1, 2019. Michele Kohring

Kwiatkowski is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses will range from \$43,900 to \$45,900. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the City of Brenham, Texas and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

SEIDEL SCHROEDER

By: 
Michele Kohring Kwiatkowski, CPA

RESPONSE:

This letter correctly sets forth the understanding of the City of Brenham, Texas.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____



AGENDA ITEM 8

DATE OF MEETING: June 21, 2018	DATE SUBMITTED: June 18, 2018
DEPT. OF ORIGIN: Finance	SUBMITTED BY: Carolyn D. Miller
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION
ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon the Renewal of City of Brenham Group Health Plan with TML Multistate Intergovernmental Employee Benefits Pool and Establishment of Funding Rates for the Plan Year beginning October 1, 2018 through September 30, 2019 and Authorize the Mayor to Execute Any Necessary Documentation	
SUMMARY STATEMENT: See separate memo from ACM-CFO	
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:	
ALTERNATIVES (In Suggested Order of Staff Preference):	
ATTACHMENTS: (1) Memo from ACM-CFO; and (2) Group Health Insurance Recommended Funding Schedule	
FUNDING SOURCE (Where Applicable): Funds are budgeted in each departmental budget for FY18-19.	
RECOMMENDED ACTION: Approve renewal of City of Brenham Group Health Plan with TML Multistate Intergovernmental Employee Benefits Pool, establish funding rates for plan year beginning October 1, 2018 through September 30, 2019 and authorize the Mayor to execute any necessary documentation	
APPROVALS: James Fisher	



MEMORANDUM

To: Mayor, Council and City Manager

From: Carolyn D. Miller
Assistant City Manager-Chief Financial Officer

Subject: Renewal of Fully-Funded Group Medical Plan with TML MultiState Intergovernmental Employee Benefits Pool and Approval of Funding Rates for Plan Year Beginning October 1, 2018 through September 30, 2019

Date: June 18, 2018

The City of Brenham is a member of the TML MultiState Intergovernmental Employee Benefits Pool (Pool) who has been serving political subdivisions since 1979. Over 900 Texas political subdivisions and some cities in other states such as Oklahoma participate in the benefits offered through this multi-employer pooling strategy.

Change in Plan Year from Calendar Year to Fiscal Year

If you recall, to better align the rerate process with our budget cycle, the City changed our plan year from calendar year to fiscal year, so the renewal that Council is approving is for 12 months beginning October 1, 2018 through September 30, 2019.

Underwriting Assumptions

In May, we attended the TML IEBP annual meeting to review the underwriting assumptions and the 2018-19 Pool rerate. Overall, a 4% increase in contributions was needed from Pool members. The percentage change for Pool members is shown below.

- 11% of members received a decrease in rates
- 29% of members did not get a rate increase
- 15% of members had an increase under 5%
- **27% of members had an increase between 5-10%**
- 6% of members had an increase between 11-15%
- 12% of members had an increase over 15%

Renewal of Fully-Funded Group Medical Plan with TML Multistate Intergovernmental
Employee Benefits Pool and Approval of Funding Rates
for Plan Year Beginning October 1, 2018 through September 30, 2019
Page 2

Group Health Coverage Renewal Rate

The City of Brenham's renewal rate for FY18-19 is 7% which is slightly above the average rate increase of 4% for the Pool. In developing the FY18-19 personnel budget, the City will be absorbing the full 7% increase, meaning employee premium contributions are not changing. The General Fund impact is projected to be \$106,481, with a \$44,517 impact across all utility funds.

Recommendation

We are recommending adoption of the proposed group medical plan rates as shown on the accompanying schedule for the plan year beginning October 1, 2018 through September 30, 2019.

OCTOBER 1, 2018 - SEPTEMBER 30, 2019 PLAN YEAR

CURRENT PLAN (CALENDAR YEAR 2018)					
Tier	Premium	EE Total	City EO	City Dependent	Total
EMP ONLY	\$ 673.06	\$ 32.00	\$ 641.06	\$ -	\$ 673.06
SPOUSE	942.16	319.00	641.06	655.16	1,615.22
CHILD	519.78	190.00	641.06	361.78	1,192.84
FAMILY	1,315.68	432.00	641.06	915.68	1,988.74

RECOMMENDED FUNDING SCHEDULE EFF. OCTOBER 1, 2018									
7.00% Increase for All Tiers									
Tier	Premium	EE Total	City EO	City Dependent	Total	Monthly Emp. Change	Monthly City Change	Annual Emp. Change	Annual City Change
EMP ONLY	\$ 720.18	\$ 32.00	\$ 688.18	\$ -	\$ 720.18	\$ -	\$ 47.12	\$ -	\$ 565.44
SPOUSE	1,008.12	319.00	688.18	721.12	1,728.30	-	113.08	-	1,356.96
CHILD	556.16	190.00	688.18	398.16	1,276.34	-	83.50	-	1,001.99
FAMILY	1,407.78	432.00	688.18	1,007.78	2,127.96	-	139.22	-	1,670.64

COBRA RATES			
Tier	Premium	2% Admin Fee	Total Premium
EMP ONLY	\$ 720.18	\$ 14.40	\$ 734.58
EMP & SP	1,728.30	34.57	1,762.87
EMP & CHILD	1,276.34	25.53	1,301.87
EMP & FAM	2,127.96	42.56	2,170.52

RETIREE RATES			
Tier	Premium	Subsidy	Net Premium
EMP ONLY	\$ 720.18	\$ (100.00)	\$ 620.18
EMP & SP	1,728.30	(200.00)	1,528.30
EMP & CHILD	1,276.34	(200.00)	1,076.34
EMP & FAM	2,127.96	(200.00)	1,927.96



AGENDA ITEM 9

DATE OF MEETING: June 21, 2018	DATE SUBMITTED: June 14, 2018
DEPT. OF ORIGIN: Public Works	SUBMITTED BY: Sara Parker
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION
ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Bid No. 18-008 for Gasoline and Diesel Fuel for the City of Brenham's Vehicle and Equipment Fleet and Authorize the Mayor to Execute Any Necessary Documentation	
SUMMARY STATEMENT: On June 7, 2018 the City of Brenham opened bids for bulk fuel and fleet fueling services. The bid was advertised via newspaper and our City website. One bid was received from Alexander Oil of Brenham. The bid, for profit margin above the average OPIS (Oil Price Information Service) rate was \$0.10 per gallon for unleaded gasoline and clear diesel. This is a drop of \$0.02 cents from the last contract bid in 2015. The profit margin for dyed diesel was bid at \$0.18 per gallon, unchanged from the last contract bid. Alexander Oil provides a location for fleet fill-up, with a back-up location when needed. Alexander also delivers bulk fuel to City locations. Alexander Oil has held the contract for a number of years and has provided more than satisfactory service to the City. Council is requested to award the bid to Alexander Oil based on the pricing provided on the attached bid information sheet.	
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: Local Vendor, excellent service, lower price B. CONS: Only one bid.	
ALTERNATIVES (In Suggested Order of Staff Preference):	
ATTACHMENTS: (1) Bid Information Sheet; and (2) Bid Tabulation Sheet	
FUNDING SOURCE (Where Applicable): Departmental Fuel Budget	

RECOMMENDED ACTION: Award Bid No. 18-008 for gasoline and diesel fuel for the City of Brenham's vehicle and equipment fleet to Alexander Oil and authorize the Mayor to execute any necessary documentation

APPROVALS: James Fisher



Bid Information Sheet

June 8, 2018

IFB 18-008

For: Contract for Fleet Fueling Services

Account to be charged: 202.00

Amount Budgeted: Funds are provided in each Department's operating budget; purchase not to exceed budgeted funds.

Number of bidders sent bid packet: 1

Number of completed bids returned to Purchasing: 1



BID TABULATION

CONTRACT FOR FLEET FUELING SERVICES
IFB 18-008

BIDDER	NO. 2 DYED DIESEL	NO. 2 CLEAR DIESEL	REGULAR GRADE UNLEADED	MEDIUM GRADE UNLEADED	PREMIUM GRADE UNLEADED
Alexander Oil, Brenham, TX	0.18	0.10	0.10	0.10	0.10

Note: The bid is for the company's profit margin per gallon above the average OPIS (Oil Price Information Service) price from the Houston/Hearne rack price.

Alexander Oil is our current supplier.



AGENDA ITEM 10

DATE OF MEETING: June 21, 2018		DATE SUBMITTED: June 8, 2018	
DEPT. OF ORIGIN: Fire		SUBMITTED BY: Ricky Boeker	
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 a Memorandum of Agreement (MOA) Between the Brazos Valley Council on Alcohol and Substance Abuse (BVCASA) and the City of Brenham and Authorize the Mayor to Execute Any Necessary Documentation			
SUMMARY STATEMENT: I would like to start out by giving a short history about Brazos Valley Council on Alcohol and Substance Abuse (BVCASA). Ms. Mary Mattingly founded BVCASA in 1984 in an effort to address the alcohol and drug abuse issues affecting the Brazos Valley community. In 1990, BVCASA provided the first workplace intervention initiative with Project REACH, a modified employee assistance program that offered intervention for adults testing positive on company drug screens. Since 2004, BVCASA prevention services have grown and redirected programs under various categories: Youth Prevention Universal (YPU), Youth Prevention Selective (YPS), Youth Prevention Indicated (YPI), and the Community Coalition Program (CCP). BVCASA currently provides the state authorized Minor in Possession (MIP) Program, the state approved Driving While Intoxicated (DWI) Program, an intensive educational program for both youth and adults entitled Choices Not Chances developed by BVCASA staff. The City of Brenham and the Brenham Fire Department is collaborating with BVCASA in helping to keep prescription medicine away from our children and out of our water supply. We are doing this by having the prescription drop box located at the fire station lobby. Citizens can stop by and drop off unwanted prescription meds and we will dispose of them. In the first week after the news story ran in the newspaper the plastic container inside the drop off box is over half full. This is much more than was expected and this shows that there is definitely a need that we are filling by providing this to our citizens. We are requesting this MOU to formalize the process between BVCASA and the City of Brenham.			
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): PROS: Helps prevent prescription drug abuse by our youths, gives our citizens an avenue to dispose of unneeded prescription drugs safely. B. CONS: Responsibility of disposing collected items,			

ALTERNATIVES (In Suggested Order of Staff Preference):
ATTACHMENTS: (1) Memorandum of Agreement; and (2) Pictures of Drop Box
FUNDING SOURCE (Where Applicable): Current FD Budget for disposal
RECOMMENDED ACTION: Approve a Memorandum of Agreement (MOA) between the Brazos Valley Council on Alcohol and Substance Abuse (BVCASA) and the City of Brenham and authorize the Mayor to execute any necessary documentation
APPROVALS: James Fisher

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement between the Brazos Valley Council on Alcohol and Substance Abuse (BVCASA) and The City of Brenham, a Texas Home Rule Municipal Corporation, located at 200 W. Vulcan Street, Brenham, Texas 77833 is to facilitate the installation, security, maintenance and evaluation protocols for a permanent prescription drug drop box for the community.

The Rx Drug Drop Box program, hereby known as “drop box”, will increase the ability for Brenham residents to easily and properly dispose of unwanted, unused and expired medicines. The drop box is in response to the successful number of Take Back events throughout the county in which thousands of dosage units of medicine have been collected from patients and to the growing number of unwanted pharmaceuticals in the home. There is a great need for a permanent solution in which these medicines can be properly disposed of quickly and anonymously.

BVCASA through CASAP (Community Alcohol & Substance Awareness Partnership) Coalition will:

1. Purchase a permanent disposal drop box from the National Association of Drug Diversion Investigators or an acceptable equivalent drop box that is designed specifically for the purpose of community disposal of unwanted, unused and expired medications.
2. Own the drop box and keep one (1) set of keys in their possession, however, will allow City to use the drop box at no cost in consideration of the City allowing placement of the drop box on City property and City managing operation and maintenance of the drop box.
3. Deliver the drop box directly to the City of Brenham Fire Department Administration lobby at 101 N. Chappell Hill Street, Brenham, TX 77833.
4. In partnership with the City of Brenham through its Police Department and Fire Department, develop written policies and procedures for drop box maintenance. These policies will include a process for reporting totals of weighed content collections, community feedback surveys, and other evaluation processes that will allow the City to maximize potential drop box use.
5. Provide pre-printed signage to affix to the drop box indicating the drop box is part of the BVCASA/CASAP Coalition’s RX Drug Task Force project. This signage will include similar language regarding that only pills and patch prescription drugs shall be deposited and that liquids and needles shall not be deposited in the drop box.
6. Procure and maintain, at its sole cost and expense for the duration of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of this Agreement by BVCASA, its officers, agents, volunteers, and employees. BVCASA insurance shall list the City of Brenham, its officers, agents, volunteers, and employees as additional insureds. The Required Limits of Insurance are attached in **Exhibit “A”**. Certificates of insurance evidencing the required insurance policies are attached in **Exhibit “B”**.

