NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, JUNE 7, 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 Cantey

3. Service Recognitions

- **Kyle Branham, Central Warehouse 10 Years**
- **Victorino Ortiz, Parks 15 Years**
- **Brett Schroeder, Fire 15 Years**

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 3, 2018 Regular City Council Meeting **Pages 1-7**

5-b. Ordinance No. O-18-007 on Its Second Reading Authorizing the Placement of Stop Signs on S. Saeger Street at Its Intersection with Old Mill Creek Road **Pages 8-9**

WORK SESSION

6. **Discussion and Update on a Lease Agreement Between the City of Brenham and the Brenham Heritage Museum, Inc. Regarding Premises Located at 105 South Market Street** **Page 10**

7. **Discussion and Update on a Lease Agreement Between the City of Brenham and Simon Theater Master Tenant, LLC Regarding the Barnhill Center at the Historic Simon Theater** **Page 11**

REGULAR SESSION

8. **Discuss and Possibly Act Upon Authorization of Final Payment to TankEz Coatings, Inc. for the 2016 TxCDBG Church Street Elevated Storage Tank Rehabilitation Project and Authorize the Mayor to Execute Any Necessary Documentation** **Pages 12-21**

9. **Discuss and Possibly Act Upon a Request for a Noise Variance in Connection with the 2018 Downtown Summer Concert Series (Hot Nights, Cool Tunes) to be Held from 2:30 p.m. to Midnight on July 7, 14, 21 and 28, 2018 and Authorize the Mayor to Execute Any Necessary Documentation** **Pages 22-23**

10. **Discuss and Possibly Act Upon Resolution No. R-18-009 Authorizing Execution of an Agreement with TxDOT for the Temporary Closure of State Right-of-Way in Connection with the 2018 Downtown Summer Concert Series (Hot Nights, Cool Tunes) to be Held on July 7, 14, 21 and 28, 2018** **Pages 24-36**

11. **Administrative/Elected Officials Report**

EXECUTIVE SESSION

12. **Section 551.071 – Texas Government Code – Consultation with Attorney Regarding Legal Issues Related to a Lease Agreement Between the City of Brenham and the Brenham Heritage Museum, Inc. Regarding Premises Located at 105 South Market Street** **Page 37**

13. **Section 551.071 – Texas Government Code – Consultation with Attorney Regarding Legal Issues Related to a Lease Agreement Between the City of Brenham and Simon Theater Master Tenant, LLC Regarding the Barnhill Center at the Historic Simon Theater** **Page 38**

14. **Section 551.074 – Texas Government Code – Personnel Matters – Evaluation of the City Attorney** **Page 39**

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 7, 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 4, 2018 at **12:35 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 regular meeting of the Brenham City Council was held on May 3, 2018 beginning at 1:00 p.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members present:

Mayor Pro Tem Andrew Ebel
Councilmember Susan Cantey
Councilmember Danny Goss
Councilmember Keith Herring

Members absent:

Mayor Milton Y. Tate, Jr.
Councilmember Charlie Pyle
Councilmember Weldon Williams, Jr.

Others present:

City Manager James Fisher, City Attorney Cary Bovey, Deputy City Secretary Kacey Weiss, Assistant City Manager – Chief Financial Officer Carolyn Miller, Comptroller Stacy Hardy, Sara Parker, Kaci Konieczny, Cynthia Longhofer, Rhonda Kuehn, Crystal Locke, Fire Chief Ricky Boeker, Interim Police Chief Rusty Pancoast, Jared Campbell, Marley Mayo, Public Works Director Dane Rau, Assistant City Manager of Public Utilities Lowell Ogle, City Engineer Lori Lakatos, Kenneth McGehee, Tiwanna Brown, Norma Rodriguez, JoAnne Hynes, Kristi Jackson, Tara Wellmann, Angeline Howard, Paula Shields, Christi Korth and Erin O'Malley

Citizens present:

Perry Thomas, Page Michel, Candi Eaton, Linda Thomas and Barbara Ross

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 – City Attorney Cary Bovey

DRAFT

3. Service Recognitions

- **Cynthia Longhofer, Finance** **5 Years**
- **Norma Rodriguez, Municipal Court** **10 Years**

4. Proclamations

- **City Secretary's Week**
- **National Police Week**

5. Citizens Comments

There were no citizen comments.

CONSENT AGENDA

6. Statutory Consent Agenda

6-a. Minutes from the April 19, 2018 Regular City Council Meeting

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

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

Mayor Milton Y. Tate, Jr.	**Absent**
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**

REGULAR SESSION

7. Discuss and Possibly Act Upon Bid No. 2017-20 Related to Parking Lot Improvements at the All Sports Building in Hohlt Park and Authorize the Mayor to Execute Any Necessary Documentation

City Manager James Fisher presented this item. Fisher explained that staff was proceeding forward with this project using some savings from a current project at the Blue Bell Aquatic Center. Fisher stated that there has been some issues with the current project and additional funds will need to be spent. Fisher stated the bid is good for about 90 days and asked that Council table this item until the next meeting.

Citizen Linda Thomas addressed Council and asked that they table any action on this item. Thomas explained that before any action is taken she would like Council to gather information and responses to repeated requests for a handicap accessible parking lot at the Blue Bell Aquatic Center. Thomas stated that on many occasions, the need has been requested and the responses have been negative. Thomas advised there needs to be more information shared and more discussions held regarding the needs and priorities of parking lots that are being considered.

A motion was made by Councilmember Herring and seconded by Councilmember Goss to table Item 7.

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

Mayor Milton Y. Tate, Jr.	**Absent**
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**

8. Discuss and Possibly Act Upon an Ordinance on Its First Reading Prohibiting U-Turns at Certain Crossings On U. S. Highway 290 at the Highway 36 North Crossover in the City of Brenham

City Manager James Fisher presented this item. Fisher explained that there have been concerns expressed regarding the possible U-turns. Fisher stated that he and Public Works Director Dane Rau would be meeting with TxDOT to see if additional signage can be added farther west to guide drivers better. Fisher advised more discussions are needed with TxDOT regarding how drivers are to turn around or get where they are going. Fisher asked that Council table this item until the next meeting.

