



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, MAY 20, 2021 AT 03:30 PM
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN STREET
BRENHAM, TEXAS**

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags - Councilmember Adonna Saunders**
- 3. Proclamations**
 - ♦ 75th Anniversary of James F. Dillon VFW Post No. 7104**
- 4. Special Recognitions**
 - ♦ Aquatics Professional of the Month - Tammy Jaster**
 - ♦ Police Department Promotion - Andrea Guerra, Corporal**
 - ♦ Police Department Promotion - Alex Saenz, Corporal**
 - ♦ Police Department Promotion - Zackary Greig, Corporal**
- 5. Citizens Comments**

CONSENT AGENDA

- 6. 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.

 - 6-a. Approve the Minutes from the May 4, 2021 Special City Council Meeting**
 - 6-b. Approve Ordinance No. O-21-011 on Its Second Reading Amending the FY2020-21 Adopted Budget**

6-c. Approve a Noise Variance for Brenham Junior High School for an 8th Grade Dance to be Held on May 21, 2021 from 5:00 p.m. - 7:00 p.m. in the Junior High School Parking Lot, and Authorize the Mayor to Execute Any Necessary Documentation

6-d. Approve an Electrical Distribution Construction Agreement Between the City of Brenham and Techline Construction, LLC in the Amount of \$71, 250.00 for Pole Changeouts and Authorize the Mayor to Execute Any Necessary Documentation

REGULAR SESSION

7. Discuss and Possibly Act Upon a Donation from The Fortnightly Club in the Amount of \$20,000.00 for the Nancy Carol Roberts Memorial Library and Authorize the Mayor to Execute Any Necessary Documentation

8. Discuss and Possibly Act Upon Resolution No. R-21-013 Authorizing the Acceptance of Infrastructure Improvements in the Liberty Village Subdivision, Phase I

9. Discuss and Possibly Act Upon Resolution No. R-21-014 Authorizing the Acceptance of Infrastructure Improvements in the Overlook Estates Subdivision, Phase 4

10. Discuss and Possibly Act Upon Resolution No. R-21-015 Amending Resolution No. R-09-022 Establishing the Commencement Time for Regular City Council Meetings

11. Discuss and Possibly Act Upon an Engagement Agreement Between the City of Brenham and Bickerstaff Heath Delgado Acosta, LLP Related to Redistricting Services for the City of Brenham and Authorize the Mayor to Execute Any Necessary Documentation

12. Discuss and Possibly Act Upon a Request for a Noise Variance from RSR Entertainment for a Juneteenth Block Party to be Held on June 19, 2021 at Mundy's Hideout Located at 1609 East Alamo Street, Brenham, Texas and Authorize the Mayor to Execute Any Necessary Documentation

13. Administrative/Elected Officials Report

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

Adjourn

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

CERTIFICATION

I certify that a copy of the May 20, 2021 agenda of items to be considered by the City of Brenham City Council was posted to the City Hall bulletin board at 200 W. Vulcan St., Brenham, TX on Monday, May 17 2021 at 1:30 p.m.

Jeana Bellinger, TRMC, CMC

City Secretary

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

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the _____ day of _____, 2021 at _____ AM PM.

Signature

Title

PROCLAMATION

WHEREAS, As the nation's oldest major war veterans' organization, the VFW has an impeccable and longstanding record of service and stewardship. The James F. Dillon Post 7104 Veterans of Foreign War (VFW) in Brenham, Texas began in 1946 with 84 members signing the charter; and

WHEREAS, The members of VFW Post 7104 are a pillar of support for Brenham, Texas. Year after year, you have provided superb public service to others. You provide an invaluable network of service to those who have borne the battle, as well as to their families, and you advance the health and well-being of those who bear the burden of defending our nation and our way of life; and

WHEREAS, Your continued devotion to protecting and upholding American ideals serve as an inspiration for all to follow, and is a testament to the motto, "No One Does More For Veterans"; and

WHEREAS, It is with sincere thanks and gratitude to all members of VFW Post 7104 for your outstanding record of service to the community, to veterans, service members and their families, and to our nation for this, the 75th year. Congratulations for the Diamond Jubilee Award in special commemoration and grateful recognition for seventy-five years of exceptional service to the nation and it's veterans throughout it's seven and a half decades of dedicated support for the programs and purposes of the Veterans of Foreign War;

NOW, THEREFORE, I, Milton Y. Tate Jr., Mayor of the City of Brenham, do hereby proclaim May 20, 2021 as

James F. Dillon 7401 VFW Post 75th Anniversary Day

In Witness, Whereof, I have set my hand and affixed the Seal of Brenham.