The City will:

1. Coordinate delivery with the BVCASA /CASAP Coalition Coordinator and install the drop box at Brenham Fire Administration.
2. Ensure the drop box is secured to a wall or floor, preferably within law enforcement personnel's view with video surveillance 24 hours a day, 7 days a week and 365 days a year.
3. Ensure the drop box shall be clearly marked that only pills and patch prescription drugs shall be deposited and that liquids and needles shall not be deposited in the drop box.
4. Ensure the drop box is checked on a regular basis and if pills and patches are present, ensure all drugs collected are removed, weighed, and disposed of safely, according to federal/local laws and regulations.
5. Coordinate with BVCASA/CASAP Coalition Coordinator, and participate in a ribbon-cutting media event to promote the drop box site location.
6. Report as collected to the BVCASA/CASAP Coalition Coordinator the cumulative total weight of drugs collected.

General Terms.

1. **Term and Termination.** The initial term of this Agreement is for one (1) year. This agreement shall automatically renew in consecutive one-year terms, until terminated by the either party. The City or BVCASA may terminate this Agreement, with thirty (30) days written notice, for convenience.
2. **Venue.** This Agreement has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Washington County, Texas, and that venue for any lawsuit, claim, dispute, or legal proceeding arising out of or involving this Agreement shall lie exclusively in Washington County, Texas.
3. **Amendment.** This Agreement may only be amended by written instrument approved and executed by the parties.
4. **Waiver of Terms.** No waiver or deferral by either party of any term or condition of this Agreement shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.
5. **Assignment.** This Agreement and the rights and obligations contained herein may not be assigned by the City or BVCASA without the prior written approval of the City or BVCASA.
6. **Invalid Provisions.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or

unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

7. Entire Agreement. This Agreement represents the entire and integrated agreement between the City and BVCASA and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended by written instrument approved and executed by the parties.

8. Agree to Terms. The parties state that they have read the terms and conditions of this Agreement and agree to the terms and conditions contained in this Agreement.

9. Effective Date. This Agreement will be effective when it is signed by the last party making it fully executed.

10. Notice. Any official notice under this Agreement will be sent to the following addresses:

CITY OF BRENHAM

Attn: James Fisher
PO BOX 1079
200 W. Vulcan Street
Brenham, TX 77833
jfisher@cityofbrenham.org

BVCASA

Attn: Bill Roberts
4001 East 29th Street, suite 90
Bryan, TX 77802
broberts@bvcasa.org

11. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and in lieu of each provision that is invalid, illegal or unenforceable, there shall be added a new provision to this Agreement as similar in terms to such invalid, illegal, or unenforceable provision as may be possible and yet be valid, legal and enforceable, by means of good faith negotiation by the Parties to this Agreement or by reform by a court of competent jurisdiction.

12. Indemnification. BVCASA agrees to and shall indemnify, save and hold harmless, and defend the City, officers, agents, volunteers and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including but not limited to attorney's fees and related costs, for personal injury, death, or property damage, destruction, or loss arising out of or connected in any way with the performance of BVCASA officers, agents, volunteers and employees of BVCASA responsibilities under this Agreement, where such personal injury, death, or property damage, destruction, or loss is caused by the BVCASA's negligence or its intentional act or omission, or where such personal injury, death, or property damage, destruction, or loss is caused by the joint negligence of BVCASA and any other person or entity or the joint intentional act or omission of BVCASA and any other person or entity. Such indemnity shall apply where the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence or intentional act or omission of BVCASA.

13. Duplicate Originals. The parties may execute this Agreement in duplicate originals, each of equal dignity.

14. Exhibits. All exhibits to this Agreement are incorporated and made part of this Agreement for all purposes.

BVCASA

By: _____
Crystal Crowell, Executive Director, BVCASA
Date: _____

CITY OF BRENHAM

By: _____
City Manager
Date: _____

APPROVED:

City Attorney
Date: _____

City Secretary
Date: _____

EXHIBIT A INSURANCE REQUIREMENTS

Throughout the term of this Agreement BVCASA must comply with the following:

I. Standard Insurance Policies Required:

- A.** Commercial General Liability
- B.** Business Automobile Liability
- C.** Workers' Compensation

II. General Requirements Applicable to All Policies:

- A.** Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent
- B.** Certificates of Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance-approved forms to the City's Representative at the time of execution of this Agreement; shall be attached to this Agreement as Exhibit B; and shall be approved by the City before work begins
- C.** BVCASA shall be responsible for all deductibles on any policies obtained in compliance with this Agreement. Deductibles shall be listed on the Certificate of Insurance and are acceptable on a per-occurrence basis only
- D.** The City will accept only licensed Insurance Carriers authorized to do business in the State of Texas
- E.** The City will not accept "claims made" policies
- F.** Coverage shall not be suspended, canceled, non-renewed or reduced in limits of liability before thirty (30) days written notice has been given to the City

III. Commercial General Liability

- A.** General Liability insurance shall be written by a carrier rated "A:VIII" or better under the current A. M. Best Key Rating Guide.
- B.** Policies shall contain an endorsement listing the City, its officers, agents, volunteers and employees as Additional Insureds and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain
- C.** Limits of liability must be equal to or greater than \$1,000,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$2,000,000.00. Limits shall be endorsed to be per project.
- D.** No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City's review and acceptance
- E.** The coverage shall not exclude the following: premises/operations with separate aggregate; independent agreements; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

IV. Business Automobile Liability

- A.** Business Automobile Liability insurance shall be written by a carrier rated “A:VIII” or better under the current A. M. Best Key Rating Guide.
- B.** Policies shall contain an endorsement listing the City, its officers, agents, volunteers and employees as Additional Insureds and further providing “primary and non-contributory” language with regard to self- insurance or any insurance the City may have or obtain
- C.** Combined Single Limit of Liability not less than \$1,000,000 per occurrence for bodily injury and property damage.
- D.** The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page
- E.** The coverage shall include any autos, owned autos, leased or rented autos, non-owned autos, and hired autos.

V. Workers’ Compensation Insurance

Workers compensation insurance shall include the following terms:

- A.** Employer’s Liability minimum limits of liability not less than \$1,000,000 for each accident/each disease/each employee are required
- B.** “Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04” shall be included in this policy
- C.** TEXAS must appear in Item 3A of the Workers’ Compensation coverage or Item 3C must contain the following: “All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY”

EXHIBIT B
CERTIFICATES OF INSURANCE



AGENDA ITEM 11

DATE OF MEETING: June 21, 2018	DATE SUBMITTED: June 14, 2018															
DEPT. OF ORIGIN: Public Works	SUBMITTED BY: Dane Rau															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☒ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☐ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☐ 2ND READING</td> </tr> <tr> <td>☐ EXECUTIVE SESSION</td> <td>☒ REGULAR</td> <td>☐ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☒ REGULAR	☐ PUBLIC HEARING	☐ 1ST READING	☐ SPECIAL	☐ CONSENT	☐ 2ND READING	☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION		☐ WORK SESSION	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:														
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☐ SPECIAL	☐ CONSENT	☐ 2ND READING														
☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION														
	☐ WORK SESSION															
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Authorizing the Submission of a Grant Application to the Lower Colorado River Authority (LCRA) Through Their Community Development Partnership Program (CDPP) for the Purchase and Installation of a Removable Bollard Traffic System in Downtown Brenham and Authorize the Mayor to Execute Any Necessary Documentation																
SUMMARY STATEMENT: Lower Colorado River Authority (LCRA) offers a competitive Community Development Partnership Program (CDPP) Grant (up to \$50,000) to communities in their service area. The grant provides funding for capital improvement projects and must meet a need in one of the following areas: education, transportation, public safety, recreation, health care, training, community planning or employment. Grants of \$5,000 or more require a minimum 20 percent match of the total project cost. Downtown Brenham hosts 15 + number of parades and special events annually involving street closures. We are looking to upgrade our common event areas with a removable bollard system, allowing city personnel to implement protective bollards for street closures to protect pedestrians from accidental and intentional vehicle entry into high-casualty pedestrian areas during special events. Removable bollards are excellent for areas that often switch between dedicated pedestrian traffic and vehicle traffic. These bollards allow for removal and replacement as traffic needs dictate. The sleeves are left in-ground for easy reinsertion. Each removable bollard has a locking loop to allow for padlocks, ensuring bollards are securely in place. These temporary bollard sleeves would be installed on all city streets that adjoin both Main St. and Alamo St. such as St. Charles St., Baylor St., Park St. and Douglas St. as well as an alley off Alamo St. The sleeves will be schedule 80 pipe, cemented in the ground at a depth of 12". Theses sleeves will hold the bollards in place while the streets are closed down and are able to be locked in place. Once the event is over, the removable bollards will be taken out of the sleeves and the top cover will be closed which allows vehicular traffic and pedestrians to walk over. They are installed to the grade of the street. The bollards are 6" round by 4 ft. tall and are yellow in color. The bollards are constructed of schedule 40 pipe. Each intersection will have either 5 or 6 sleeves and bollards. The total project cost estimate including installation is \$29,375.00.																

An overview of the Project Scope is included along with installation locations and a high-level timeline. We would like to ask council to support this grant submission for this project. We have had this earmarked for the last year and now the LCRA Grant process has opened up.
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: Interchangeable bollards that will provide additional safety to pedestrians and the public rather than using plastic barricades and cones. Will lessen staff time to operate intersections and will hopefully be funded by a grant. B. CONS: None
ALTERNATIVES (In Suggested Order of Staff Preference):
ATTACHMENTS: (1) Bollards Plus Project Scope and Estimate; and (2) Bollard Picture
FUNDING SOURCE (Where Applicable): LCRA Grant and 20% Matching Funds
RECOMMENDED ACTION: Approve authorizing the submission of a grant application to the Lower Colorado River Authority (LCRA) through their Community Development Partnership Program (CDPP) for the purchase and installation of a Removable Bollard Traffic System in Downtown Brenham and authorize the Mayor to execute any necessary documentation
APPROVALS: James Fisher

PROJECT SCOPE

February 21, 2017

OVERVIEW

1. Removable Bollard System – City of Brenham

The City of Brenham will upgrade its common event areas with a removable bollard system, allowing city personnel to implement protective bollards for street closures (to protect pedestrians from accidental and intentional/terroristic vehicle entry into high-casualty pedestrian areas) during city events and easily remove post event.

2. Project Scope

Manufacture and install removable bollard system for downtown common street closure areas.

3. High-Level Requirements

Bollard system will include, but not be limited to the following basic requirements. Should installation be handled by the customer, Bollards Plus will provide initial training installation of one bollard.