Public Works Director Dane Rau explained that staff had been approached by the public about placing "No U-Turn" signs on the bridge crossing along Highway 290 East/West. Rau advised that TxDOT agreed with staff on placing the signs at the two crossings, but did want all drivers to make U-turns at the light. Rau stated that TxDOT was allowing staff to place the signs to enforce this if the City did not want U-turns to occur at those two crossings.

Councilmember Goss stated that this needs to be discussed with TxDOT since it is their right-of-way.

A motion was made by Councilmember Herring and seconded by Councilmember Cantey to table Item 8.

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

Mayor Milton Y. Tate, Jr.	**Absent**
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**

9. Discuss and Possibly Act Upon Bid No. E2017-01 Related to Storm Damage Repairs, Package 1, at Henderson Park and Authorize the Mayor to Execute Any Necessary Documentation

City Engineer Lori Lakatos presented this item. Lakatos explained that several streets and drainage structures were undermined or damaged in the May 2016 flood event, DR-4272. Lakatos stated that one of these was Higgins Branch within Henderson Park next to North Park Street. Lakatos advised that this project was submitted to FEMA as part of the damage inventory and is considered an eligible project under the disaster declaration DR-4272. Lakatos noted that this project is funded at a 75/25 cost share. Lakatos stated that six contractors submitted bids.

A motion was made by Councilmember Herring and seconded by Councilmember Cantey to award Bid No. E2017-01 related to storm damage repairs, package 1, at Henderson Park to VML Construction Services in the amount of $104,772.41 and authorize the Mayor or Mayor Pro Tem to execute any necessary documentation.

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

Mayor Milton Y. Tate, Jr.	**Absent**
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**

DRAFT

10. Discuss and Possibly Act Upon Authorization of Final Payment to Hassell Construction Co., Inc. for the Emergency Road Work and Storm Damage Repairs, Package 2B, for Jefferson Street at Higgins Branch and Authorize the Mayor to Execute Any Necessary Documentation

City Engineer Lori Lakatos presented this item. Lakatos explained that Hassell Construction Co., Inc. has completed the Jefferson Street at Higgins Branch crossing repairs that resulted from the May 2016 storm events and Hurricane Harvey, August 2018. Lakatos stated this this project has been submitted to FEMA as part of DR-4272, May 2016 Storm and DR-4332, Hurricane Harvey. Lakatos advised that no funding has been obligated at this time, but staff will continue to work through the process in hopes that FEMA will consider the project eligible for reimbursement.

A motion was made by Councilmember Cantey and seconded by Councilmember Goss to approve final payment to Hassell Construction Co., Inc. for the Emergency Road Repairs Storm Damage Repairs, Package 2A, to Jefferson Street at Higgins Branch in the amount of $131,566.80 and authorize the Mayor or Mayor Pro Tem to execute any necessary documentation.

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

Mayor Milton Y. Tate, Jr.	**Absent**
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**

11. Discuss and Possibly Act Upon Authorization of Final Payment to Site Work Contractors LLC for the Emergency Road Work and Storm Damage Repairs, Package 3, for Barbee Street at an Unnamed Tributary to Hog Branch and Authorize the Mayor to Execute Any Necessary Documentation

City Engineer Lori Lakatos presented this item. Lakatos explained that Site Work Contractors LLC. has completed the Barbee Street crossing repairs that resulted from the May 2016 storm events and Hurricane Harvey, August 2018. Lakatos stated that this project is eligible for FEMA funding at 75/25 cost share as part of DR-4272, May 2016 Storms. Lakatos noted that the City would have to submit the modified scope of work to FEMA for approval. Lakatos advised that the hope is that FEMA will consider the entire cost of the project eligible for reimbursement.

A motion was made by Councilmember Cantey and seconded by Councilmember Herring to approve final payment to Site Work Contractors LLC for the Emergency Road Work and Storm Damage Repairs, Package 3, Barbee Street at Unnamed Tributary to Hog Branch in the amount of $27,370.10 and authorize the Mayor or Mayor Pro Tem to execute any necessary documentation.

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

Mayor Milton Y. Tate, Jr.	**Absent**
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**

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

Mayor Pro Tem Ebel explained that as stated in the City Charter, there has to be a quorum of Council members in order to vote on Resolutions. Ebel stated that one of the Council members would have to abstain from voting today because he is a contractor involved in the construction of the facility. Ebel advised that there would be a discussion, but no formal action would be taken.

City Manager James Fisher stated that the Resolution is regarding the proposed facility that is to be constructed on Highway 36 South. 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 that 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.

Citizen Barbara Ross addressed Council. Ross explained that the cost of educating these students would be passed on to the taxpayers. Ross also stated that she has heard the facility has petitioned the city about being annexed and she is worried about what that will do to the police services. Ross suggested that everyone contact his or her state representative to try to get this stopped.

No action was taken on this item.

13. Administrative/Elected Officials Report

- **May 31st Pre-Budget Retreat and Council Meeting Start Time**

  City Manager James Fisher stated the Pre-Budget Retreat on May 31st will begin at 9:00 a.m. and the regular Council meeting will begin at 1:00 p.m. The Retreat will resume after the Council meeting.

City Manager James Fisher reported on the following:

- The Maifest parade is May 5th at 10:30 a.m.
- Budget meetings will be July 18th – 20th.
- Farmer and Artisan Market is May 4th from 3:00 p.m. to 7:00 p.m.
- Reception for Interim Police Chief Pancoast will be May 10th at 3:30 p.m.
- Swearing in ceremony for Police Chief Barrow is May 14th at 4:30 p.m.
- Thanked Council for closing City Hall for a few hours on April 27th so staff could attend the city picnic
- Thanked Dane and his crew for re-striping the cross walks in downtown

The meeting was adjourned.

_____

Andrew Ebel
Mayor Pro Tem

_____

Kacey A. Weiss, TRMC
Deputy City Secretary

DRAFT

ORDINANCE NO. O-18-007

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS REQUIRING THE PLACEMENT OF CERTAIN STOP SIGNS IN THE CITY OF BRENHAM, TEXAS; ESTABLISHING THE LOCATION OF SAID STOP SIGNS; REGULATING THE TRAFFIC AT SAID STOP SIGNS; PROVIDING FOR A PENALTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary to place stop signs at certain locations in the City of Brenham to prevent accidents, collisions and damages; to promote the flow of traffic along and into such streets; and to regulate the same;

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

Section 1: That there shall be established and installed two (2) stop signs on S. Saeger regulating northbound and southbound vehicular traffic, at its intersection with Old Mill Creek Rd.

