



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, MAY 21, 2020 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. May Service Recognitions**
 - **Bobby Keene, Wastewater Treatment** **10 Years**
 - **Carolyn Miller, Finance** **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 April 30, 2020 Special City Council Meeting

5-b. Ordinance No. O-20-011 on Its Second Reading Amending the Official Zoning Map of the City of Brenham, to Change the Zoning District from a Mixed Residential District (R-2) to a Commercial, Research and Technology District (B-2) on Approximately 0.997 Acres of Land Located at 811 W. Fifth Street, Being Further Described as Lot 1 in Block 2 of the Blinn Fifth Street Subdivision, in Brenham, Washington County, Texas (Case Number P-20-013)

5-c. Approve a Contract Between the City of Brenham and the Lower Colorado River Authority (LCRA) for the Annual Pole Changeout Program and Authorize the Mayor to Execute Any Necessary Documentation

- 5-d. Discuss and Possibly Act Upon Final Payment in the Amount of \$49,498.50 to Solid Bridge Construction for Contract No. 2017-03 Related to the Jackson Street Storm Damage Repairs and Authorize the Mayor to Execute Any Necessary Documentation**
- 5-e. Discuss and Possibly Act Upon Final Payment in the Amount of \$46,196.75 to Four Seasons Development Co. for Contract No. 10-2018 Related to the Henderson Park Phase I Improvements and Authorize the Mayor to Execute Any Necessary Documentation**
Pages 1-39

REGULAR SESSION

- 6. Discuss and Possibly Act Upon Ordinance No. O-20-012 on Its Second Reading Annexing Approximately 52.428 Acres of Land Located South and West of Dixie Road, Being Further Described as Tract 7 of the Phillip Coe Survey, A-31, in Brenham, Washington County, Texas**
Pages 40-54
- 7. Discuss and Possibly Act Upon Ordinance No. O-20-013 on Its Second Reading Amending the Official Zoning Map of the City of Brenham, to Assign a Zoning Classification of a Planned Development District (PDD) on Approximately 52.428 Acres of Land Located South and West of Dixie Road, Being Further Described as Tract 7 of the Phillip Coe Survey, A-31, in Brenham, Washington County, Texas (Case Number P-20-012)**
Pages 55-96
- 8. Discuss and Possibly Act Upon a Professional Services Agreement Between the City of Brenham and Strand Associates, Inc. Related to Old Chappell Hill Road Improvements and Authorize the Mayor to Execute Any Necessary Documentation**
Pages 97-112
- 9. Discuss and Possibly Act Upon a Facility Use Agreement Between the City of Brenham and the Brenham State Supported Living Center for Pool Use at the Blue Bell Aquatic Center and Authorize the Mayor to Execute Any Necessary Documentation**
Pages 113-117
- 10. Discuss and Possibly Act Upon the Coronavirus Relief Fund (CRF) Program and Authorize the Mayor/City Manager to Execute Any Necessary Documentation**
Pages 118-121
- 11. Discussion and Update on the City of Brenham's COVID-19 (Coronavirus) Response and Recovery Efforts**
Page 122
- 12. Administrative/Elected Officials Report**

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

Executive 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

Adjourn

CERTIFICATION

I certify that a copy of the May 21, 2020 agenda of items to be considered by the City of Brenham City Council was posted to the City Hall bulletin board at 200 W. Vulcan, Brenham, Texas on May 18, 2020 at **12:10 PM**.

Kacey A. Weiss, TRMC

Deputy City Secretary I

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

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

Signature

Title

Brenham City Council Minutes

A special meeting of the Brenham City Council was held on April 30, 2020 beginning at 1:00 p.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members present:

Mayor Milton Y. Tate, Jr.
Mayor Pro Tem Andrew Ebel
Councilmember Susan Cantey
Councilmember Keith Herring
Councilmember Clint Kolby
Councilmember Adonna Saunders
Councilmember Albert Wright

Members absent:

None

Others present:

City Manager James Fisher, City Attorney Cary Bovey, and City Secretary – Director of Administrative Services Jeana Bellinger

Citizens present:

None

Media Present:

Alyssa Faykus, Brenham Banner Press; and Josh Blaschke, KWHI

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags – Councilmember Wright**
- 3. Citizens Comments**

There were no citizen comments.

REGULAR SESSION

4. Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending Chapter 11, Garbage and Trash, of the Code of Ordinances, City of Brenham, Texas

City Manager James Fisher presented this item. Fisher explained that in March and April 2020, the City Council approved a contract with Brannon Industrial Group, LLC d/b/a BVR Waste and Recycling (BVR) for Residential and Commercial Sanitation and Recycling Services. As a result of the outsourcing of sanitation services, Chapter 11 of the Code of Ordinances needs to be amended to reflect the new provider and new methods of collection. Fisher advised the Council that the ordinance being presented for their approval is a complete rewrite of Chapter 11.

Fisher provided an overview of the ordinance and asked Council to provide their thoughts on having BVR to become the sole provider of commercial and/or residential roll-off service. Fisher explained that currently the City has franchise agreements with eight (8) providers for this service and all providers pay the City a franchise. Councilmember Saunders stated that she felt that since BVR has the exclusive sanitation contract that other companies should be allowed to provide roll-off services. Councilmember Wright stated that having options allows the citizens to shop around and find the best price for their specific needs. After further discussion, the Council decided to leave the roll-off franchise agreements in place.

A motion was made by Councilmember Herring and seconded by Councilmember Wright to approve an Ordinance on its first reading amending Chapter 11, Garbage and Trash, of the Code of Ordinances, City of Brenham, Texas.

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 Keith Herring	Yes
Councilmember Clint Kolby	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

5. Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending the Rate Tariff Schedule for the City of Brenham Sanitation Rates

City Manager James Fisher presented this item. Fisher explained that due to the outsourcing of residential and commercial sanitation to Brannon Industrial Group, LLC d/b/a BVR Waste and Recycling (BVR), the rate tariffs for sanitation need to be updated to mirror the City's contract with BVR.

City Attorney Cary Bovey advised Council of one needed change in the rate tariff ordinance. Bovey explained that a fee of \$40.00 for an additional pickup needed to be added to the Commercial Recycling section on Sheet No. 811 of the rate tariff.

A motion was made by Councilmember Kolby and seconded by Councilmember Saunders to approve an Ordinance on its first reading amending the rate tariff schedule for the City of Brenham Sanitation Rates with the addition of a \$40.00 fee for an additional pickup in the Commercial Recycling section of the rate tariff ordinance.

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 Keith Herring	Yes
Councilmember Clint Kolby	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

6. Discuss and Possibly Act Upon Resolution No. R-20-019 Providing for the Continuation of the Mayoral Declaration of Local Disaster Due to a Public Health Emergency Related to the COVID-19 (Coronavirus) Pandemic

City Manager James Fisher presented this item. Fisher explained that Governor Abbot has announced his intention to allow his executive order pertaining to COVID-19 to expire and is looking at re-opening businesses in Texas. Fisher stated that a local declaration of disaster is necessary to qualify for potential Federal Emergency Management Agency (FEMA) assistance in the future. Fisher noted that this resolution is aligned with the Governor's Executive Order Number 18. Fisher further advised that this Resolution has no end date specified, and it would remain in place until Council votes to terminate it.

City Attorney Cary Bovey advised Council of two needed corrections to the Resolution. Bovey explained that the word "extended" in Sections 2 and 7 could be deleted since the Resolution has no end date and would not need to be extended in the future.

A motion was made by Councilmember Kolby and seconded by Councilmember Saunders to approve Resolution No. R-20-019 providing for the continuation of the Mayoral Declaration of Local Disaster Due to a Public Health Emergency Related to the COVID-19 (Coronavirus) Pandemic with the deletion of the word "extended" in Sections 2 and 7.

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 Keith Herring	Yes
Councilmember Clint Kolby	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

7. Discuss and Possibly Act Upon a Donation in the Amount of \$20,000.00 to the City of Brenham Community Projects Fund, Inc. for the COVID-19 Economic Response Fund and Authorize the Mayor to Execute Any Necessary Documentation

City Manager James Fisher presented this item. Fisher advised that in response to the COVID-19 Pandemic, the Director of Economic Development Susan Cates has been working to establish a Washington County COVID-19 Response Fund to provide financial assistance to our local small businesses.

Fisher explained that the Washington County COVID-19 Response Fund would provide grants to our most at-risk small businesses (those with fewer than 20-full time employees) and the amount of funds distributed would be determined by the number of employees, how long the business has been open, and how the COVID-19 emergency has affected that business.

Fisher advised Council that instead of using \$20,000.00 from the City Manager's contingency fund, he would like the Council to consider the following:

- \$10,000.00 from utility fund reserves for the City to distribute to local restaurants for personal protective equipment, masks, hand sanitizer and cleaning products.
- \$10,000.00 from utility fund reserves to the Washington County COVID-19 Response Fund.
- \$40,000.00 of one-day general fund reserves to the Washington County COVID-19 Response Fund.

Director of Economic Development Susan Cates provided an update to the Council about the Washington County COVID-19 Response Fund. Cates advised that donations have been coming in over the past week and that a Fund Oversight Committee has been established with Councilmember Cantey, and citizens John Barnhill and Leon Toubin serving on the Committee. Cates explained that the Committee reviews each application and determines funding on a case-by-cases basis. Cates stated that the minimum funding amount is \$500.00 while the maximum funding amount is \$3,000.00. Cates advised that forty-five (45) applications have already been received and to date, the Committee has granted a total of \$24,000 to 16 Washington County businesses.

A motion was made by Mayor Pro Tem Ebel and seconded by Councilmember Wright to approve the use of \$10,000.00 from utility fund reserves for the City to distribute to local restaurants for personal protective equipment, masks, hand sanitizer and cleaning products and a donation in the amount of \$50,000.00 to the Washington County COVID-19 Response Fund.

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 Keith Herring	Yes
Councilmember Clint Kolby	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

8. Discussion and Update on the City of Brenham's COVID-19 (Coronavirus) Response and Recovery Efforts

City Manager James Fisher presented this item. Fisher explained that the COVID-19 pandemic has resulted in a forecasted shortfall of revenue in this year's general fund. Fisher reported that all City employees have been asked to take a week off without pay to assist in making up for the shortfall.

Fisher reported that the Library would not be immediately reopened, but it would be allowing citizens to access the computers by appointment. Fisher stated patrons using the computers would be required to wear a mask. Fisher also said patrons can check out books online, and those books can be picked up curbside.

Fisher said City offices would remain closed until further notice. Fisher further noted that staff would be available by appointment. Fisher reported that the Aquatic Center would remain closed indefinitely.

Fisher encouraged citizens to shop locally, as retail-to-go is now allowed.

9. Administrative/Elected Officials Report

None

EXECUTIVE SESSION

Council adjourned into Executive Session at 2:25 p.m.

10. Section 551.071 – Texas Government Code – Consultation with Attorney – Consultation with City Attorney Regarding Pending Litigation: D. Guyton v. City of Brenham, Texas; Cause No. 1:20-CV-00412-RP; United States District Court, Western District of Texas, Austin Division

Executive Session adjourned at 2:44 p.m.

WORK SESSION

11. Discussion and Presentation on Fiscal Year 2019-20 Current Budget and 2020-21 Proposed Budget

City Manager James Fisher presented this item. Fisher explained that the budget document provided to Council represents staff's best approximation of the impact of COVID-19 on the City's General Fund for Fiscal Year 2020. Fisher said that staff have been working since March to cut expenses to help mitigate the anticipated shortfall, and he believes this has helped the City's current position.

Fisher reviewed the different sources of revenue for the General Fund and discussed how those sources have been impacted by COVID-19. Fisher advised that projected loss of revenue from various sources results in an anticipated total shortfall of 1.4 million dollars for the Fiscal Year 2020.

Fisher explained that there is a general hiring freeze, part-time and seasonal employees have been furloughed, and step increases have been suspended. Fisher noted that about \$132,000 was saved by requiring all City employees to take one week of unpaid leave. Fisher stated that staff has reviewed all expenses and cut everywhere possible. Fisher said further cuts would likely need to be in personnel expenses.

Assistant City Manager/Chief Financial Officer Carolyn Miller reported the City has 22 days of excess General Fund reserves. Fisher said that staff wants to be cautious about using budget reserves for this fiscal year, because it is believed these reserves would be necessary in Fiscal Year 2021.

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

ORDINANCE NO. O-20-011

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS, AMENDING APPENDIX A - "ZONING" OF THE CODE OF ORDINANCES, AND THE OFFICIAL ZONING MAP OF THE CITY OF BRENHAM, BY CHANGING THE ZONING DISTRICT CLASSIFICATION FROM MIXED RESIDENTIAL DISTRICT (R-2) TO A COMMERCIAL, RESEARCH AND TECHNOLOGY DISTRICT (B-2) ON AN APPROXIMATELY 0.997 ACRE TRACT OF LAND DESCRIBED AS LOT 1 IN BLOCK 2 OF THE BLINN FIFTH STREET SUBDIVISION, IN BRENHAM, WASHINGTON COUNTY, TEXAS.

WHEREAS, the owner(s) of the 0.997 acres of land generally located on the southeast corner of the T-intersection of West Fifth Street and High Street, addressed as 801 West Fifth Street, and being further described as Lot 1 in Block 2 of the Blinn Fifth Street Subdivision, in Brenham, Washington County, Texas, (the "Property"), have requested that the Property be rezoned; and

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

WHEREAS, Appendix A – "Zoning" of the City of Brenham Code of Ordinance authorizes the City Council to grant zoning changes by adopting ordinances amending Appendix A for each individual permanent zoning change; and

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

WHEREAS, this amendment was recommended for approval by the City of Brenham Planning and Zoning Commission in its final report during its regular meeting on April 27, 2020; and

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

WHEREAS, the City Council deems it appropriate to grant such proposed change in the zoning district classification of the Property.

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

SECTION 1. That Appendix A - "Zoning" of the Code of Ordinances of the City of Brenham, Texas, and the Official Zoning Map of the City of Brenham are hereby amended by changing the zoning district classification from a Mixed Residential District (R-2) to a Commercial, Research and Technology District (B-2) on approximately 0.997 acres of land addressed as 801 West Fifth Street, and further described as Lot 1 in Block 2 of the Brenham Fifth Street Subdivision, in Brenham, Washington County, Texas, said area of land being further described and depicted in Exhibit "A" attached hereto and incorporated herein for all purposes.

SECTION 2. This Ordinance shall take effect as provided by the Charter of the City of Brenham, Texas.

PASSED and APPROVED on its first reading this the 7th day of May 2020.

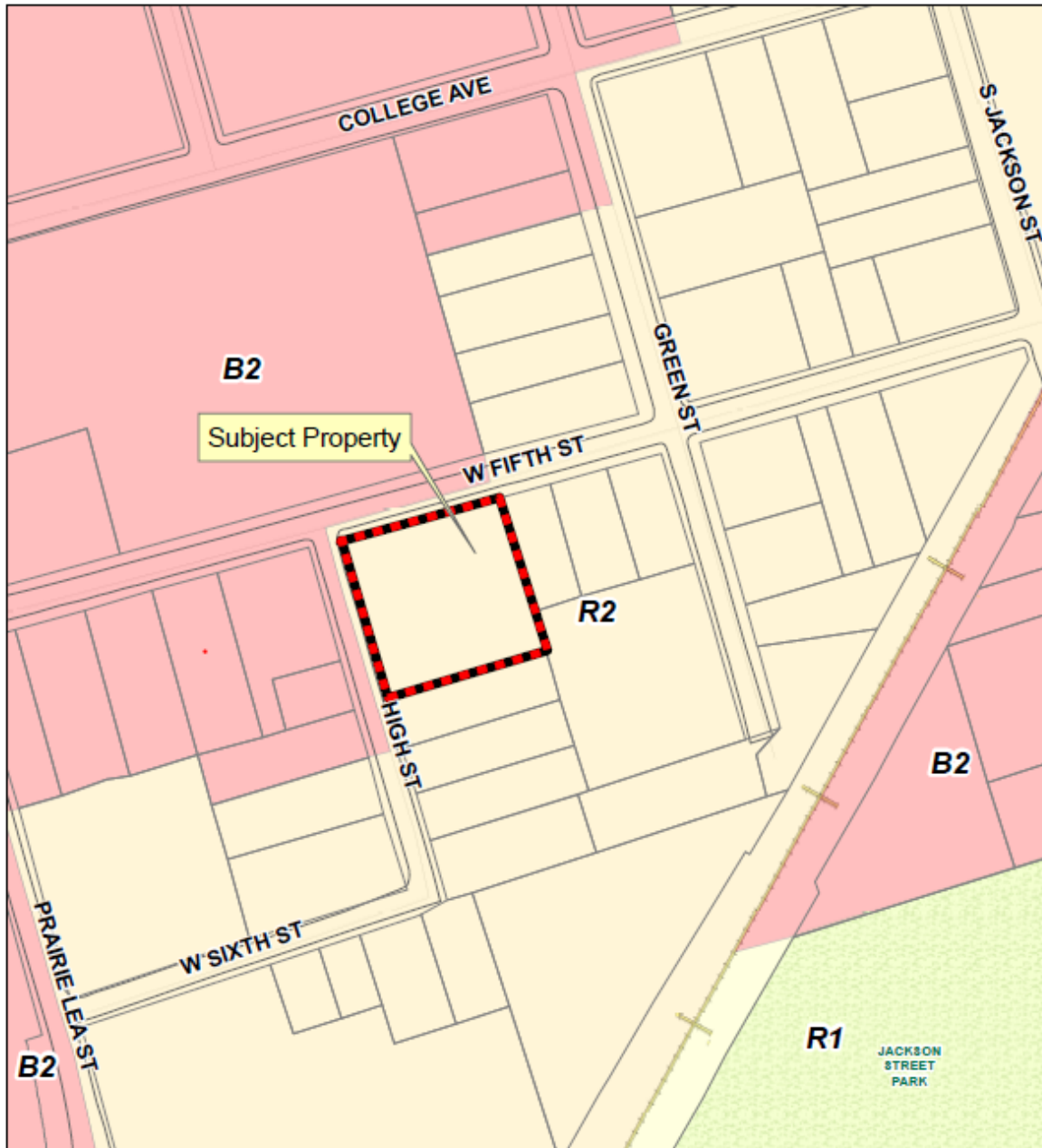
PASSED and APPROVED on its second reading this the 21st day of May 2020.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

Exhibit "A"



**Zoning Map
811 W Fifth Street**



1 inch = 170 feet





Memo

To: Mayor Milton Tate
City Council
City Manager

From: Donald Reese

Date: May 15, 2020

Re: Consent Agenda

Each year the City of Brenham contracts for an "Annual Pole Changeout" program to replace deteriorated poles at various locations throughout the city. Replacing these poles is necessary to protect the integrity of the city's electrical system. This year there will be a total of 17 poles changed out. The contract is with LCRA and is executed through our Technical Services Agreement between LCRA and the City of Brenham dated January 18, 1980. The work is to be performed in accordance with the Terms and Specifications between LCRA and the contractor. The Agreement is through Techline Construction and is not to exceed \$62,285 for labor and the cost of materials is estimated at \$11,500 for a total project cost of \$77,000.

Staff recommends approving the Electrical Distribution Construction Agreement with Techline Construction in the amount of \$62,285.

Electrical Distribution Construction Agreement

This Electrical Distribution Construction Agreement ("Agreement")

Is made and entered into effective as of the date of the last to sign below, by and between the City of BRENHAM TX ("Owner") and Techline Construction, LLC ("Contractor") _____.

(the Construction Drawings") and Contract No. 5045 Distribution Construction Services between Lower Colorado River Authority (LCRA) and Techline Construction, LLC dated October 1, 2018 (the "Contract") are attached to this Agreement as Exhibit A and Exhibit B respectively and are incorporated into it for all purposes. Both parties agree to all provisions of the Construction Drawings and the Contract, provided, however, that both the City, as Owner, and Contractor acknowledge that this Agreement is issued under Section C of Contract permitting LCRA'S Wholesale Customers to purchase under the Contract, and provided further that Owner and Contractor agree that LCRA is not a party to this Agreement between the Owner and the Contractor, and that LCRA does not guarantee payment by Owner to Contractor, warrant performance by Contractor to Owner or otherwise assume any Liability under this Agreement to Owner or Contractor (whether in tort (including negligence and strict liability) contract, warranty, indemnity, contribution or otherwise).

EXHIBIT A

Construction Drawings {complete title}

City to Furnish drawings & pictures

EXHIBIT B

Contract No. 5045 Distribution Construction Services between Lower Colorado River Authority and Techline Construction, LLC dated October 1, 2018.

City has Copy of Contract No. 5045

Contractor has thoroughly examined the jobsite, the Construction drawings and other specifications applicable laws and regulations, and all other matters affecting the work to be performed, and has delivered its offer to the City of BRENTHAM TX in the form of the Proposal by Techline Construction, LLC to the City of dated MAY 4th 2020 (the "Proposal"). The Proposal is attached to this Agreement as Exhibit C and incorporated into it for all purposes.

Contractor shall furnish all labor, construction equipment, transportation, subcontracting, and other required services to complete the work described in the Contract Documents, specifications, and Construction Drawings and the Contract Documents.

This includes ALL mobilization, and hand digging or hydro vacuuming that is required!

Contractor agrees to perform the work and Owner agrees to pay the Contractor in accordance with the prices listed in the Proposal and in any change orders executed by the parties.

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EXHIBIT C

Proposal by Techline Construction, LLC to the City of

Brenham Tx Dated May 4th 2020.