The removable bollard system must include the following:

- Low profile sleeve to prevent trip hazard
- Weep line to prevent water buildup
- Lockable posts to prevent theft
- Schedule 40 steel posts
- Schedule 80+ steel sleeves
- 1/4" top plate
- Heavy duty hinge and locking mechanism
- Set distance maximum not to exceed 48" apart.
- Installation insuring proper alignment and functionality
- Powder coated
- Caps for bollard posts

4. Affected Business Processes

- During installation, designated areas will need to be closed off for 24 hours to allow concrete to fully cure. Installation will be completed in two phases to allow for minimal impact.
- Access to area electrical and water sources required.
- Designated customer representative to approve locations

5. Specific Exclusions from Scope

- Optional exclusion of installation (see proposal number two)
- Locks for locking down bollards when in place

6. High-Level Timeline/Schedule

Manufacture/Order fulfillment

- 14 business days from project approval

Phase One Installation

- Alamo St Installations
- 1 day (to be scheduled upon order completion)
- 24 hour road closure to allow for setup

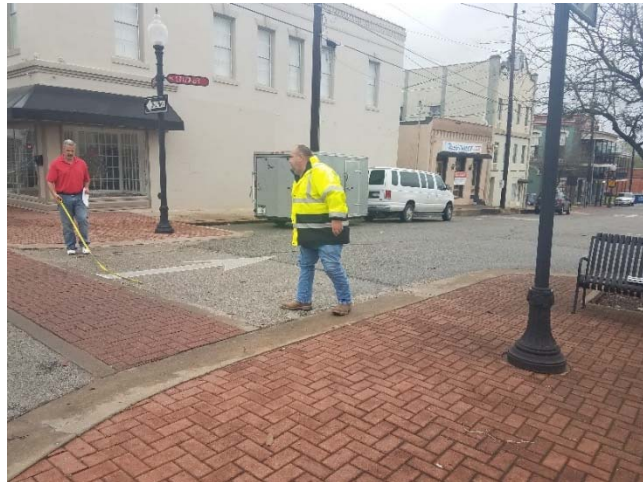
Phase Two Installation

- Main St Installations
- 1 day (to be scheduled upon order completion)
- 24 hour road closure to allow for setup
-

7. Scope

Alamo St (East & West South Intersections)

- **S. St Charles St**
 - o Area: 224"
 - o Bollards Required: 6 bollards, 40" apart
 - o Notes: Two light posts, more than 48" from bollard row start. Bollard placement south of concrete paver border.



- **S. Baylor St**

- o Area: 177"
- o Bollards Required: 5 bollards, 39.25" apart
- o Notes: Two trees more than 48" from bollard row start. Bollard placement south of concrete paver border.



- **S. Park St**

- o Area: 222"
- o Bollards Required: 6 bollards, 39.6" apart
- o Notes: One light post/trash can, one tree more than 48" from bollard row start. Bollard placement south of concrete paver border (not to interfere with parking)



- **S. Douglas St**

- o Area: 216"
- o Bollards Required: 6 bollards, 38.4" apart
- o Notes: One light post, one tree more than 48" from bollard row start. Bollard placement south of concrete paver border



- **117/203 W. Alamo St Alley**

- o Area: 233
- o Bollards Required: 4 bollards, 43.4" apart
- o Notes: Wall on each side (no bollard at wall)". Bollard placement in concrete and paver (soil) south of sidewalk in alignment with wall.



Main St (East & West North Intersections)

- **N. Douglas St**

- o Area: 212
- o Bollards Required: 5 bollards, 48" apart
- o Notes: Two light post, one tree more than 48" from bollard row start. Bollard placement align with posts.



- **N. Park St**

- o Area: 212
- o Bollards Required: 5 bollards, 48" apart
- o Notes: One light post more than 48" from bollard row start. Bollard placement north of concrete paver border (not to interfere with parking)



- **N. Baylor St**

- o Area: 197
- o Bollards Required: 5 bollards, 44.25" apart
- o One light post, one tree more than 48" from bollard row start. Bollard placement south of concrete paver border (not to interfere with parking)



- **N. St Charles St**

- o Area: 213
- o Bollards Required: 5 bollards, 48" apart
- o One light post, one planter more than 48" from bollard row start. Bollard placement south of concrete paver border.



8. Affected Business Processes

- During installation, designated areas will need to be closed off for 24 hours to allow concrete to fully cure. Installation will be completed in two phases to allow for minimal impact.
- Access to area electrical and water sources required.
- Designated customer representative to approve locations

9. Specific Exclusions from Scope

- Optional exclusion of installation (see proposal number two)
- Locks for locking down bollards when in place

10. High-Level Timeline/Schedule

Manufacture/Order fulfillment

- 14 business days from project approval

Phase One Installation

- Alamo St Installations
- 1 day (to be scheduled upon order completion)
- 24 hour road closure to allow for setup

Phase Two Installation

- Main St Installations
- 1 day (to be scheduled upon order completion)
- 24 hour road closure to allow for setup

APPROVAL AND AUTHORITY TO PROCEED

We approve the project as described above, and authorize the team to proceed.

Approved By

Date

Approved By

Date

Bill To

Bubba Herrin

200 W Vulcan St

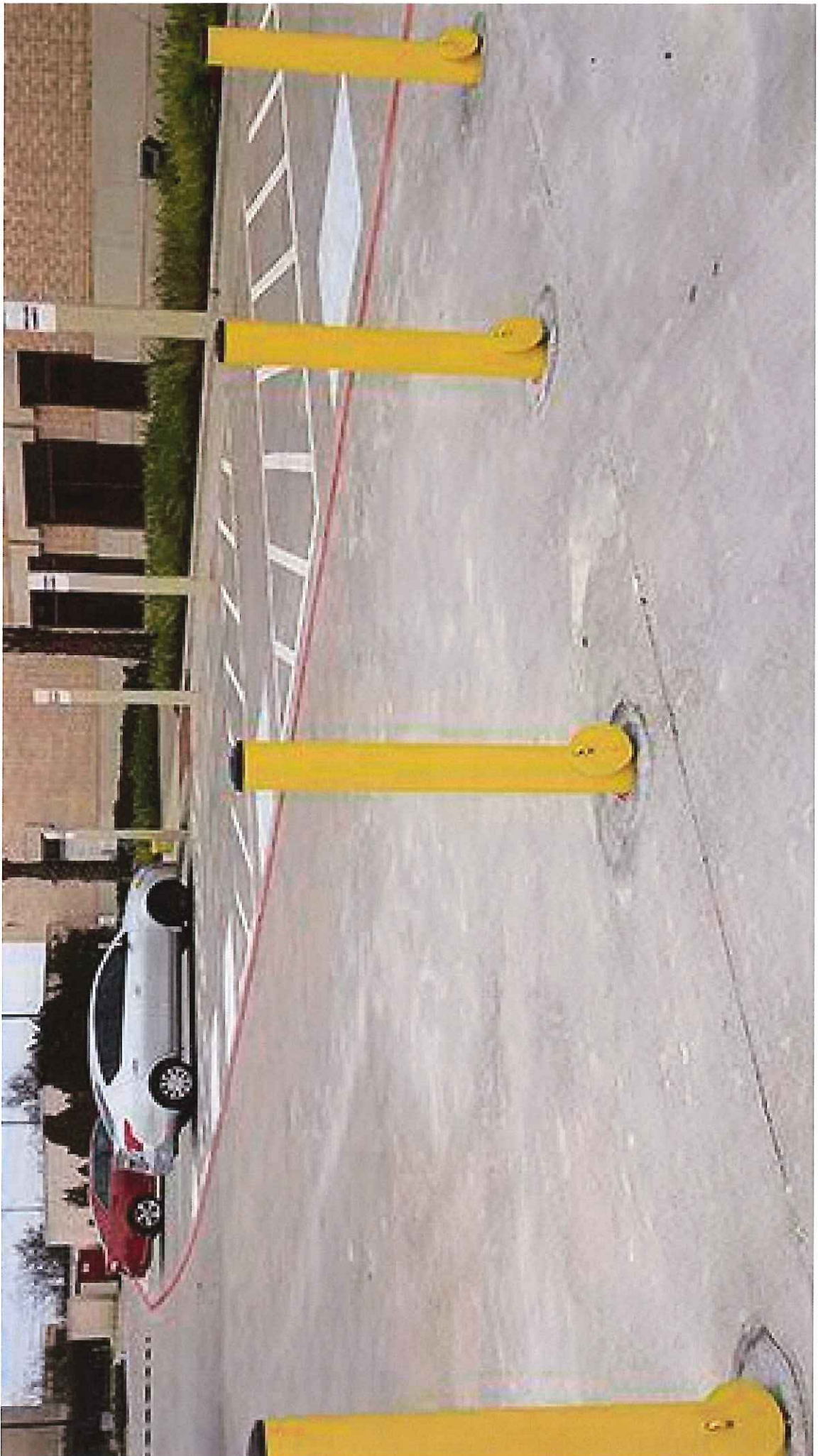
Brenham

77833 TX

Estimate Date : 02/22/17

Expiry Date : 02/22/18

#	Item & Description	Qty	Rate	Amount
1	Removable Bollard System - 6", Paint REMOVABLE BOLLARD SYSTEM - PAINT Removable Bollard System: Inground bollard sleeve (schd 80+) with lockable top plate (1/4" steel), 6"x48" steel bollard post (schd 40 archt. grade) lock hook and welded cap, weep plate and screw tap. Painted Safety Yellow.	47.00 each	325.00	15,275.00
2	INSTALL - CONCRETE Removable Bollard Installation in asphalt & concrete roadways per project scope.	47.00 each	300.00	14,100.00
			Sub Total	29,375.00
			Total	\$29,375.00





AGENDA ITEM 12

DATE OF MEETING: June 21, 2018		DATE SUBMITTED: June 14, 2018	
DEPT. OF ORIGIN: Public Works		SUBMITTED BY: Dane Rau	
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 a Professional Services Agreement with Strand Associates, Inc. for Henderson Park Improvements, Phase 1, and Authorize the Mayor to Execute Any Necessary Documentation			
SUMMARY: Within the last few year, staff and community members have looked at areas to improve within Henderson Park to bring this park back to life and add amenities for all to enjoy. A presentation was made to BCDC, which was in line with the Parks Master Plan and input received from members of the community related to Henderson Park. During the 2017-18 BCDC funding meeting, \$294,500 was allocated to begin Phase I Improvements to this park. Some items did not require engineering which have already been completed such as the newly added playscape next to the kitchen/pavilion area along with the improvements to the basketball courts. Based on the designated funds allocated by BCDC, Strand and Associates provided a mini-master plan of Henderson Park, which outlines how we could improve the amenities within the park in a couple phases. Staff wanted to focus on the community needs first which is included in this PSA. The improvements that will be designed, constructed and bid out first will be a covered barbeque pit area with a sidewalk leading to kitchen, an ADA accessible route along with handicapped parking leading from the parking lot to the kitchen and playscape, ADA improvements to the kitchen/restrooms and concession areas, along with bleacher pads and sidewalk connectivity to the baseball field. These improvements will dramatically enhance Henderson Park along with the ones that have already been installed and are in use. This was presented to the Parks Board and presented to BCDC, which they agreed to move forward with design, bid, and construction based off the bids in which we will receive. By authorizing this PSA to Strand and Associates, it will get us one-step closer to making these improvements reality. The total amount of the PSA, which is funded by BCDC for these services, is \$65,200. The total construction costs if all improvements are chosen in Phase I are estimated at \$252,000 We would like to ask council to authorize the use of BCDC funds to begin the design, bid, and construction part of Phase I. We have already set the table for Phase II funding to complete other items which will finalize the many improvements discussed in the Parks Master Plan and by the park users. We look forward to these enhancements.			

STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: Providing improvements to a park that will benefit the community and provide some economic impact with Phase II around the corner B. CONS: None
ALTERNATIVES (In Suggested Order of Staff Preference):
ATTACHMENTS: (1) Professional Services Agreement; and (2) Henderson Park Improvement Diagram
FUNDING SOURCE (Where Applicable): BCDC
RECOMMENDED ACTION: Approve a Professional Services Agreement with Strand Associates, Inc. for Henderson Park Improvements, Phase 1, and authorize the Mayor to execute any necessary documentation
APPROVALS: James Fisher

**PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
PROJECT NO. 2017-09
CITY OF BRENHAM HENDERSON PARK IMPROVEMENTS, PHASE 1**

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

THIS AGREEMENT made on the _____ day of _____, 20____, entered into, and executed by and between the City of Brenham, Texas (the "City"), a municipal corporation of the State of Texas, and Strand Associates, Inc.® ("Engineer").

WITNESSETH:

WHEREAS, the City desires to design improvements at Henderson Park, as further described in Part A of Attachment "A" (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 Services," 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 Services 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. The City's use of any work product prepared by the Engineer for purposes other than for the intended project shall be at the City's sole risk and without liability to the Engineer.

SECTION IV TIME FOR PERFORMANCE

The time for performance of the Scope of Services is 365 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 services must be coordinated and over which Engineer has no control.