The stop signs shall be erected at the top of a standard pole, installed in the ground on the right hand side of the streets identified herein in accordance with the most recent edition of the Texas Manual on Uniform Traffic Control Devices.

Section 2: That every person, firm or corporation, operating a motor vehicle or other vehicle of any kind, in, on, along and into the streets or street intersections designated in Section 1 hereof, upon reaching a stop sign at the location so designated, shall bring said vehicle to a full and complete stop in compliance with the provisions of applicable state law, before proceeding further along said street or into or on said street intersection.

Section 3: That any person, firm or corporation, violating Section 2 hereof, shall be fined a sum of not less than $1.00 and not more than $200.00, plus applicable court costs.

Section 4: This Ordinance shall take full force and effect from and after its passage, approval and publication as required by applicable law.

PASSED and APPROVED on its first reading this the 31st day of May, 2018.

PASSED and APPROVED on its second reading this the 7th day of June, 2018.

_____
Milton Y. Tate, Jr.
Mayor

ATTEST:

_____
Jeana Bellinger, TRMC, CMC
City Secretary

AGENDA ITEM 6

DATE OF MEETING: June 7, 2018	**DATE SUBMITTED:** June 1, 2018
DEPT. OF ORIGIN: Administration	**SUBMITTED BY:** James Fisher

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

AGENDA ITEM DESCRIPTION: Discussion and Update on a Lease Agreement Between the City of Brenham and the Brenham Heritage Museum, Inc. Regarding Premises Located at 105 South Market Street

SUMMARY STATEMENT: The City Council will be given an update by the City Attorney on a revised draft lease agreement between the City and the Brenham Heritage Museum.

Lease sent by separate email from Cary Bovey, City Attorney.

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. PROS:

B. CONS:

ALTERNATIVES (In Suggested Order of Staff Preference):

ATTACHMENTS: None

FUNDING SOURCE (Where Applicable):

RECOMMENDED ACTION: No action – discussion only.

APPROVALS: Milton Y. Tate, Jr.

AGENDA ITEM 7

DATE OF MEETING: June 7, 2018 **DEPT. OF ORIGIN:** Administration	**DATE SUBMITTED:** June 1, 2018 **SUBMITTED BY:** James Fisher

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

AGENDA ITEM DESCRIPTION: Discussion and Update on a Lease Agreement Between the City of Brenham and Simon Theater Master Tenant, LLC Regarding the Barnhill Center at the Historic Simon Theater

SUMMARY STATEMENT: The City Council will be given an update by the City Attorney on a revised draft lease agreement between the City and the Simon Theater Master Tenant, LLC for the Barnhill Center at the Historic Simon Theater.

Lease sent by separate email from Cary Bovey, City Attorney.

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. PROS:

B. CONS:

ALTERNATIVES (In Suggested Order of Staff Preference):

ATTACHMENTS: None

FUNDING SOURCE (Where Applicable):

RECOMMENDED ACTION: No action – discussion only.

APPROVALS: Milton Y. Tate, Jr.

AGENDA ITEM 8

DATE OF MEETING: June 7, 2018	**DATE SUBMITTED:** June 1, 2018
DEPT. OF ORIGIN: Public Utilities	**SUBMITTED BY:** Lowell Ogle

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

AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Authorization of Final Payment to TankEz Coatings, Inc for the 2016 TxCDBG Church Street Elevated Storage Tank Rehabilitation Project and Authorize the Mayor to Execute Any Necessary Documentation

SUMMARY STATEMENT: TankEz Coatings, Inc. has completed the rehabilitation work at the Church Street Elevated Storage Tank. The project consisted of removing and disposing of existing lead paint (exterior), recoating the interior and exterior of the 300,000-gallon EST, replace current roof hatch, curb, and roof vent with stainless steel parts, and made miscellaneous structural repairs to the safety climb devices on all interior ladders.

Final cost for the construction portion of the project was $346,000. In July 2016, the city of Brenham accepted a $275,000 grant (the maximum allowed) from the Texas Department of Agriculture to assist with the Church Street Elevated Storage Tank rehabilitation.

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. PROS:

B. CONS:

ALTERNATIVES (In Suggested Order of Staff Preference):

ATTACHMENTS: (1) Application for Payment No. 3 & Final; (2) Certificate of Construction Completion; (3) Contractor's Final Payment Affidavit; (4) Consent of Surety to Final Payment; and (5) Power of Attorney for Philadelphia Indemnity Insurance Company

FUNDING SOURCE (Where Applicable): 163-805.00

RECOMMENDED ACTION: Approve final payment to TankEz Coatings, Inc. for the 2016 TxCDBG Church Street Elevated Storage Tank Rehabilitation Project in the amount of $34,600.00 and authorize the Mayor to execute any necessary documentation

APPROVALS: James Fisher

Brenham

APPLICATION FOR PAYMENT NO. 3 & Final

TO OWNER: CITY OF BRENHAM, 200 W. VULCAN, BRENHAM, TEXAS 77833
FROM CONTRACTOR: TANKEZ COATINGS, INC., 2221 LOVING AVENUE, FT. WORTH, TEXAS 76164
PROJECT: 2016 TxCDBG CHURCH ST. ELEVATED STORAGE TANK REHABILITATION
STRAND PROJECT NO. 3900.051

CONTRACT AWARDED: August 17, 2017 — NOTICE TO PROCEED: November 11, 2017
PERIOD FROM: February 1, 2018 — PERIOD TO: March 28, 2018
CONST. TIME ALLOTED: 120 — TIME USED: 138