Techline Construction estimates the total cost of labor and equipment to complete the project or projects to be known as Rotten Pole Change

outs at various locations in the city of Brenham total of

17 Poles for the City of Brenham will be \$ 62,285.

Any added or unusual work will be done by Techline Construction for extra compensation.

Thank you
Don Cuyper
Techline Construction

SIGNATURE PAGE TO ELECTRICAL DISTRIBUTION CONSTRUCTION
AGREEMENT BETWEEN CITY OF BRENTHAM TX,
AS OWNER, AND TECHLINE CONSTRUCTION, LLC, AS CONTRACTOR

EXECUTED EFFECTIVE as of the date of the last to sign below.

CONTRACTOR

Techline Construction, LLC

By: Don Lawyer

Name: Don Lawyer

Title: President

Date: MAY 6 2020

OWNER

City of Brenham

By: Milton Y. Tate, Jr.

Name: _____

Title: Mayor

Date
Name: _____



Memo

To: Mayor Milton Tate
City Council
City Manager

From: Dane Rau

Date: May 21, 2020

Re: Consent Agenda

On December 19, 2019, City Council awarded Solid Bridge Construction the bid in the amount of \$153,735 for the Jackson Street Storm repairs.

The repairs/improvements have been completed. The work consisted of removal/disposal of sediment along the channel by reestablishing flow lines, side slopes and armor areas that have been compromised due to storm events. Concrete and riprap were also added to sensitive areas along the channel. The project included one Change Order in the amount of \$34,125 due to a quantity change, making the final payment due \$49,498.50.

This project was a partnership with Natural Resources Conservation Service (NRCS), in which NRCS committed to 90% of the cost and the City of Brenham was responsible for 10%. Currently NRCS has reimbursed the City \$124,525.35 for this project. As soon as final payment is made, staff will submit this to NRCS for reimbursement. We are currently working with NRCS to see if they could assist with covering 90% of the change order amount. If not, the full amount will be taken out of the FEMA Fund to cover the additional quantities.

Attachments: Application for Payment No. 2 & Final
Change Order No. 1
Certificate of Final Completion
Certificate of Payment to Subcontractors and Suppliers
Consent of Surety to Final Payment

APPLICATION FOR PAYMENT NO. 2

TO OWNER: CITY OF BRENHAM, 200 WEST VULCAN STREET, BRENHAM, TEXAS 77833
 FROM CONTRACTOR: SOLID BRIDGE CONSTRUCTION, LLC, 1204 SAM HOUSTON AVENUE, SUITE 1, HUNTSVILLE, TEXAS 77340

PROJECT: JACKSON STREET STORM DAMAGE REPAIRS
 STRAND PROJECT NO. 3900.089

CONTRACT AWARDED: January 10, 2020
 PERIOD FROM: January 27, 2020
 CONST. TIME ALLOTTED: 98

NOTICE TO PROCEED: January 27, 2020
 PERIOD TO: April 16, 2020
 TIME USED: 81

Item No.	Description	Contract Quantity	Completed Quantity			Unit Price	Total Value of Work Completed
			Previous Period	Current Period	Total		
BASE BID							
1	MOBILIZATION	1 LS	1		1	\$ 12,000.00	\$ 12,000.00
2	ROCK FILTER DAM	30 LF	30		30	\$ 100.00	\$ 3,000.00
3	EMBANKMENT (ERODED/UNDERMINED AREAS)	100 CY	100		100	\$ 26.00	\$ 2,600.00
4	EXCAVATION (CHANNEL)	380 CY	380		380	\$ 15.00	\$ 5,700.00
5	5-INCH THICK SLOPE PAVING	160 CY	160	65	225	\$ 525.00	\$ 118,125.00
6	PRESSURE RELIEF VALVE	6 EA	6		6	\$ 1,000.00	\$ 6,000.00
7	RIPRAP (TYPE R GROUTED)	30 CY	30		30	\$ 220.00	\$ 6,600.00
8	R&S EXISTING SIDEWALK (5-INCH THICK)	6 SY	6		6	\$ 400.00	\$ 2,400.00
9	BLOCK SODDING OR HYDROMULCH SEEDING	205 SY	205		205	\$ 20.00	\$ 4,100.00
ALTERNATE BID NO. 1							
A.1	ROCK FILTER DAM	30 LF	30		30	\$ 100.00	\$ 3,000.00
A.2	STORM DRAIN INLET PROTECTION	110 LF	110		110	\$ 4.00	\$ 440.00
A.3	EMBANKMENT	20 CY	20		20	\$ 26.00	\$ 520.00
A.4	EXCAVATION (CHANNEL)	185 CY	185		185	\$ 15.00	\$ 2,775.00
A.5	RIPRAP (STONE TYPE R GROUTED)	30 CY	30		30	\$ 220.00	\$ 6,600.00
A.6	BLOCK SODDING OR HYDROMULCH SEEDING	700 SY	700		700	\$ 20.00	\$ 14,000.00

Original Contract: \$ 153,735.00
 Plus Additions: \$ 34,125.00
 Less Deductions: \$ -
 Adjusted Contract: \$ 187,860.00

Value of Work Performed to Date \$ 187,860.00
 Plus Materials Stored at Close of Period \$ -
 Net Amt Earned to Date \$ 187,860.00
 Less 10% Retainage
 Subtotal \$ 187,860.00
 Less Previous Pay Applications \$ 138,361.50
 Amount Due this Application \$ 49,498.50

AFFIDAVIT & CERTIFICATION OF PAY APPLICATION BY CONTRACTOR

STATE OF TEXAS

COUNTY OF Walker

WHEREAS, the undersigned, Travis Hanus, who being duly sworn, on oath, says that he is the legal representative of Solid Bridge Construction, LLC, has been employed by the City of Brenham to furnish labor and materials for the installation of the Jackson Street Storm Damage Repairs project 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:

4-28-2020

SOLID BRIDGE CONSTRUCTION, LLC

PRINTED NAME:

Travis Hanus

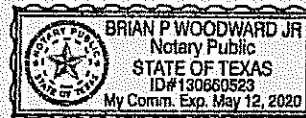
TITLE:

V.P.

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 28 DAY OF April, 2020

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS.

[Signature]



RECOMMENDED BY:

Nellie Janeska

DATE

4-29-2020

STRAND ASSOCIATES, INC.®

APPROVED BY:

DATE

CITY OF BRENHAM, TEXAS



Strand Associates, Inc.
1906 Niebuhr Street
Brenham, TX 77833
(P) 979-836-7937

April 24, 2020

CHANGE ORDER NO. 1

PROJECT: 2017 Jackson Street Storm Damage Repairs
OWNER: City of Brenham, Texas
CONTRACT: 2017-03
CONTRACTOR: Solid Bridge Construction, LLC

Description of Change

5	Cost adjustment because of change in quantity of 5-inch-thick slope paving, 65 cubic yards (CY) at \$525 per CY.	ADD	\$34,125.00
TOTAL VALUE OF THIS CHANGE ORDER:			ADD \$34,125.00

Contract Price Adjustment

Original Contract Price	\$153,735.00
Previous Change Order Adjustments	\$0.00
Adjustment in Contract Price this Change Order	\$34,125.00
Current Contract Price including this Change Order	\$187,860.00

Contract Final Completion Date Adjustment

Original Contract Final Completion Date	May 4, 2020
Contract Final Completion Date Adjustments due to previous Change Orders	0 days
Contract Final Completion Date Adjustments due to this Change Order	0 days
Current Final Contract Completion Dates including all Change Orders	May 4, 2020

This document shall become a supplement to the Contract and all provisions will apply hereto.

RECOMMENDED

 ENGINEER—Strand Associates, Inc.®	<u>4-29-2020</u> Date
--	--------------------------

APPROVED

 CONTRACTOR—Solid Bridge Construction, LLC	<u>4-28-2020</u> Date
--	--------------------------

APPROVED

OWNER—City of Brenham, Texas	_____ Date
------------------------------	---------------

DEG cdj\5\BRE\3900-3999\3900\089\Construction\Change Orders\1\Reconciliation Change Order.docx

Document 00641

CERTIFICATE OF FINAL COMPLETION

CERTIFICATE OF FINAL COMPLETION OF: 2017 Jackson Street Storm Damage Repairs

Project No.: 2017-03

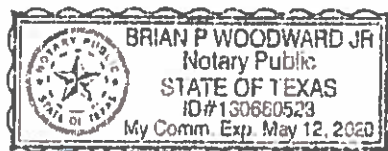
Contract Dated: [Contract Date]

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Travis Hanus who, being by me duly sworn, on his oath says that he or she represents South Bridge Construction, the Contractor who has performed a contract with the City of Brenham for the construction of the Work described above, and is duly authorized to make this affidavit; that he or she has personally examined the Work described above as required by the Contract documents; that said Work and all items thereof have been completed and all known defects made good; that all surplus material, refuse, dirt and rubbish have been cleaned up and removed or disposed of; that all parts of Work are in a neat, tidy, finished condition and ready in all respects for acceptance by the City; that all gravel or shell roadway surfaces removed during the course of the Work have been replaced in accordance with the Specifications; that rates of pay for all labor employed on said Work have not been below the minimum set out in "Labor Classification and Minimum Wage Scale" in the Contract documents and that within the knowledge of affiant all just bills for labor and material and for the rental or use of any equipment or apparatus, used in, on, or in connection with the Work have been paid in full by the Contractor.

[Signature]
Affiant's Signature

SWORN AND SUBSCRIBED before me on

April 6, 2020
Date



[Signature]
Notary Public in and for the State of TEXAS

Brian Woodward
Print or type name

My Commission Expires May 12, 2020
Expiration Date

THIS IS TO CERTIFY that I have observed the Work performed by the above named Contractor on the above described Contract and find all things in accordance with the Contract documents governing this Work to the best of my knowledge and belief.

Resident Project Representative

Approved: _____

[Project Manager or Construction Manager]

[Title of Approval Authority], [Contracting Department]

END OF DOCUMENT

00641-1
04-01-2017

CITY OF BRENHAM
STANDARD SPECIFICATION

CERTIFICATION OF PAYMENT
TO SUBCONTRACTORS AND SUPPLIERS

Document 00642

CERTIFICATION OF PAYMENT
TO SUBCONTRACTORS AND SUPPLIERS

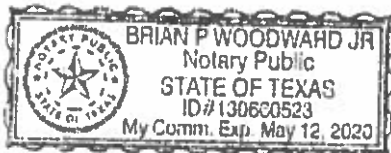
The undersigned, Travis Hanus, states that he is the V.P.
of Solid Bridge construction
Affiant Contractor Title

and that he is duly authorized to execute this Certification of Payment to Subcontractors and Suppliers; that Contractor has made payments to Subcontractors and Suppliers for all labor, materials, equipment, and services furnished to date for Work on Project No. 2017-03 in the amounts for which Contractor has been paid; that the labor, materials, equipment, and services covered by this Certificate of Payment have been furnished in accordance with and all in compliance with the Contract Documents; that no sums have been withheld by Contractor for Subcontractors and Suppliers as a result of any allegations of deficiencies in the Work; and that such payments were made in accordance with the Contract Documents and with the laws of the State of Texas.

[Signature]
Affiant's Signature

SWORN AND SUBSCRIBED before me on April 6, 2020
Date

B. P. Woodward
Notary Public in and for the State of TEXAS
Brian Woodward
Print or type name



My Commission Expires: May 12, 2020
Expiration Date

END OF DOCUMENT

00642-1
04-01-2017

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**
AIA DOCUMENT G707

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☒
OTHER ☐

PROJECT: Jackson Street Storm Damage Repairs
(name, address)

TO (Owner)

City of Brenham
200 West Vulcan Street
Brenham, TX 77833

ARCHITECT'S PROJECT NO: 3900.089

CONTRACT FOR: Jackson Street Storm Drainage Repairs

CONTRACT DATE: 01/10/2020

CONTRACTOR: Solid Bridge Construction LLC

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the SURETY COMPANY, (here insert name and address of Surety Company)

Travelers Casualty and Surety Company of America,

on bond of CONTRACTOR, (here insert name and address of Contractor)

Solid Bridge Construction LLC,

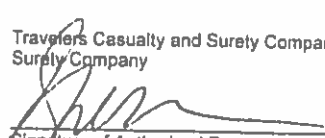
hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to OWNERS, (here insert name and address of Owner)

City of Brenham,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this 13th day of May 2020.

Travelers Casualty and Surety Company of America
Surety Company


Signature of Authorized Representative

Attest:
(Seal):

Attorney In Fact
Title

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS Current Edition



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Shelly Murski of Magnolia, Texas, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By: Robert L. Raney
 Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 13th day of May, 2020



Kevin E. Hughes
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.



Memo

To: Mayor Milton Tate
City Council
City Manager

From: Dane Rau

Date: May 21, 2020

Re: Consent Agenda

On February 07, 2019 City Council awarded Four Seasons Development Co Inc the bid in the amount of \$156,400.50 for the Henderson Park Phase I Improvements.

The improvements have been completed. The work consisted of ADA improvements (sidewalks, parking, bathrooms, etc.), HVAC bathroom upgrades, ADA parking, BBQ pit improvements and a new playground near the pavilion. The project also included three Change Orders. Change Order No. 1 in the amount of \$3,332 was for the removal of 38 additional yards of asphalt, which was replaced with reinforced concrete pavement to make the ADA parking area transition align with existing parking. Change Order No. 2 in the amount of \$4,560 was for the addition of a surge protective device for the park kitchen. Change Order No. 3 resulted in a credit amount of (\$2,547) as the City was refunded for pvc sleeve location services, making the final payment due \$46,196.75.

Attachments: Application for Payment No. 4
Application for Payment No. 5 & Final
Change Orders No. 1 - 3
Certificate of Final Completion
Certificate of Payment to Subcontractors and Suppliers
Consent of Surety to Final Payment

PAYMENT APPLICATION

Page 1

TO: CITY OF BRENHAM

PROJECT NAME AND LOCATION: HENDERSON PARK PHASE 1
CONSTRUCTION OF HENDERSON PARK PH
804 RIGGS STREET - 77833

FROM: Four Seasons Development Co., Inc.
5825 w Sam Houston Pkwy. N.
Houston, TX 77041

FOR: STRAND ASSOCIATES
203 SOUTH JACKSON STREET
BRENNHAM, TX 77833

Attn: 4

APPLICATION # 4

PERIOD THRU: 05/15/2020

PROJECT #s: 3900.219

DATE OF CONTRACT: 04/01/2019

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
Continuation Page is attached.

1. CONTRACT AMOUNT	\$156,400.50
2. SUM OF ALL CHANGE ORDERS	\$5,345.00
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$161,745.50
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$161,745.50
5. RETAINAGE:	
a. 10.00% of Completed Work (Columns D + E on Continuation Page)	\$16,174.55
b. 0.00% of Material Stored (Column F on Continuation Page)	\$0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$16,174.55
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$145,570.95
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$115,548.75
8. PAYMENT DUE	\$30,022.20
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$16,174.55

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$3,332.00	\$0.00
Total approved this month	\$4,560.00	(\$2,547.00)
TOTALS	\$7,892.00	(\$2,547.00)
NET CHANGES	\$5,345.00	

PAYMENT APPLICATION

Quantum Software Solutions, Inc. Document

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: Four Seasons Development Co., Inc

By: [Signature] Date: 5/15/20

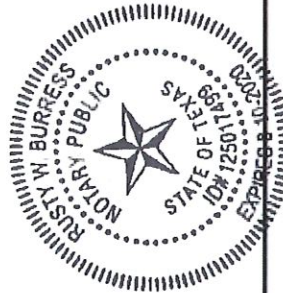
State of: Texas

County of: Harris

Subscribed and sworn to before
me this 15 day of May 2020

[Signature]
Notary Public

My Commission Expires: 8/16/20



ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT: _____
(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT

By: _____ Date: _____

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

CONTINUATION PAGE

Page 2 of 3

PROJECT: HENDERSON PARK PHASE 1									
CONSTRUCTION OF HENDERSON PARK PHASE 1									
Payment Application containing Contractor's signature is attached									
A	B	C	D	E	F	G	H	I	
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD	STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
01	4" THICK CONCRETE SIDEWALK	\$25,184.50	\$25,184.50	\$0.00	\$0.00	\$25,184.50	100.00%	\$0.00	
02	6" THICK CONCRETE PAVEMENT	\$15,680.00	\$15,680.00	\$0.00	\$0.00	\$15,680.00	100.00%	\$0.00	
03	BBQ PAVILION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
03 01	FOUNDATION	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100.00%	\$0.00	
03 02	BUILDING	\$30,000.00	\$30,000.00	\$0.00	\$0.00	\$30,000.00	100.00%	\$0.00	
03 03	ERECTION	\$7,000.00	\$0.00	\$7,000.00	\$0.00	\$7,000.00	100.00%	\$0.00	
04	PAVILION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
04 01	DENOLITION	\$9,000.00	\$9,000.00	\$0.00	\$0.00	\$9,000.00	100.00%	\$0.00	
04 02	PLUMBING	\$8,200.00	\$7,380.00	\$820.00	\$0.00	\$8,200.00	100.00%	\$0.00	
04 03	HVAC	\$8,000.00	\$0.00	\$8,000.00	\$0.00	\$8,000.00	100.00%	\$0.00	
04 04	ELECTRICAL	\$7,000.00	\$3,500.00	\$3,500.00	\$0.00	\$7,000.00	100.00%	\$0.00	
04 05	DOORS	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100.00%	\$0.00	
04 06	CINDER BLOCK	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100.00%	\$0.00	
04 07	SPECIALTIES	\$2,000.00	\$0.00	\$2,000.00	\$0.00	\$2,000.00	100.00%	\$0.00	
04 08	PAINTING	\$2,000.00	\$1,600.00	\$400.00	\$0.00	\$2,000.00	100.00%	\$0.00	
05	SWPPP	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100.00%	\$0.00	
	SUB-TOTALS	\$125,064.50	\$103,344.50	\$21,720.00	\$0.00	\$125,064.50	100.00%	\$0.00	

CONTINUATION PAGE

Quantum Software Solutions, Inc. Document

CONTINUATION PAGE

Page 3 of 3

PROJECT: HENDERSON PARK PHASE 1									
CONSTRUCTION OF HENDERSON PARK PHASE 1									
APPLICATION #:									
DATE OF APPLICATION:									
PERIOD THRU:									
PROJECT #s:									
4									
05/15/2020									
05/15/2020									
3900.219									
A	B	C	D	E	F	G	H	I	
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK	AMOUNT THIS PERIOD	STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
06	STORM SEWER/SLEEVES	\$9,400.00	\$9,400.00	\$0.00	\$0.00	\$9,400.00	100.00%	\$0.00	
07	BBQ PIT	\$19,250.00	\$9,625.00	\$9,625.00	\$0.00	\$19,250.00	100.00%	\$0.00	
08	BONDS/INSURANCE	\$2,686.00	\$2,686.00	\$0.00	\$0.00	\$2,686.00	100.00%	\$0.00	
09	Change Order # 1	\$3,332.00	\$3,332.00	\$0.00	\$0.00	\$3,332.00	100.00%	\$0.00	
10	Change Order # 2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
11	Change Order # 3	\$4,560.00	\$0.00	\$4,560.00	\$0.00	\$4,560.00	100.00%	\$0.00	
12	Change Order # 4 - PVC Sleeves	(\$2,547.00)	\$0.00	(\$2,547.00)	\$0.00	(\$2,547.00)	100.00%	\$0.00	
	TOTALS	\$161,745.50	\$128,387.50	\$33,358.00	\$0.00	\$161,745.50	100.00%	\$0.00	

CONTINUATION PAGE

Quantum Software Solutions, Inc. Document

PAYMENT APPLICATION

Page 1

TO: CITY OF BRENHAM	PROJECT NAME AND LOCATION: HENDERSON PARK PHASE 1 CONSTRUCTION OF HENDERSON PARK PH 804 RIGGS STREET - 77833	APPLICATION # PERIOD THRU: PROJECT #:	5 Final Distribution to: 05/15/2020 OWNER 3900 219 ARCHITECT 04/01/2019 CONTRACTOR
FROM: Four Seasons Development Co., Inc. 5825 w Sam Houston Pkwy N Houston TX 77041	ARCHITECT: STRAND ASSOCIATES 203 SOUTH JACKSON STREET BRENNHAM, TX 77833	DATE OF CONTRACT:	
FOR:			

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below
Continuation Page is attached

1. CONTRACT AMOUNT	\$156,400.50		
2. SUM OF ALL CHANGE ORDERS	\$5,345.00		
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$161,745.50		
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$161,745.50		
5. RETAINAGE:			
a 0.00% of Completed Work (Columns D + E on Continuation Page)	\$0.00		
b 0.00% of Material Stored (Column F on Continuation Page)	\$0.00		
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$0.00		
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$161,745.50		
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$145,570.95		
8. PAYMENT DUE	\$16,174.55		
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$0.00		

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$7,892.00	(\$2,547.00)
Total approved this month	\$0.00	\$0.00
TOTALS	\$7,892.00	(\$2,547.00)
NET CHANGES	\$5,345.00	

PAYMENT APPLICATION

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: Four Seasons Development Co., Inc.