SECTION V COMPLIANCE AND STANDARDS

Engineer agrees to perform the services 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 services 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 services performed under the Scope of Services, on the basis set forth in Attachment "A," up to an amount not to exceed \$65,200, 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:

Strand Associates, Inc.®
203 South Jackson Street
Brenham, Texas 77833
Attn: Robert C. Schmidt, 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 Street
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 City 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. Non-payment within 45 days of receipt of invoice by the City, may at Engineers option, result in suspension of services upon 5 days written notice to the City. Upon receipt of payment in full Engineer will resume services without liability to City for such suspension.

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 2251 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 services 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.

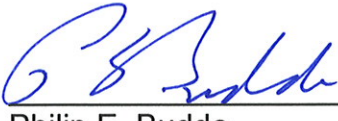
D. Engineer further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed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

IN WITNESS WHEREOF, the City of Brenham has lawfully caused this Agreement to be executed by the Mayor of said City and attested by the City Secretary and Strand Associates, Inc.[®], acting by and through its duly authorized officer/representative, does now sign, execute, and deliver this instrument.

EXECUTED on this _____ day of _____, 20____.

ENGINEER:

STRAND ASSOCIATES, INC.[®]

 6/14/2018
Philip E. Budde Date
President and CEO

CITY OF BRENHAM, TEXAS

Milton Y. Tate Jr. Date
Mayor

ATTEST:

Jeana Bellinger Date
City Secretary

ATTACHMENT "A"

PART A—SCOPE OF SERVICES

Henderson Park Improvements, Phase 1

City of Brenham 2017-09

Description of Project

Project consists of design, bidding-related, and construction-related services for handicapped accessibility upgrades to the existing pavilion kitchen/restroom building and the baseball concession/restroom building, a new covered barbeque pit, two handicapped accessible parking spaces, sidewalks from the existing parking lot to the baseball concession/restroom building and the existing playground, and bleacher pads with connecting sidewalks at the baseball field.

A. Topographic Survey and Planning

Topographic surveying and planning were completed previously by Engineer.

B. General Services

1. Engineer will reference the City's Project Title and City's Project File Numbers on correspondence and submittals.
2. Engineer will manage the efforts of the project team members and consultants, assign manpower, delegate responsibilities, review progress, and monitor conformance to the scope regarding the budget and schedule.
3. Engineer will attend periodic meetings to review the progress of the services. The City shall initiate meetings that include Engineer and its consultants, and, if necessary, the City and other applicable parties. Engineer will prepare and deliver meeting record memorandum of decisions and action items to the City within three working days after each meeting.
4. Engineer will notify the City immediately of deviations from the Scope of Services and Fee agreed to in this Agreement. Engineer shall not perform services outside of the scope without an Amendment to this Agreement.
5. Engineer will submit invoices on the City's standard form to document and present the current status of each milestone noted to record activities and deliverables completed within the month, and to note activities planned for the next month.

C. Engineering Design and Bidding-Related Services

1. Engineer will prepare necessary engineering drawings, specifications, and engineer's opinion of probable construction costs necessary for bidding and construction of the proposed improvements described above. Drawings and specifications prepared by Engineer will be in general conformance with applicable City of Brenham guidelines and standard details. In addition, if required, the Engineer will:
 - a. Obtain required signatures from other governmental agencies, public utilities, and private utilities, which may impact the Project prior to final approval by the City. Governmental agencies include Washington County, the Texas Department of Transportation, and the United States Army Corps of Engineers. Utility signatures include Bluebonnet Electric, AT&T, and cable TV.
 - b. Obtain necessary approvals (permits, license agreements, etc.) from Washington County prior to final approval by the City.
2. The following is intended to provide a general guideline of deliverables and milestones.
 - a. 90 Percent Drawings and Draft Specifications
 - (1) Engineer will submit three sets of construction drawings including necessary plan sheets and details.
 - (2) Engineer will submit three sets of draft construction specifications including the following:
 - (a) Table of Contents.
 - (b) Document 00410 (Bid Form) with all bid items but excluding quantities.
 - (c) Section 01110 (Summary of Work).
 - (d) Technical Specifications (Divisions 0 through 16, as required).
 - (e) Supplemental and nonstandard technical specifications included in Divisions 2 through 16, identified.
 - (f) An opinion of probable construction cost.
 - (g) Documentation that drawings were submitted to private utilities for final review.

- b. Final Drawings and Specifications (100 Percent Design)
 - (1) Engineer will submit bid-ready construction drawings, with review comments resolved (signed and sealed construction drawings with required signatures and construction specifications).
 - (2) Engineer will submit quantity takeoff and documentation.
 - (3) Engineer will assist with acquiring permit approval, as applicable, from Washington County.
 - (4) Engineer will document submittals of drawings to the Texas Department of Licensing and Regulations for Americans with Disabilities Act requirements, if applicable. The City shall procure the services of a licensed accessibility reviewer and pay the review fees.
- c. Engineer will assist the City in preparing for and conducting the prebid conference for the project, including preparation of meeting minutes.
- d. Engineer will prepare necessary addenda to address issues or clarifications necessary for the bidding process.
- e. Engineer will furnish a tabulation of bids received with a written recommendation for the award of a construction contract, and submit within 24 hours after the bid opening.

D. Construction-Related Services

- 1. Engineer will make up to six site visits during times when the contractor is actively performing major construction activities. The site visits are anticipated to be a minimum of one visit biweekly, after the contractor has mobilized and is working. In furnishing site visits, Engineer's efforts will be directed toward determining for the City that the completed project will conform to the Contract Documents; but Engineer will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.
- 2. Engineer will attend and/or lead construction progress meetings on behalf of the City, review contractor submittals, respond to contractor questions, and provide recommendations to the City.

E. Additional Services

Engineer will provide the following services upon written authorization from City:

1. Resident Project Representative (RPR)
 - a. Provide a part-time RPR on site approximately two hours a day, two days a week, for the estimated 60 calendar days of construction. In furnishing observation services, Engineer's efforts will be directed toward determining for the City that the completed project will, in general, conform to the Contract Documents; but Engineer will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.
 - b. Prepare weekly written reports of the contractor's progress.

F. Services Not Provided

1. Hazmat soil testing/evaluation
2. Wetland delineation
3. Flood studies
4. Archeological
5. Land/easement procurement
6. Design revisions after approval
7. Services related to buried waste and contamination
8. Construction staking
9. Geotechnical services for design and construction materials testing

PART B–BASIS OF COMPENSATION AND REIMBURSABLE EXPENSES

Henderson Park Improvements, Phase 1

City of Brenham 2017-09

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.

City shall compensate Engineer for items No. C. and D. on a lump sum basis not to exceed the amounts shown below. Additional Service item No. E.1. will be performed on an hourly basis at the rates shown in the Schedule of Charges, not to exceed the amount shown below.

Services	Fee
C. Engineering Design and Bidding-Related Services	\$ 46,500
D. Construction-Related Services	\$ 15,500
Total	\$ 62,000

Additional Services	Fee
E.1. Resident Project Representative	\$ 3,200
Total	\$ 3,200

SCHEDULE OF CHARGES

Compensation for engineering services shall be on an hourly basis at the rates set forth below which are subject to change annually on July 1.

<u>Engineering Services Classification</u>	<u>Hourly Billing Rates*</u>
Principal Engineer	\$260
Senior Project Manager	\$195
Project Manager	\$155
Engineer	\$120
Engineering Technician	\$110
Graduate Engineer	\$105
NACE Certified Project Representative (Tank Construction)	\$ 90
Project Representative	\$ 95
Computer-Aided Design and Drafting (CADD) Operator	\$ 85
Administrative	\$ 70

* Updated annually on July 1

Compensation for surveying services shall be on an hourly basis at the rates set forth below which are subject to change annually on July 1.

<u>Surveying Services Classification</u>	<u>Hourly Billing Rates*</u>
Registered Professional Land Surveyor	\$165
Surveying Technician	\$ 95
Three-Man Field Party	\$210
Two-Man Field Party	\$150
One-Man Field Party	\$ 95
Global Positioning System (GPS) Equipment	\$ 50
Robotic Total Station	\$ 30

* Updated annually on July 1

Subcontract costs shall be billed at invoice cost plus fifteen percent for handling.

ATTACHMENT "B"

INSURANCE

Henderson Park Improvements, Phase 1

City of Brenham 2017-09



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/31/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ansary & Associates, LLC. MSN 702 N High Point Road Suite 201 Madison WI 53717	CONTACT NAME: Susan Simoneau PHONE (A/C, No, Ext): 800-643-6133 E-MAIL ADDRESS: sue.simoneau@ansary.com		FAX (A/C, No): 608-831-4777
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Strand Associates, Inc. 910 W. Wingra Drive Madison WI 53715	STRAASS-01		INSURER A: CNA Insurance Companies 35289
			INSURER B:
			INSURER C:
			INSURER D:
			INSURER E:
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 110350977 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Blkt. Contractua ☒ XCU cov. incl. GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC			5099170076	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 900,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			5099170062	1/1/2018	1/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			5099170059	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC595126844	1/1/2018	1/1/2019	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Full Prior Acts			AEH113974097	7/11/2017	7/11/2018	Each Claim 2,000,000 Aggregate 2,000,000 Full Prior Acts

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
PROJECT: City of Brenham Henderson Park Improvements PROJECT NO. 2017-09
Job #: 3900.219

CERTIFICATE HOLDER

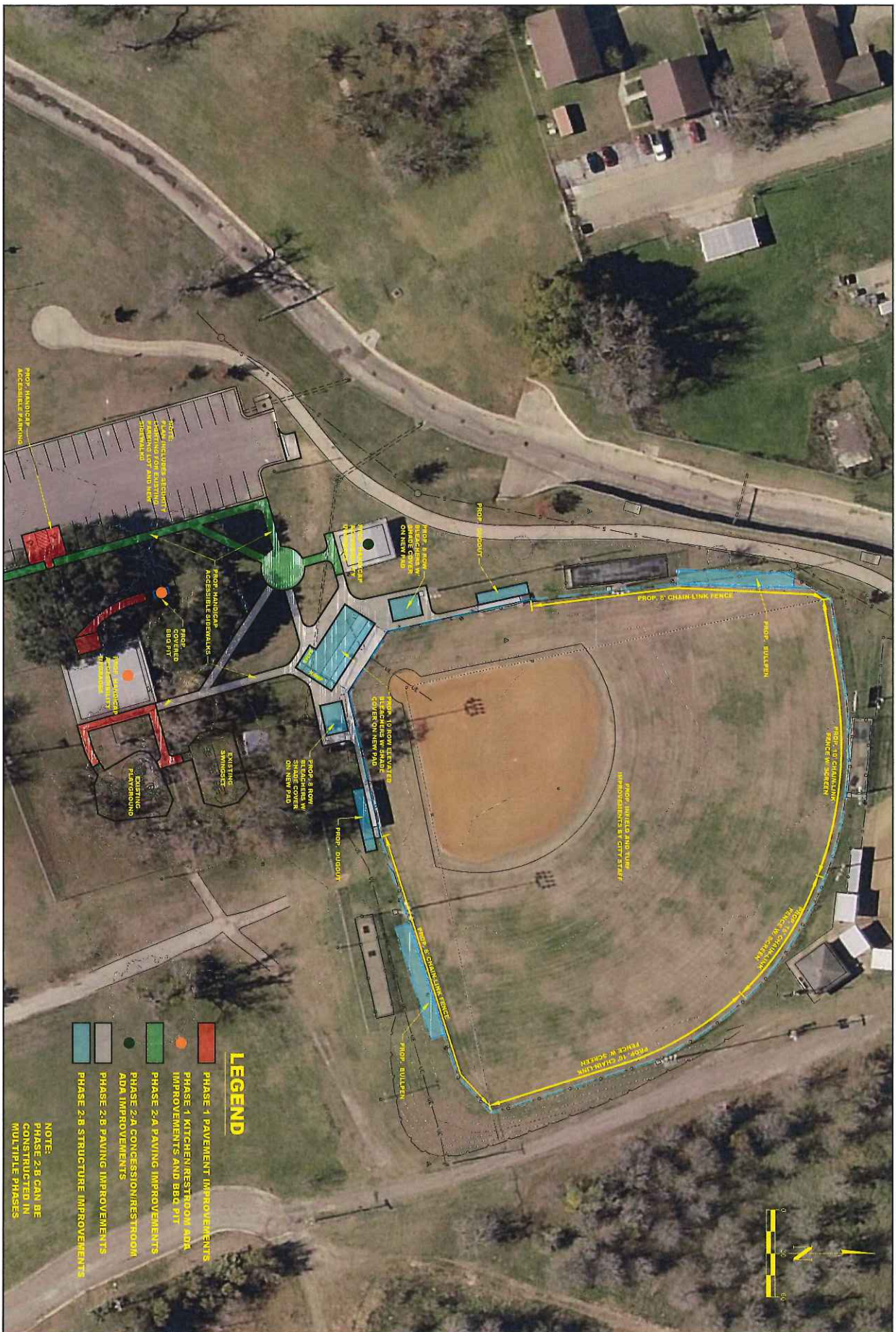
CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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LEGEND