Item No.	Description	Contract Quantity	Completed Quantity: Previous Period	Completed Quantity: Current Period	Completed Quantity: Total	Unit Price	Total Value of Work Completed
1	Perform surface preparation and coat entire interior and exterior of 300,000 gallon legged elevated water storage tank including newly installed components, all above ground piping and valves, and appurtenances with specified coating system and disinfect, fill, and test elevated storage tank	1 LS	0.50	0.50	1	$ 288,500.00	$ 288,500.00
2	Remove and dispose of existing exterior leg ladder and furnish and install new OSHA approved exterior leg ladder with OSHA approved cable style safety climb device and aluminum climb prevention gate	1 LS	0.50	0.50	1	$ 8,500.00	$ 8,500.00
3	Remove and dispose of existing exterior bowl ladder and furnish and install new OSHA approved exterior bowl ladder with OSHA approved cable style safety climb device	1 LS	0.50	0.50	1	$ 6,500.00	$ 6,500.00
4	Remove and dispose of existing interior riser ladder (ground level to top hatch of tank) and furnish and install new OSHA approved interior riser ladder with OSHA approved cable style safety climb device	1 LS	0.50	0.50	1	$ 9,500.00	$ 9,500.00
5	Remove and dispose of existing interior bowl ladder (base of bowl to top hatch of tank) and furnish and install new OSHA approved interior bowl ladder with OSHA approved cable style safety climb device	1 LS	0.50	0.50	1	$ 4,500.00	$ 4,500.00
6	Remove and dispose of existing conduit and wires and furnish and install new conduit and wires to double obstruction lights and install new long life traffic type light bulbs for a fully operational system	1 LS	0.50	0.50	1	$ 4,000.00	$ 4,000.00
7	Remove and dispose of existing overflow weir box and furnish all labor and materials to install new overflow weir box	1 LS	1	0	1	$ 3,000.00	$ 3,000.00
8	Furnish and install antenna brackets and obstruction light holder on the roof	1 LS	1	0	1	$ 4,000.00	$ 4,000.00
9	Furnish and install blind flange on the drain	1 LS	1	0	1	$ 1,000.00	$ 1,000.00
10	Remove and dispose of existing roof vent and furnish and install new Type 316 stainless steel TCEQ approved roof vent with fiberglass screen	1 LS	1	0	1	$ 4,000.00	$ 4,000.00

13

Item No.	Description	Contract Quantity	Completed Quantity: Previous Period	Completed Quantity: Current Period	Completed Quantity: Total	Unit Price	Total Value of Work Completed
11	Remove and dispose of existing 30" riser manway and install new flanged and bolted manway as detailed	1 LS	1	0	1	$ 5,000.00	$ 5,000.00
12	Remove and dispose of existing overflow pipe flap valve and install 6" flap valve on overflow pipe	1 LS	1	0	1	$ 1,000.00	$ 1,000.00
13	Remove existing cathodic protection plates on roof and weld covers over each hole	1 LS	1	0	1	$ 1,500.00	$ 1,500.00
14	Install existing coaxial cables in conduits on all sections of the tank	1 LS	1	0	1	$ 5,000.00	$ 5,000.00

Original Contract:	$ 346,000.00
Plus Additions:	$ -
Less Deductions:	$ -
Adjusted Contract:	$ 346,000.00

Value of Work Performed to Date	$ 346,000.00
Plus Materials Stored at Close of Period	$ -
Net Amt Earned to Date	$ 346,000.00
Retainage	$ -
Subtotal	$ 346,000.00
Less Previous Pay Applications	$ 311,400.00
Amount Due this Application	**$ 34,600.00**

AFFIDAVIT & CERTIFICATION OF PAY APPLICATION BY CONTRACTOR

STATE OF TEXAS
COUNTY OF Tarrant

WHEREAS, the undersigned, Antonio R. Landaverde, who being duly sworn, on oath, says that he is the legal representative of Tankez Coatings Inc., has been employed by City of Brenham to furnish labor and materials for the installation of 2016 TxCDBG Church St. Elevated Storage Tank Rehabilitation in Brenham, Texas.

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

BY: [signature] DATE: 5-02-18
TANKEZ COATINGS, INC.

PRINTED NAME: Antonio R. Landaverde TITLE: President

SWORN TO AND SUBSCRIBED BEFORE ME THIS 2 DAY OF May, 2018

Miguel Flores
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS.

MIGUEL FLORES
Notary Public, State of Texas
Comm. Expires 11-03-2019
Notary ID 130428278

RECOMMENDED BY: [signature] DATE: 5.15.18
STRAND ASSOCIATES, INC.

APPROVED BY: DATE:
CITY OF BRENHAM

A709

Certificate of Construction Completion (COCC)

(Submit one for each Prime Construction Contract)

Grant Recipient: City of Brenham TxCDBG Contract No: 7216059

This is to certify that a final inspection of the project described below was conducted on the 1st day of May, 2018. Contract was entered into on the 17th day of August, 2017 between the city of Brenham and Tankez Coatings, Inc. for the construction of 2016 TxCDBG Church St. Elevated Storage Tank Rehabilitation.

This is to further certify that:

1. The work has been completed in accordance with the plans and specifications and all amendments, change orders and supplemental agreements thereto.

2. The sum of $ 0, has been deducted from the final payment to the Contractor in accordance with any contract liquidated damages requirements, separate from any liquidated damages resulting from Davis-Bacon compliance.

3. All programmatic requirements have been met, all claims and disputes have been settled, all warranties have been received, and all liens have been released.

4. The Contractor has presented on behalf of itself and its sureties, satisfactory evidence that he or she will repair, replace and rectify any faulty workmanship and/or materials discovered in the work within a period of 12 months from this date, as provided in the Contract.

5. All bills for materials, apparatus, fixtures, machinery, labor, and equipment used in connection with the construction of this project have been fully paid.

6.

Amount of Original Contract	$346,000.00
Cumulative Change Orders	$ N/A
Final Amount of Contract	$346,000.00
Less Previous Payments	$311,400.00
Less Deductions (from #2 above)	$ N/A
FINAL PAYMENT (Balance)	$ 34,600.00

7. The Final Payment above is now due and payable.

Certified by the following Engineer, Contractor, and Chief Elected Official/Designee:

Engineer
Project Manager
Title
Grand Assoc., Inc.
Firm

Contractor
President
Title
Tankez Coatings, Inc.
Firm

Chief Elected Official/Designee

Title

City

CONTRACTOR'S FINAL PAYMENT AFFIDAVIT

Locality: City of Brenham **TX CDBG No:** 7216059

Contractor: Tankez Coatings, Inc. **Date:** 5-02-18

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Antonio R. Landaverde, who being duly sworn, on oath, says that he is a duly authorized representative of Tankez Coatings, Inc.; Contractor, and that all terms of the Contract for the completion of certain public works described as 2016 TxCDBG Church St. Elevated Storage Tank Rehabilitation; City of Brenham, Texas have been satisfactorily completed and that ALL sums of money for payrolls, bills for material and equipment, and other indebtedness connected with the Work for the Owner or its property might in any way be responsible to the best of my knowledge and belief, have been paid or will be paid or otherwise satisfied within thirty days after receipt of final payment from the Owner, or within the period of time required by Article 601f, Vernon's Civil Statutes. Payments not made in full at the time of this affidavit are listed below.