By: [Signature] Date: 5/15/20

Julian Kubecka, President

State of: Texas

County of: Harris

Subscribed and sworn to before

me this 15 day of May 2020

Notary Public:

My Commission Expires: 6/10/20



ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT:

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT:

By: _____

Date: _____

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

Quantum Software Solutions, Inc. Document

CONTINUATION PAGE

Page 2 of 3

PROJECT: HENDERSON PARK PHASE 1										APPLICATION #:	
CONSTRUCTION OF HENDERSON PARK PHASE 1										DATE OF APPLICATION:	
										PERIOD THRU	
										PROJECT #'s	
										5 Final	
										05/15/2020	
										05/15/2020	
										3900 219	
A	B	C	D	E		F	G	H	I		
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)		
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD							
01	4" THICK CONETE SIDEWALK	\$25,184.50	\$25,184.50		\$0.00	\$25,184.50	100.00%	\$0.00			
02	6" THICK CONCRETE PAVEMENT	\$15,680.00	\$15,680.00		\$0.00	\$15,680.00	100.00%	\$0.00			
03	BBQ PAVILION	\$0.00	\$0.00		\$0.00	\$0.00		\$0.00			
03.01	FOUNDATION	\$5,000.00	\$5,000.00		\$0.00	\$5,000.00	100.00%	\$0.00			
03.02	BUILDING	\$30,000.00	\$30,000.00		\$0.00	\$30,000.00	100.00%	\$0.00			
03.03	ERECTION	\$7,000.00	\$7,000.00		\$0.00	\$7,000.00	100.00%	\$0.00			
04	PAVILION	\$0.00	\$0.00		\$0.00	\$0.00		\$0.00			
04.01	DEMOLITION	\$9,000.00	\$9,000.00		\$0.00	\$9,000.00	100.00%	\$0.00			
04.02	PLUMBING	\$8,200.00	\$8,200.00		\$0.00	\$8,200.00	100.00%	\$0.00			
04.03	HVAC	\$8,000.00	\$8,000.00		\$0.00	\$8,000.00	100.00%	\$0.00			
04.04	ELECTRICAL	\$7,000.00	\$7,000.00		\$0.00	\$7,000.00	100.00%	\$0.00			
04.05	DOORS	\$2,000.00	\$2,000.00		\$0.00	\$2,000.00	100.00%	\$0.00			
04.06	CINDER BLOCK	\$2,000.00	\$2,000.00		\$0.00	\$2,000.00	100.00%	\$0.00			
04.07	SPECIALTIES	\$2,000.00	\$2,000.00		\$0.00	\$2,000.00	100.00%	\$0.00			
04.08	PAINTING	\$2,000.00	\$2,000.00		\$0.00	\$2,000.00	100.00%	\$0.00			
05	SWPPP	\$2,000.00	\$2,000.00		\$0.00	\$2,000.00	100.00%	\$0.00			
SUB-TOTALS		\$125,064.50	\$125,064.50		\$0.00	\$125,064.50	100.00%	\$0.00			

Payment Application containing Contractor's signature is attached

CONTINUATION PAGE

Quantum Software Solutions, Inc. Document

CONTINUATION PAGE

Page 3 of 3

PROJECT HENDERSON PARK PHASE 1 CONSTRUCTION OF HENDERSON PARK PHASE 1 APPLICATION #: DATE OF APPLICATION: PERIOD THRU: PROJECT #s: 5 Final 05/15/2020 05/15/2020 3900.219									
A	B	C	D	E	F	G	H	I	
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD	STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
06	STORM SEWER/SLEEVES	\$9,400.00	\$9,400.00	\$0.00	\$0.00	\$9,400.00	100.00%	\$0.00	
07	BBQ PIT	\$19,250.00	\$19,250.00	\$0.00	\$0.00	\$19,250.00	100.00%	\$0.00	
08	BONDS/INSURANCE	\$2,686.00	\$2,686.00	\$0.00	\$0.00	\$2,686.00	100.00%	\$0.00	
9	Change Order # 1	\$3,332.00	\$3,332.00	\$0.00	\$0.00	\$3,332.00	100.00%	\$0.00	
10	Change Order # 2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
11	Change Order # 3	\$4,560.00	\$4,560.00	\$0.00	\$0.00	\$4,560.00	100.00%	\$0.00	
12	Change Order # 4 - PVC Sleeves	(\$2,547.00)	(\$2,547.00)	\$0.00	\$0.00	(\$2,547.00)	100.00%	\$0.00	
	TOTALS	\$161,745.50	\$161,745.50	\$0.00	\$0.00	\$161,745.50	100.00%	\$0.00	

CONTINUATION PAGE

Quantum Software Solutions, Inc. Document

**Strand Associates, Inc.®**

1906 Niebuhr Street
Brenham, TX 77833
(P) 979-836-7937

June 19, 2019

CHANGE ORDER NO. 1

PROJECT: Henderson Park Phase I Improvements Rebid
OWNER: City of Brenham
CONTRACT: 2017-09
CONTRACTOR: Four Seasons Development Co., Inc.

Description of Change

1a	Sawcut and remove additional 38 square yards of asphalt pavement and replace with 5-inch thick reinforced concrete pavement.	ADD	\$3,332.00
----	--	-----	------------

TOTAL VALUE OF THIS CHANGE ORDER:	ADD	\$3,332.00
--	------------	-------------------

Contract Price Adjustment

Original Contract Price	\$156,400.00
Previous Change Order Adjustments	\$0.00
Adjustment in Contract Price this Change Order	\$3,332.00
Current Contract Price including this Change Order	\$159,732.00

Contract Final Completion Date Adjustment

Original Contract Final Completion Date	December 24, 2019
Contract Final Completion Date Adjustments due to previous Change Orders	0 Days
Contract Final Completion Date Adjustments due to this Change Order	0 Days
Current Final Contract Completion Dates including all Change Orders	December 24, 2019

City of Brenham—Four Seasons Development Co., Inc.
Contract 2017-09, Change Order No. 1
Page 2
June 19, 2019

This document shall become a supplement to the Contract and all provisions will apply hereto.

RECOMMENDED

Robert C. Schuler
ENGINEER—Strand Associates, Inc.®

7/17/19
Date

APPROVED

Khaw
CONTRACTOR—Four Seasons Development Co., Inc.

7-17-19
Date

APPROVED

Tom Ran
OWNER—City of Brenham

8/7/19
Date

CHANGE ORDER

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

☐
☐
☐
☐
☐

PROJECT: HENDERSON PARK PHASE 1
CONSTRUCTION OF HENDERSON PARK P
804 RIGGS STREET - 77833

CHANGE ORDER #: **3**
CHANGE ORDER DATE: 05/10/2020
PROJECT #s: 3900.219
DATE OF CONTRACT: 04/01/2019
FOR:

TO: Four Seasons Development Co., Inc
5825 w Sam Houston Pkwy. N.
Houston, TX 77041

The Contract is changed as follows:

Credit: Refund City of Brenham for PVC Sleeve location services.

The original Contract Sum was	\$156,400.50
The net change by previously authorized Change Orders is	\$7,892.00
The Contract Sum prior to this Change Order was	\$164,292.50
The Contract Sum will be decreased by this Change Order in the amount of	(\$2,547.00)
The new Contract Sum including this Change Order will be	\$161,745.50
The Contract Time will be unchanged.	0 days.
The date of Substantial Completion as of this Change Order therefore is	Unchanged

Not valid until signed by all parties below.

STRAND ASSOCIATES	Four Seasons Development Co., Inc	CITY OF BRENHAM
ARCHITECT	CONTRACTOR	OWNER
203 SOUTH JACKSON STREET	5825 w Sam Houston Pkwy. N.	
ADDRESS	ADDRESS	ADDRESS
BRENHAM, TX 77833	Houston, TX 77041	
BY (Signature)	BY (Signature) 	BY (Signature)
(Typed Name)	Julian Kubeczka, President	(Typed Name)
DATE	DATE 5/14/20	DATE

Quantum Software Solutions, Inc. Document

CITY OF BRENHAM
HENDERSON PARK PHASE I IMPROVEMENTS REBID

CERTIFICATE
OF FINAL COMPLETION

Document 00641

CERTIFICATE OF FINAL COMPLETION

CERTIFICATE OF FINAL COMPLETION OF: Henderson Park Phase I Improvements Rebid
City of Brenham Project No.: 3900.219
Contract Dated: MARCH 21, 2019

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared KEVIN WILKESMAN who, being by me duly sworn, on his oath says that he or she represents PAUL SERRANO DEVELOPMENT, LLC the Contractor who has performed a contract with the City of Brenham for the construction of the Work described above, and is duly authorized to make this affidavit; that he or she has personally examined the Work described above as required by the Contract documents; that said Work and items thereof have been completed and known defects made good, that all surplus material, refuse, dirt and rubbish have been cleaned up and removed or disposed of; that parts of Work are in a neat, tidy, finished condition and ready in respects for acceptance by the City; that gravel or shell roadway surfaces removed during the course of the Work have been replaced in accordance with the Specifications, that rates of pay for labor employed on said Work have not been below the minimum set out in "Labor Classification and Minimum Wage Scale" in the Contract documents and that within the knowledge of affiant just bills for labor and material and for the rental or use of any equipment or apparatus, used in, on, or in connection with the Work have been paid in full by the Contractor.

Kevin Wilkesman
Affiant's Signature

May 18, 2020
Date

[Signature]
Notary Public in and for the State of TEXAS

Rusty W. Burress
Print or type name

My Commission Expires: 8/10/20
Expiration Date



THIS IS TO CERTIFY that I have inspected the Work performed by the above named Contractor on the above described Contract and it is our knowledge and belief that things are in accordance with the Contract documents governing this Work.

Inspector

[Project Manager or Construction Manager]

Approved:

[Title of Approval Authority], [Contracting Department]

END OF DOCUMENT

00641-1
04-01-2017

CITY OF BRENHAM

CERTIFICATION OF PAYMENT TO SUBCONTRACTORS
AND SUPPLIERS

HENDERSON PARK PHASE I IMPROVEMENTS REBID

Document 00642

CERTIFICATION OF PAYMENT
TO SUBCONTRACTORS AND SUPPLIERS

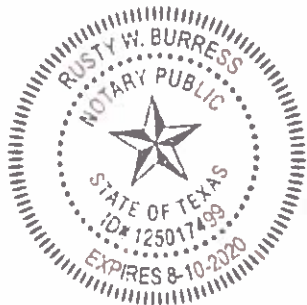
The undersigned, Kevin Winkelman, states that he is the Project Supervisor
of Four Seasons Development Co Inc
Affiant Contractor

and that he is duly authorized to execute this Certification of Payment to Subcontractors and Suppliers; that Contractor has made payments to Subcontractors and Suppliers for all labor, materials, equipment, and services furnished to date for Work on Project No. 3900.219 in the amounts for which Contractor has been paid; that the labor, materials, equipment, and services covered by this Certificate of Payment have been furnished in accordance with and all in compliance with the Contract Documents; that no sums have been withheld by Contractor for Subcontractors and Suppliers as a result of any allegations of deficiencies in the Work; and that such payments were made in accordance with the Contract Documents and with the laws of the State of Texas.

Kevin Winkelman
Affiant's Signature

SWORN AND SUBSCRIBED before me on

May 18, 2020
Date



Rusty W. Burress
Notary Public in and for the State of TEXAS

Rusty W Burress
Print or type name

My Commission Expires:

8/10/20
Expiration Date

END OF DOCUMENT

00642-1
04-01-2017



The Guarantee Company of North America USA

One Towne Square, Suite 1470

Southfield, Michigan 48076

Phone: 248-281-0281 Fax: 248-750-0431

www.gcna.com

Bond Number 70158021

CONSENT OF SURETY COMPANY
TO FINAL PAYMENT

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

PROJECT Henderson Park Phase I Improvements Rebid

(name address)

TO (Owner)
City of Brenham, Texas

200 W Vulcan Street

Brenham, Texas 77833

ARCHITECT'S PROJECT NO

CONTRACT FOR \$156,400.50 (Original CP)

\$161,745.50 (Final CP)

CONTRACT DATE

CONTRACTOR Four Seasons Development Company, Inc.

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety as it appears in the bond)

The Guarantee Company of North America USA One Towne Square #1470 Southfield, MI 48076 SURETY COMPANY
on bond of (here insert name and address of Contractor)

Four Seasons Development Company, Inc.

CONTRACTOR

Hereby approves of the final payment to the Contractor and agrees that final payment to the Contractor shall not
relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

City of Brenham, Texas

OWNERS

As set forth in the said Surety Company's bond.

IN WITNESS WHEREOF the Surety has hereunto set its hand this 15th day of May, 2020

The Guarantee Company of North America USA
Surety Company

Signature of Authorized Representative

Nancy T. Berry, Attorney-In-Fact

Title

ATTEST
(Seal)

Tommy J. Foster
Tommy J. Foster, Witness

The language in this document confirms exactly to the language used in AIA Document G707 - Consent of Surety Company to Final Payment



The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan having its principal office in Southfield, Michigan does hereby constitute and appoint

Richard D. Bright, Nancy T. Berry, Steven W. Berry, Marla Gentry
INSURICA TX Insurance Services, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority.

1. To appoint Attorney(s)-in-fact and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below.
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1st day of March 2018.



THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak, Chief Executive Officer

Randall Musselman, Secretary

STATE OF MICHIGAN
County of Oakland

On this 1st day of March 2018 before me came the individuals who executed the preceding instrument to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA, that the seal affixed to said instrument is the Corporate Seal of said Company, that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland

My Commission Expires February 27, 2024
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA which is still in full force and effect.



IN WITNESS WHEREOF, I have hereunto set my hand and attached the seal of said Company this 15th day of May

2020.

Randall Musselman, Secretary



AGENDA ITEM 6

DATE OF MEETING: May 7, 2020		DATE SUBMITTED: May 1, 2020	
DEPT. OF ORIGIN: Administration		SUBMITTED BY: Jeana Bellinger	
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 Ordinance No. O-20-012 on Its Second Reading Annexing Approximately 52.428 Acres of Land Located South and West of Dixie Road, Being Further Described as Tract 7 of the Phillip Coe Survey, A-31, in Brenham, Washington County, Texas			
SUMMARY STATEMENT: In February, the City received a request from the Estate of Joyce E. Baker to annex 52.428 acres of their 64-acre tract located in Washington County. The Executrix of the Estate, Susan Love, advised the City that the property was currently under contract with 1983 Land Investments, LLC (Stylecraft Builders, Inc.) for the development of single-family residential lots to join the existing Vintage Farms Subdivision. The zoning of this 52.428-acre tract will be discussed in the following agenda item. The state mandated Public Hearing, as well as the first reading of the ordinance, was held during the May 7, 2020 City Council meeting.			
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):			
A. PROS:			
B. CONS:			
ALTERNATIVES (In Suggested Order of Staff Preference):			
ATTACHMENTS: (1) Ordinance No. O-20-012			
FUNDING SOURCE (Where Applicable):			

RECOMMENDED ACTION: Approve Ordinance No. O-20-012 on Its Second Reading Annexing Approximately 52.428 Acres of Land Located South and West of Dixie Road, Being Further Described as Tract 7 of the Phillip Coe Survey, A-31, in Brenham, Washington County, Texas

APPROVALS: James Fisher

ORDINANCE NO. O-20-012

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS FOR THE PURPOSE OF EXTENDING THE CORPORATE LIMITS OF THE CITY OF BRENHAM, TEXAS; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 52.428 ACRES OF LAND, COMPRISED OF ONE (1) TRACT HEREINAFTER MORE SPECIFICALLY DESCRIBED, TO THE CITY OF BRENHAM, TEXAS FOR ALL MUNICIPAL PURPOSES; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING THAT SUCH AREAS SHALL BECOME A PART OF THE CITY AND THAT THE INHABITANTS THEREOF SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BE BOUND BY THE ACTS AND ORDINANCES NOW IN EFFECT AND TO BE HEREINAFTER ADOPTED; PROVIDING FOR A MUNICIPAL SERVICES AGREEMENT FOR THE ANNEXED AREAS; PROVIDING FOR THE AMENDMENT OF THE OFFICIAL MAP OF THE BOUNDARIES OF THE CITY; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PROPER NOTICE AND MEETING.

WHEREAS, the City of Brenham, Texas is a Texas home-rule municipality; and

WHEREAS, Chapter 43 of the Texas Local Government Code, V.T.C.A., authorizes municipalities to annex territory in accordance with the procedures provided for therein; and

WHEREAS, Article I, Section 3 of the Charter of the City of Brenham authorizes annexation of territory to the City, in accordance with the laws of this State; and

WHEREAS, the hereinafter described property lies within the extraterritorial jurisdiction of the City of Brenham; and

WHEREAS, the owner of approximately 52.428 acres of land, described in Exhibit "A" attached hereto and incorporated herein for all purposes, has filed a written request with the City for the annexation of said area; and

WHEREAS, notice of the required public hearing was published in a newspaper having general circulation in the City of Brenham, Texas and the public hearing was conducted and held in accordance with applicable law; and

WHEREAS, the City of Brenham, Texas prepared a Municipal Services Agreement for the extension of municipal services into the area to be annexed, said Agreement being attached hereto as Exhibit "B" and incorporated herein for all purposes; and

WHEREAS, all notices, publications and hearings have been duly given and held as required by law; Now Therefore,

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

Section 1. That the hereinafter described tract of land is within the extraterritorial jurisdiction of, and is adjacent to and is contiguous to the present corporate limits of the City of Brenham, Texas, be, the same is hereby, annexed to the City of Brenham, Texas for all municipal purposes and the corporate boundaries and limits of the City of Brenham, Texas are hereby extended to embrace the said tract of land, which is more particularly described and attached hereto as Exhibit “A” and “C” and incorporated herein for all purposes.

Section 2. That the inhabitants, if any, of the property hereby annexed to the City of Brenham, Texas shall be entitled to all the rights and privileges of said citizens of the City of Brenham, Texas, and shall be bound by the acts, ordinances, codes, resolutions and regulations of the City of Brenham, Texas.

Section 3. That the Municipal Services Agreement which is attached hereto as Exhibit “B” is hereby approved and incorporated herein as part of this Ordinance for all purposes and is applicable to the areas annexed to the City as described herein.

Section 4. That the official map and boundaries of the City of Brenham, Texas, heretofore adopted and amended be and is hereby amended so as to include the aforementioned areas as part of the City of Brenham, Texas.

Section 5. That the City Secretary is hereby directed and authorized to perform or cause to be performed all acts necessary to amend the official map of the City of Brenham, Texas to add the territory hereby annexed as required by law.

Section 6. If any section, subsection, sentence, phrase, word, paragraph or provision of this Ordinance be found to be illegal, invalid or unconstitutional or if any portion of said property is incapable of being annexed by the City of Brenham, Texas, for any reason whatsoever, the adjudication shall not affect any other section, subsection, sentence, phrase, word, paragraph or provision of this Ordinance or the application of any other section, subsection, sentence, phrase, word, paragraph or provision of any other Ordinance of the City. The City Council declares that it would have adopted the valid portions and applications of this Ordinance and would have annexed the valid property without the invalid part, and as to this end the provisions of this Ordinance are declared to be severable.

Section 7. That this Ordinance shall become effective upon its passage.

Section 8. That the meetings at which this Ordinance was enacted were open to the public as required by the Texas Open Meetings Act, and that notice of the time, place, and subject matter of said meetings was given as required by the Texas Open Meetings Act.

PASSED and APPROVED on its first reading this the 7th day of May 2020.

PASSED and APPROVED on its second reading this the 21st day of May 2020.

Milton Y. Tate, Jr.
Mayor

ATTEST

Jeana Bellinger, TRMC, CMC
City Secretary

FIELD NOTES
52.428 ACRES

Being all that certain tract or parcel of land lying and being situated in the PHILLIP COE SURVEY, Abstract No. 31, Washington County, Texas and being part of the 61.00 acre tract described in the Correction Deed of Gift from E.L. Baker and wife, Mildred E. Baker to Eugene G. Baker and wife, Joyce E. Baker recorded in Volume 815, Page 93 of the Official Records of Washington County, Texas (O.R.W.C.), said tract being more particularly described by metes and bounds as follows:

BEGINNING: at a found 1/2-inch iron rod marking the south corner of this herein described tract, said iron rod also being the west corner of the called 10.677 acre "Reserve A" tract, VINTAGE FARMS SUBDIVISION, PHASE I according to the Final Plat recorded in Plat Cabinet File No. 694B, 695A, 695B and 696A, Plat Records of Washington County, Texas (P.R.W.C.) and being in the east line of the called 90.000 acre James S. Brown and Melanie Ida Brown tract recorded in Volume 373, Page 476 of the Washington County Deed Records (W.C.D.R.);

THENCE: along the fenced common line of the called 61.00 acre Baker tract and the called 90.000 acre Brown tract for the following three (3) calls:

- 1) N 14°24'25" W for a distance of 693.12 feet to a found 1/2-inch iron rod,
- 2) N 38°50'54" E for a distance of 1,147.30 feet to a found 1/2-inch iron rod, and
- 3) N 07°57'40" W for a distance of 291.64 feet to a found 1/2-inch iron rod;

THENCE: N 63°32'27" E along a wire fence and crossing the called 61.00 acre Baker tract for a distance of 26.10 feet to an 8-inch cedar fence post marking the north corner of this herein described tract and being in the south margin of an asphalt road commonly known as Dixie Road;

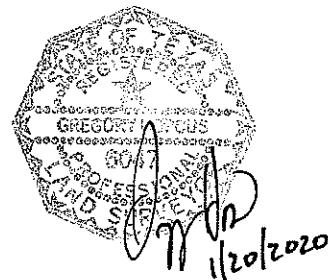
THENCE: along the fenced south and west margin of said Dixie Road for the following eighteen (18) calls:

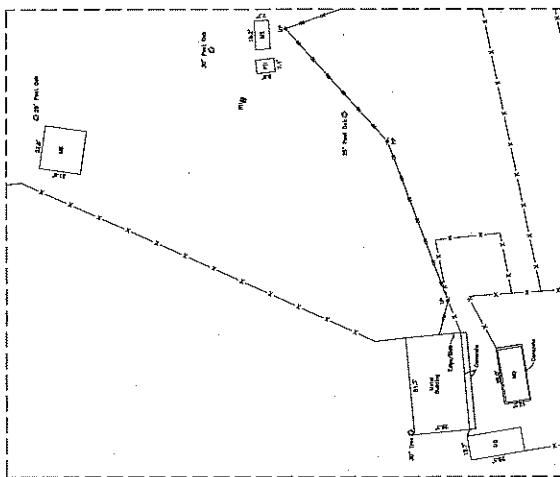
- 1) S 45°58'16" E for a distance of 66.09 feet to a fence post for angle,
- 2) S 52°52'15" E for a distance of 73.59 feet to a fence post for angle,
- 3) S 55°34'01" E for a distance of 83.21 feet to a fence post for angle,
- 4) S 60°23'27" E for a distance of 72.86 feet to a fence post for angle,
- 5) S 64°35'30" E for a distance of 94.00 feet to a fence post for angle,
- 6) S 73°06'35" E for a distance of 31.24 feet to a fence post for angle,
- 7) S 86°45'45" E for a distance of 40.96 feet to a fence post for angle,
- 8) N 77°58'27" E for a distance of 128.84 feet to a fence post for angle,
- 9) N 74°32'08" E for a distance of 58.61 feet to a fence post for angle,
- 10) N 77°01'25" E for a distance of 206.38 feet to a fence post for angle,
- 11) N 80°36'46" E for a distance of 149.28 feet to a fence post for angle,
- 12) S 42°11'50" E for a distance of 58.39 feet to a fence post for angle,
- 13) S 13°40'28" E for a distance of 274.56 feet to a fence post for angle,
- 14) S 13°35'24" E for a distance of 291.50 feet to a fence post for angle,
- 15) S 14°29'06" E for a distance of 297.22 feet to a fence post for angle,
- 16) S 14°33'21" E for a distance of 268.21 feet to a fence post for angle,
- 17) S 13°34'41" E for a distance of 146.93 feet to a 6-inch diameter treated fence post marking the east corner of this tract, and
- 18) S 74°51'50" W along the southeast line of the called 61.00 acre Baker tract for a distance of 40.46 feet to a 6-inch diameter treated fence post marking an angle point in the southeast line of this tract and being the northeast corner of said VINTAGE FARMS SUBDIVISION PHASE I;

THENCE: S 75°24'50" W along the fenced common line of the called 61.00 acre Baker tract and the said VINTAGE FARMS SUBDIVISION, PHASE I for a distance of 1,823.51 feet to the POINT OF BEGINNING and containing 52.428 acres of land, more or less.