- PHASE 1 PAVEMENT IMPROVEMENTS
- PHASE 1 KITCHEN/RESTROOM ADA IMPROVEMENTS AND BQ PIT
- PHASE 2A PAVING IMPROVEMENTS
- PHASE 2A CONCESSION/RESTROOM ADA IMPROVEMENTS
- PHASE 2B PAVING IMPROVEMENTS
- PHASE 2B STRUCTURE IMPROVEMENTS

NOTE:
PHASE 2-B CAN BE
CONSTRUCTED IN
MULTIPLE PHASES

NO.	REVISION	BY	DATE
1	Field Book	KA	
2	Design	BY	
3	Check	BY	
4	Printed Number	3300-207	
5	Drawn Name	S:\PRJ\1300\107\Kend\Habitat\Master Plan.dwg	
6	Design By	BY	
7	Check By	BY	
8	Drawn By	BY	

MASTER PLAN
Sheet Number: 1 of 1

CITY OF BRENHAM 2018 HENDERSON PARK IMPROVEMENTS PLAN



O'Malley Strand Associates, Inc.
203 S. Jackson
Brenham, Texas 77833
(779) 836-7937
TBE No. F-8405
TBEPLS No. 10030000



AGENDA ITEM 13

DATE OF MEETING: June 21, 2018		DATE SUBMITTED: June 12, 2018	
DEPT. OF ORIGIN: Public Works		SUBMITTED BY: Dane Rau	
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 a Memorandum of Agreement (MOA) Between the City of Brenham and Blinn College for the Use of Soccer Fields at Hohlt Park and Jackson Street Park and Authorize the Mayor to Execute Any Necessary Documentation			
SUMMARY: As you have heard, Blinn College will be having a Men's and Women's Soccer Program beginning in August of this year. Blinn has approached the City about the usage of Rankin Field and practice fields at Jackson Street Park. This was great timing for both parties as Rankin Field's usage has decreased over the last two years since Brenham Soccer has moved back to Cub Stadium. We have negotiated a MOA with Blinn College about the usage of Rankin Field and the usage of the practice fields at Jackson Street Park. All of this will be very accommodating and will not coincide with any other usage that we can foresee. This agreement is similar to the MOA that was just renewed with Blinn College related to the softball program. In this situation, this agreement will be for 5 years with incremental rates beginning with \$12,500 for the first year, increasing \$2,000 each additional year, and capping at \$20,500 in 2022 when the contract ends. These figures were based off the yearly maintenance costs of Rankin Field and minor costs associated with Jackson Street Park fields along with the amount of usage that Blinn will demand for the soccer program pertaining to games and practices. The City of Brenham will still have the right to control our assets and use these fields for how we see fit outside of Blinn's games and practices. There will be 13 home games total, which will start in August and end in mid-October. Currently the annual maintenance cost of Rankin Field is \$32,000 per year.			
We welcome the usage to Rankin Field and are happy to work with Blinn College on providing a home for Blinn Soccer. As the contract states we will work with Blinn on any capital needs that arise throughout the next 5 years that are outside of routine maintenance. We are currently working with them on a new scoreboard in which they have agreed to help fund. Prior to this partnership, this item was on our 7-year plan and the City or BCDC would have had to fund 100% of the new board.			
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):			
A. PROS: Good partnership to utilize a pristine field at the college level. Also will help offset maintenance costs and capital costs. Also, will bring visitors and students to town with new program.			
B. CONS: None as of now.			

ALTERNATIVES (In Suggested Order of Staff Preference):
ATTACHMENTS: (1) Memorandum of Agreement
FUNDING SOURCE (Where Applicable): N/A
RECOMMENDED ACTION: Approve a Memorandum of Agreement (MOA) between the City of Brenham and Blinn College for the use of soccer fields at Hohlt Park and Jackson Street Park and authorize the Mayor to execute any necessary documentation
APPROVALS: James Fisher

**MEMORANDUM OF AGREEMENT
BETWEEN BLINN COLLEGE AND THE CITY OF BRENHAM, TEXAS
FOR THE USE OF SOCCER FIELDS AT HOHLT PARK**

Parties: City of Brenham, Texas (hereinafter also referred to as "City") and Blinn College (hereinafter also referred to as "College")

Recitals: Recognizing that cooperation is essential to provide first class intercollegiate soccer fields in the City of Brenham, the City and the College have agreed as follows:

1. Whereas, this Memorandum of Agreement (hereinafter referred to as "MOA") is Between the City and the College for the use of City soccer fields; and
2. Whereas, the City obtained land and constructed Hohlt Park and Jackson St. Park (collectively referred to as "Parks") for the benefit of local residents; and
3. Whereas, within the Parks, the City constructed several athletic fields for the use and enjoyment of athletic teams, including soccer fields ("Fields"); and
4. Whereas, the City has maintained the Fields; and
5. Whereas, as consideration for its use of the Fields the College desires to compensate the City for a portion of the costs necessary to maintain the Fields;

NOW THEREFORE, the College and the City hereby agree to the following terms and conditions regarding the use and maintenance of the Field(s):

1. Recitals. The foregoing Recitals are hereby incorporated into this MOA between the parties for all purposes.
2. Term. This MOA shall be valid for a term of five (5) years beginning _____, 2018 and continuing through _____, 2023, unless earlier terminated by mutual consent of both parties or as otherwise set forth herein ("Term").
3. Compensation. On or before September 15th each year that this MOA is in effect, the College shall pay to the City the following amounts in accordance with the following schedule:

<u>Amount Due to City:</u>	<u>Due Date – On or Before:</u>
\$12,500.00	9/15/2018
\$14,500.00	9/15/2019
\$16,500.00	9/15/2020
\$18,500.00	9/15/2021
\$20,500.00	9/15/2022

The College shall make the payments as set forth above to:

City of Brenham
Attn: City Secretary
P.O. Box 1059
Brenham, TX 77834-1059

4. Use of Soccer Fields.

- a. City agrees to provide the College the right to use Rankin Field located at Hohlt Park for its games and field 2 and 3 located at Jackson St. Park for its practices during the intercollegiate soccer team's scheduled soccer season, including all practices, games and tournaments. Jackson St. Park fields can only be used during the times of 1 p.m. - 5 p.m. on weekdays. If the College determines that the Jackson St. Park fields do not meet the needs of the College soccer program, the City agrees to provide a practice field at Hohlt Park with the understanding that the yearly cost will increase by \$5,000 to cover the additional maintenance costs of a Hohlt Park practice field versus a Jackson St. Park practice field.
- b. The City agrees to allow the College soccer program to utilize Rankin Field for fifteen (15) additional non-game days per calendar year for camps and tryouts. The specific dates for the additional days must be coordinated with the City's Parks Superintendent or his designee. No more than two of the additional days can be on weekends.
- c. During the College's intercollegiate soccer off-season and when not in use for scheduled games or practices during the season, the City retains its right to use the Fields for games, practices, tournament play, or any other use it deems appropriate.
- d. As required by the City's Code of Ordinances, each organization which is approved by the City to use the Fields will be required to submit an annual refundable security deposit. This deposit rate has been set and approved by the City's Parks Advisory Board and the deposit rate will not change unless approved and modified by the Parks Advisory Board.

5. Maintenance of the Field. The City agrees to maintain the Fields in good order for use for intercollegiate soccer practices and games throughout the Term of this MOA. Maintenance of the Fields shall include maintenance of the lights within the Fields and the scoreboard along with striping of the field and mowing. The City will conduct litter and restroom duties each day prior to games at Rankin Field. When multiple games are played on the same day it is the responsibility of the College to perform litter control and stocking of the restrooms as supplies are needed. The City will supply the necessary items for these purposes.

Speakers for the PA system at Rankin Field are the responsibility of the City but it is the responsibility of the College to provide the PA system itself. During the Term of this MOA, should the College desire to construct, or request the City construct, any permanent improvements or additions other than routine maintenance it must be mutually agreed upon by both parties in writing prior to the commencement of any construction. The compensation setout herein is only for routine maintenance of the Fields. Funding for any permanent improvements, additions, or capital needs shall be agreed to in writing by both parties prior to commencement of any construction.

6. Contact Information. The parties to this MOA shall designate a contact person who will be responsible for implementing this MOA. The contact person for the City will be Casey Redman, Parks Superintendent or his designated representative. The City's Parks Superintendent can be reached at (979) 337-7235. The contact person for the College is _____, Head Soccer Coach / Division Chair. The College contact person can be reached at (979) 830-_____. Any notice required by this MOA shall be forwarded to each respective party at the following addresses:

City of Brenham
Attn: City Secretary
P.O. Box 1059
Brenham, TX 77834-1059

Blinn College
Attn: Office of the Chancellor
902 College Avenue
Brenham, TX 77833

7. Miscellaneous Provisions:
 - a. *Entire Agreement.* This MOA constitutes the entire agreement between the parties, including all covenants and agreements, between the parties with respect to the subject matter herein and supersedes any and all other agreements, either oral or in writing. Each party to the MOA acknowledges that no representation, inducements, promise or agreement, oral or otherwise, have been made by any other party or anyone acting on behalf of any party which are not embodied herein and that no other agreements, statement, or promise not contained in this MOA shall be valid or binding, unless a modification has been properly executed.
 - b. *Modification.* This MOA may be modified at any time by written agreement of the authorized representative of both parties. Such amendments will require the signatures of all parties affected by such an amendment.
 - c. *Cooperation.* The City and the College agree to cooperate with each other, in good faith, at all times during the term hereof in order to

achieve the purposes and intent of this MOA. The City and the College are separate governmental entities, and as such, are responsible for any injury, claim, or cause of action arising out of their participation or control of this MOA as may be provided by applicable law.

- d. *Termination.* Either party may terminate this MOA by giving written notice of intent to terminate upon at least 365 calendar days in advance of the effective termination date. Notice of termination shall be given to all parties covered by this MOA.
- e. *Invalid Provisions.* Any clause, sentence, paragraph, or article of this MOA which is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect shall not be deemed to impair, invalidate, or nullify the remainder of this MOA if the MOA can be given effect without the invalid portion.
- f. *Applicable Laws; Venue.* This MOA shall be construed in accordance with the laws of the State of Texas. Exclusive venue for any claim, cause of action, lawsuit, or other legal proceeding arising out of this MOA shall be in Washington County, Texas.

The parties have executed this instrument hereto as follows:

Executed this ____ day of _____, 2018.