FINAL PAYMENTS pending as of this date hereof are: ✓ **None Pending** _____ **As Listed Below**

Individual or Co. Name	Mailing Address	Amount Owed

Signature

President
Title

Affidavit must be signed by an individual owner or partner in partnership, or by a person authorized by by-laws or Board of Directors to sign for a corporation. If Contractor is a joint venture or partnership of individuals, either may sign, but if a joint venture in which a corporation is a party, separate affidavits must be executed by each corporation and by each individual owner or partnership. In the event subcontractors, laborers, or material suppliers have not been paid in full, the Contractor shall list here on the amount owed and the name and address of each subcontractor, laborer, or material supplier to whom such payment is owed.

Sworn and Subscribed before me this, the 2nd day of May, 2018.

Miguel Flores
Notary Public in and for Tarrant County, Texas

(SEAL)

MIGUEL FLORES
Notary Public, State of Texas
Comm. Expires 11-03-2019
Notary ID 130428278

BOND #: CE 01692800027

CONSENT OF SURETY TO FINAL PAYMENT

AIA Document G707

(Instructions on reverse side)

OWNER	☒
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☐
OTHER	☐

TO OWNER:
(Name and address)
City of Brenham
200 West Vulcan
Brenham, TX 77833

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

CONTRACT DATED: August 17, 2017

PROJECT:
(Name and address)
2016 TXCDBG Church St. Elevated Storage Tank Rehabilitation
TxCDBG Contract No. 7216059
Project No. 3900.051

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)
Philadelphia Indemnity Insurance Company
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004

, SURETY,

on bond of
(Insert name and address of Contractor)
Tankez Coatings, Inc.
9710 FM 79
Sumner, TX 75486

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)
City of Brenham
200 West Vulcan
Brenham, TX 77833

, OWNER,

as set forth in said Surety's bond,

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: May 2, 2018
(Insert in writing the month followed by the numeric date and year)

Philadelphia Indemnity Insurance Company
(Surety)

(Signature of authorized representative)

Attest (Seal):

Brent M. Blonigan, Attorney-in-fact
(Printed name and title)

AIA **CAUTION: You should sign an original AIA document that has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced. See Instruction Sheet for Limited License for Reproduction of this document.**

AIA DOCUMENT G707 - CONSENT OF SURETY TO FINAL PAYMENT- 1994 EDITION - AIA 1994 - THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, NW, WASHINGTON, D.C. 20006-5292 - **WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution.**

INSTRUCTION SHEET

FOR AIA DOCUMENT G707, CONSENT OF SURETY TO FINAL PAYMENT

A. GENERAL INFORMATION

1. Purpose

This document is intended for use as a companion to AIA Document G706, Contractor's Affidavit of Payment of Debts and Claims, on construction projects where the Contractor is required to furnish a bond. By obtaining the Surety's approval of final payment to the Contractor and its agreement that final payment will not relieve the Surety of any of its obligations, the Owner may preserve its rights under the bond.

2. Related Documents

This document may be used with most of the AIA's Owner-Contractor agreements and general conditions, such as A201 and its related family of documents. As noted above, this is a companion document to AIA Document G706.

3. Use of Current Documents

Prior to using any AIA document, the user should consult the AIA, an AIA component chapter or a current AIA Documents List to determine the current edition of each document.

4. Limited License for Reproduction

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B. CHANGES FROM THE PREVIOUS EDITION

Changes in the location of various items of information were made, without revision to the substance of the document.

C. COMPLETING THE G707 FORM

GENERAL: The bond form is the usual source of required information such as the contract date and the names and addresses of the Surety, Owner, Contractor and Project.

ARCHITECT'S PROJECT NO.: this information is typically supplied by the Architect and entered on the form by the Contractor.

CONTRACT FOR: This refers to the scope of the contract, such as "General Construction" or "Mechanical Work".

D. EXECUTION OF THE DOCUMENT

The G707 form requires both the Surety's seal and the signature of the Surety's authorized representative.

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Debbie Palmer, Kara Pierce, Marci Luse and/or Brent M. Blonigan of Grayhawk Insurance Associates** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$25,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.

(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Morgan Knapp, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires Sept. 25, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

(Notary Seal)

Notary Public: Morgan Knapp

residing at: Bala Cynwyd, PA

My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 2nd day of May, 20 18.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

IMPORTANT NOTICE

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at:

1-877-438-7459

You may also write Philadelphia Indemnity Insurance Company at:

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and Director of Surety

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
Web: http://www.tdi.state.tx.us
Email: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim. you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND: This notice is for information only and does not become a part or condition of the attached document.

ADVISO IMPORTANTE

Para obener informacion o para someter una queja: Usted puede llamar al numero de telefono gratis de para informacion o para someter una queja al:

1-877-438-7459

Usted tanbien puede escribir a Philadelphia Indemnity Insurance Company:

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and Director of Surety

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departmento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
Web: http://www.tdi.state.tx.us
Email: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Surety primero. Si no se resuelve la disputa, puede entonces comunicarrse con el departamento (TDI).