I, Gregory Hopcus, Registered Professional Land Surveyor No. 6047, State of Texas, do hereby certify to the best of my knowledge, information and belief, and in my professional opinion, that this survey is true and correct and agrees with a survey made on the ground under my supervision on January 20, 2020.

See survey plat on Page 1 of 2
for additional information.





LEGEND

- 1. Survey lines, boundaries, and other features shown on this map are based on the field notes of the surveyor, and are not to be construed as a warranty of accuracy.
- 2. The survey was conducted in accordance with the rules and regulations of the State of Texas, and the surveyor is not responsible for any errors or omissions.
- 3. The survey was conducted in accordance with the rules and regulations of the State of Texas, and the surveyor is not responsible for any errors or omissions.
- 4. The survey was conducted in accordance with the rules and regulations of the State of Texas, and the surveyor is not responsible for any errors or omissions.
- 5. The survey was conducted in accordance with the rules and regulations of the State of Texas, and the surveyor is not responsible for any errors or omissions.
- 6. The survey was conducted in accordance with the rules and regulations of the State of Texas, and the surveyor is not responsible for any errors or omissions.
- 7. The survey was conducted in accordance with the rules and regulations of the State of Texas, and the surveyor is not responsible for any errors or omissions.



LAND TITLE SURVEY

52.428 ACRE TRACT
OUT OF THE CALLED 81.00 ACRE BAKER TRACT
RECORDED IN VOLUME 815, PAGE 95

PHILLIP C. ODE SURVEY, A-31
WASHINGTON COUNTY, TEXAS
JANUARY 20, 2020
SCALE 1" = 100'

Surveyor: Phillip C. Ode, State of Texas, No. 11111
Recorder: Washington County, Texas, Volume 815, Page 95
Date: January 20, 2020
Scale: 1" = 100'

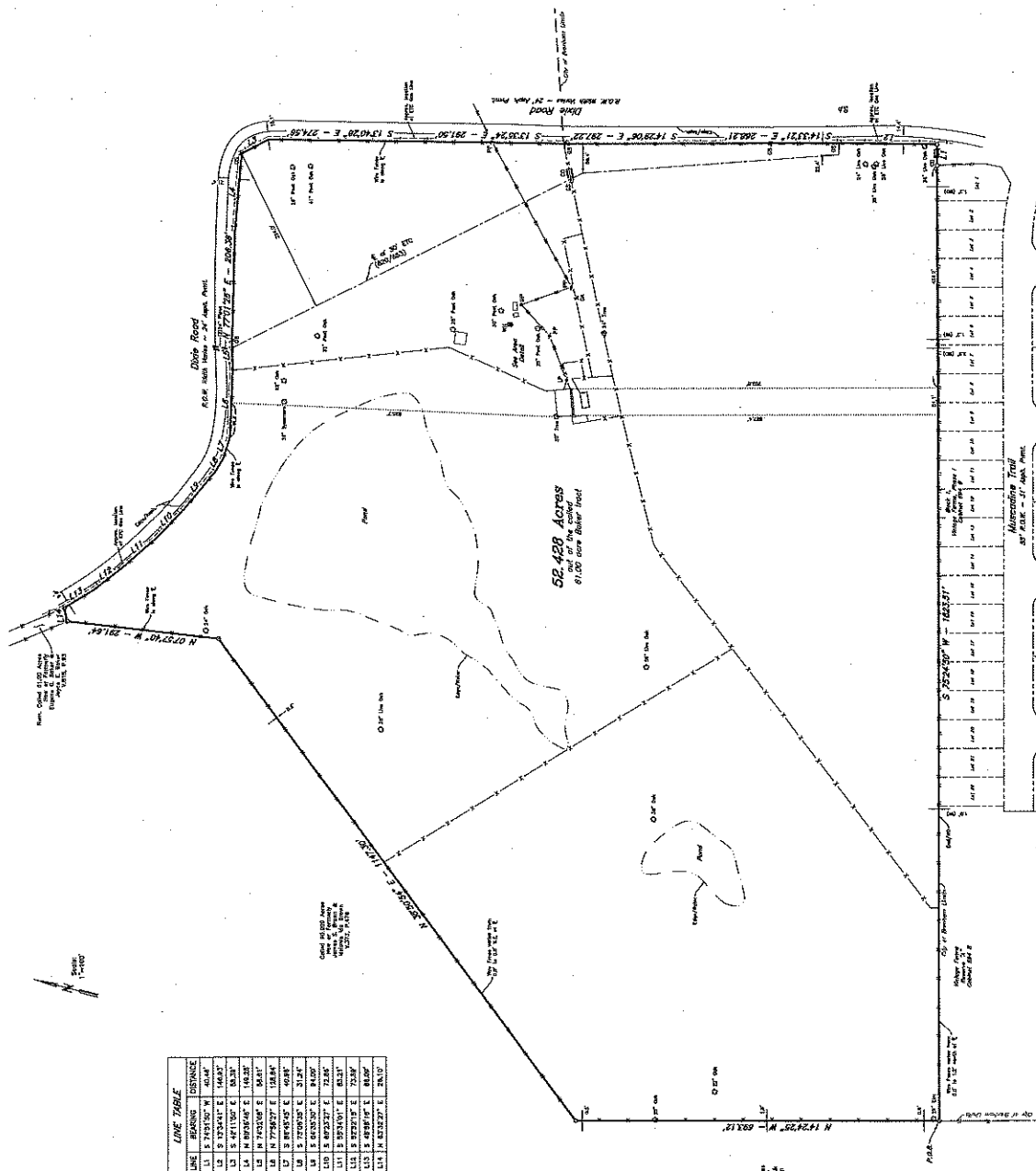


Exhibit "B"

MUNICIPAL SERVICES AGREEMENT BETWEEN THE CITY OF BRENHAM, TEXAS AND THE ESTATE OF JOYCE E. BAKER, SUSAN B. LOVE, EXECUTRIX

This Municipal Services Agreement ("Agreement") is entered into on the 19th day of March, 2020 by and between the City of Brenham, a Texas a home-rule municipality ("City") and Susan B. Love, Executrix (individually and collectively referred to herein as "Owner").

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement.

WHEREAS, Section 43.0671 et seq. of the LGC permits the City to annex an area if each owner of land in an area requests the annexation;

WHEREAS, where the City elects to annex such an area, the City is required to enter into a written agreement with the property owner that sets forth the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, Owner owns certain parcel(s) of land situated in Washington, Texas, which consists of approximately 52.428 acres of land in the City's extraterritorial jurisdiction, such property being more particularly described in Exhibit A attached hereto and incorporated herein for all purposes pertinent ("Property");

WHEREAS, Owner has filed a written request with the City for annexation of the Property;

WHEREAS, in accordance with Section 43.0672 of the LGC City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the annexation and execution of this Agreement are subject to approval by the Brenham City Council; and

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. **PROPERTY.** This Agreement is only applicable to the Property, which is the subject of the annexation.
2. **INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

3. MUNICIPAL SERVICES.

- a. Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, “providing services” includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with applicable city ordinances, rules, regulations, and policies.
 - i. Fire – The City’s Fire Department will provide emergency and fire protection services.
 - ii. Police – The City’s Police Department will provide protection and law enforcement services.
 - iii. Planning, Zoning, and Building – The City’s Development Services Department will provide planning, land development, land use, and building review and inspection services in accordance with all applicable laws, rules, and regulations.
 - iv. Publicly Owned Parks, Facilities, and Buildings
 1. Residents of the Property will be permitted to utilize all existing publicly-owned and available parks, facilities (including, community service facilities, libraries, swimming pools, etc.), and buildings throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation; provided, however, that the City will provide for maintenance and operation of the same upon acceptance of legal title thereto by the City and appropriations therefor.
 2. In the event the City acquires any other parks, facilities, or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same.
 - v. Drainage Utility System – The Property will be included in the City’s Drainage Utility System service area and will be assessed a monthly fee based on the amount of impervious area, in accordance with the provisions of the City’s ordinances governing the Drainage Utility System. The fees will cover the direct and indirect costs of Drainage Utility System services and operations.
 - vi. Streets – The City’s Public Works Department will maintain the public streets over which the City has jurisdiction. The City will provide regulatory signage services in accordance with the City policies and procedures and applicable laws.
 - vii. Natural Gas – The Property is located in the City’s natural gas utility service area. If a property owner desires to connect to the City natural gas system, then the owner may request a connection in accordance with the City’s natural gas utility connection and service policies, regulations and applicable law in effect at the time of connection. Once connected to the City’s natural gas utility system, the natural gas service will be provided by the City at rates established by City ordinances for such services.
 - viii. Water and Wastewater
 1. Existing, occupied homes that are using water well and validly-permitted and properly functioning on-site sewage facilities on the effective date of annexation may continue to use the same as long as the facilities remain validly-permitted and properly functioning. If a property owner desires to connect to the City water and/or sewer

system, then the owner may request a connection in accordance with the City's utility connection and service policies, regulations and applicable law in effect at the time of connection. Once connected to the City's water and sanitary sewer mains, the water and sanitary sewage service will be provided by the City at rates establish by City ordinances for such services.

2. New homes will be required to connect to the City's water and sewer system at the owner's expense and in accordance with the City's policies, regulations and applicable law in effect at the time of connection.
 - ix. Solid Waste Services – The City, or its contractor, will provide solid waste collection services in accordance with the City's ordinances, agreements and policies, except where prohibited by law.
 - x. Code Compliance – The City's Code Compliance Division will provide education, enforcement, and abatement relating to code violations within the Property.
 - b. It is acknowledged and agreed by the parties that the City is not required to provide a service that is not included in this Agreement.
 - c. Owner acknowledges that the City departments and divisions listed herein may change names or be re-organized by the City Manager. Any reference to a specific department or division also includes any subsequent City department or division that will provide the same or similar services.
5. **AUTHORITY.** City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges and agrees that approval of the annexation is within the sole jurisdiction of the Brenham City Council. Nothing in this Agreement guarantees favorable decisions by the Brenham City Council.
6. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by a court to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.
8. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them had the opportunity to be represented by legal counsel in the negotiation and drafting of this Agreement.
9. **GOVERNING LAW AND VENUE.** Exclusive venue shall be in the state courts located in Washington County, Texas or the United States District Court for the Western District of Texas, Austin Division and construed in conformity with the provisions of the laws of the State of Texas, including but not limited to Texas Local Government Code Chapter 43.
10. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

11. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.
12. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
13. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
14. **AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.
15. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties.
16. **EFFECTIVE DATE.** This Agreement shall only be effective and binding on the parties upon the effective date of the ordinance annexing the Property adopted by the Brenham City Council.

Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

CITY OF BRENHAM

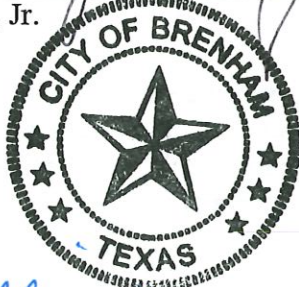
OWNER:

By: Milton Y. Tate, Jr.
Milton Y. Tate, Jr.
Mayor

By: Susan B. Love
Susan B. Love, Executrix
Estate of Joyce E. Baker

ATTEST:

Jean Bellinger
Jean Bellinger, TRMC, CMC
City Secretary

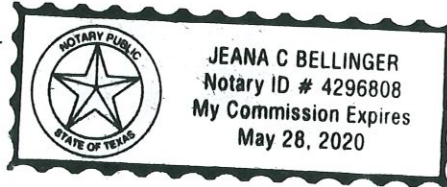


State of Texas §
County of Washington §

This instrument was acknowledged before me on the 19th day of March, 2020,
by Milton Y. Tate, Jr., Mayor of the City of Brenham, a Texas home-rule municipal corporation,
on behalf of said municipal corporation.

By: Jeana C. Bellinger

Notary Public, State of Texas



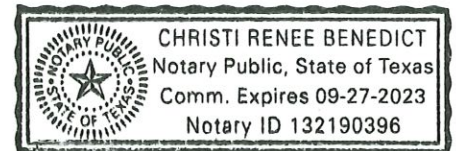
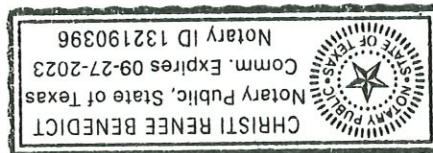
State of Texas §
County of Hillspie §

This instrument was acknowledged before me on the 17 day of March, 2020
by Susan B. Love, Executrix [Name of individual signing, title (if any)] on behalf of said Estate
of Joyce E. Baker [insert name of company or individual where applicable].

By: Christi Renee Benedict

Christi Renee Benedict

Notary Public, State of Texas



After Recording Return to:
City Secretary
City of Brenham
P.O. Box 1059
Brenham, Texas 77834-1059

FIELD NOTES
52.428 ACRES

Being all that certain tract or parcel of land lying and being situated in the PHILLIP COE SURVEY, Abstract No. 31, Washington County, Texas and being part of the 61.00 acre tract described in the Correction Deed of Gift from E.L. Baker and wife, Mildred E. Baker to Eugene G. Baker and wife, Joyce E. Baker recorded in Volume 815, Page 93 of the Official Records of Washington County, Texas (O.R.W.C.), said tract being more particularly described by metes and bounds as follows:

BEGINNING: at a found 1/2-inch iron rod marking the south corner of this herein described tract, said iron rod also being the west corner of the called 10.677 acre "Reserve A" tract, VINTAGE FARMS SUBDIVISION, PHASE I according to the Final Plat recorded in Plat Cabinet File No. 694B, 695A, 695B and 696A, Plat Records of Washington County, Texas (P.R.W.C.) and being in the east line of the called 90.000 acre James S. Brown and Melanie Ida Brown tract recorded in Volume 373, Page 476 of the Washington County Deed Records (W.C.D.R.);

THENCE: along the fenced common line of the called 61.00 acre Baker tract and the called 90.000 acre Brown tract for the following three (3) calls:

- 1) N 14°24'25" W for a distance of 693.12 feet to a found 1/2-inch iron rod,
- 2) N 38°50'54" E for a distance of 1,147.30 feet to a found 1/2-inch iron rod, and
- 3) N 07°57'40" W for a distance of 291.64 feet to a found 1/2-inch iron rod;

THENCE: N 63°32'27" E along a wire fence and crossing the called 61.00 acre Baker tract for a distance of 26.10 feet to an 8-inch cedar fence post marking the north corner of this herein described tract and being in the south margin of an asphalt road commonly known as Dixie Road;

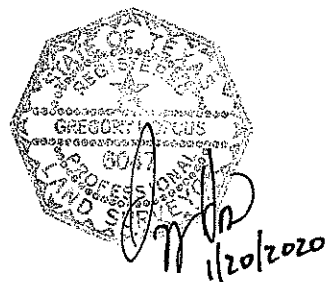
THENCE: along the fenced south and west margin of said Dixie Road for the following eighteen (18) calls:

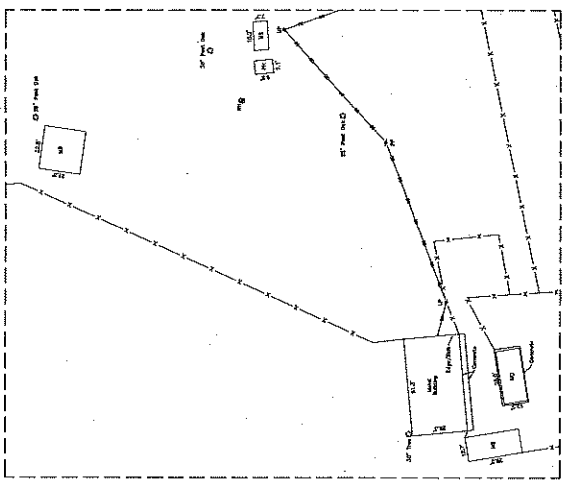
- 1) S 45°58'16" E for a distance of 66.09 feet to a fence post for angle,
- 2) S 52°52'15" E for a distance of 73.59 feet to a fence post for angle,
- 3) S 55°34'01" E for a distance of 83.21 feet to a fence post for angle,
- 4) S 60°23'27" E for a distance of 72.86 feet to a fence post for angle,
- 5) S 64°35'30" E for a distance of 94.00 feet to a fence post for angle,
- 6) S 73°06'35" E for a distance of 31.24 feet to a fence post for angle,
- 7) S 86°45'45" E for a distance of 40.96 feet to a fence post for angle,
- 8) N 77°58'27" E for a distance of 128.84 feet to a fence post for angle,
- 9) N 74°32'08" E for a distance of 58.61 feet to a fence post for angle,
- 10) N 77°01'25" E for a distance of 206.38 feet to a fence post for angle,
- 11) N 80°36'46" E for a distance of 149.28 feet to a fence post for angle,
- 12) S 42°11'50" E for a distance of 58.39 feet to a fence post for angle,
- 13) S 13°40'28" E for a distance of 274.56 feet to a fence post for angle,
- 14) S 13°35'24" E for a distance of 291.50 feet to a fence post for angle,
- 15) S 14°29'06" E for a distance of 297.22 feet to a fence post for angle,
- 16) S 14°33'21" E for a distance of 268.21 feet to a fence post for angle,
- 17) S 13°34'41" E for a distance of 146.93 feet to a 6-inch diameter treated fence post marking the east corner of this tract, and
- 18) S 74°51'50" W along the southeast line of the called 61.00 acre Baker tract for a distance of 40.46 feet to a 6-inch diameter treated fence post marking an angle point in the southeast line of this tract and being the northeast corner of said VINTAGE FARMS SUBDIVISION PHASE I;

THENCE: S 75°24'50" W along the fenced common line of the called 61.00 acre Baker tract and the said VINTAGE FARMS SUBDIVISION, PHASE I for a distance of 1,823.51 feet to the POINT OF BEGINNING and containing 52.428 acres of land, more or less.

I, Gregory Hopcus, Registered Professional Land Surveyor No. 6047, State of Texas, do hereby certify to the best of my knowledge, information and belief, and in my professional opinion, that this survey is true and correct and agrees with a survey made on the ground under my supervision on January 20, 2020.

See survey plat on Page 1 of 2
for additional information.