City of Brenham, Texas

Milton Y. Tate, Jr., Mayor

Blinn College

Dr. Mary Hensley, Chancellor



AGENDA ITEM 14

DATE OF MEETING: June 21, 2018		DATE SUBMITTED: June 13, 2018	
DEPT. OF ORIGIN: Public Works		SUBMITTED BY: Dane Rau	
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 a License Agreement Between the City of Brenham and Veterans of Foreign Wars Post 7104 for Use and Occupancy of Henderson Park for the Display of a Retired F-111 Military Aircraft and Authorize the Mayor to Execute Any Necessary Documentation			
SUMMARY: As discussed and approved last year the Brenham VFW Post 7104 has obtained a retired F-111 Aircraft and would like to display the aircraft permanently in Henderson Park on the west side of the creek channel next to the Fortnightly Book House. The group has been working very diligently to restore the aircraft, which is currently located at the Brenham Airport. All indications are that the Retired F-111 will be ready for display at Henderson by November 11, 2018 (Veteran's Day). The City of Brenham Public Works Division, Parks Department, and Development Services has been working with the Post members to coordinate the plans and relocation of the aircraft to Henderson Park over the last 4 months. This license agreement will allow the VFW Post 7104 to utilize the land at Henderson Park for the display of both the F-111 Military Aircraft and display signage. It also covers that the Aircraft and the signage display is the responsibility of the VFW Post 7104 in which they have a loan agreement with the United States of America. The agreement outlines responsibilities of both parties related to improvements, expenses, maintenance and terms. In Exhibit "A" of the agreement, you will find the general location in which the aircraft will be displayed. In the next agenda item, we will cover the plans and architectural drawings in which the aircraft will sit and the additional improvements that go along with this project.			
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):			
A. PROS: Historical asset to our Parks System B. CONS: None			
ALTERNATIVES (In Suggested Order of Staff Preference):			
ATTACHMENTS: (1) License Agreement			

FUNDING SOURCE (Where Applicable): None
RECOMMENDED ACTION: Approve a License Agreement between the City of Brenham and Veterans of Foreign Wars Post 7104 for use and occupancy of Henderson Park for the display of a retired F-111 military aircraft and authorize the Mayor to execute any necessary documentation
APPROVALS: James Fisher

STATE OF TEXAS

§

§

LICENSE AGREEMENT

COUNTY OF WASHINGTON §

THIS AGREEMENT is made by and between City of Brenham, a Texas home-rule municipality situated in Washington County (hereinafter referred to as "City") and Veterans of Foreign Wars Post 7104 (hereinafter referred to as "Licensee"), said parties acting by and through their authorized representatives.

WITNESSETH:

WHEREAS, Licensee desires to display a retired F-111 military aircraft and related signage (the "Display") within and upon certain City of Brenham property (the "Property"), said Display to be limited to the location more particularly described in Exhibit "A" attached hereto and incorporated herein for all pertinent purposes (the "Licensed Premises"); and

WHEREAS, Licensee has requested the City allow the use and occupancy of the said Licensed Premises for Licensee's Display; and

WHEREAS, the City Council of City desires to authorize the placement of the Display on the Licensed Premises; and

WHEREAS, the Licensee has agreed as partial consideration for such license to indemnify the City for any damages or injuries that may result as a result of the encroachments and has further agreed that no enlargement, expansion or alternation shall be made to the Display without the written approval of the City;

NOW THEREFORE, in consideration of the sum of Ten Dollars No/100 and the covenants contained herein and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of License; Consideration:** City hereby grants Licensee a revocable license for the purpose of allowing the Display to be placed within and upon the Licensed Premises as shown on Exhibit "A" and for the Licensee to also repair and maintain the Display. As consideration for the grant of this License the Licensee agrees that the Display shall not be expanded, enlarged or altered in any way without the prior written approval of the City.

2. **Term:** The term of this License shall be perpetual, subject, however, to termination by the City or the parties as provided herein.

3. **Non-exclusive:** This License is nonexclusive and is subject to any existing utility, drainage or communications facilities located in, on, under or upon the Licensed Premises, any utility or communication company, public or private, to all vested rights presently owned by any utility or communication company, public or private for the use of the Licensed Premises for facilities presently located within the boundaries of the Licensed Premises, and to any existing lease, license, or other interest in the Licensed Premises granted by City to any individual, corporation or other entity, public or private.

4. **Construction of Improvements:** Licensee shall be liable to the City for any and all damages to City improvements situated in, under, on or within the Licensed Premises.

5. **Mechanic's liens not permitted:** Licensee shall fully pay for all labor and materials used in, on or about the Licensed Premises and will not permit or suffer any mechanic's or material man's liens of any nature be affixed against the Licensed Premises by reason of any work done or materials furnished to the Licensed Premises at Licensee's instance or request.

6. **Maintenance of Display and Licensed Premises:** Licensee shall, at its sole expense, maintain and repair the Display in accordance with the requirements of 2018 Loan Agreement, SDA0432 entered into between Licensee and the United State of America. Licensee shall, at its sole expense, maintain the Licensed Premises and make any and all repairs deemed necessary by the City in its sole discretion. Said maintenance of the Licensed Premises shall not include mowing, weed eating, or other common landscaping activities which shall be the responsibility of the City.

7. **Future City use:** This License is made expressly subject and subordinate to the right of City to use the Licensed Premises for any public purpose whatsoever. In the event that City shall, at any time subsequent to the date of this Agreement, at its sole discretion, determine that the relocation or removal of the Display shall be necessary or convenient for City's use of the Licensed Premises, Licensee shall at its sole cost and expense make or cause to be made such modifications so as to not interfere with the City's or City's assign's use of the Licensed Premises. A minimum of thirty (30) days written notice for the exercise of the above action shall be given by City and Licensee shall promptly commence to make the required changes and complete them within thirty (30) days after written notice from the City, or Licensee shall reimburse City for the cost of making such required changes.

8. **Duration of License:** This License shall terminate and be of no further force and effect in the event Licensee shall discontinue or abandon the use, or in the event Licensee shall permanently remove the Display from the Licensed Premises, or upon termination of the License by City, whichever event first occurs; or, in the event that the City abandons the Licensed Premises, then this Agreement shall be of no further effect.

9. **Compliance with laws:** Licensee agrees to abide by and be governed by all laws, ordinances and regulations of any and all governmental entities having jurisdiction over the Licensee.

10. **Indemnification:** LICENSEE SHALL DEFEND, PROTECT AND KEEP CITY FOREVER HARMLESS AND INDEMNIFIED AGAINST AND FROM ANY PENALTY, OR ANY DAMAGE, OR CHARGE, IMPOSED FOR ANY VIOLATION OF ANY LAW, ORDINANCE, RULE OR REGULATION ARISING OUT OF THE USE OF THE LICENSED PREMISES BY THE LICENSEE, WHETHER OCCASIONED BY THE NEGLIGENCE OF LICENSEE, ITS EMPLOYEES, OFFICERS, AGENTS, VOLUNTEERS, CONTRACTORS OR ASSIGNS OR THOSE HOLDING UNDER LICENSEE. LICENSEE SHALL AT ALL TIMES DEFEND, PROTECT AND INDEMNIFY AND IT IS THE INTENTION OF THE PARTIES HERETO THAT LICENSEE HOLD CITY

HARMLESS AGAINST AND FROM ANY AND ALL LOSS, COST, DAMAGE, OR EXPENSE, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR FROM ANY ACCIDENT OR OTHER OCCURRENCE ON OR ABOUT THE LICENSED PREMISES CAUSING PERSONAL INJURY, DEATH OR PROPERTY DAMAGE RESULTING FROM USE OF THE LICENSED PREMISES BY LICENSEE, ITS AGENTS, EMPLOYEES, VOLUNTEERS, AND INVITEES. LICENSEE SHALL AT ALL TIMES DEFEND, PROTECT, INDEMNIFY AND HOLD CITY HARMLESS AGAINST AND FROM ANY AND ALL LOSS, COST, DAMAGE, OR EXPENSE, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION RESULTING FROM THE LICENSEE'S USE OF THE LICENSED PREMISES AND FOR ANY FAILURE OF LICENSEE, ITS OFFICERS, EMPLOYEES, AGENTS, VOLUNTEERS, CONTRACTORS OR ASSIGNS IN ANY RESPECT TO COMPLY WITH AND PERFORM ALL THE REQUIREMENTS AND PROVISIONS HEREOF.

11. **Action upon termination:** At such time as this License may be terminated for any reason whatsoever, Licensee, upon request by City, shall remove the Display installed by Licensee, situated in, under, on or within the Licensed Premises and shall restore such Licensed Premises to substantially the condition of the Licensed Premises prior to Licensee's placement of the Display, at Licensee's sole expense. This paragraph 10 shall survive termination of the License and termination of this Agreement.

12. **Termination:** This Agreement may be terminated in any of the following ways:

- a. Written agreement of both parties;
- b. By City giving Licensee thirty (30) days prior written notice;
- c. By City upon failure of Licensee to perform its obligations as set forth in this Agreement;
- d. By the City or Licensee abandoning the Licensed Premises.

13. **Notice:** When notice is permitted or required by this Agreement, it shall be in writing and shall be deemed delivered when delivered in person or when placed, postage prepaid in the United States mail, certified return receipt requested, and addressed to the parties at the address set forth below their signature. Either party may designate from time to time another and different address for receipt of notice by giving notice of such change or address.

14. **Governing law:** This Agreement is governed by the laws of the State of Texas; and exclusive venue for any action shall be in a court of competent jurisdiction in Washington County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

15. **Exhibits.** Any and all exhibits attached to this Agreement are incorporated herein by reference.

16. **Binding effect:** This Agreement shall be binding upon and inure to the benefit of the executing parties and their respective successors and assigns.

17. **Entire Agreement:** This Agreement embodies the entire agreement between the parties and supersedes all prior agreements, understandings, if any, relating to the Licensed Premises and the matters addressed herein and may be amended or supplemented only by written instrument executed by the party against whom enforcement is sought.

18. **Recitals:** The recitals to this Agreement are incorporated herein by reference.

EXECUTED and effective this _____ day of _____, 2018.

LICENSOR: CITY OF BRENHAM

Date: _____

Hon. Milton Y. Tate, Jr., Mayor
City of Brenham, Texas
200 W. Vulcan St.
Brenham, TX 77833

ATTEST:

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

LICENSEE: VETERANS OF FOREIGN WARS POST 7104

Date: _____

Ben Seeker, Post Commander
Veterans of Foreign Wars Post 7104
P.O. Box 967
Brenham, TX 77833

ATTEST:

Don Holley, Trustee
Veterans of Foreign Wars Post 7104

EXHIBIT “A”



0 50 100 Feet

Henderson Park
F-111 Location
Exhibit "A"



AGENDA ITEM 15

DATE OF MEETING: June 21, 2018	DATE SUBMITTED: June 13, 2018															
DEPT. OF ORIGIN: Public Works	SUBMITTED BY: Dane Rau															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☒ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☐ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☐ 2ND READING</td> </tr> <tr> <td>☐ EXECUTIVE SESSION</td> <td>☒ REGULAR</td> <td>☐ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION		☐ WORK SESSION	
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 the Henderson Park Improvements and Dedication Agreement Between the City of Brenham and Veterans of Foreign Wars Post 7104 for Improvements Related to the Display of a Retired F-111 Military Aircraft in Henderson Park and Authorize the Mayor to Execute Any Necessary Documentation																
SUMMARY: This agreement between the City of Brenham and VFW Post 7104 outlines the responsibilities of both parties related to the planned improvements, construction responsibilities, insurance requirements, and formal acceptance of the entire F-111 display site. It covers all aspects such as the pad site, parking lot improvements, electrical and accessible route to the site in which will be eventually turned over to the City of Brenham with the exception of the Aircraft and the display signage. The improvement plans are contained within the agreement and listed as Exhibit "B". The agreement calls for the project to be completed within 120 days from the date the City notifies the donor in writing to proceed with the project. The agreement also outlines that the donor is responsible for all costs associated with the project. This project has already gone through the Development Services plan review process and is now in the hands of the VFW Post 7104 to obtain contractors and construct the improvements according to the plans. The City of Brenham will inspect the project during construction so that it meets the design standards. Once the project is complete and constructed satisfactory, the assets other than the Aircraft and the signage will be brought back to Council for formal acceptance of the improvements. From that point, forward the City will accept the improvements as a part of the Parks System.																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: Historical asset to our Parks System B. CONS: None																
ALTERNATIVES (In Suggested Order of Staff Preference):																
ATTACHMENTS: (1) Henderson Park Improvements and Dedication Agreement; and (2) Photo of F-111																

FUNDING SOURCE (Where Applicable): Donated Funds
RECOMMENDED ACTION: Approve the Henderson Park Improvements and Dedication Agreement between the City of Brenham and Veterans of Foreign Wars Post 7104 for the display of a Retired F-111 Military Aircraft and authorize the Mayor to execute any necessary documentation
APPROVALS: James Fisher

**HENDERSON PARK IMPROVEMENTS
AND DEDICATION AGREEMENT**

STATE OF TEXAS §
 §
COUNTY OF WASHINGTON §

THIS AGREEMENT, executed this _____ day of _____, 2018 ("Effective Date") at Brenham, Texas, by and between the CITY OF BRENHAM, a Texas home-rule municipal corporation ("City") and VETERANS OF FOREIGN WARS POST 7104 ("Donor"), sometimes referred to herein as "Party" or collectively as "Parties":

RECITALS

- A. The City is the owner of certain real property commonly referred to as "Henderson Park" more fully described in Exhibit "A," attached hereto and incorporated herein by this reference ("Property");
- B. The Donor proposes to develop certain improvements (also sometimes referred to herein as "Project") upon the Property, in the location designated by the City, in order to display a retired F-111 military aircraft from the National Museum of the United States Airforce;
- C. The Donor has generously offered to pay for all labor and materials relating to the Project at its sole cost and expense, and has agreed to dedicate the Project to the City upon completion of the Project;
- D. Accordingly, the parties enter into this Agreement, which sets forth the Parties' agreements, terms and conditions regarding the Donor's design, construction and dedication of the Project to the City, and the City's corresponding obligations and terms of acceptance.