UNA ESTE AVISO A SU FIANZA DE GARANTIA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

AGENDA ITEM 9

DATE OF MEETING: June 7, 2018 **DEPT. OF ORIGIN:** Administration	**DATE SUBMITTED:** June 1, 2018 **SUBMITTED BY:** Kacey Weiss

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 Request for a Noise Variance in Connection with the 2018 Downtown Summer Concert Series (Hot Nights, Cool Tunes) to be Held from 2:30 p.m. to Midnight on July 7, 14, 21 and 28, 2018 and Authorize the Mayor to Execute Any Necessary Documentation

SUMMARY STATEMENT: The City of Brenham Community Programs submitted a request for a Noise Variance for the 4-night concert series this year. The dates and times include Saturday, July 7; Saturday, July 14; Saturday, July 21; and Saturday, July 28, 2018; from 2:30 p.m. (when sound set-up begins) to Midnight. There will be a free concert, food and beverage vendors, and a classic car cruise-in. They will have bands and a sound amplification system, which require 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): N/A

ATTACHMENTS: (1) Noise Variance Request

FUNDING SOURCE (Where Applicable): N/A

RECOMMENDED ACTION: Approve a request for a noise variance in connection with the 2018 Downtown Summer Concert Series (Hot Nights, Cool Tunes) to be held from 2:30 p.m. to Midnight on July 7, 14, 21 and 28, 2018 and authorize the Mayor to execute any necessary documentation

APPROVALS: James Fisher

NOISE VARIANCE REQUEST

Application Fee $10.00

1. Name of sponsoring organization:
City of Brenham

2. Name and address of individual making application on behalf of sponsoring organization:

Crystal Locke

P.O. Box 1059 Brenham, Texas 77834-1059

3. Purpose of the Event: Community event promoting Downtown Brenham

4. Location of Event: Downtown Brenham - Courthouse Square

5. Date of the event: July 7, 14, 21 and 28, 2018

6. Time of Event: 7pm-10:30pm

7. Event Set-up: From: 2:30pm To: 6:00pm

Event Clean-up: From: 10:30pm To: 12:00am

8. You are required to describe the following:

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

Live music; classic car cruise-in; food vendors

b) Bands/Musical Instruments: Average 5-6 band members

c) Sound amplification equipment:
Yes

d) Cleanup provisions: Working with City Departments

Crystal Locke
Name of Applicant (Printed or Typed)

Date: 05/02/2018

C Locke
Applicant or Authorized Person's Signature

Phone: 979-337-7254

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):

AGENDA ITEM 10

DATE OF MEETING: June 7, 2018 **DEPT. OF ORIGIN:** Community Programs	**DATE SUBMITTED:** May 31, 2018 **SUBMITTED BY:** Crystal Locke

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 Resolution No. R-18-009 Authorizing Execution of an Agreement with TxDOT for the Temporary Closure of State Right-of-Way in Connection with the 2018 Downtown Summer Concert Series (Hot Nights, Cool Tunes) to be Held on July 7, 14, 21 and 28, 2018

SUMMARY STATEMENT: Hot Nights, Cool Tunes, is hosted by the City of Brenham and sponsored by local businesses. These are free public events with live entertainment; food vendors and classic car cruise-in. Brenham residents and visitors bring lawn chairs, set them up in the street, and enjoy fellowship and entertainment. Concerts are July 7, 14, 21, and 28, 2018 from 7:00 p.m. – 10:30 p.m. One lane of Alamo Street between Park Street and St. Charles Street will close at 2:30 p.m. for stage setup followed by both lanes of Alamo Street closing between Austin Street and Market Street from 4:30 p.m. to midnight or until the stage is removed. Estimated attendance per weekend is 2,500 people.

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. PROS:

B. CONS:

ATTACHMENTS: (1) Resolution No. R-18-009; (2) Agreement with TxDOT for the Temporary Closure of State Right-of-Way; and (3) Application for Event Permit

FUNDING SOURCE (Where Applicable): N/A

RECOMMENDED ACTION: Approve Resolution No. R-18-009 authorizing execution of an agreement with TxDOT for the temporary closure of state right-of-way in connection with the 2018 Downtown Summer Concert Series (Hot Nights, Cool Tunes) to be held on July 7, 14, 21 and 28, 2018

APPROVALS: James Fisher

RESOLUTION NO. R-18-009

WHEREAS, the Texas Department of Transportation operates certain state highways within the City limits of the City of Brenham;

WHEREAS, the City of Brenham has received requests for street closings involving a portion of the state highway system within the City of Brenham;

WHEREAS, the Texas Department of Transportation and the City of Brenham have agreed to certain terms and conditions regarding the closing of a portion of the state highway system within the City limits for the purpose of said closings;

WHEREAS, the City Council of the City of Brenham has considered the foregoing and the aforesaid agreement and have agreed to be bound by the provisions thereof for the purpose of closing said streets for the 2018 Downtown Summer Concert Series, Hot Nights, Cool Tunes, to be held on **July 7, 14, 21, and 28, 2018**.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, the Mayor of Brenham, acting on behalf of the City Council of the City of Brenham is hereby authorized to execute the attached agreement with the Texas Department of Transportation in connection with the closure of a portion of the state highway system within the City of Brenham associated with the 2018 Downtown Summer Concert Series, Hot Nights, Cool Tunes. This resolution is effective upon its adoption.

PASSED AND APPROVED this the 7th of June, 2018.

_____
Milton Y. Tate, Jr., Mayor

ATTEST:

_____
Jeana Bellinger, TRMC, CMC
City Secretary

Agreement No._____

STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT OF WAY

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of Brenham, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "local government."

W I T N E S S E T H

WHEREAS, the State owns and operates a system of highways for public use and benefit, including Alamo Street, in Washington, County; and

WHEREAS, the local government has requested the temporary closure of Alamo Street (Business 290) for the purpose of the 2018 Downtown Summer Concert Series, Hot Nights, Cool Tunes, from 2:30 p.m. to 12:00 p.m. on July 7, 14, 21, and 28, 2018 as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

WHEREAS, the Event will be located within the local government's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

WHEREAS, on the 7th day of June, 2018, the Brenham City Council passed Resolution / Ordinance No. R-18-009, attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved shall be attached hereto along with a location map and identified as “Exhibit C.”

Article 3. OPERATIONS OF THE EVENT

A. The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

B. The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State’s right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State’s Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

C. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage

allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

(1) By mutual written agreement and consent of both parties.

(2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.

(3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.

(4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period

that the local government and/or its contractors are encroaching upon the State right of way.
B. In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS
Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS
The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

Article 11. LEGAL CONSTRUCTION
In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES
All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	**State:**
_____	Texas Department of Transportation
_____	_____
_____	_____
_____	_____

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT
This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE CITY OF BRENHAM
Executed on behalf of the local government by:

By_____ Date_____
City Official

Typed or Printed Name and Title _____

_____

THE STATE OF TEXAS
Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By_____ Date_____
District Engineer

Exhibit A

This request is for closure of Alamo Street (Business 290) from Market Street to Austin Street in Brenham, Texas (Washington County) as follows: One lane of Alamo Street (Business 290) from Park Street to St. Charles Street closing at 2:30 p.m. until 12:00 a.m.; both lanes of Alamo Street (Business 290) from Austin Street to Market Street closing at 4:30 p.m. until 12:00 a.m. on July 7, 14, 21, and 28, 2018.