LEGEND

- 1. Survey Lines
- 2. Survey Points
- 3. Survey Area
- 4. Survey Boundary
- 5. Survey Area
- 6. Survey Boundary
- 7. Survey Area
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- 100. Survey Boundary



LAND TITLE SURVEY

52.428 ACRE TRACT

OUT OF THE CALLED 61.00 ACRE BAKER TRACT

RECORDED IN VOLUME 815, PAGE 93

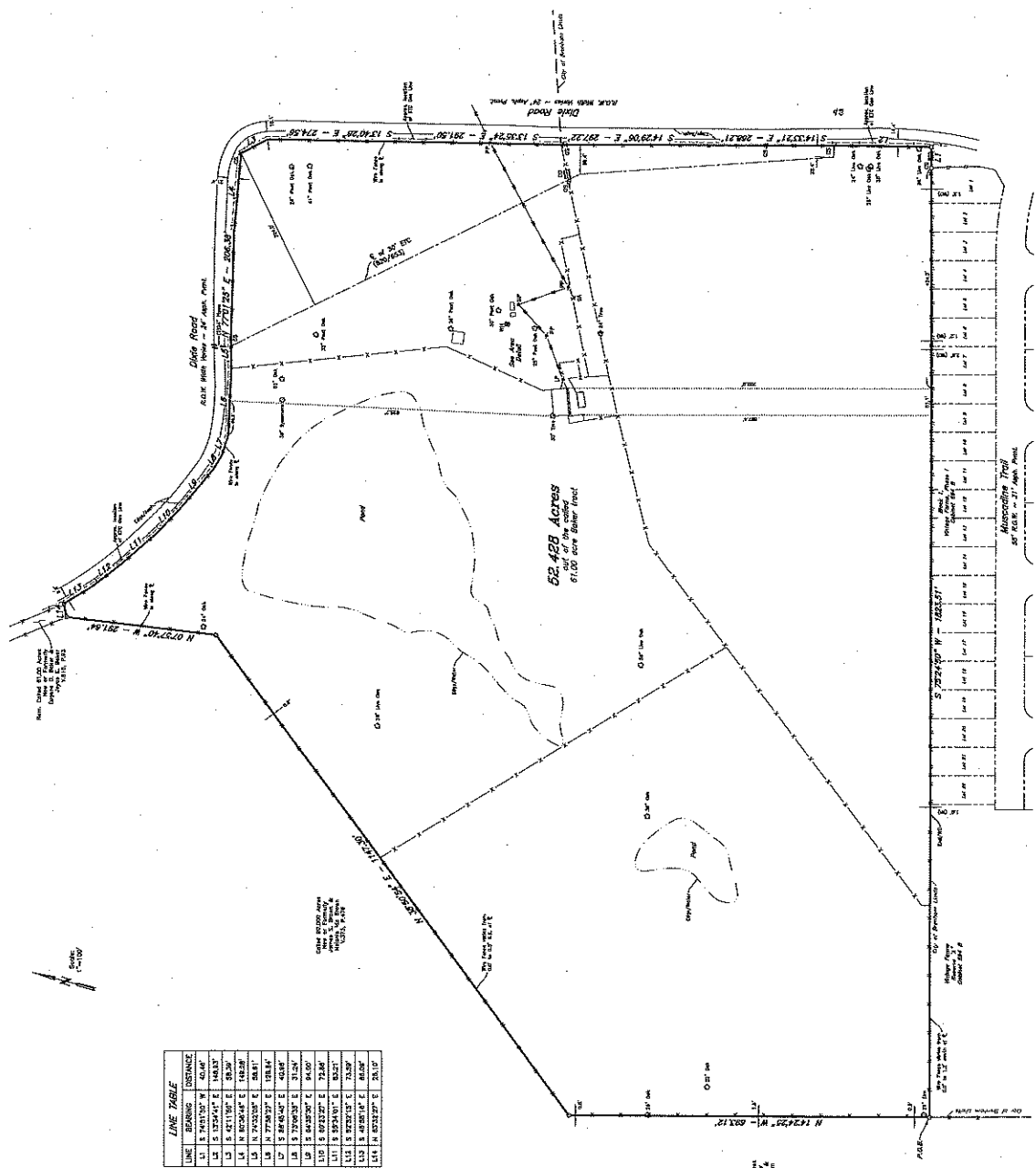
PHILLIP C. BAKER, A-31

WASHINGTON COUNTY, TEXAS

JANUARY 20, 2020

SCALE 1" = 100'

Surveyor's Seal: Phillip C. Baker, Surveyor No. 107, State of Texas, Commission Expires 12/31/2020



LINE TABLE

LINE	BEARING	DISTANCE
1	S 74°15'00" E	64.45'
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100	S 74°15'00" E	64.45'



52.428 Acres
Phillip Coe Survey, A-0031
Tract 7

1 inch = 400 feet





AGENDA ITEM 7

DATE OF MEETING: May 21, 2020	DATE SUBMITTED: May 15, 2020															
DEPT. OF ORIGIN: Development Services	SUBMITTED BY: Stephanie Doland															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☒ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☐ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☒ 2ND READING</td> </tr> <tr> <td>☐ EXECUTIVE SESSION</td> <td>☒ REGULAR</td> <td>☐ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	☐ SPECIAL	☐ CONSENT	☒ 2 ND READING	☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION		☐ WORK SESSION	
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☒ 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 Ordinance No. O-20-013 on Its Second Reading Amending the Official Zoning Map of the City of Brenham, to Assign a Zoning Classification of a Planned Development District (PDD) on Approximately 52.428 Acres of Land Located South and West of Dixie Road, Being Further Described as Tract 7 of the Phillip Coe Survey, A-31, in Brenham, Washington County, Texas (Case Number P-20-012)																
SUMMARY STATEMENT: The subject property is an approximate 52.428-acre tract of vacant land located north of the existing Vintage Farms Subdivision. The property is currently located in the Brenham Extraterritorial Jurisdiction (ETJ) and has been requested by the property owners to be annexed into the City of Brenham. Upon annexation of the subject property the owners are requesting the tract be assigned the zoning district of Planned Development District (PDD) for the development of a single-family home subdivision known as The Lakes at Vintage Farms. A small and separate portion of the subject tract is planned to be developed with patio homes and is referred to as The Cove at Vintage Farms. Please see the concept plan included in the attached Ordinance. During the public hearing portion of the first reading of the proposed annexation and zoning requests Council expressed concerns about the traffic generated by the proposed subdivision, specifically along Dixie Lane. Attached please find a memorandum from the project engineer, Jeff Robertson at McClure and Browne Engineering/Surveying, Inc. which details the traffic analysis for both the existing and proposed phases of Vintage Farms. Staff finds that the existing and proposed public rights-of-way are capable of handling traffic generated by the proposed subdivision. Vintage Farms Way was constructed with Phase 1 of the subdivision and is designed to accommodate the majority of Vintage Farms residents. For this reason, the construction of Vintage Farms Way included protected turn lanes at the SH 36 crossing. Please review the attached memo for existing road and intersection conditions. On Monday, April 27, 2020, after conducting a Public Hearing, the Planning and Zoning Commission voted unanimously to recommend approval of the rezoning request as presented, contingent on City Council's approval of the annexation. On Tuesday, May 7, 2020 following a public hearing, Council unanimously voted to approve the proposed annexation and requested PDD zoning.																

STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: The proposed rezoning request would be in keeping with Plan 2040 and the Future Land Use Map which recommends single-family residential at this location. B. CONS: No cons are foreseen at this time.
ALTERNATIVES (In Suggested Order of Staff Preference): 1. Approve the requested zoning change (contingent on approval of annexation of the subject property) as recommended by the Planning and Zoning Commission; 2. Deny the requested zoning change.
ATTACHMENTS: (1) Ordinance No. O-20-013; (2) Traffic Memorandum by McClure & Browne Engineering/Surveying, Inc. ; (3) Staff Report; and (4) Letters from Washington County Citizens
FUNDING SOURCE (Where Applicable): N/A
RECOMMENDED ACTION: Approve Ordinance No. O-20-013 on its second reading amending the Official Zoning Map of the City of Brenham, to Assign a Zoning Classification of a Planned Development District (PDD) on approximately 52.428 acres of land located South and West of Dixie Road, being further described as Tract 7 of the Phillip Coe Survey, A-31, in Brenham, Washington County, Texas (Case Number P-20-012)
APPROVALS: James Fisher

ORDINANCE NO. O-20-013

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS, AMENDING APPENDIX A - "ZONING" OF THE CODE OF ORDINANCES, AND THE OFFICIAL ZONING MAP OF THE CITY OF BRENHAM, TO ASSIGN A ZONING CLASSIFICATION OF PLANNED DEVELOPMENT DISTRICT (PDD) ON APPROXIMATELY 52.428 ACRES OF LAND LOCATED SOUTH AND WEST OF DIXIE ROAD, BEING FURTHER DESCRIBED AS TRACT 7 OF THE PHILLIP COE SURVEY, A-31, IN BRENHAM, WASHINGTON COUNTY, TEXAS.

WHEREAS, the owners of the 52.428 acres of land generally located south and west of Dixie Road, being further described as Tract 7 of the Phillip Coe Survey, A-31, in Brenham, Washington County, Texas, (the "Property"), have requested that the Property be annexed into the City of Brenham and assigned zoning; and

WHEREAS, the owners have presented an application to the City for a Planned Development District to allow the construction of a single-family residential development; and

WHEREAS, at least ten (10) days after publication in the official newspaper of the City of the time and place of the public hearing and at least ten (10) days written notice of that hearing to the owners of the land within two hundred feet (200') of the Property in the manner required by law, the Planning & Zoning Commission held a public hearing on the proposal to rezone the Property to a Planned Development District; and

WHEREAS, the Planning & Zoning Commission recommended on April 27, 2020 that City Council grant such request to assign the Property as Planned Development District upon annexation into the City of Brenham city limits; and

WHEREAS, the City Council deems it appropriate to grant such proposed zoning district classification of the Property;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS THAT APPENDIX A – "ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS, AND THE OFFICIAL ZONING MAP BE AMENDED AS FOLLOWS:

That Appendix A - "Zoning" of the Code of Ordinances of the City of Brenham, Texas, and the Official Zoning Map of the City of Brenham are hereby amended by assigning the zoning district classification of Planned Development District (PDD) on approximately 52.428 acres of land generally located south and west of Dixie Road, being further described as Tract 7 of the Phillip Coe Survey, A-31, in Brenham, Washington County, Texas, said area of land being further described and depicted in Exhibits "A" and "B" attached hereto and incorporated herein for all purposes.

SECTION I.

PURPOSE AND INTENT. The Lakes at Vintage Farms Planned Development District (“The Lakes PD”) is intended to guide land use and physical development of the subject property. This development plan is enacted as a means to provide the City of Brenham and the Developer with alternative standards set forth by the City for their mutual benefit. The Lakes PD is intended to add this approximately 52.428 acre tract of land to the existing Vintage Farms Subdivision (“Vintage Farms”) development by incorporating the existing design and feel of Vintage Farms while providing new elements which will differentiate The Lakes at Vintage Farms as unique. Additionally, The Lakes PD looks to improve property utilization by facilitating the highest and best uses, provide quality cost-efficient housing, strengthen the area economy, and enhance the general welfare of the surrounding community. The Lakes PD reflects the goals of the City’s adopted Comprehensive Plan - Historic Past, Bold Future: Plan 2040 which establishes recommendations for developing quality neighborhood design. To this end, The Lakes at Vintage Farms shall include public amenities such as, but not limited to, sidewalks, landscaping, and parkland which exceed City of Brenham subdivision standards and are intended to provide a valuable product for the Brenham community. The Lakes PD shall allow only single-family residential uses on approximately 52.428 acres of land out of the Phillip Coe Survey, being generally west of Dixie Road and State Highway 36 (Concept Plan - Exhibit A).

SECTION II.

LAND USE AND PHYSICAL DEVELOPMENT. The Lakes at Vintage Farms by Stylecraft Builders will be managed and maintained by the existing Vintage Farms Homeowners Association (“HOA”) but shall be subject to a separate Declaration of Covenants, Conditions and Restrictions from the current Declaration pertaining to Vintage Farms. Nothing herein shall modify or amend the existing ordinances or Declaration applicable to Vintage Farms.

- A. No floor plan shall be repeated on the lot directly across the street, diagonally across the street, or within two (2) lots on either side of the subject lot.
- B. Minimum square footage of each home shall be 1,200 square feet exclusive of garages, porches, patios and areas of the home that are not conditioned space (heat/AC). This square footage minimum matches the existing restrictions in Vintage Farms.
- C. Each single-family dwelling shall include, at a minimum, a two-car private, enclosed garage.
- D. Each home in Planning Area 1 (Exhibit A) shall have a minimum of 60% masonry on its front face exclusive of windows, doors, eaves, gables, trim work, walls above roof lines, and entryways/porches/patios.
- E. Each home in Planning Area 2 (Exhibit A) shall have a minimum of 20% masonry on its front face exclusive of windows, doors, eaves, gables, trim work, walls above roof lines, and entryways/porches/patios.
- F. The required minimum right-of-way shall be a 55-foot wide publicly dedicated right-of-way with 30-foot wide pavement, measured back-of-curb to back-of-curb.

- G. A minimum of 4,500 linear feet of five foot (5') wide concrete sidewalks and concrete trails shall be constructed within the residential area, and a minimum of 2,800 linear feet of eight foot (8') wide concrete sidewalks shall be constructed in the greenspace/common areas. The Developer shall provide:
- a. Minimum of 4,500 linear feet of five foot (5') wide concrete sidewalks on one side of the streets, which shall correspond with the same look and feel of the design and layout of Vintage Farms.
 - b. Minimum of 2,800 linear feet of eight foot (8') wide concrete trails within the greenspace around the lakes and common areas throughout the development to be consistent with the trail system of Vintage Farms. The final location of the trail system may differ from what is shown on Exhibit A because the exact location and design shall be determined by the topography and location of preserved trees.
 - c. Pedestrian connectivity to the existing phase of Vintage Farms sidewalks and trails, as shown on Exhibit A.
 - d. Five (5) pedestrian access points connecting the greenspace trails to the neighborhood sidewalk system.
- H. Landscape/Fencing
- a. Perimeter fencing shall be installed along Dixie Road, and shall be stained, capped and trimmed wooden privacy fence with steel posts to match the existing perimeter fence in Vintage Farms, Phase 1. This fencing will be maintained by the HOA.
 - b. Ten (10) masonry columns shall be installed in the perimeter fencing installed along Dixie Road, and shall be maintained by the HOA.
 - c. Each lot shall be landscaped and irrigated, at a minimum, with full sod in the front yard.
 - d. Single-family residential lots shall have at least one (1) two inch (2") or larger caliper (measured six inches (6") above the tree base) canopy or shade tree or two (2) non-canopy ornamental trees, as well as a minimum of five (5) one-gallon shrubs, planted in the front yard of the residence prior to the Certificate of Occupancy being issued by the City.
 - e. Community Trees - Prior to the first Certificate of Occupancy being issued by the City for each phase of the development, community trees shall be planted throughout the development at a ratio of at least one-half (1/2) of the total number of lots in each phase as reflected on the final plat. Required trees shall be planted in common areas, greenspace, along trails and sidewalks and other areas viewable to the public. Fifty percent (50%) of the required trees shall be canopy trees measuring at least six feet (6') tall and two inches (2") in caliper when measured six inches (6") from the ground.
 - f. Preservation of trees – In accordance with Appendix A - Zoning, Part II, Division 1, Section 12.05 (3) of the City of Brenham Code of Ordinances, developer shall receive credit for each existing tree that is preserved towards the number of community trees that are required by Section II (I)(f) herein above.

I. Greenspace

- a. Developer shall reserve a minimum of fifteen (15) acres of greenspace and common area for neighborhood use, including four (4) acres of lakes, all of which shall be maintained by the HOA.
- b. Developer shall install signage around the lakes with posted rules and warnings regarding usage and safety. This signage shall be maintained and updated by the HOA.
- c. Developer shall provide at minimum a 400 square foot pavilion in the greenspace/park area with the location and size to be determined based on topography, location of preserved trees, and final design of trail system. Pavilion and associated landscaping shall be maintained by the HOA.

SECTION III.

DEVELOPMENT OF LAND. The development of land within The Lakes at Vintage Farms includes two different single-family dwelling products. Dwellings located in Planning Area 1 (Exhibit A) shall comply with the development standards applicable to properties in a Single-Family Residential (R-1) zoning district, and dwellings located in Planning Area 2 (Exhibit A) shall comply with the development standards applicable to properties in a Mixed Residential (R-2) zoning district, except as follows:

A. Planning Area 1 - The Lakes at Vintage Farms – Single-Family Residential Detached Homes

- a. 100% of the lots shall be a minimum of 6,600 square feet
- b. 35% of the lots shall be a minimum of 7,000 square feet
- c. Minimum lot width shall be 55 feet except for radial lots which shall be a minimum 50 feet measured at the front setback.
- d. Minimum lot depth shall be 120 feet (determined by the average of the two side lot lines) except for radial lots which shall have an average minimum lot depth of 110 feet.
- e. Front yards shall be setback a minimum of 25 feet as per current City development requirements.
- f. Side yards shall be setback a minimum of 7.5 feet unless adjacent to a side street in which case the minimum shall be 15 feet.
- g. Rear yards shall be setback a minimum of 20 feet

B. Planning Area 2 - The Cove at Vintage Farms – Patio Homes

- a. 100% of the lots shall be a minimum of 4,400 square feet
- b. 30% of the lots shall be a minimum of 5,700 square feet
- c. Minimum lot width shall be 40 feet
- d. Minimum lot depth shall be 120 feet (determined by the average of the two side lot lines). Three lots shall be permitted to have a minimum lot depth of 100 feet, as established in current City development requirements.
- e. Front yards shall be setback a minimum of 20 feet

- f. Side yards shall be setback a minimum of 5 feet unless adjacent to a side street in which case the minimum shall be 15 feet. Distances between adjacent patio homes shall not be less than 10 feet. Lots adjacent to common areas shall maintain the 5-foot side setback.
- g. Rear yards shall be setback a minimum of 15 feet

SECTION IV.

SUBDIVISION OF LAND. The subdivision of land within the Liberty Village PD shall be in accordance with subdivision standards for properties in a Residential (R-1) zoning district with the following exceptions or additions to ordinary standards:

- A. Front yards shall have a minimum depth of 25 feet as per current city ordinance.
- B. Side yards shall have a minimum depth of 7.5 feet unless adjacent to a side street in which case the minimum side yard shall be 15 feet.
- C. Rear yards shall have a minimum depth of 20 feet.
- D. The average lot depth shall not be less than 115 feet as per current city ordinance.
- E. The minimum lot width shall be 55 feet.
- F. The minimum lot area shall be 6,325 square feet.
- G. At least 40% of all platted lots within the development shall be a minimum of 7,000 square feet or greater.
- H. At least 60% of all platted lots within the development shall be a minimum of 6,600 square feet or greater.
- I. The minimum right-of-way standards shall be a 50 feet wide dedicated right-of-way with 30-foot wide pavement, measured from back-of-curb to back-of-curb.
- J. Three (3) pedestrian peninsulas as shown on Planning Area Exhibit 2 shall be provided as traffic calming measures to break up longer than average block lengths. Pedestrian crossings shall be provided at the pedestrian peninsula locations.

SECTION V.

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

SECTION VI.

This Ordinance shall in no manner amend, change, supplement or revise any portion of any ordinance of the City, save and except the change in zoning classification for the Property provided herein subject to the regulations, restrictions, terms and conditions of the Planned Development District provided for herein.

PASSED and APPROVED on its first reading this the 7th day of May 2020.

PASSED and APPROVED on its first reading this the 21st day of May 2020.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

EXHIBIT A



8





May 12, 2020

City of Brenham
200 W. Vulcan Street
Brenham, Tx 77833

The proposed 50 acre annexation located near the intersection of Dixie Road and Hwy 36 on the west side of Brenham is intended to be an extension of the Vintage Farms Subdivision and will be named The Lakes at Vintage Farms and The Cove at Vintage Farms. The roadway network in the proposed annexation will help promote interconnection between the two properties. The attached Exhibit A shows a schematic drawing of the existing and proposed streets in the development and surrounding areas.

Intersection A on Exhibit A is the proposed access for The Cove. It will be a cul-de-sac street with approximately 15 lots and will not connect to the other streets in the neighborhood. For this reason, the anticipated trip rate is low.

Intersection B will be aligned on Dixie Road at the current Confederate Way intersection. Aligning these 2 roadways onto Dixie Road will help reduce potential conflicts in turning movements at the intersection. Additionally, this intersection was placed as far north as possible on Dixie Road to make it less attractive for residents in new subdivision to utilize Dixie Road. It is the intent to encourage traffic to utilize Vintage Farms Way as much as possible.

Intersection C is the existing Muscadine Way intersection on Dixie Road. No changes are anticipated for this intersection.

Intersection D is the existing Vintage Farms Way intersection with State Highway 36. Vintage Farms Way is part of a minor arterial shown on the City of Brenham's 2014 thoroughfare plan. See Exhibit B. This roadway will be extended in the future across Hwy 36 and eventually to Blue Bell Loop at the intersection of Autumn Rain Drive in the Woodbridge neighborhood. Once extended across Hwy 36, full left turns will be allowed at the intersection. This will further increase the amount of traffic entering and exiting the Vintage Farms development at Vintage Farms Way and reduce the traffic on Dixie Road. In the interim, before the roadway is extended, we believe that Vintage Farms Way is the most desirable intersection for traffic to enter and exit the subdivision. This intersection provides the more site distance and is located closer to the Hwy 36/US 290 interchange than Dixie Road.

Bleyl Engineering prepared a site distance study of the Vintage Farms Way and Hwy 36 intersection as a part of Phase 1 of the development. A copy of this study can be provided upon request. The current configuration of the intersection was designed based on this report. The intersection currently allows left turns into the subdivision, but does not allow left turns out of the subdivision. This is anticipated to be a full intersection allowing all movements upon extension of the thoroughfare to the other side of Hwy 36.

Intersection E is the existing Vineyard Pass intersection on Hwy 36. No changes are anticipated for this intersection.



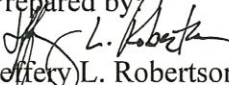
McCLURE & BROWNE ENGINEERING/SURVEYING, INC.

1008 Woodcreek Dr., Suite 103 · College Station, Tx. 77845 · (979) 693-3838

Engineer Reg. No. F-458
Survey Reg. No. 101033-00

The chart shown on Exhibit A is the anticipated traffic counts during the peak afternoon hour upon full development of the project. The trip rates were produced using the International Traffic Engineers (ITE) Trip Generation manual for residential developments. The distribution of the trips to the intersections was based on engineering judgment. An afternoon peak rate for single family residential property is listed as 1.01 trips/hour for each lot. The Vintage Farm Way has the highest peak hour trip rate at 291.