Milton Y. Tate Jr.
Mayor

Brenham City Council Minutes

A special meeting of the Brenham City Council was held on May 4, 2021 beginning at 9:00 a.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 Albert Wright
Councilmember Clint Kolby

Members absent:

Councilmember Adonna Saunders

Others present:

City Manager James Fisher, Deputy City Secretary Karen Stack, Director of Tourism and Marketing Jennifer Eckermann, Economic Development Director Susan Cates, Human Resources Director Susan Nienstedt, and Kevin Schmidt

Citizens present:

None

Media Present:

Alyssa Faykus, Brenham Banner Press

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags – Mayor Milton Y. Tate, Jr.**

3. **Discuss and Possibly Act Upon Resolution No. R-21-011 Canvassing the Returns and Declaring the Results of the General Election Held on May 1, 2021 for the Purpose of Electing One Councilmember for Place 1 - Ward 1; One Councilmember for Place 3 - Ward 3; One Councilmember for Place 5 - At Large; and One Councilmember for Place 6 - At Large to the City Council of the City of Brenham, Texas Each for a Four-Year Term**

City Manager James Fisher presented this item. Fisher explained that this Resolution is to canvass the official results of the General Election held on May 1, 2021. Fisher stated that the results of the General Election were as follows:

- Councilmember for Place 1 – Ward 1 (331 votes)
 - Shannan Canales: 55.3% of the total votes (183)
 - Keith Herring: 44.7% of the total votes (148)
- Councilmember for Place 3 – Ward 3 (373 votes)
 - Atwood C. Kenjura: 100% of the total votes (373)
- Councilmember for Place 5 – At Large (1,160 total votes)
 - Allan G. Colvin: 43.7% of the total votes (507)
 - Clint T. Kolby: 56.3% of the total votes (653)
- Councilmember for Place 6 – At Large (1,156 total votes)
 - Albert Ernie Buchanan: 19.4% of the total votes (224)
 - Leah Cook: 80.6% of the total votes (932)

A motion was made by Councilmember Cantey and seconded by Councilmember Wright to approve Resolution No. R-21-011 canvassing the returns and declaring the results of the General Election held on May 1, 2021 for the purpose of electing one Councilmember for Place 1 – Ward 1 (Shannan Canales); one Councilmember for Place 3 – Ward 3 (Atwood C. Kenjura); One Councilmember for Place 5 – At Large (Clint T. Kolby); and one Councilmember for Place 6 – At Large (Leah Cook) to the City Council of the City of Brenham, Texas each for a four-year term.

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 Albert Wright	Yes
Councilmember Clint Kolby	Yes
Councilmember Adonna Saunders	Absent

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Karen Stack
Deputy City Secretary

ORDINANCE NO. O-21-011

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS AMENDING THE FY2020-21 ADOPTED BUDGET; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Brenham, Texas has previously approved a budget for the fiscal year ending September 30, 2021, after having filed the same with the City Secretary and after holding public hearings on same, all after due notice as required by statute; and

WHEREAS, due to unforeseen circumstances and/or conditions, the City Council finds it is necessary to amend the FY2020-21 Budget for municipal purposes;

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Brenham, Texas:

SECTION 1.

That the City Council of the City of Brenham, Texas, does hereby amend the budget for the City of Brenham, Texas for the fiscal year ending September 30, 2021, as shown on Exhibit A.

SECTION II.

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

PASSED and APPROVED on its first reading this the 6th day of May 2021.

PASSED and APPROVED on its second reading this the 20th day of May 2021.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

CITY OF BRENHAM
FY2020-21 ADOPTED BUDGET
BUDGET AMENDMENT #3
EXHIBIT A

FUND	AMENDMENT PAGE #	REVENUES (INC)/DEC	GRANT REVENUES (INC)/DEC	ILA REVENUE (INC)/DEC	TRANSFERS-IN		OPERATING EXPENDITURES		GRANT/BOND		TRANSFERS-OUT INC/(DEC)	NET CHANGE TO FUND (INC)/DEC
					(INC)/DEC	(INC)/DEC	INC/(DEC)	INC/(DEC)	CAP PROJ INC/(DEC)			
122 ELECTRIC FUND POWER SUPPLY	1	-	-	-	-	-	2,303,263	-	-	-	-	2,303,263
110 HOT TAX FUND - COUNTY	2	100,750	-	-	-	-	(80,750)	-	-	-	35,647	55,647
249 TOURISM & MARKETING FUND	3	-	-	-	-	(35,647)	35,647	-	-	-	-	(0)
TOTAL		100,750	-	-	-	(35,647)	2,258,160	-	-	-	35,647	2,358,909



Regular City Council
AGENDA ITEM 6-C.