All streets will be barricaded with traffic control devices and staffed with personnel from the Brenham Police Department and Citizens on Patrol.

The proposed activity that requires these street closures is the: Downtown Summer Concert Series, Hot Nights, Cool Tunes held Saturday, July 7, 14, 21 and 28, 2018. These are free concerts for the public with live entertainment, food vendors and a classic car cruise-in. Brenham resident and visitors bring lawn chairs, set them up in the street, and enjoy fellowship and entertainment. Estimated attendance per event is approximately 2,500.

Exhibit B

RESOLUTION NO. R-18-009

WHEREAS, the Texas Department of Transportation operates certain state highways within the City limits of the City of Brenham;

WHEREAS, the City of Brenham has received requests for street closings involving a portion of the state highway system within the City of Brenham;

WHEREAS, the Texas Department of Transportation and the City of Brenham have agreed to certain terms and conditions regarding the closing of a portion of the state highway system within the City limits for the purpose of said closings;

WHEREAS, the City Council of the City of Brenham has considered the foregoing and the aforesaid agreement and have agreed to be bound by the provisions thereof for the purpose of closing said streets for the 2018 Downtown Summer Concert Series, Hot Nights, Cool Tunes, to be held on **July 7, 14, 21, and 28, 2018**.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, the Mayor of Brenham, acting on behalf of the City Council of the City of Brenham is hereby authorized to execute the attached agreement with the Texas Department of Transportation in connection with the closure of a portion of the state highway system within the City of Brenham associated with the 2018 Downtown Summer Concert Series, Hot Nights, Cool Tunes. This resolution is effective upon its adoption.

PASSED AND APPROVED this the 7th of June 2018.

_____
Milton Y. Tate, Jr., Mayor

ATTEST:

_____
Jeana Bellinger, TRMC, CMC
City Secretary

Exhibit C

This request is for closure of Alamo Street (Business 290) from Market Street to Austin Street in Brenham, Texas (Washington County) as follows: One lane of Alamo Street (Business 290) from Park Street to St. Charles Street closing at 2:30 p.m. until 12:00 a.m.; both lanes of Alamo Street (Business 290) from Austin Street to Market Street closing at 4:30 p.m. until 12:00 a.m. on July 7, 14, 21, and 28, 2018.

All streets will be barricaded with traffic control devices and staffed with personnel from the Brenham Police Department and Citizens on Patrol.

The proposed activity that requires these street closures is the: Downtown Summer Concert Series, Hot Nights, Cool Tunes held Saturday, July 7, 14, 21 and 28, 2018. These are free concerts for the public with live entertainment, food vendors and a classic car cruise-in. Brenham resident and visitors bring lawn chairs, set them up in the street, and enjoy fellowship and entertainment. Estimated attendance per event is approximately 2,500.

Hot Nights, Cool Tunes

Street Closures and Information

One-lane of Alamo closed at 2:30pm for stage set-up at the corner of S. Baylor Street and Alamo Street.

Alamo Street (both lanes) close at 4:30pm; re-open at midnight or when stage is removed.

Stage

Park Street closed at 4:30pm for food vendors to set-up.

Food Vendor

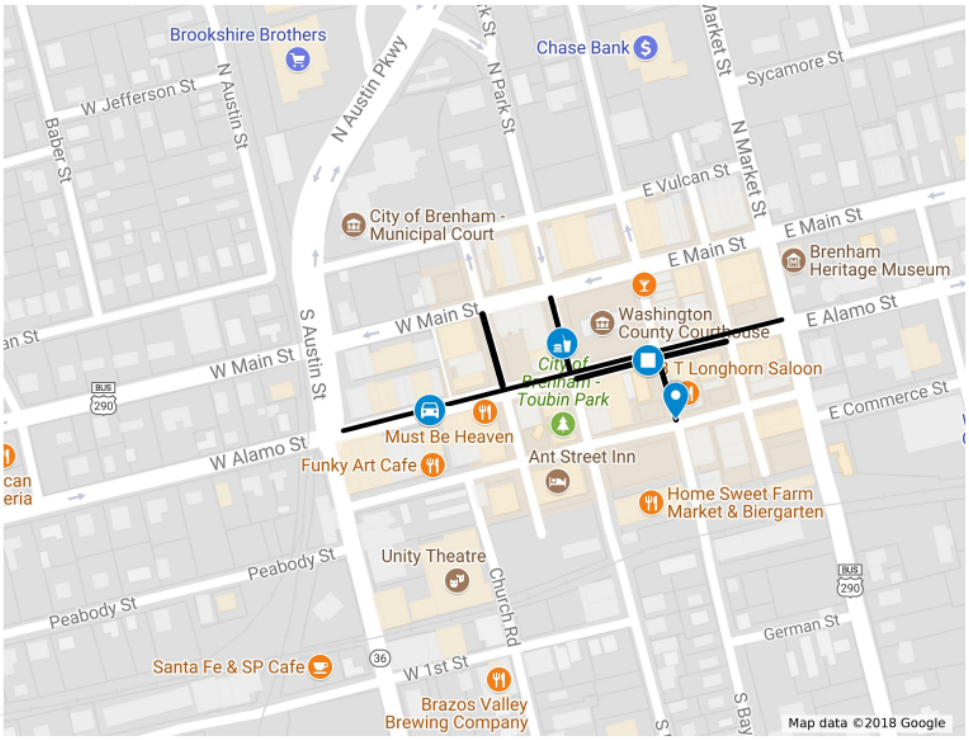
Classic Car Cruise-In

Baylor Street from Commerce to Alamo closed at noon.

Emergency Access Point

Douglas Street from Main Street to Alamo Street closes at 4:30pm.