NOW THEREFORE, in consideration of the mutual terms, covenants, and conditions herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. IMPROVEMENT PLANS

Donor agrees that it will construct at its sole cost and expense all those certain improvements set forth in the plans, drawings and specifications in Exhibit "B," attached hereto and incorporated herein by this reference. Said improvements shall be completed **within 120 days from the date the City notifies the Donor in writing to proceed with the Project.** Donor agrees to comply with all requirements set forth in this Agreement and all attachments and exhibits hereto. Donor shall also be responsible for any and all costs and expenses related to the design of the Project (including without limitation all architect and engineering fees) and any materials and/or soil testing that may be necessary for the construction of the Project.

2. IMPROVEMENT REQUIREMENTS

Donor agrees that it will construct said Project in accordance with the requirements set forth in this Agreement and in accordance with: (1) all applicable ordinances, building codes, and regulations of the City, as amended or revised as of the date on which the Donor's building permit is issued for the Project; (2) all applicable state and federal laws and regulations; (3) the 2018 Loan Agreement, SDA0432 entered into between Donor and the United States of America; and (4) all plans, drawings and specifications (final versions of said plans, drawing and specifications being subject to written approval of the City) contained in Exhibit "B."

All work shall be performed in a good and workmanlike manner and to the satisfaction of the City. City shall decide all questions which arise as to the quality and acceptability of materials furnished, work performed, and the interpretation of specifications.

Donor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. Donor shall be responsible to see that the completed work complies accurately with the provisions of this Agreement. City may reject any of the work or improvements for which, in the judgment of the City, the work or improvements were not constructed in accordance with this Agreement.

Safety precautions at the site are a part of the construction techniques and processes for which the Donor shall be solely responsible. The Donor has the sole obligation to protect or warn any individual of potential hazards created by the performance of the work set forth herein. The Donor shall, at its own expense, take such precautionary measures for the protection of persons, property, and the work as may be necessary.

Permits. The Donor must obtain all required permits from the City for the Project before construction of the Project can begin. The City shall waive all costs and expenses necessary for Donor to obtain the required permits, including the costs and expenses of any inspection.

Construction. The City shall have the right, at any time, to inspect the construction of the Project for the purpose of identifying any improvements that are being constructed in violation of applicable ordinances, building codes, regulations, and/or this Agreement.

All work deemed not in conformity with this Agreement as determined by City, in its sole discretion, may be subject to rejection by City. City may reject any work found or determined by it to be defective or not in accordance with this Agreement. City may reject said work or any portion thereof regardless of the stage of its completion or the time or place of discovery of such errors. Further, City may reject said work regardless of whether City has previously accepted the work through oversight or otherwise. Neither observations by City nor inspections, tests, certificates or approvals made by City shall relieve Donor from its obligation to perform the work in accordance with the requirements of this Agreement and related documents.

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

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

Warranty. Neither the final payment nor any acceptance nor any provision of this Agreement shall relieve Donor of any responsibility for faulty workmanship or materials. At the option of City, Donor shall remedy any defects thereto and pay for any damage to other work resulting therefrom, which may appear after final acceptance of the work. **Upon final acceptance of the work by City, Donor warrants for a period of one (1) year as follows: (1) the Donor warrants to the City that all materials provided to the City under this Agreement shall be new unless otherwise approved by the City and that all work will be of a good quality, free from faults and defects, and in conformance with this Agreement and related documents; (2) all work not conforming to these requirements, including but not limited to substitutions not properly approved and authorized, may be considered defective; and (3) this warranty is in addition to any rights or warranties expressed or implied by law and consumer protection claims arising from misrepresentations by Donor.** If within one (1) year after the final acceptance of the work by City or within such longer period as may be prescribed by law or the terms of any applicable special warranty, if any of the work is found or determined by City to be defective, including obvious defects, or otherwise not in accordance with this Agreement, Donor shall correct it promptly. After receipt of written notice from City to begin corrective work, Donor shall promptly begin the corrective work. The obligation shall survive the termination of this Agreement. The guarantee shall not constitute the exclusive remedy of the City, nor shall other remedies be limited to either the warranty or guarantee period. If within ten (10) days after City has notified Donor of a defect, failure, or abnormality in the work, Donor has not started to make the necessary corrections or adjustments, City is hereby authorized to make the corrections or adjustments, or to order the work done by a third party. The cost of the work shall be paid by Donor. The cost of all materials, parts, labor, transportation, supervision, special instruments, and supplies required for the replacement or repair of parts and for correction of defects, shall be paid by the Donor.

3. SIGNAGE AND LIGHTING

The Donor agrees to design, construct, and pay for all signage, including without limitation any signage identifying the F-111 aircraft, as well as any lighting. All signage and lighting design and improvements must be in the appropriate plans, drawings and specifications and must be expressly approved by the City prior to the Donor's construction or installation of any part of said signage or lighting.

4. APPROVAL OF IMPROVEMENT PLANS

Donor acknowledges and agrees that the Project plans, drawings and specifications described in this Agreement shall be subject to the inspection and approval of the City. If deemed necessary by the City, Project plans, drawings and specifications shall include

appropriate drainage and storm water control designs for proper water management. No work or improvements shall be undertaken by Donor until the plans, drawings and specifications have been submitted to the City and have been approved by the City in writing. In addition, no changes shall be made to the Project plans, drawings and specifications or in the work or improvements to be done under them without the prior written approval of the City.

5. FORMAL ACCEPTANCE OF THE PROJECT

Upon completion of the construction of the Project, the Donor will notify the City that the construction is complete and execute the appropriate instrument offering the Project for dedication to the City, at no cost to the City, thereby turning the Project over to the City. A City representative will inspect the Project, and if the City determines that the Project satisfies all requirements of this Agreement, all approved plans, drawings and specifications, and all applicable ordinances, building codes, and regulations, the City representative will recommend to the City Council that it formally accept the Project. Upon the City Council's formal acceptance of the Project by resolution, the City acquires full and unencumbered title and all rights of ownership pertaining to the Project, and the Project shall become a part of the City's park system.

Prior to acceptance of the Project by City, Donor shall furnish a written affidavit, in a form provided by City, stating all bids, charges, accounts or claims for labor performed and material furnished in connection with the construction of the Project have been paid in full and that there are no unreleased recorded liens filed against the Project, or Property to which it is affixed. As a prerequisite to such turn over and acceptance, the Donor will furnish to the City as built plans or drawings of the Project in a form acceptable to the City.

6. TERM

The term of this Agreement will commence on the Effective Date and continue until the Project is formally accepted by the City, unless sooner terminated under this Agreement. Except as otherwise indicated in this Agreement, the Parties' obligations under this Agreement shall expire upon the formal acceptance of the Project by resolution adopted by the Brenham City Council.

This Agreement may be terminated at any time in whole or, from time to time, in part, by the City for default in accordance with Sections 13 and 14 of this Agreement, or for the City's convenience, without cause. Any termination for convenience shall be effected by delivery to the Donor of a written notice (notice of termination) specifying the extent to which performance of the work is terminated, and the date upon which termination becomes effective.

7. LABOR AND MATERIALS CLAIMS

Donor agrees to pay all costs for labor or materials used in connection with the Project. The City shall not incur any liability to any contractor, subcontractor, or persons renting equipment or furnishing labor or materials to Donor in preparation for the dedication and acceptance of the Project.

Donor shall promptly pay all workmen and materialmen and shall not allow liens to be placed on the Project or Property. Upon completion and approval or acceptance of the Project by City, the Project shall become the property of City free and clear of all liens, claims, charges or encumbrances of any kind. If, after acceptance of the Project, any claim, lien, charge or encumbrance is made, or found to exist, against the Project Donor shall upon notice by City promptly cause such claim, lien, charge or encumbrance to be satisfied and released or promptly post a bond with City in the amount of such claim, lien, charge or encumbrance, in favor of the City, to insure payment of such claim, lien, charge or encumbrance. This provision shall survive termination of this Agreement.

8. INDEMNIFICATION

Donor shall INDEMNIFY, DEFEND, AND HOLD HARMLESS, City, its officers, agents and employees from and against any and all suits, actions, claims, damages, losses, and expenses of any character, name and description, including, but not limited to, attorney's fees, arising out of or resulting from the operations of Donor, his agents, contractors, employees or subcontractors; or on account of any negligent act or fault of Donor, his contractors, agents, employees or subcontractors in construction of the Project, including, but not limited to, any such claim, damage, loss or expense attributable to bodily or personal injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and shall pay any judgment, with costs, which may be obtained against the City growing out of such injury or damage. Nothing herein shall waive any governmental immunity available to the City under Texas law and any defenses of the parties under Texas law. This provision shall survive termination of this Agreement.

9. INSURANCE

1. Donor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Donor, its agents, representatives, volunteers, employees or subcontractors. The Donor's insurance coverage shall be primary insurance with respect to the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be considered in excess of the Donor's insurance and shall not contribute to it. Further, the Donor shall include the City as an additional insured under each policy. All coverages for contractors and subcontractors shall be subject to all of the requirements stated herein. Certificates of Insurance and endorsements shall be furnished to the City and approved by the City before work commences.

2. Standard Insurance Policies Required:

(a) Commercial General Liability Policy

(b) Automobile Liability Policy

(c) Workers' Compensation Policy

3. General Requirements Applicable to All Policies:

(a) General Liability and Automobile Liability insurance shall be written by a carrier with a A:VIII or better rating in accordance with the current Best Key Rating Guide.

(b) Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.

(c) Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.

(d) "Claims Made" policies will not be accepted.

(e) The City of Brenham, its officials, employees and volunteers, are to be added as "Additional Insured" to the General Liability policy. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.

(f) A Waiver of Subrogation in favor of the City with respect to Workers' Compensation Insurance must be included.

(g) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of Brenham.

(h) Upon request, certified copies of all insurance policies shall be furnished to the City of Brenham.

4. Commercial General liability

(a) Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.

(b) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

5. Automobile Liability

(a) Minimum Combined Single limit of \$500,000.00 per occurrence for bodily injury and property damage.

6. Worker's Compensation

(a) Employer's Liability limits of \$100,000.00 for each accident is required.

7. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:

(a) The company is licensed and admitted to do business in the State of Texas.

(b) The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.

(c) All endorsements and insurance coverage according to requirements and instructions contained herein.

(d) The form of the notice of cancellation, termination, or change in coverage provisions to the City of Brenham.

(e) Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

10. WAIVER

Nothing contained in this Agreement shall be construed to be a waiver, release or extension of any provision heretofore required by ordinance, resolution, or order of the City.

Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement will not, regardless of the length of time during which that failure continues, be deemed a waiver of that Party's right to insist upon strict compliance with all terms of this Agreement. In order to be effective as to a Party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future.

11. APPLICABLE LAW AND VENUE

The interpretation, performance, enforcement and validity of this Agreement are governed by the laws of the State of Texas. Exclusive venue will be in a court of appropriate jurisdiction in Washington County, Texas.

12. DEFAULT

If either Party defaults in its obligations under this Agreement, the other Party must, prior to exercising a remedy available to that Party due to the default, give written notice to the defaulting Party, specifying the nature of the alleged default and the manner in which it can be satisfactorily cured, and extend to the defaulting Party at least thirty (30) days from receipt of the notice to cure the default. If the nature of the default is such that it cannot reasonably be cured within the 30-day period, the commencement of the cure within the 30-day period and the diligent prosecution of the cure to completion will be deemed a cure within the cure period.