Agenda Item: Approve a Noise Variance for Brenham Junior High School for an 8th Grade Dance to be Held on May 21, 2021 from 5:00 p.m. - 7:00 p.m. in the Junior High School Parking Lot, and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-May 20, 2021

Department: Administration

Staff Contact: Karen Stack

Classification: Consent

SUMMARY STATEMENT:

Brenham Jr. High School will be holding an 8th Grade Dance on Friday, May 21st in the Junior High School parking lot. The event will be from 7:00 p.m. to 10:00 pm. The dance will feature a live DJ and amplified music; therefore, a noise variance is required.

ATTACHMENTS:

(1) Noise Variance Request

RELEVANCE TO COMPREHENSIVE PLAN:

RECOMMENDED ACTION:

Approve a Noise Variance for Brenham Junior High School for an 8th Grade Dance to be Held on May 21, 2021 from 5:00 p.m. - 7:00 p.m. in the Junior High School Parking Lot, and Authorize the Mayor to Execute Any Necessary Documentation

NOISE VARIANCE REQUEST

Application Fee \$10.00

1. Name of sponsoring organization: Brenham Junior High School
2. Name and address of individual making application on behalf of sponsoring organization: Paul Aschenbeck 1200 Curlee Dr. Brenham, Tx.
3. Purpose of the Event: 8th Grade Dance
4. Location of Event: Parking Lot @ the Brenham JH
5. Date of the event: Friday, May 21st
6. Time of Event: 7:00 pm - 10:00 pm
7. Event Set-up: From: 5:00 pm To: 7:00 pm
Event Clean-up: From: 10:00 pm To: 11:00 pm
8. You are required to describe the following:
 - a) Types of Activities Planned and any additional information specific to this event: We will have a dance in the school parking lot. A DJ will be providing music from 7:00 pm - 10:00 pm
 - b) Bands/Musical Instruments: No
 - c) Sound amplification equipment: DJ with speakers
 - d) Cleanup provisions: Done by host

Paul Aschenbeck
Name of Applicant (Printed or Typed)
[Signature]
Applicant or Authorized Person's Signature

Date: 5-10-21

Phone: 979-451-9531

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

rec'd
5/10/11
KES
\$10
cash



Regular City Council
AGENDA ITEM 6-D.

Agenda Item: Approve an Electrical Distribution Construction Agreement Between the City of Brenham and Techline Construction, LLC in the Amount of \$71, 250.00 for Pole Changeouts and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-May 20, 2021

Department: Public Utilities

Staff Contact: Alton Sommerfield

Classification: Consent

SUMMARY STATEMENT:

Each year the City of Brenham contracts for an Electrical Feeder Upgrade to replace poles and transformers. The replacing of poles and transformers is necessary to protect the integrity of the City's electrical system. This year South Chappell Hill Street (Circuit 140) will be upgraded. Contractor will replace sixteen (16) poles, eight (8) transformers and three (3) horizontal switches beginning on Seelhorst Street and ending on Mansfield St.

The contract is with LCRA and is executed through our Technical Services Agreement between LCRA and the City of Brenham dated October 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 LLC and is not to exceed \$71,250; this total is for Labor and Equipment needed to complete the project. The cost of materials is estimated at \$35,262 for a total project cost of \$106,512.

ATTACHMENTS:

(1) Electrical Distribution Construction Agreement

RELEVANCE TO COMPREHENSIVE PLAN:

Growth Capacity: Continued investment in City-owned utility infrastructure maintenance and upgrades.

RECOMMENDED ACTION:

Staff recommends approving the Electrical Distribution Construction Agreement with Techline Construction LLC in the amount of \$71,250 and Authorize the Mayor to Execute any Necessary Documentation.

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 ("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).