July 7, 14, 21 and 28, 2018
7:00pm-10:30pm



Filing Fee $10.00

APPLICATION FOR EVENT PERMIT

1. Name of sponsoring organization: City of Brenham

2. Name of individual making application on behalf of sponsoring organizations: _____

   Crystal Locke

3. Purpose of the event: Community event promoting Downtown Brenham

4. Proposed date(s) of event: Saturday, July 7, 14, 21, and 28, 2018

5. Event start date and time: Saturday, July 7, 14, 21, and 28, 2018 at 7:00pm

6. Event set-up times: From 2:30pm to 6:00pm

7. Breakdown/cleanup: From 10:30pm to 12:00am

8. Describe types of activities planned (entertainment, food booths, theme of items for sale, etc.):

   Live music; classic car cruise-in; food vendors

9. Estimated attendance (event organizers and spectators): Estimated 2,500 per concert

10. Special Requests and/or additional information related to this event: _____

Filing Fee $10.00

11. Street Closure Times: Beginning at July 7, 14, 21, and 28, 2018 at various times
(Date and time)

Ending at: July 7, 14, 21 and 28, 2018 at midnight or until stage is removec
(Date and time)

12. Street Closings:**

Baylor	from	Commerce	to	Alamo at noon
Alamo (one-lane)	from	Park	to	St. Charles at 2:30pm
Alamo	from	Austin	to	Market at 4:30pm
Park	from	Main	to	Alamo at 4:30pm
Douglas	from	Commerce	to	Alamo at 4:30pm
	from		to	

**Please provide a map of closures

APPLICANT

C Locke
Signature

Date: 05/02/2018

Crystal Locke
Printed Name

Contact Phone Number: 979-337-7254

CITY OF BRENHAM

By: _____
City Secretary

Date: _____

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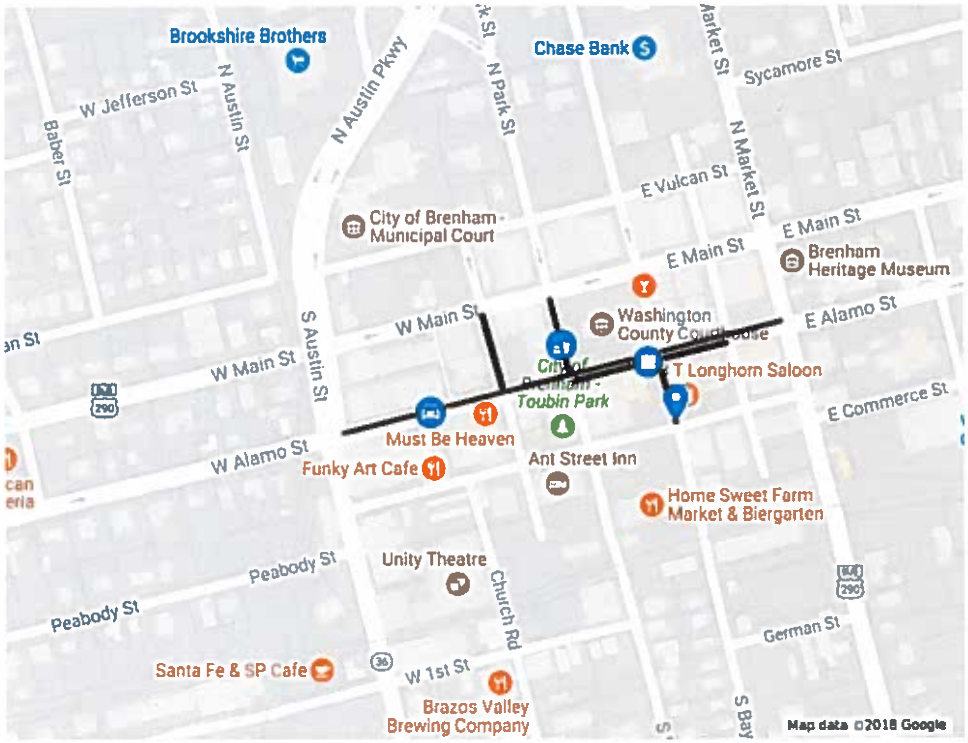

AGENDA ITEM 12

DATE OF MEETING: June 7, 2018 **DEPT. OF ORIGIN:** Administration	**DATE SUBMITTED:** June 1, 2018 **SUBMITTED BY:** James Fisher

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

AGENDA ITEM DESCRIPTION: Section 551.071 – Texas Government Code – Consultation with Attorney Regarding Legal Issues Related to a Lease Agreement Between the City of Brenham and the Brenham Heritage Museum, Inc. Regarding Premises Located at 105 South Market Street

SUMMARY STATEMENT: To be discussed in Executive Session.

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. PROS:

B. CONS:

ALTERNATIVES (In Suggested Order of Staff Preference):

ATTACHMENTS: None

FUNDING SOURCE (Where Applicable):

RECOMMENDED ACTION: None

APPROVALS: Milton Y. Tate, Jr.

AGENDA ITEM 13

DATE OF MEETING: June 7, 2018 **DEPT. OF ORIGIN:** Administration	**DATE SUBMITTED:** June 1, 2018 **SUBMITTED BY:** James Fisher

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

AGENDA ITEM DESCRIPTION: Section 551.071 – Texas Government Code – Consultation with Attorney Regarding Legal Issues Related to a Lease Agreement Between the City of Brenham and Simon Theater Master Tenant, LLC Regarding the Barnhill Center at the Historic Simon Theater

SUMMARY STATEMENT: To be discussed in Executive Session.

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. PROS:

B. CONS:

ALTERNATIVES (In Suggested Order of Staff Preference):

ATTACHMENTS: None

FUNDING SOURCE (Where Applicable):

RECOMMENDED ACTION: None

APPROVALS: Milton Y. Tate, Jr.

AGENDA ITEM 14

DATE OF MEETING: June 7, 2018 **DEPT. OF ORIGIN:** Administration	**DATE SUBMITTED:** June 1, 2018 **SUBMITTED BY:** James Fisher

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

AGENDA ITEM DESCRIPTION: Section 551.074 – Texas Government Code – Personnel Matters – Evaluation of the City Attorney

SUMMARY STATEMENT: To be discussed in Executive Session.

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. PROS:

B. CONS:

ALTERNATIVES (In Suggested Order of Staff Preference):

ATTACHMENTS: None

FUNDING SOURCE (Where Applicable):

RECOMMENDED ACTION: None

APPROVALS: Milton Y. Tate, Jr.