13. REMEDIES OF DEFAULT

If either Party defaults under this Agreement and fails to cure the default within the applicable cure period, the non-defaulting Party will have all rights and remedies available under this Agreement or applicable law, including without limitation, the right to institute legal action to cure any default, to enjoin any threatened or attempted violation of this Agreement or to enforce the defaulting Party's obligations under this Agreement by specific performance or writ of mandamus, or to terminate this Agreement. All remedies available to a Party will be cumulative and the pursuit of one remedy will not constitute an election of remedies or a waiver of the right to pursue any other available remedy.

In the event that Donor fails to perform any obligation on its part to be performed hereunder, Donor agrees to pay all costs and expenses incurred by City in securing performance of such obligation, and if suit be brought by City to enforce this agreement, Donor agrees to pay costs of suit and reasonable attorney's fees to be fixed by the Court.

14. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the Parties, and there are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement may be amended only by written agreement signed by the Parties.

15. AUTHORITY FOR EXECUTION

The City certifies, represents, and warrants that the execution of this Agreement has been duly authorized and that this Agreement has been approved in conformity with City ordinances and other applicable legal requirements. Donor certifies, represents, and warrants that the execution of this Agreement is duly authorized and in conformity with all legal requirements.

16. ASSIGNMENT

This Agreement and any rights, duties and obligations hereunder may not be assigned without the prior written consent of all of the parties hereto and, in the event of an attempted assignment by one party to this Agreement without the express prior written consent of all other parties, such attempted assignment shall be void and without effect.

17. NOTICES

Any notices under this Agreement may be sent by hand delivery, facsimile (with confirmation of delivery) or certified mail, return receipt requested, to the Parties at the following addresses or as such addresses may be changed from time to time by written notice to the other Parties:

City: James Fisher, City Manager
City of Brenham
200 W. Vulcan
Brenham, TX 77833
Telephone: (979) 337-7200
Facsimile: (979) 337-7383

Copy to: Cary L. Bovey
City Attorney
2251 Double Creek Dr., Suite 204
Round Rock, TX 78664
Telephone: (512) 904-9441
Facsimile: (512) 904-9445

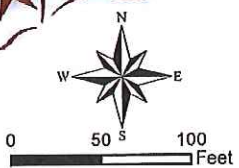
Donor: VFW Post 7104
P.O. Box 967
Brenham, TX 77833
Telephone: 979-830-3980

18. MISCELLANEOUS

- A. Time shall be of the essence of this Agreement.
- B. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible.
- C. The singular shall include the plural; the masculine gender shall include the feminine and neuter gender.
- D. All exhibits attached to this Agreement are incorporated into and made a part of this Agreement for all purposes.
- E. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs.
- F. This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party, unless expressly otherwise provided.
- G. To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws. Each Party to this Agreement has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not be employed in interpreting this Agreement or its exhibits.
- H. The prevailing Party in any dispute under this Agreement will be entitled to recover from the non-prevailing Party its reasonable attorney's fees, expenses and court costs in connection with any original action, any appeals, and any post-judgment proceedings to collect or enforce a judgment.
- I. Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement will not, regardless of the length of time during which that failure continues, be deemed a waiver of that Party's right insist upon strict compliance with all terms of this Agreement. In order to be effective as to a Party, any waiver of default under this Agreement must be in writing, and a written waiver

Exhibit “A”

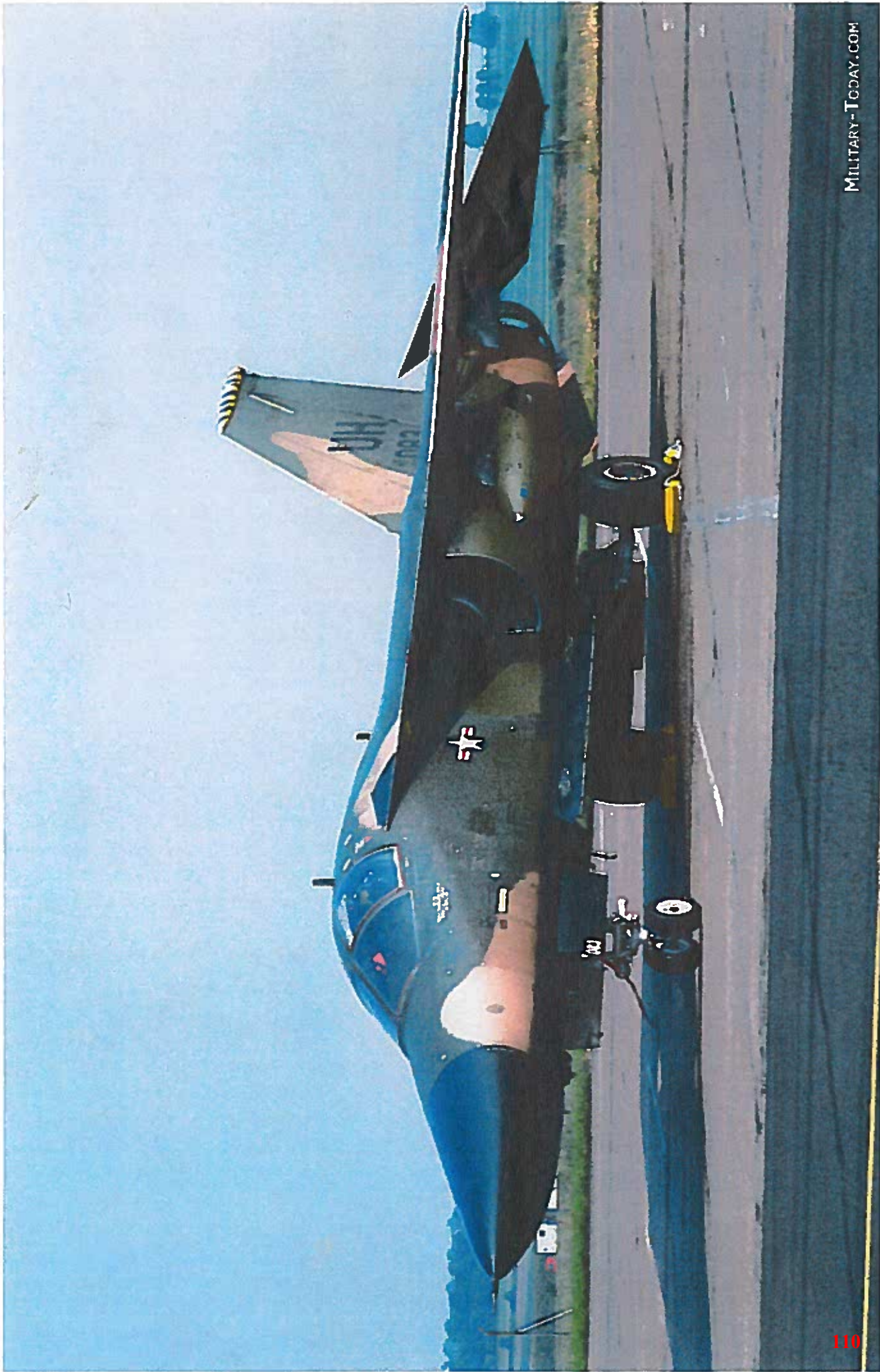
[Map and legal description of the park property on which the Project will be built]



Henderson Park
F-111 Location
Exhibit "A"

Exhibit “B”

[Plans, Drawings and Specifications for Project]





AGENDA ITEM 16

DATE OF MEETING: June 21, 2018	DATE SUBMITTED: June 14, 2018	
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Kacey Weiss	
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION	ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon a Request for a Noise Variance from Faith Mission and Help Center for a SMART Camp Closing Ceremony at the Dr. Bobbie M. Dietrich Memorial Amphitheatre at Hohlt Park to be Held on July 9, 2018 from 5:00 p.m. – 7:00 p.m. and Authorize the Mayor to Execute Any Necessary Documentation		
SUMMARY STATEMENT: Faith Mission and Help Center is requesting a Noise Variance for a SMART Camp Closing Ceremony at the Amphitheatre at Hohlt Park on July 9, 2018 from 5:00 p.m – 7:00 p.m. They will be using sound amplification equipment, which requires a Noise Variance. The Brenham Police Department and the Brenham Fire Department have approved the noise variance request; therefore, I ask the City Council to approve the noise variance request.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Noise Variance Request form		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: Approve a request for a noise variance from Faith Mission and Help Center for a SMART Camp Closing Ceremony at the Dr. Bobbie M. Dietrich Memorial Amphitheatre at Hohlt Park to be held on July 9, 2018 from 5:00 p.m. – 7:00 p.m. and authorize the Mayor to execute any necessary documentation		
APPROVALS: James Fisher		

NOISE VARIANCE REQUEST

Application Fee \$10.00

1. Name of sponsoring organization: Faith Mission and Help Center
2. Name and address of individual making application on behalf of sponsoring organization: Randy Wells, 500 E Academy
Brenham, TX 77833
3. Purpose of the Event: SMART camp closing ceremony
4. Location of Event: Bobbie M. Dietrich Memorial Amphitheatre and Hottel Park
5. Date of the event: July 09, 2018
6. Time of Event: 5:00 pm - 7:00 pm
7. Event Set-up: From: 4:00 pm To: 4:45 pm
Event Clean-up: From: 7:00 pm To: 9:00 pm
8. You are required to describe the following:
 - a) Types of Activities Planned and any additional information specific to this event: Houston
Texans Cheerleaders, SMART choir, Greek show, Actor Curtis
Von appearance, (singer) Courtney Garnett, Jon Peters (Baseball)
 - b) Bands/Musical Instruments: yes, guitar, keyboard (church musical)
 - c) Sound amplification equipment: yes
 - d) Cleanup provisions: 2 teams from Faith Mission

Randy Wells
Name of Applicant (Printed or Typed)

Date: June 08, 2018

[Signature]
Applicant or Authorized Person's Signature

Phone: (979) 227-8783

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

Paid 06/12/18
cash \$10.00
Kw



AGENDA ITEM 17

DATE OF MEETING: June 21, 2018	DATE SUBMITTED: June 14, 2018	
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Kacey Weiss	
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION	ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon a Request for a Noise Variance from Don and Margaret Davis for a Birthday Party at 800 Pleasantview to be Held on June 23, 2018 from 6:00 p.m. – 11:00 p.m. and Authorize the Mayor to Execute Any Necessary Documentation		
SUMMARY STATEMENT: Don and Margaret Davis are requesting a Noise Variance for a birthday party at 800 Pleasantview on June 23, 2018 from 6:00 p.m – 11:00 p.m. They will have a DJ using speakers, which requires a Noise Variance. The Brenham Police Department and the Brenham Fire Department have approved the noise variance request; therefore, I ask the City Council to approve the noise variance request.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Noise Variance Request form		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: Approve a request for a noise variance from Don and Margaret Davis for a birthday party at 800 Pleasantview to be held on June 23, 2018 from 6:00 p.m. – 11:00 p.m and authorize the Mayor to execute any necessary documentation		
APPROVALS: James Fisher		

NOISE VARIANCE REQUEST

Application Fee \$10.00

1. Name of sponsoring organization: DON DAVIS & MARGARET DAVIS
2. Name and address of individual making application on behalf of sponsoring organization: Don
Margaret Davis 700 Fairview + 800 Pleasantview
House # 19 B. Bld 701
3. Purpose of the Event: Margaret Davis Birthday Party 800 Pleasantview
4. Location of Event: 700 Fairview on corner of those two streets
5. Date of the event: 6-23-2018
6. Time of Event: 6 PM - 11 PM
7. Event Set-up: From: 10 AM To: 1 PM
- Event Clean-up: From: 11 PM 6-23-2018 To: 12 PM 6-23-2018
8. You are required to describe the following:
- a) Types of Activities Planned and any additional information specific to this event: Music
Dinner
- b) Bands/Musical Instruments: Kelvin Moore D.J.
- c) Sound amplification equipment: Kelvin Moore
- d) Cleanup provisions: Don & Margaret Davis & Family

DON DAVIS & Margaret Davis
Name of Applicant (Printed or Typed)

Date: 6-23-2018

Don & Margaret Davis
Applicant or Authorized Person's Signature

Phone: 979-525-1527
979-661-4684

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

Paid 06/13/18
Cash \$10.00
KW