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 Brenham in the form of the Proposal by Techline Construction, LLC to the City of Brenham dated May 7, 2021 (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.

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 A

Construction Drawings {complete title}

City will supply drawings or pictures of all poles to change out.

EXHIBIT B

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

EXHIBIT C

Proposal by Techline Construction, LLC to the City of

Brenham Dated May 7, 2021

Techline Construction estimates the total cost of labor and equipment to complete the project or projects to be known as Chappell Hill Street for the City of Brenham. will be \$66,500.00 not to exceed \$71,250.00. Any added or unusual work will be done by Techline Construction for extra compensation.

City will hydrovac all holes that are to close to underground utilities.

A \$3,000.00 mobilization fee will be added to the total if we are not working for Brenham at the time of the Project.

SIGNATURE PAGE TO ELECTRICAL DISTRIBUTION CONSTRUCTION
AGREEMENT BETWEEN CITY OF Brenham.

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

OWNER

City of _____.

By: _____.

Name: _____.

Title: _____.

Date: _____

Name: _____.



Regular City Council
AGENDA ITEM 7.

Agenda Item: Discuss and Possibly Act Upon a Donation from The Fortnightly Club in the Amount of \$20,000.00 for the Nancy Carol Roberts Memorial Library and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-May 20, 2021

Department: 146- Library

Staff Contact: Andria Heiges

Classification: Regular

SUMMARY STATEMENT:

The Fortnightly Club of Brenham is presenting the Nancy Carol Roberts Memorial Library a check in the amount of \$20,000. This money was raised through fund raising efforts that included book sales and donations from the community. The club works extremely hard every year to support the Library and they were able to raise this large amount of money in spite of limitations due to the COVID-19 pandemic.

ATTACHMENTS:

None

RELEVANCE TO COMPREHENSIVE PLAN:

Goal GP3. Brenham will be COLLABORATIVE by pursuing and maintaining partnerships in all arenas

RECOMMENDED ACTION:

Approve a donation from The Fortnightly Club in the amount of \$20,000.00 for the Nancy Carol Roberts Memorial Library and authorize the Mayor to execute any necessary documentation.



Regular City Council
AGENDA ITEM 8.

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-21-013
Authorizing the Acceptance of Infrastructure Improvements in the
Liberty Village Subdivision, Phase I

Meeting Type: Regular Meeting-May 20, 2021

Department: Development Services

Staff Contact: Stephanie Doland

Classification: Regular

SUMMARY STATEMENT:

The subject property is an approximate 76.9-acre tract of vacant land generally located adjacent to Blue Bell Road, Burleson Street and State Highway 36 North. The subject property was purchased by Continental Homes of Texas, LP and more commonly known as DR Horton, in early 2020 and rezoned to Planned Development District by Council on February 20th, 2020.

Since rezoning the property, the developer has completed infrastructure improvements (water, sanitary sewer, streets, sidewalks, and storm drainage) related to the first phase of the Liberty Village Subdivision. Phase 1 consists of 122 lots for single-family home construction, a neighborhood park, sidewalks on both sides of the street, walking trails, community landscaping and a detention pond. Infrastructure related to the detention pond, entrance landscaping and signage, and neighborhood park shall be retained for ownership and maintenance by the Liberty Village Subdivision Homeowners Association. The public infrastructure improvements have been constructed and inspected according to the City of Brenham ordinances and regulations and are ready for acceptance by the City of Brenham.

ATTACHMENTS:

- (1) Resolution No. R-21-013
- (2) Acceptance of Water and Wastewater
- (3) Acceptance of Streets and Storm
- (4) Maintenance Bond
- (5) Liberty Village Subdivision Plat Recorded

RELEVANCE TO COMPREHENSIVE PLAN:

Strategic Action Priority #3: 'Attract a wider range of residential developers to build within the City.'

RECOMMENDED ACTION:

Approve Resolution No. R-21-013 authorizing the acceptance of infrastructure improvements in the Liberty Village Subdivision, Phase 1

RESOLUTION NO. R-21-013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, AUTHORIZING THE ACCEPTANCE OF CERTAIN PUBLIC IMPROVEMENTS IN THE LIBERTY VILLAGE SUBDIVISION, PHASE 1; AND AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTATION.