Photos of each of the existing and anticipated intersections are shown in Exhibit C.

Prepared by:

Jeffery L. Robertson, P.E.
Principal





TRAFFIC DISTRIBUTION MAP

Anticipated Traffic Loads	
Intersection	Peak Hour Trips
A	15
B	69
C	41
D	291
E	18

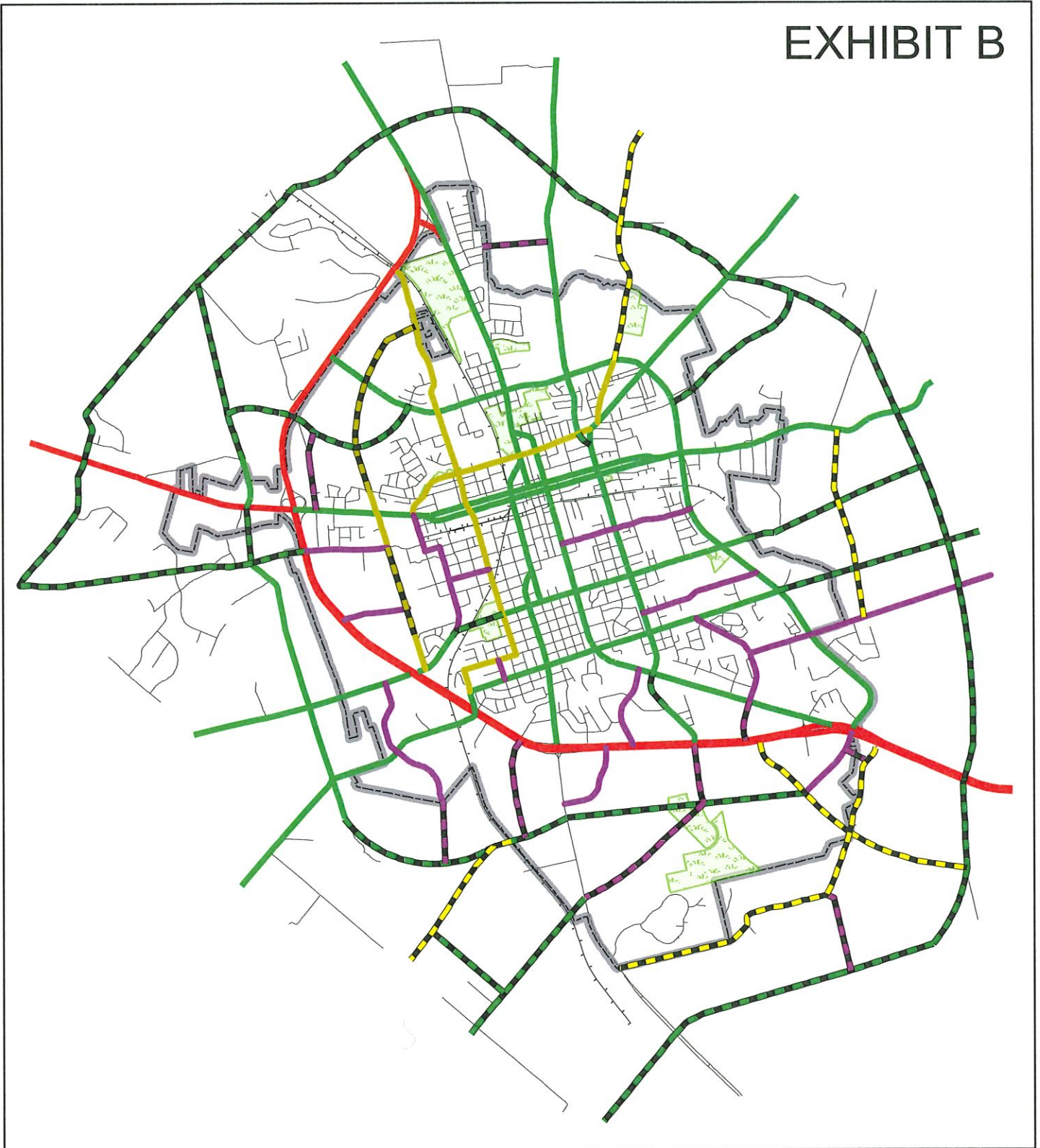
VINTAGE FARMS SUBDIVISION
BRENNHAM, WASHINGTON COUNTY, TEXAS



MACCLURE & BROWN ENGINEERING/SURVEYING, INC.
1008 Woodmont Drive, Suite 101, College Station, TX 77845
(979) 683-3838 Fax: (979) 683-2554
Perm. Exp. No. F-468

Sheet 10A02

EXHIBIT B



Legend

1 inch = 4,583 feet



- | | |
|--------------------------|-----------------|
| Network Extension | Minor Collector |
| Minor Collector Proposed | Major Collector |
| Minor Arterial Proposed | Minor Arterial |
| Major Collector Proposed | Freeway |

EXHIBIT C



A1 – Driveway just south of Dixie Rd @ Horizon Lane - facing east



B1 – Just south of Dixie Rd @ Confederate Lane – facing north along Dixie



B2– Just south of Dixie Rd @ Confederate Lane – standing on Dixie Rd facing east with Confederate running along left side of picture



B3 – Dixie Rd @ Confederate Lane – looking east down Confederate



B4 – Just north of Dixie Rd @ Confederate Lane – standing on Dixie Rd looking south



C1 – Dixie Rd @ Muscadine Trail – standing on Muscadine facing east.



C2 – Dixie Rd @ Muscadine Trail – standing on Dixie facing south.



C3 – Dixie Rd @ Muscadine Trail – standing on Dixie facing north.



D1 – SH 36 @ Vintage Farms Way – southbound along SH-36



D2 – SH 36 @ Vintage Farms Way - southbound along SH-36 – right turning lane



D3 – SH 36 @ Vintage Farms Way – Standing on Vintage Farms, facing west, opposite of SH-36



D4 – SH 36 @ Vintage Farms Way - Standing on Vintage Farms, facing east, towards SH-36



D5 – SH 36 @ Vintage Farms Way – Standing on Vintage Farms entrance monument – facing north



D6 – SH 36 @ Vintage Farms Way - Standing on Vintage Farms entrance monument – facing south



E1- SH 36 @ Vineyard Pass – southbound along SH-36



E2- SH 36 @ Vineyard Pass – standing on Vineyard Pass- looking north



E3- SH 36 @ Vineyard Pass – standing on Vineyard Pass- looking south



CASE NUMBER P-20-012
ZONE CHANGE REQUEST – Establishing a Planned Development District on
52.428 acres of land south and west of Dixie Road

STAFF CONTACT:	Stephanie Doland, Director of Development Services
OWNERS:	Susan B. Love, Executrix of the Joyce Baker Estate
APPLICANT:	Rainer & Son Development Company (Stylecraft Builders)
ADDRESS/LOCATION:	South and west of Dixie Road (Exhibit A).
LEGAL DESCRIPTION:	Tract 7 of the Phillip Coe Survey, A-31
LOT AREA:	Approximately 52.428 acres of land
ZONING DISTRICT/USE:	Not currently zoned as property is in the ETJ / Vacant undeveloped land (Exhibit B)
FUTURE LAND USE:	Single-Family Residential
REQUEST:	A request to assign a zoning classification of Planned Development District (PD) for the development of a single-family home subdivision (Exhibit C).

BACKGROUND:

The subject property is located generally south and west of Dixie Road and north of Muscadine Trail. The property is currently vacant land and is not assigned a zoning distinction because it is located in the City of Brenham ETJ. The applicant, Stephen Grove of Stylecraft Builders on behalf of Rainer & Son Development Company is requesting the subject 52.428 acres be annexed into the City of Brenham and assigned Planned Development District zoning for the development of a single-family home subdivision. The subject tract is north of the existing Vintage Farms Subdivision which is currently under construction by Stylecraft Builders. Stylecraft intends to connect the existing subdivision to the subject tract and identify an additional phase of development known as The Lakes at Vintage Farms.

PROPOSED PLANNED DEVELOPMENT (PD) DISTRICT “The Lakes PD”

The applicants are requesting zoning of the property to PD district upon its annexation into the City of Brenham. To establish alternative standards to the City’s typical zoning and subdivision development standards. The proposed PD establishes the underlying base zoning district as the Residential (R-1) district for the construction of single-family dwellings and as Mixed Residential District (R-2) for construction of a small section of Patio Homes. The applicants are proposing the following development standards. The complete PD proposal and exhibits are enclosed (Exhibit D).

Subdivision Features and Characteristics:

- 4,500 linear foot of five foot (5') wide sidewalk and concrete trails shall be constructed within the residential area and a minimum of 2,800 linear feet of eight foot (8') wide sidewalks to be constructed in the greenspace/common areas
- Masonry column fencing along Dixie Road
- A (1) canopy tree or two (2) ornamental trees in the front yard of all single-family residential lots
- Community trees planted at a ratio of one-half (1/2) the number of lots in each phase reflected on the plat
- Credit for trees preserved during development
- Passive park consisting of one 400 square foot pavilion, fifteen (15) acres of greenspace and four (4) acres of lakes

Subdivision of Land:

- Planning Area 1 – The Lakes (Traditional Single-Family homes)
 - 60% masonry on front façade
 - 100% of the lots shall be minimum 6,600 square feet
 - 35% of the lots shall be minimum 7,000 square feet
 - 55-foot minimum lot width
 - 120-foot minimum lot depth
 - 25-foot front setback
 - 7.5-foot side setback
 - 20-foot rear setback
- Planning Area 2 – The Cove (Patio Homes)
 - 20% masonry on front façade
 - 100% of the lots shall be minimum of 4,400 square feet
 - 30% of the lots shall be minimum of 5,700 square feet
 - 40-foot minimum lot width
 - 120-foot minimum lot depth (with 3 lots shall be minimum of 100 feet deep (per City Ordinance))
 - 20-foot front setback
 - 5-foot side setback
 - 15-foot rear setback

RELATION TO THE BRENHAM COMPREHENSIVE PLAN, PLAN 2040: HISTORIC PAST, BOLD FUTURE

Plan 2040 was adopted as the City of Brenham Comprehensive Plan on September 19, 2019 and serves as the City's guiding document in determining zoning and land uses decisions. Adopted with the Comprehensive Plan is the Future Land Use Plan and the establishment of use-specific land use policies, general city-wide land use policies, and standards which produce a quality neighborhood design. Staff finds the following excerpt from Plan 2040 (page 37-38) is relevant for consideration of this request:

Typical features of a quality neighborhood design include:

- Some focal point, whether a park or central green, school, community center, place of worship, or small-scale commercial activity, that enlivens the neighborhood and provides a gathering place.
- Equal importance of pedestrian and vehicular circulation. Street design accommodates, but also calms, necessary automobile traffic. Sidewalks along or away from streets, and/or a network of off-street trails, provide for pedestrian and bicycle circulation (especially for school children) and promote interconnectivity of adjacent neighborhoods.
- A variety of compatible dwelling types to address a range of needs among potential residents (based on age, income level, household size, etc.).

- An effective street layout that provides multiple paths to external destinations (and critical access for emergency vehicles) while also discouraging non-local or cut-through traffic.
- Appealing streetscapes, whether achieved through street trees or other design elements, which “soften” an otherwise intensive atmosphere and draw residents to enjoy common areas of their neighborhood. This should include landscape designs consistent with local climate and vegetation.
- Compatibility of fringe or adjacent uses, or measures to buffer the neighborhood from incompatible development.
- Evident definition of the neighborhood “unit” through recognizable identity and edges, without going so far (through walls and other physical barriers) as to establish “fortress” neighborhoods.
- Set-aside of conservation areas, greenbelts or other open space as an amenity, to encourage leisure and healthful living, and to contribute to neighborhood buffering and definition.
- Use of local streets for parking to reduce the lot area that must be devoted to driveways and garages, and for the traffic calming benefits of on-street parking.

ANALYSIS OF CITY OF BRENHAM ZONING POLICIES:

The purpose of zoning policies is to provide guidelines for considering future amendments to the zoning ordinance (Part 1, Section 4 of Appendix A – “Zoning” of the Brenham Code of Ordinances). They are as follows:

- (1) The city's zoning should recognize and seek to preserve the small-town attributes that make Brenham a special place for its citizens to live, work and play.

The subject property is currently located in the Brenham ETJ, generally west of the intersection of State Highway 36 N and Dixie Road. Property located to the south is zoned Planned Development District and is currently being developed with a Mixed-Use development, primarily the single-family residential subdivision known as Vintage Farms. Property to the east and across Dixie Road is developed and zoned with a mixture of uses, including rural residential along Dixie and industrial along SH 36 N. Stylecraft Builders intends to develop these 50+ acres of land with additional phases of single-family homes, to be known as The Lakes and The Cove at Vintage Farms. The Lakes at Vintage Farms is proposed to be traditional single-family homes, whereas The Cove at Vintage Farms is planned to be developed with patio homes.

The Lakes portion of the proposed development plan deviates from the City of Brenham standard zoning by including a mixture of lot sizes including 35% of the subdivision at 7,000 square feet or greater (City standard) and the remainder at 6,600 square feet or greater. Current standards for the existing Vintage Farms Subdivision allow for all lots to be 6,600 square feet or greater. In this portion of the subdivision Stylecraft proposes reduced side building setbacks of 7.5-feet (15-foot standard) and a rear setback of 20-feet (25-foot standard). Stylecraft also proposes to include 60% masonry on all front facades.

The Cove portion of the proposed development plan is planned to be developed with a single cul-de-sac for construction of patio homes. Patio homes are sometimes referred to zero-lot line or garden style homes and are typically located on 4,000 square foot (smaller) lots and have a reduced setback. Stylecraft proposes the patio homes within this portion of the development be located on lots that are between 4,400 and 5,700 square feet. Homes within this portion of the development are planned to include 20% masonry on all front facades.

In exchange for the deviations to the City of Brenham subdivision standards, Stylecraft proposes amenities including a minimum of 2,800 linear feet of eight-foot wide concrete walking trails,

sidewalks along both sides of the street and a 15-acre greenspace/public park with a water feature and pavilion.

The City of Brenham Subdivision and Zoning Ordinances seek to establish standards which provide for the orderly, safe and healthful development of the community and protect the morals and general welfare of residents and citizens while protecting small town character as reflected in the Comprehensive Plan. Staff finds that the proposed PD meets the intent of the development standards by providing neighborhood design characteristics and elements which make a subdivision attractive and valuable for the long-term.

- (2) The city's zoning should be guided by the future land use plan and other applicable guidelines found in the Comprehensive Plan.

The future land use map portion of Plan 2040: Historic Past, Bold Future, suggests the subject property may be appropriate for single-family residential uses. If the requested zone change were approved, the subject property would allow for development in keeping with the Future Land Use Plan and polices by allowing a single-family home subdivision with a mixture of housing types at this location.

Furthermore, the proposed PD includes amenities and subdivision design characteristics that exceed the City's standard subdivision and zoning standards as recommended in Plan 2040. Plan 2040 includes an excerpt which highlights what neighborhood attributes contribute to a sustainable and attractive subdivision. The applicants are proposing to meet a majority of these guidelines by providing features such as, traffic calming measures, street scaping, a passive park, a regional walking trail and a design with equal importance to pedestrian and vehicular traffic. Staff finds that the proposed request is aligned with the goals and land use policies established in the Comprehensive Plan.

- (3) The city's zoning should be designed to facilitate the more efficient use of existing and future city services and utility systems in accordance with the Comprehensive Plan.

The subject property has access to City of Brenham water, gas and sanitary sewer along Dixie Road as well as access to additional services within the existing Vintage Farms Subdivision. The applicant plans to extend services located at the property throughout the development. The 50+ acres are within the Bluebonnet electric service area and the applicant has been in contact with this provider for extension of services. Staff finds that utilities in the area can be extended to serve the subject property and the proposed development.

- (4) The city's zoning should be organized and as straight forward as possible to minimize use problems and enforcement problems.

The proposed zone change, if approved, will be reflected on the City of Brenham zoning map available for citizen viewing on the City of Brenham homepage.

- (5) The city's zoning process should be fair and equitable, giving all citizens adequate information and opportunity to be heard prior to adoption of zoning amendments.

Property owners within 200 feet of the project site were mailed notifications of this request on April 16, 2020. The Notice of Public Hearing was published in the Brenham Banner on April 16, 2020. Any public comments submitted to staff will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

- (6) The city's zoning should ensure that adequate open space is preserved as residential and commercial development and redevelopment occur.

If approved, the subject property will be required to adhere to site development standards established in the proposed PD, all applicable ordinances adopted by the City of Brenham and not specified in the PD document. Furthermore, adherence to adopted building codes, maximum impervious coverage requirements, and drainage standards for property zoned R-1 and R-2 shall apply to the subject tract. The Lakes at Vintage Farms includes development of a 15-acre passive park, 4-acre pond, and multi-use trails to account for a mixture of lot sizes in the development, specifically those which fall below the adopted minimum lot size of 7,000 square feet. Staff finds that the public green space requirements will ensure that adequate open spaces are maintained throughout the proposed subdivision.

- (7) The city's zoning should ensure Brenham's attractiveness for the future location of business and housing by preserving an attractive and safe community environment in order to enhance the quality of life for all of its residents.

Staff believes that the requested zoning and associated land uses are appropriate in this location given adjacent zoning designations, existing development in the vicinity, and conformance with the City's adopted future land use map.

- (8) The city's zoning ordinance should preserve neighborhood culture by retaining and promoting land uses consistent with the community's plan for the development and/or redevelopment of its neighborhoods.

The applicant proposes a variety of subdivision standards that contribute to quality neighborhood culture and promote land development consistent with adopted development standards and the adopted Comprehensive Plan. For example, the City of Brenham subdivision ordinance does not currently require the development of sidewalks or parks within a single-family home subdivision. However, the applicant proposes to provide 5-foot wide sidewalks on one side of the street as well as a 15 acre park, and regional concrete trails. While smaller than normal lot sizes are proposed, the aforementioned amenities meet the intent of the ordinance in terms of preserving open spaces within the development.

Additionally, the applicant proposes landscaping on each platted lot and throughout the development. Each lot within the subdivision shall have either one canopy tree or two ornamental trees to contribute to an aesthetic street scape. Similar to Vintage Farms, Stylecraft plans to include a wooden fence with masonry columns along Dixie Street and landscaping throughout the development in common areas and along rights-of-way. The City's development standards do not require the aforementioned fence or landscaping standards for residential development and staff finds that these offerings (and the additional proposed standards) will ensure the long term viability of the. In summary, staff finds that the proposed PD, if approved will allow for the development of a single-family neighborhood in accordance with the adopted development standards and Plan 2040 in terms of promoting land uses consistent with the community's plan.

- (9) The city's zoning should protect existing and future residential neighborhoods from encroachment by incompatible uses.

The subject property is adjacent to vacant land, Dixie Road and Vintage Farms Subdivision. Staff is unable to determine any incompatible uses or development with the proposed PD.

- (10) The city's zoning should assist in stabilizing property values by limiting or prohibiting the development of incompatible land uses or uses of land or structures, which negatively impact adjoining properties.

Staff is unable to determine any destabilizing effects on the neighboring properties should this rezoning request be approved.

- (11) The city's zoning should make adequate provisions for a range of commercial uses in existing and future locations that are best suited to serve neighborhood, community and regional markets.

If approved, the proposed rezoning will allow for the development of a single-family home subdivision. The subject property is adjacent to a local street and therefore not located in an area where commercial development is likely to prosper. The nearest land currently available for Commercial development is located southeast of the subject tract immediately adjacent to SH 36 N and planned for Commercial Development with the original Vintage Farms PD.

- (12) The city's zoning should give reasonable accommodation to legally existing incompatible uses, but it should be fashioned in such a way that over time, problem areas will experience orderly change through redevelopment that gradually replaces the nonconforming uses.

The property is currently undeveloped, vacant land. Staff is not aware of any hindrances on the property created by legally existing incompatible uses. The proposed rezoning will allow for compatible, legally conforming development.

- (13) The city's zoning should provide for orderly growth and development throughout the city.

Staff finds that the proposed rezoning change will allow for the orderly growth and development in the general vicinity and throughout the city. Furthermore, the proposed rezoning is in accordance with the City's adopted Future Land Use Map and Comprehensive Plan.

PLANNED DEVELOPMENT DISTRICT GENERAL GUIDELINES:

In addition to the zoning policies above, Planned Development Districts must also meet the following guidelines:

- (1) A Planned Development District shall conform to applicable regulations and standards established by this ordinance.

The zoning regulations that The Lakes at Vintage Farms PD deviates from do not undermine the density requirements or intent of the single-family residential zoning district. Furthermore, modifications to lot size and setbacks are accommodated by quality neighborhood design standards as specified in the Comprehensive Plan, Plan 2040.

- (2) A Planned Development District should be compatible with existing or permitted uses on abutting sites, in terms of use, building height, bulk and scale, setbacks and open spaces, landscaping, drainage, or access and circulation features.

This proposed single-family residential development is compatible with the surrounding land uses, including Dixie Street, rural residential and industrial uses. The proposed PD includes the underlying R-1 and R-2 zoning district standards and does not deviate from

building height, drainage, access or impervious coverage requirements. As mentioned above, the smaller than standard lot sizes and reduced setbacks proposed are mitigated by the 15-acre park and trail system proposed within the development.

- (3) A Planned Development District shall not create unfavorable effects or impacts on other existing or permitted uses on abutting sites that cannot be mitigated by the provisions of the planned development.

There are no foreseen unfavorable effects or impacts on the area.