WHEREAS, Liberty Village Subdivision, Phase 1, consists of 122 residential Lots, Reserve “A”, Reserve “B” and Common Areas #1- #3, being an approximately 736.91 acre subdivision developed by Continental Homes of Texas, L.P.; and

WHEREAS, water, sewer, street, drainage improvements, and public infrastructure improvements were constructed by the developer; and

WHEREAS, these public infrastructure improvements have been inspected by the City and found to be constructed in accordance with the City’s Standards and Specifications; and

WHEREAS, the City of Brenham desires to formally accept the water, sewer, street, drainage improvements and public infrastructure improvements within the Liberty Village Subdivision, Phase 1.

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

The City of Brenham hereby accepts the water, sewer, street, and drainage improvements in Liberty Village Subdivision, Phase 1, in the City of Brenham, Texas and authorizes the Mayor to execute any necessary documentation.

RESOLVED this 20th day of May, 2021.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



Development Services and Engineering Division

200 W. Vulcan St.
Brenham, Texas 77833

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

April 28, 2021

Continental Homes of Texas, LP
2700 Lakewell Dr.
College Station, Texas 77845

ATTN: Philip Bargas

RE: ACCEPTANCE OF WATER AND WASTEWATER LINES
Liberty Village Phase 1

Dear Mr. Bargas:

Please be advised that the water and wastewater lines in Liberty Village Phase 1 have been accepted by the City of Brenham as shown below:

Water Lines

Associated Street	Side of Street (N/S/E/W)	Beginning		Ending		Length (ft.)	Pipe Size (in.)	Dollar Value
		Lat.	Long.	Lat.	Long.			
Republic	N	N030.19359	W096.416941	N030.180381	W096.416026	489	8	\$32,575
Republic	N	N030.180381	W096.416026	N030.180964	W096.414631	479	8	\$31,909
Fannin	N	N030.179743	W096.416571	N030.178766	W096.415422	510	8	\$33,974
Fannin	N	N030.178766	W096.415422	N030.179928	W096.411480	1315	8	\$87,600
Briscoe	E	N030.180381	W096.416026	N030.179656	W096.415159	382	8	\$25,447
Briscoe	N	N030.179656	W096.415159	N030.180195	W096.412890	753	8	\$50,162
Briscoe	E	N030.180195	W096.412890	N030.179583	W096.412650	235	8	\$15,655
Navarro	E	N030.181248	W096.414763	N030.179921	W096.414261	510	8	\$33,974
McKinney	W	N030.179830	W096.411811	N030.180583	W096.412105	289	8	\$19,252

Wastewater Lines

Associated Street	Side of Street (N/S/E/W)	Beginning		Ending		Length (ft.)	Pipe Size (in.)	Dollar Value
		Lat.	Long.	Lat.	Long.			
Republic	S	N030.180381	W096.415809	N030.180744	W096.414685	388	8	\$22,869
Fannin	W	N030.179465	W096.416434	N030.178683	W096.415250	486	8	\$28,646
Fannin	S	N030.178683	W096.415250	N030.179827	W096.411368	1296	8	\$76,389
Briscoe	W	N030.180319	W096.416170	N030.179558	W096.415038	465	8	\$27,408
Briscoe	S	N030.179558	W096.415038	N030.180126	W096.413112	643	8	\$37,900
Briscoe	W	N030.180126	W096.413112	N030.179422	W096.412742	292	8	\$17,211
Navarro	N	N030.181202	W096.414899	N030.179800	W096.414218	568	8	\$33,479
McKinney	W	N030.179670	W096.411902	N030.180388	W096.412183	276	8	\$16,268

Route Description		Beginning		Ending		Length (ft.)	Pipe Size (in.)	Dollar Value
		Lat.	Long.	Lat.	Long.			
Between Detention and School		N030.179827	W096.411368	N030.179417	W096.411208	157	8	\$9,254
Between School and Burleson		N030.179417	W096.411208	N030.179994	W096.409074	708	8	\$41,731

Date of Acceptance: March 20, 2021

The above-described improvements were reviewed by the City of Brenham Engineering Consultant, Grant Lischka, PE and approved for acceptance on May 20, 2021. The one-year warranty period begins on May 20, 2021 and ends on May 20, 2022 for the infrastructure listed above.

Sincerely,

Stephanie Doland
Director of Development Services



Development Services and Engineering Division

200 W. Vulcan St.
Brenham, Texas 77833

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

May 13, 2021

Continental Homes of Texas, LP
2700 Lakewell Dr.
College Station, Texas 77845

ATTN: Philip Bargas

RE: ACCEPTANCE OF STREETS AND STORM SEWER LINES
Liberty Village, Phase 1

Dear Mr. Bargas:

Please be advised that the streets and storm sewer in Liberty Village Phase 1 have been accepted by the City of Brenham as shown below:

Streets

Associated Street	Traveling Direction	Beginning		Ending		Length (ft.)	Pavement Width (ft.)	Pavement SF	Dollar Value
		Lat.	Long.	Lat.	Long.				
Republic	NE	N030.179099	W096.417116	N030.180269	W096.416015	550	31	17,050	\$281,240
Republic	NE	N030.180269	W096.416015	N030.180864	W096.414680	480	31	14,880	\$245,446
Fannin	SE	N030.179662	W096.416572	N030.178669	W096.415475	504	31	15,624	\$257,718
Fannin	NE	N030.178669	W096.415475	N030.179870	W096.411401	1363	31	42,253	\$696,965
Briscoe	SE	N030.180356	W096.416132	N030.179577	W096.415220	406	31	12,586	\$207,607
Briscoe	NE	N030.179577	W096.415220	N030.180199	W096.413043	728	31	22,568	\$372,260
Briscoe	SE	N030.180199	W096.413043	N030.179485	W096.412706	286	31	8,866	\$146,245
Navarro	SE	N030.181220	W096.414846	N030.179822	W096.414322	536	31	16,616	\$274,082
Navarro	SE	N030.179812	W096.414354	N030.179083	W096.414070	280	31	8,680	\$143,177
McKinney	NW	N030.172206	W096.426044	N030.173354	W096.427008	280	31	8,680	\$143,177

Storm Sewers

Associated Street	Side of Street (N/S/E/W)	Beginning		Ending		Length (ft.)	Pipe Size (in.)	Dollar Value
		Lat.	Long.	Lat.	Long.			
Fannin	N	N30.179932	W96.411368	N30.179871	W96.411570	65	54	\$21,900
Fannin	N	N30.179871	W96.411570	N30.179793	W96.411832	83	48	\$15,561
Fannin	N	N30.179793	W96.411832	N30.179623	W96.412413	189	48	\$35,434
Fannin	N	N30.179623	W96.412413	N30.179546	W96.412672	81	48	\$15,186
Fannin	N	N30.179546	W96.412672	N30.179458	W96.412970	95	30	\$13,701
Fannin	N	N30.179458	W96.412970	N30.179261	W96.413638	218	30	\$31,439
Fannin	N	N30.179261	W96.413638	N30.179144	W96.414036	127	30	\$18,316
Fannin	N	N30.179144	W96.414036	N30.179040	W96.414389	113	30	\$16,297

Fannin	N	N30.179040	W96.414389	N30.178793	W96.415227	275	30	\$39,660
Fannin	N	N30.178793	W96.415227	N30.178743	W96.415455	69	24	\$7,961
Fannin	N	N30.178743	W96.415455	N30.178857	W96.415607	58	24	\$6,692
Fannin	N	N30.178857	W96.415607	N30.179217	W96.416005	179	18	\$16,780
Fannin	N	N30.179217	W96.416005	N30.179505	W96.416323	145	15	\$11,501
Fannin	N	N30.179505	W96.416323	N30.179717	W96.416589	114	15	\$9,042
Fannin	Across	N30.179871	W96.411570	N30.179785	W96.411535	31	15	\$2,459
Fannin	Across	N30.179623	W96.412413	N30.179533	W96.412378	31	15	\$2,459
Fannin	Across	N30.179261	W96.413638	N30.179172	W96.413604	31	15	\$2,459
Fannin	Across	N30.179040	W96.414389	N30.178951	W96.414355	31	15	\$2,459
Fannin	Across	N30.178793	W96.415227	N30.178704	W96.415193	31	15	\$2,459
Fannin	Across	N30.178857	W96.415607	N30.178792	W96.415684	31	15	\$2,459
Fannin	Across	N30.179217	W96.416005	N30.179153	W96.416082	31	15	\$2,459