- (4) A Planned Development District shall not adversely affect the safety and convenience of vehicular and pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed development and other uses reasonably anticipated in the area considering existing zoning and land uses in the area.

This property is adjacent to the existing Vintage Farms Subdivision and the attached conceptual plan shows connection between the two phases of construction. The existing subdivision currently has two access points to SH 36 N, one direct access and one access point through Vintage Farms Way. State Highway 36 is a freeway that is capable of handling large volumes of traffic and will serve as the primary route for traffic into and out of the subdivision. In addition to connection to the existing subdivision, Stylecraft intends to construct a primary entrance to The Lakes along Dixie Road.

A feature of quality neighborhood design listed in Plan 2040 includes placing equal importance on vehicular and pedestrian traffic. The proposed subdivision layout includes reduced block lengths and pedestrian crosswalks in an effort to increase pedestrian safety within the subdivision, specifically to connect homes to the regional trail system and park. Staff finds the proposed PD accounts for the safety and convince of vehicular and pedestrian traffic generated within the development.

- (5) A Planned Development District must reasonably protect persons and property from erosion, flood or water damage, fire, noise, glare, and similar hazards or impacts.

Drainage information will be required at the time of platting and a Homeowners Association will be created with bylaws and governing documents pertaining to the maintenance of the proposed detention areas.

- (6) A Planned Development District shall not adversely affect traffic control or adjacent properties by inappropriate location, lighting, or types of signs.

Staff is unable to determine any adverse impacts caused by inappropriate lighting or types of signs. As with all development, an increase in traffic is expected around the subject property. Staff will review traffic counts and mitigation measures proposed by the developer at the time the civil construction documents are submitted to the City for review.

- (7) A Planned Development District must protect the public health, safety, or welfare, and shall not be materially injurious to properties or improvements in the vicinity.

This request should not have any adverse impact on the public health, safety or welfare of adjacent property or property in the general vicinity. Furthermore, the proposed amenities

within the subdivision will enhance the public health and welfare of the Vintage Farms homeowners and City of Brenham residents in general.

STAFF RECOMMENDATION:

Staff recommends approval of the proposed zoning to a Planned Development District (PD) for the subject 52.428-acre tract known as the Lakes of Vintage Farms Planned Development.

EXHIBITS:

- A. Aerial Map
- B. Zoning Map
- C. Future Land Use Map
- D. Proposed Planned Development District and Exhibits
- E. Site Photos

EXHIBIT "A"
AERIAL MAP

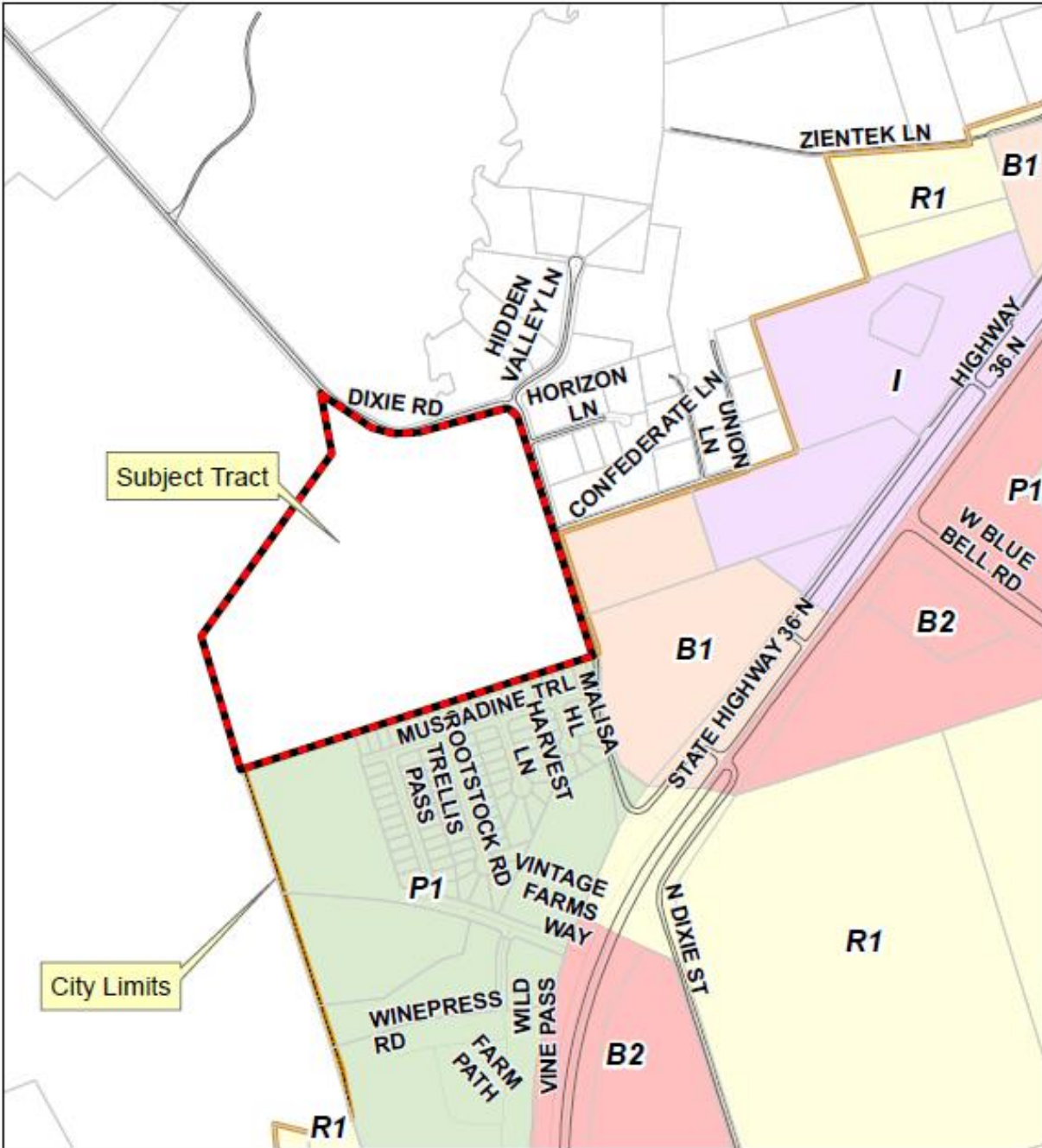


Aerial Map
Lakes at Vintage Farms

1 inch = 682 feet



EXHIBIT "B"
ZONING MAP



**Zoning Map
Lakes at Vintage Farms**

1 inch = 682 feet



EXHIBIT "C"
FUTURE LAND USE MAP



Legend

City Limits	Multi-Family Residential
Future Land Use Plan	Mixed Use Blinn Adjacent
FLU_FINAL	Mixed Use Downtown Adjacent
Rural	Corridor Mixed Use
Open Space	Planned Development
Park	Downtown
Estate Residential	Local Public Facilities
Single Family Residential	Commercial
Manufactured Homes	Industrial

Future Land Use Map



1 inch = 568 feet



EXHIBIT "D"

PROPOSED PLANNED DEVELOPMENT DISTRICT AND EXHIBITS

Development Requirements for The Lakes at Vintage Farms Planned Development District

I. Purpose and Intent:

The Lakes at Vintage Farms Planned Development District ("The Lakes PD") is intended to guide land use and physical development of the subject property. This development plan is enacted as a means to provide the City and the Developer with alternative standards set forth by the City for their mutual benefit. The Lakes PD is intended to add this tract of land to the current Vintage Farms development by incorporating the existing design and feel of Vintage Farms while providing new elements which will differentiate The Lakes at Vintage Farms as unique. Additionally, The Lakes PD looks to improve property utilization by facilitating the highest and best uses, provide quality cost-efficient housing, strengthen the area economy, and enhance the general welfare of the surrounding community. The Lakes PD reflects the goals of the City's adopted Comprehensive Plan - Historic Past, Bold Future: Plan 2040 which establishes recommendations for developing quality neighborhood design. To this end, the Lakes at Vintage Farms shall include public amenities such as, but not limited to, sidewalks, landscaping, and parkland which exceed City of Brenham subdivision standards and are intended to provide a valuable product for the Brenham community. The Lakes PD shall allow only single-family residential uses on approximately 53.5 acres of land out of the Phillip Coe Survey, being generally west of Dixie Road and State Highway 36 (Concept Plan - Exhibit A).

II. Land Use and Physical Developments:

- A. The Lakes at Vintage Farms by Stylecraft Builders will be managed by the existing HOA but shall be subject to a separate set of Declaration of Covenants, Codes and Restrictions from the current declarations pertaining to Vintage Farms. Nothing in this agreement shall impact the existing ordinance or declarations of Vintage Farms.
- B. No floor plan shall be repeated on the lot directly across the street, diagonally across the street, or within two lots on either side of the subject lot.
- C. Minimum square footage of each home shall be 1,200 square feet exclusive of garages, porches, patios and areas of the home that are not conditioned space (heat/AC). This square footage minimum matches the existing restrictions in Vintage Farms.
- D. Each single-family dwelling shall include, at a minimum, a two-car private, enclosed garage.
- E. Each home in Planning Area 1 (Exhibit A) shall have a minimum of 60% masonry on front face exclusive of windows, doors, eaves, gables, trim work, walls above roof lines, entryways/porches/patios.
- F. Each home in Planning Area 2 (Exhibit A) shall have a minimum of 20% masonry on front face of patio homes, exclusive of windows, doors, eaves, gables, trim work, walls above roof lines, entryways/porches/patios.
- G. The minimum right-of-way standards shall be a 55-foot wide dedicated right-of-way with 30-foot wide pavement, measured back-of-curb to back-of-curb.
- H. A minimum of 4,500 linear foot of five foot (5') wide sidewalk and concrete trails shall be constructed within the residential area and a minimum of 2,800 linear feet of eight

foot (8') wide sidewalks to be constructed in the greenspace/common areas. The Developer Shall provide:

- a. Minimum of 4,500 linear foot five foot (5') wide sidewalks on one side of the streets shall correspond with the same look and feel of the design and layout of Vintage Farms.
- b. Minimum 2800 linear foot of eight foot (8') wide concrete trails within the greenspace around the lakes and common areas throughout the development to be consistent with the trail system of Vintage Farms. The final location of the trail system may differ from what is shown on Exhibit A as exact location and design shall be determined by topography, and location of preserved trees.
- c. Pedestrian connectivity to the existing phase of Vintage Farms sidewalks and trails, as shown on Exhibit A.
- d. Multiple pedestrian access points connecting the greenspace sidewalks to the neighborhood sidewalk system.

I. Landscape/Fencing

- a. Fencing along Dixie Road shall be stained, capped and trimmed wooden perimeter fence with steel posts to match existing perimeter fence in Vintage Farms Phase 1 and will be maintained by HOA.
- b. Ten (10) masonry columns shall be installed along Dixie Road and maintained by HOA.
- c. Each lot shall be landscaped and irrigated, at a minimum, with full sod in the front yard.
- d. Single-family residential lots shall have at least one (1) two inch (2") or larger caliper (measured six inches (6") above the tree base) canopy or shade tree or two (2) non-canopy ornamental trees as well as a minimum of five (5) one-gallon shrubs planted in the front yard of the residence and prior to certificate of occupancy being issued.
- e. Community Trees - Prior to the first Certificate of Occupancy being issued for each phase of the development, community trees shall be planted throughout the community at a ratio of one-half (1/2) the number of lots in each phase reflected on the plat. Required trees shall be placed in common areas, greenspace, along trails and sidewalks and other areas viewable to the public. Fifty percent of the required trees shall be canopy trees measuring six feet (6') tall and two inches (2") in caliper when measured six inches (6") from the ground.
- f. Preservation of trees – Per city code Section 12.05 (3) developer shall receive credit against planting community trees for every existing tree that is preserved.

J. Greenspace

- a. Developer will reserve at a minimum fifteen (15) acres of greenspace and common area for neighborhood use, including four (4) acres of lakes, all of which shall be maintained by the HOA.
- b. Developer to install signage around the lakes with posted rules and warnings regarding usage and safety to be maintained and updated by the HOA.
- c. Developer shall provide at minimum a 400 square foot pavilion in the greenspace/park area with a location and size to be determined based on topography, location of preserved trees, and final design of trail system. Pavilion and associated landscaping shall be maintained by the HOA.

III. Subdivision of Land:

The subdivision of land within The Lakes at Vintage Farms includes two different single-family dwelling products. Dwellings located in Planning Area 1 (Exhibit A) shall be in

accordance with subdivision standards for properties in a Residential (R-1) zoning district, and dwellings located within Planning Area 2 (Exhibit A) shall be in accordance with Mixed Residential District (R-2), with the following exceptions or additions to ordinary standards:

- A. *Planning Area 1 - The Lakes at Vintage Farms – Single-Family Residential Detached Homes*
 - a. 100% of the lots shall be minimum 6,600 square feet
 - b. 35% of the lots shall be minimum 7,000 square feet
 - c. Minimum lot width shall be 55 feet except for radial lots which shall be a minimum 50 feet measured at the front setback.
 - d. Minimum lot depth shall be 120 feet (determined by the average of the two lot lines) except for radial lots which shall have an average minimum lot depth of 110 feet.
 - e. Front yards shall be setback a minimum of 25 feet as per current city ordinance.
 - f. Side yards shall be setback a minimum of 7.5 feet unless adjacent to a side street in which case the minimum shall be 15 feet.
 - g. Rear yards shall be setback a minimum of 20 feet
- B. *Planning Area 2 - The Cove at Vintage Farms – Patio Homes*
 - a. 100% of the lots shall be minimum of 4,400 square feet
 - b. 30% of the lots shall be minimum of 5,700 square feet
 - c. Minimum lot width shall be 40 feet
 - d. Minimum lot depth shall be 120 feet (determined by the average of the two lot lines). Three lots shall be permitted to have a minimum lot depth of 100 feet, as established in current city ordinance.
 - e. Front yards shall be setback a minimum of 20 feet
 - f. Side yards shall be setback a minimum of 5 feet unless adjacent to a side street in which case the minimum shall be 15 feet. Distances between adjacent patio homes shall not be less than 10 feet. Lots adjacent to common areas shall maintain the 5 foot side setback.
 - g. Rear yards shall be setback a minimum of 15 feet

Exhibit A

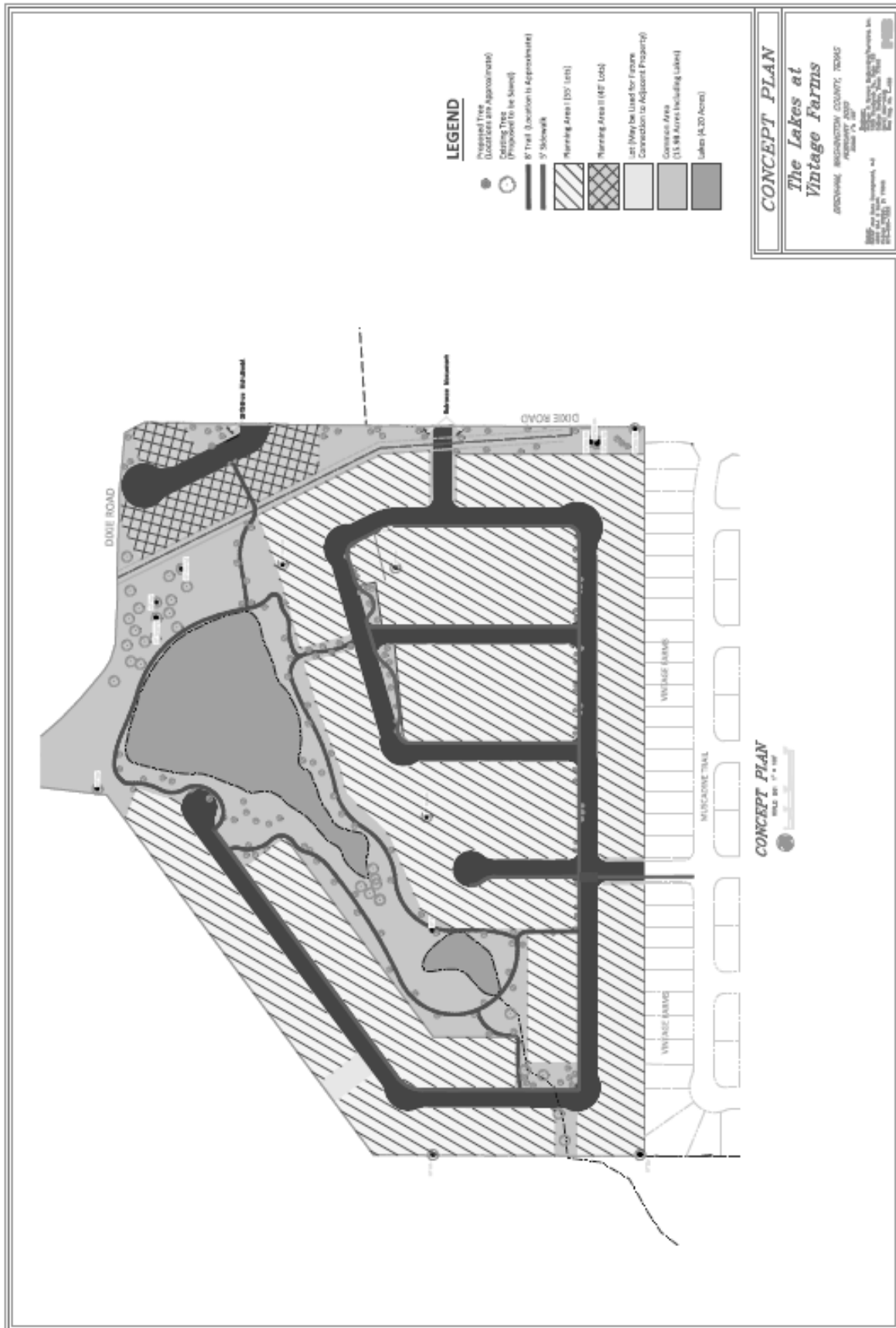


EXHIBIT "E"



View from Dixie Road – Vintage Farms Subdivision in Background



Subject Property facing west from Dixie Road

To: Sdoland@cityofbrenham.org

Please include the following questions and comment into the record for the May 7, 2020 meeting. Please email me and let me know that you have received this.

May 1, 2020

Dear Councilmen:

RE: The annexation of 52.428 acres of land, south and west of Dixie Road, Tract 7 of Phillip Coe Survey A-31. I have 3 questions and a comment.

1. In looking at the Aerial Map, Exhibit "A" in the Planning and Zoning minutes on April 27, 2020, the yellow line indicating city limits appears to go past this tract down toward N. Berlin Road, incorporating more than the 52.428 acres of land. Is the City annexing MORE than the 52.428 acres of land? If so, why isn't this made public?
2. How many homes and patio homes does the developer plan to have in this section of the development?
3. Dixie road is substandard at best with no shoulder and two sharp turns in the road. The developer plans to have the primary entrance, (section 4, page 7 of the proposal) on Dixie road. With another 100-300 cars using Dixie Road what plans does the City have in improving Dixie Road and how soon?

COMMENT

As Homeowners on N. Berlin Road near Dixie, I believe our property value will decrease with the additional traffic and accidents both on N. Berlin from 290 and Dixie road. Dixie is already filled with pot holes and has two dangerous curves.

Respectively submitted,

Steve and Eileen Snider

From: tlangehennig@att.net <tlangehennig@att.net>
Sent: Monday, May 04, 2020 12:02 PM
To: Kim Hodde <KHodde@cityofbrenham.org>
Subject: Case No. P-20-012 zone change and annexation opposition

Attention: City of Brenham, Texas, and Council members

Dennis R. & Tolonda Langehennig
1900 Dixie Road
Brenham, Texas

Reference: P&Z Case No. P-20-012

Thank you, for the opportunity to voice support for our neighbors that are against the actions of Case No. P-20-012 to rezone and annex the 52+or-acres to the City of Brenham, Texas. Like many people in this neighborhood, we chose this location, to enjoy living in the county. This is our "Forever Home". We lived in Pearland, Texas for 40 plus years, but Hurricane Harvey and Our Lord directed our relocation to Washington County, Brenham, Texas. The not so positive effects of rezoning and annexation of the 52+or- acres, will change the lives of our neighbors, forever. Please, consider the negative sides of Case No. P-20-012 and review these actions before you make a decision. Author John Maxwell states, "People buy into the leader before they buy into the vision".

Respectfully,

Dennis R. and Tolonda Langehennig



AGENDA ITEM 8

DATE OF MEETING: May 21, 2020	DATE SUBMITTED: May 14, 2020	
DEPT. OF ORIGIN: Public Works	SUBMITTED BY: Dane Rau	
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION	ORDINANCE: ☐ 1ST READING ☐ 2ND READING ☐ RESOLUTION
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon a Professional Services Agreement Between the City of Brenham and Strand Associates, Inc. Related to Old Chappell Hill Road Improvements and Authorize the Mayor to Execute Any Necessary Documentation		
SUMMARY: Over the last two years the City of Brenham has identified several road improvement projects. The two improvements identified and planned for funding utilizing 2020 certificates of obligation were Salem Rd and Old Chappell Hill Rd/FM 577. We have reached out to Strand and Associates to help with design of the intersection widening, traffic signal locations, striping configuration, Old Chappell Hill Rd widening and road surface design. They will also conduct bidding services and inspection of the project. In order to move forward Strand has prepared a professional services agreement which captures these services. The value of the PSA is \$200,000. We have budgeted for this improvement which included engineering at \$1.1 million dollars. We are very hopeful once plans are finalized and bids open that we are within that range. This improvement will be timely due to the opening of the Blue Bell Truck Center, proposed new development on the corner of Old Chappell Hill Rd/FM 577 and the Transfer Station and Wastewater Plant located on this section of roadway. We have been in contact with TXDOT and they have blessed the proposed layout and are looking how they may partner with the improvements that are within TxDOT right-of-way. We are hopeful that we can receive between \$300,000-\$400,000 from TxDOT which will help with the overall project. We would like to ask council to approve moving forward with the professional services agreement to Strand and Associates in the amount of \$200,000 so we can begin the next steps in this road improvement project. We are estimating that bids can be placed out to prospective bidders in October and award of construction in early November.		

STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: These enhancements will improve the intersection turning radius, enhance the heavily used roadway along Old Chappell Hill Rd by widening, and provide a concrete street that will not require maintenance for many years. Potentially receive financial partnership from TxDOT on the intersection improvements and signal lights. B. CONS: None at this point
ALTERNATIVES (In Suggested Order of Staff Preference):
ATTACHMENTS: (1) Professional Services Agreement; and (2) Layout Map
FUNDING SOURCE (Where Applicable): 237-5-100-803.00 (2020 Certificates of Obligation)
RECOMMENDED ACTION: Approve a Professional Services Agreement between the City of Brenham and Strand Associates, Inc., in the amount of \$200,000, related to Old Chappell Hill Road Improvements and authorize the Mayor to execute any necessary documentation
APPROVALS: James Fisher

**PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
CITY OF BRENHAM
PROJECT NO. _____
OLD CHAPPELL HILL ROAD IMPROVEMENTS**

**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 and reconstruct Old Chappell Hill Road with concrete pavement starting at the intersection of Blue Bell Road (FM 577) and extending east to the bridge, approximately 1,400 linear feet in length, and construct improvements to the Old Chappell Hill Road and Blue Bell Road (FM 577) intersection, 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 one year beginning from the execution date of this Agreement. Upon written request of Engineer, the City Manager 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 \$200,000, 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.®
1906 Niebuhr Street
Brenham, TX 77833
Attn: Kelly M. Hajek, 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 Manager, 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.[®]



Joseph M. Bunker Date 5/8/2020
Corporate Secretary

ATTEST:

CITY OF BRENHAM, TEXAS

Jeana Bellinger Date
City Secretary

Milton Y. Tate Jr. Date
Mayor

ATTACHMENT "A"

PART A–SCOPE OF SERVICES

CITY OF BRENHAM PROJECT NO. _____ OLD CHAPPELL HILL ROAD IMPROVEMENTS

Description of Project

The scope of services is to provide topographic survey, preliminary and final design, permitting-related, bidding-related, and construction-related services for the Old Chappell Hill Road reconstruction project. The project is approximately 1,400 linear feet in length and the limits extend from Blue Bell Road (FM 577) east to the bridge just past the entrance to the city collection station, and includes the design of northbound and westbound right-turn lanes at the Blue Bell Road and Old Chappell Hill Road intersection.

A. Basic Services

1. Perform geotechnical investigation and prepare geotechnical report for the project corridor. The geotechnical report will evaluate the existing subsurface soil conditions and provide design criteria regarding proposed improvements including pavement design and life cycle analysis.
2. Perform data collection, review of available records, topographic survey, and create and manage base mapping.

B. Preliminary Design Services

1. Attend kickoff meeting with City.
2. Facilitate communication with the Texas Department of Transportation (TxDOT).
3. Prepare up to three conceptual design alternatives including geometric layout, typical section, and drainage improvement impacts for urbanized roadway section for existing pavement width and 40-foot-wide pavement section.
4. Prepare preliminary opinion of probable construction cost for up to two conceptual design alternatives.
5. Meet with City to review the conceptual design and relative opinions of probable construction cost. Incorporate City comments into the design as appropriate.

6. Prepare 50 percent design drawings for City-preferred design concept including:
 - a. Roadway plan and profile
 - b. Roadway typical section
 - c. Drainage improvements plan and profile
 - d. Roadway cross sections at 50-foot intervals
 - e. Traffic signals and intersection layout
7. Prepare 50-percent design opinion of probable construction cost for proposed improvements.
8. Meet with CITY to review the 50 percent design documents and incorporate City comments.
9. Define preliminary regulatory permit requirements for TxDOT and the Texas Commission on Environmental Quality (TCEQ) and meet with City to review.

C. Final Design Services

1. Prepare 90 percent design drawings including:
 - a. Roadway plan and profile
 - b. Roadway typical section
 - c. Drainage improvement plan and profile
 - d. Roadway cross sections at 50 foot intervals
 - e. Miscellaneous construction details
 - f. Erosion control and site restoration drawing
 - g. Traffic signals and intersection layout
2. Prepare 90 percent design opinion of probable construction cost for the proposed improvements.
3. Meet with City to review the 90 percent Design Documents and incorporate City comments as appropriate.
4. Prepare Bidding Documents using Engineers Joint Contract Documents Committee C700 Standard General Conditions of the Construction Contract, 2013 edition, City-approved EJCDC C-800 Supplementary Conditions, technical specifications, and engineering drawings.
5. Prepare and submit TxDOT and TCEQ applications and assist City with obtaining permits.

D. Bidding-Related Services

1. Distribute Bidding Documents electronically through CivCast, available at www.civcastusa.com. Submit Advertisement to Bid to City for publishing.
2. Attend pre-bid meeting, prepare addenda, and answer questions during bidding.
3. Attend bid opening, tabulate and analyze bid results, and assist City in the award of the Construction Contract.
4. Prepare three sets of Contract Documents for signature.

E. Construction-Related Services

1. Provide contract administration Services, including attendance at preconstruction conference, review of contractor's shop drawing submittals, review of contractor's periodic pay requests, attendance at construction progress meetings, periodic site visits, and participation in project closeout. Services are based on a 120-day construction schedule. Engineer's review of Payment Requests from contractor(s) will not impose responsibility to determine that title to any of the work has passed to City free and clear of any liens, claims, or other encumbrances. Any such service by Engineer will be provided through an amendment to this Agreement.
2. Provide record drawings in paper format from information compiled from contractor's records. Engineer is providing drafting services only for record drawings based on the records presented to Engineer by contractor and City. Engineer will not be liable for the accuracy of the record drawing information provided by contractor and City.

F. Additional Services

1. Provide geotechnical services during construction including testing and analysis of pavement subgrade, concrete curb and gutter, and pavement structure.
2. Perform one iteration of construction staking of the street improvements as necessary, every 50 feet along the alignments and at critical horizontal or vertical points. Stake storm sewer line and grade, including structures and outfalls, with appropriate offsets.
3. Provide resident project representative (RPR) for part-time observation (eight hours per week) of construction. In furnishing observation services, Engineer's efforts will be directed toward determining for 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. Services are based on a 120-day construction schedule, which will need to be adjusted if the schedule is extended.

PART B–BASIS OF COMPENSATION AND REIMBURSABLE EXPENSES

CITY OF BRENHAM PROJECT NO. _____ OLD CHAPPELL HILL ROAD IMPROVEMENTS

The following represents the 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 basic and other services in the lump sum amount of \$155,000 as set forth herein below. Additional Services will be performed on an hourly basis at the rates shown not to exceed \$45,000.

Services	Fee
Basic Services	\$15,000
Preliminary Design	\$37,000
Final Design	\$58,000
Bidding-Related Services	\$10,000
Construction-Related Services	\$35,000
Total	\$155,000

Additional Services	Fee
1 Geotechnical Services During Construction	\$15,000
2 Construction Staking	\$8,000
3 Part-Time RPR Services	\$22,000
Total	\$45,000

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.

Engineering Services Classification	Hourly Billing Rates*
Principal Engineer	\$280
Senior Associate	\$255
Senior Project Manager	\$225
Project Manager	\$175
Senior Project Engineer/Senior Project Representative	\$150
Project Engineer	\$135
Graduate Engineer	\$120
Senior Engineering Technicians	\$120
Engineering Technician	\$105
Junior Engineering Technician	\$ 70
NACE Certified Project Representative (Tank Construction)	\$105
Project Representative	\$105
Senior Computer-Aided Design and Drafting (CADD) Operator	\$ 95
CADD Operator	\$ 70
Administrative	\$ 80

* 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.

Surveying Services Classification	Hourly Billing Rates*
Registered Professional Land Surveyor	\$190
Surveying Technician	\$105
Three-Man Field Party	\$225
Two-Man Field Party	\$165
One-Man Field Party	\$105
Global Positioning System (GPS) Equipment (Half Day)	\$185
GPS Equipment (Full Day)	\$300
Robotic Total Station (Half Day)	\$135
Robotic Total Station (Full Day)	\$220

* Updated annually on July 1

Subcontract costs shall be billed at invoice cost plus 10 percent for handling.

ATTACHMENT "B"

INSURANCE

**CITY OF BRENHAM
PROJECT NO. _____
OLD CHAPPELL HILL ROAD IMPROVEMENTS**



AGENDA ITEM 9

DATE OF MEETING: May 21, 2020		DATE SUBMITTED: May 7, 2020	
DEPT. OF ORIGIN: Aquatics		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 Facility Use Agreement Between the City of Brenham and the Brenham State Supported Living Center for Pool Use at the Blue Bell Aquatic Center and Authorize the Mayor to Execute Any Necessary Documentation			
SUMMARY STATEMENT: The City of Brenham and the Brenham State Supported Living Center have a longstanding agreement for recreational aquatic services. The most recent agreement was executed August 25, 2016. This agreement had three (3) automatic annual renewal options which were exercised extending the term of the agreement to September 30, 2020. The contract being presented for your review is substantially identical to the previous contract, which has been beneficial for both parties. BBAC staff recommends that Council authorizes the agreement for aquatic facility services with the Brenham State Supported Living Center.			
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):			
A. PROS:			
B. CONS:			
ALTERNATIVES (In Suggested Order of Staff Preference):			
ATTACHMENTS: (1) Facility Use Agreement			
FUNDING SOURCE (Where Applicable):			
RECOMMENDED ACTION: Approve a Facility Use Agreement between the City of Brenham and the Brenham State Supported Living Center for pool use at the Blue Bell Aquatic Center and authorize the Mayor to execute any necessary documentation			
APPROVALS: James Fisher			

**FACILITY USE AGREEMENT BETWEEN THE
CITY OF BRENHAM AND THE TEXAS HEALTH AND HUMAN
SERVICES COMMISSION (FOR THE BENEFIT OF BRENHAM STATE
SUPPORTED LIVING CENTER) FOR POOL USE AT THE BLUE BELL
ACQUATIC CENTER**

WHEREAS, the City of Brenham, hereafter referred to as “City,” has agreed to provide the Brenham State Supported Living Center, hereafter referred to as “Living Center,” recreational aquatic services for residents of the Living Center at the Blue Bell Aquatics Center, hereafter referred to as “BBAC”; and

WHEREAS, the recreational aquatic services shall include, but not be limited to, swimming; and

NOW, THEREFORE, in consideration of the mutual covenants expressed in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the Texas Health and Human Services Commission (“HHSC”), for the benefit of the Living Center, agree as follows:

1.0 Recreational Services

The City agrees to provide use of the BBAC to the Living Center residents for recreational aquatic services. All Living Center residents shall observe all City rules and regulations for the use of the pools at the BBAC.

All recreational aquatic services being provided by the City must be scheduled, in advance, by the Living Center with the Aquatic Supervisor.

2.0 Purpose

The purpose of this Agreement is to provide recreational aquatic services to all Living Center residents.

3.0 Breach

The failure of either party to comply with the terms and conditions of this Agreement shall constitute a breach of this Agreement. If either Party commits a breach in the performance of any obligation or covenant herein, the non-breaching party may enforce the performance of this Agreement in any manner provided by law.

4.0 Waiver

The waiver by either party of a breach of this Agreement shall not constitute a continuing waiver of the breach or of a subsequent breach of the same or a different provision, unless so stipulated in writing by the Party not in breach of this Agreement.

5.0 Term, Renewal

This Agreement shall be effective beginning October 1, 2020, or the date signed by both parties, whichever is later, and shall remain in effect until September 30, 2021 (“Initial Term”). This Agreement shall automatically renew for three (3) additional one (1) year periods (“Renewal Terms”). Either Party may terminate this Agreement at any time, without cause, by giving notice in the manner provided herein to the other Party at least thirty (30) days prior to the intended date of termination. Notice shall be provided pursuant to the terms set forth in Section 10.0.

6.0 Reporting

The City shall maintain a record of usage for the Living Center for a period of seven (7) years. The City shall maintain a log in which the Living Center staff will enter the name of the staff members and residents using the pools. The City shall be responsible for preparing a written monthly summary of visits and will mail this summary to the Living Center on or before the fifth (5th) day of the month for the preceding month’s visits.

7.0 Payment

The Living Center shall pay the City a per visit fee of three dollars (\$3.00) per resident. Each use of the BBAC by a resident will count as one (1) visit. The amount expended under this Agreement shall not exceed \$ 2,500.00 per one-year term. The Living Center shall cease its use of the BBAC under this Agreement at such time during any one-year term that the Living Center has reached its maximum available funding amount of \$2,500.00 per one-year term.

The Living Center shall pay the City for each month’s usage within thirty (30) days after receiving the monthly summary of visits. The Living Center shall make the payments out of current revenue.

8.0 Texas Law to Apply

This Agreement shall be construed under and 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 Agreement shall be in Washington County, Texas.

9.0 Invalid Provisions

Any clause, sentence, paragraph, or section of this Agreement 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 Agreement to the extent that the Agreement can be given effect without the invalid portion.

10.0 Notice

All notices sent pursuant to this Agreement shall be in writing and shall be hand delivered, or sent by registered or certified mail, postage prepaid, return receipt requested. Notices sent pursuant to this Agreement shall be delivered or sent to the City Manager at the following address:

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

Notices sent pursuant to this Agreement shall be in writing and shall be hand delivered, or sent by registered or certified mail, postage prepaid, return receipt requested. Notices sent pursuant to this Agreement shall be delivered or sent to the Assistant Director of Administration at the following address:

Brenham State Supported Living Center
4001 Highway 36
Brenham, Texas 77833

When notices are hand-delivered, notice shall be deemed effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three (3) days after deposit in a U.S. mail box or at a U.S. post office. Either Party may change its address for notice under this Agreement by providing a notice of the change in compliance with this paragraph to all other parties.

11.0 Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the Parties with respect to this matter. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any parties with respect to the subject matter hereof which are not embodied herein and that no other agreements, statements, or promises with respect to the subject matter hereof not contained in this Agreement shall be valid or binding. No modification concerning this instrument shall be of any force or effect, excepting a subsequent amendment in writing signed by the Parties.

12.0 Parties Bound

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors and assigns.

13.0 Assignment

Neither this Agreement nor any duties or obligations under it shall be assignable by either party without the prior written acknowledgment and authorization of both parties to this Agreement.

14.0 Gender

Words of gender used in this Agreement shall be held and construed to include any other gender or words in the singular number shall be held to include the plural and vice versa unless this Agreement requires otherwise.

IN WITNESS WHEREOF, City and HHSC have hereby entered into this Agreement on this the _____ day of _____, 2020.

CITY OF BRENHAM

**HHSC on behalf of BRENHAM
STATE SUPPORTED LIVING
CENTER**

Milton Y. Tate, Jr.
Mayor

Printed Name: _____
Title: Living Center Facility Director

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

Printed Name: _____
Title: _____



AGENDA ITEM 10

DATE OF MEETING: May 7, 2020	DATE SUBMITTED: May 1, 2020
DEPT. OF ORIGIN: Administration	SUBMITTED BY: James Fisher
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 Coronavirus Relief Fund (CFR) Program and Authorize the Mayor/City Manager to Execute Any Necessary Documentation	
SUMMARY STATEMENT: Last week the City received a letter from Governor Abbott's office regarding the Coronavirus Relief Fund. It appears that the City of Brenham may be eligible to receive approximately \$195,000 in relief funds. These funds can be used to reimburse the City for expenses incurred to close city parks/facilities, purchase supplies for COVID-19 preparation and prevention, to provide assistance to local businesses, and reimburse unemployment costs that were incurred due to furloughing employees. The Mayor and City Manager will closely review the terms and conditions of the relief fund application and will submit a request for funding.	
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:	
ALTERNATIVES (In Suggested Order of Staff Preference):	
ATTACHMENTS: (1) Letter from Governor Abbott.	
FUNDING SOURCE (Where Applicable):	
RECOMMENDED ACTION: Approve the submission of an application for funding through the Coronavirus Relief Fund (CFR) Program and authorize the Mayor/City Manager to execute any necessary documentation.	
APPROVALS: James Fisher	



STATE OF TEXAS

RECEIVED

MAY 13 2020

James Fisher
City Manager

May 11, 2020

Dear County and City Leaders:

Thank you for your continued work to combat the coronavirus and address the ancillary effects of that fight in your communities. These are tremendously difficult times for all Texans. Please know that the elected representatives in your state government are working continuously to protect the health and safety of this state, mitigate the economic ramifications of COVID-19, and build a path towards recovery.

As you are keenly aware, Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act to provide much needed resources to help governments, businesses, and individuals respond to the current pandemic. President Trump signed the CARES Act into law and his administration continues to provide guidance on the numerous avenues of federal funding the legislation provides. Within the CARES Act, the Coronavirus Relief Fund (CRF) was created to provide financial resources to state and local governments. As it relates to the CRF, Texas has received approximately \$11.24 billion from the United States Department of Treasury (Treasury) for direct coronavirus related expenses based on the funding formula provided in the CARES Act.

Consistent with the CARES Act, 45 percent of the total \$11.24 billion state allocation—approximately \$5.06 billion—will be made available to local governments. Of that \$5.06 billion, Treasury has directly sent just over \$3.2 billion to the six cities and 12 counties in Texas with a population greater than 500,000. That leaves approximately \$1.85 billion that the state can make available to the cities and counties in the rest of the state.

Counties below 500,000 population and the Cities within them

The 242 counties, and each of the cities within those counties, that did not receive direct allocations from Treasury are eligible to apply to the state for a per capita allocation from the \$1.85 billion. Cities with a population less than 500,000 located in counties with a population exceeding 500,000 are addressed later in this letter. County allocations will be calculated based on the population in the unincorporated areas of the county. We encourage cities and counties to work together to address expenses that cross jurisdictional lines.

The first allocation from the \$1.85 billion in local funds will be made available to these cities and counties on a \$55 per capita allotment. Twenty percent of each jurisdiction's allocation will be available immediately upon certification to the State that grant terms will be followed. Importantly, Treasury has provided strict guidelines for local governments to receive funds. Treasury affirmed that the State can transfer funds to local governments "provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if they have not been used in a manner consistent with section 601(d) of the Social Security Act." Treasury has also instructed that "funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify as an eligible expenditure." Also, all costs must be incurred before December 30, 2020, to qualify for funding.

Once jurisdictions provide documentation on the initial funding, they will then be able to access the remainder of their allocation on a reimbursement basis. The unallocated funds will be reserved for local expenses as future outbreaks and the long-term impacts of COVID-19 are better known.

Cities below 500,000 population within Counties exceeding 500,000 population

The direct Treasury disbursements to the 12 counties were calculated based on their population, less the total population inside cities larger than 500,000 that reside within those counties. In the same way that cities and counties across the rest of the state will be provided funding on a per capita basis, and are encouraged to work together to address expenses that cross jurisdictional lines, the 12 counties that received direct funding from Treasury based on the total number of residents in their counties (excluding those in the six largest cities) are expected to use their funds to address expenses incurred by incorporated areas with a population less than 500,000 that are located in those counties as well as the needs of residents in unincorporated areas of those counties. Each of the incorporated areas located in a county that received a direct allocation from Treasury should seek funding for COVID-19 expenses directly from that county.

How to Apply

The Texas Division of Emergency Management (TDEM) will administer the reimbursement process for the CRF. TDEM is partnering with Texas A&M AgriLife Extension to provide individual assistance to each of you throughout the process, and that work is already underway. All of the information to apply for the CRF, as well as guidance about eligible uses, can be found at the following website: www.tdem.texas.gov/crf. Questions can also be emailed to TDEM at CRF@tdem.texas.gov.

Thank you again for your work on behalf of your residents. All Texans expect government to work in a unified fashion to address this unprecedented situation, and we will continue to do so. We understand there will be numerous questions, and we are committed to working through them with you. In the meantime, please refer to the TDEM website for guidance.

Sincerely,



Governor Greg Abbott



Lt. Governor Dan Patrick



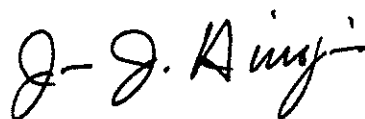
Speaker Dennis Bonnen



Senator Jane Nelson
Chair, Senate Finance Committee



Representative Giovanni Capriglione
Chair, House Appropriations Committee



Senator Juan Chuy Hinojosa
Vice-Chair, Senate Finance Committee



Representative Oscar Longoria
Vice-Chair, House Appropriations Committee



AGENDA ITEM 11

DATE OF MEETING: May 21, 2020	DATE SUBMITTED: May 11, 2020
DEPT. OF ORIGIN: Administration	SUBMITTED BY: James Fisher
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION
ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION	
AGENDA ITEM DESCRIPTION: Discussion and Update on the City of Brenham's COVID-19 (Coronavirus) Response and Recovery Efforts	
SUMMARY STATEMENT: City Manager James Fisher will provide the City Council with an update on the City's COVID-19 response and recovery efforts.	
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:	
ALTERNATIVES (In Suggested Order of Staff Preference): N/A	
ATTACHMENTS: None	
FUNDING SOURCE (Where Applicable): N/A	
RECOMMENDED ACTION: No action needed – discussion and update only.	
APPROVALS: James Fisher	