Associated Street	Side of Street (N/S/E/W)	Beginning		Ending		Length (ft.)	Pipe Size (in.)	Dollar Value
		Lat.	Long.	Lat.	Long.			
McKinney	E	N30.179793	W96.411832	N30.179876	W96.411866	27	18	\$2,531
McKinney	E	N30.179876	W96.411866	N30.180292	W96.412026	155	15	\$12,295
McKinney	Across	N30.179876	W96.411866	N30.179847	W96.411966	31	15	\$2,459
McKinney	Across	N30.180292	W96.412026	N30.180271	W96.412134	31	15	\$2,459

Associated Street	Side of Street (N/S/E/W)	Beginning		Ending		Length (ft.)	Pipe Size (in.)	Dollar Value
		Lat.	Long.	Lat.	Long.			
Briscoe	E	N30.179546	W96.412672	N30.179719	W96.412738	62	48	\$11,624
Briscoe	E	N30.179719	W96.412738	N30.180139	W96.412901	156	48	\$29,247
Briscoe	Across	N30.180139	W96.412901	N30.180168	W96.413320	127	48	\$23,810
Briscoe	N	N30.180168	W96.413320	N30.179938	W96.414100	256	48	\$47,996
Briscoe	N	N30.179938	W96.414100	N30.179884	W96.414283	56	48	\$10,499
Briscoe	N	N30.179884	W96.414283	N30.179813	W96.414525	76	24	\$8,768
Briscoe	N	N30.179813	W96.414525	N30.179644	W96.415187	215	24	\$24,805
Briscoe	N	N30.179644	W96.415187	N30.179746	W96.415360	66	24	\$7,615
Briscoe	N	N30.179746	W96.415360	N30.179936	W96.415570	96	18	\$8,999
Briscoe	N	N30.179936	W96.415570	N30.180224	W96.415889	143	18	\$13,405
Briscoe	N	N30.180224	W96.415889	N30.180384	W96.416103	84	18	\$7,874
Briscoe	Thru Park	N30.179936	W96.415570	N30.180108	W96.415081	167	18	\$15,655
Briscoe	Across	N30.179719	W96.412738	N30.179689	W96.412841	31	15	\$2,459
Briscoe	Across	N30.180168	W96.413320	N30.180078	W96.413284	31	15	\$2,459
Briscoe	Across	N30.179813	W96.414525	N30.179723	W96.414492	31	15	\$2,459
Briscoe	Across	N30.179746	W96.415360	N30.179681	W96.415438	31	15	\$2,459

		Beginning	Ending	Length		
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Associated Street	Side of Street (N/S/E/W)	Lat.	Long.	Lat.	Long.	(ft.)	Pipe Size (in.)	Dollar Value
Navarro	E	N30.179884	W96.414283	N30.180269	W96.414404	142	48	\$26,623
Navarro	E	N30.180269	W96.414404	N30.180678	W96.414536	154	42	\$26,651
Navarro	E	N30.180678	W96.414536	N30.180926	W96.414650	97	42	\$16,787
Navarro	E	N30.180926	W96.414650	N30.181124	W96.414743	75	42	\$12,980
Navarro	E	N30.181124	W96.414743	N30.181238	W96.414794	44	42	\$7,615
Navarro	Across	N30.180269	W96.414404	N30.180244	W96.414510	31	15	\$2,459
Navarro	Across	N30.180678	W96.414536	N30.180647	W96.414639	31	15	\$2,459
Navarro	Across	N30.181124	W96.414743	N30.181089	W96.414843	31	15	\$2,459
Navarro	E	N30.179144	W96.414036	N30.179272	W96.414085	44	15	\$3,490
Navarro	Across	N30.179272	W96.414085	N30.179242	W96.414188	31	15	\$2,459

Associated Street	Side of Street (N/S/E/W)	Beginning		Ending		Length (ft.)	Pipe Size (in.)	Dollar Value
		Lat.	Long.	Lat.	Long.			
Republic	N	N30.180926	W96.414650	N30.180745	W96.415165	176	18	\$16,498
Republic	N	N30.180745	W96.415165	N30.180580	W96.415633	160	15	\$12,691
Republic	Across	N30.180745	W96.415165	N30.180657	W96.415124	31	15	\$2,459

Date of Acceptance: March 20, 2021

The above-described improvements were reviewed by the City of Brenham Engineering Consultant, Grant Lischka, PE and approved for acceptance on May 20, 2021. The one-year warranty period begins on May 20, 2021 and ends on May 20, 2022 for the infrastructure listed above.

Sincerely,

Stephanie Doland
Director of Development Services

Maintenance Bond

Bond No. 7901063596

THE STATE OF TEXAS §
 § KNOW ALL MEN BY
COUNTY OF WASHINGTON § THESE PRESENTS:

THAT Continental Homes of Texas, L.P. dba D.R. Horton, Inc., of Bell County, Texas, hereinafter called Principal, and Nationwide Mutual Insurance Company, a Corporation organized under the laws of the State of Ohio and authorized to do business in the State of Texas, hereinafter called "Surety," are held and firmly bound unto the City of Brenham, Texas, a Municipal Corporation, in Washington County, Texas, hereinafter called "City," in the penal sum of Three Hundred Forty Thousand Nine Hundred Sixty One and 88/100 (\$340,961.88), lawful money of the United States, the said sum being ten percent (10%) of the total amount of the hereinafter mentioned contract, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

THE Condition of this Obligation is such that the Principal entered into a certain contract with the Contractor for the construction of certain public infrastructure improvements, and the City (as Obligee), requires a guarantee from the Principal against defective materials and workmanship in connection with that contract and the maintenance and repair of said public infrastructure improvements; and

WHEREAS, the Principal entered into a certain contract with Contractor, dated as of the 10th day of May, 2021, in the proper performance of which the City of Brenham, Texas, has an interest, a copy of which is hereto attached and made a part hereof, for the construction of: Streets, Water, Sewers, Drainage in Liberty Village, Phase 1

NOW, THEREFORE, if the Principal shall well, truly, and faithfully maintain and keep in good repair the work contracted to be done and performed for a period of two (2) years from the date of acceptance in writing by the City of Brenham and do all necessary work and repair of any defective conditions growing out of or arising from the improper work of the same, including, but not limited to, any settling, breaking, cracking or other defective condition of any of the work or part thereof arising from improper excavation, backfilling, compacting or any other cause or condition, known or unknown, at any time during the period of this bond, which the city engineer, whose judgment shall be final and conclusive, determines to be the result of defective work, materials or labor; then this obligation shall be void, otherwise to remain in full force and effect.

In case the said Principal shall fail to maintain, repair or reconstruct any defective condition of the work as determined herein, it is agreed that the City may do said work and supply such materials as necessary and charge the sum against the said Principal and Surety on this obligation.

It is further agreed that this obligation shall be a continued one against the Principal and Surety and that successive recoveries may be had hereon for successive breaches of the conditions herein provided until the full amount of this bond shall have been exhausted, and it is further understood that the obligation to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or in any manner affected from any cause

during said time.

PROVIDED, further, that if any legal action be filed on this bond, venue shall lie in Washington County, Texas.

IN WITNESS WHEREOF, this instrument is executed in triplicate, each one of which shall be deemed an original, this the 6th day of May, 2021.

PRINCIPAL

SURETY

Continental Homes of Texas, L.P. dba
D.R. Horton, Inc.

Nationwide Mutual Insurance Company

By: 
Philip Bargas, Assistant Secretary

By: 
Dawn L. Morgan, ATTORNEY-IN-FACT

ATTEST:


SECRETARY

NOTE: POWER OF ATTORNEY OF SURETY MUST BE ATTACHED. DATE OF BOND
MUST NOT BE PRIOR TO DATE OF CONTRACT.

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

Dawn L. Morgan

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of: **Unlimited**

Surety Bond Number 7901063596

Principal Continental Homes of Texas, L.P.
Obligee City of Brenham

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27th day of February, 2019.



Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company



ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 27th day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Suzanne C. Delio
Notary Public, State of New York
No. 02DE6126649
Qualified in Westchester County
Commission Expires September 16, 2021

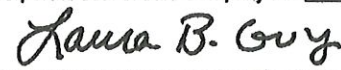


Notary Public
My Commission Expires
September 16, 2021

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 6rd day of May, 2021.



Assistant Secretary

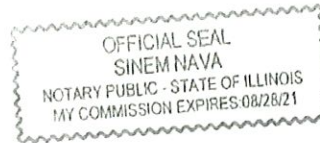
State of Illinois }
 } ss.
County of DuPage }

On May 6, 2021, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Dawn L. Morgan known to me to be Attorney-in-Fact of Nationwide Mutual Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

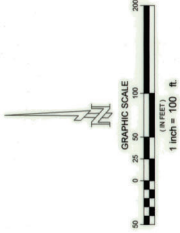
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires August 28, 2021

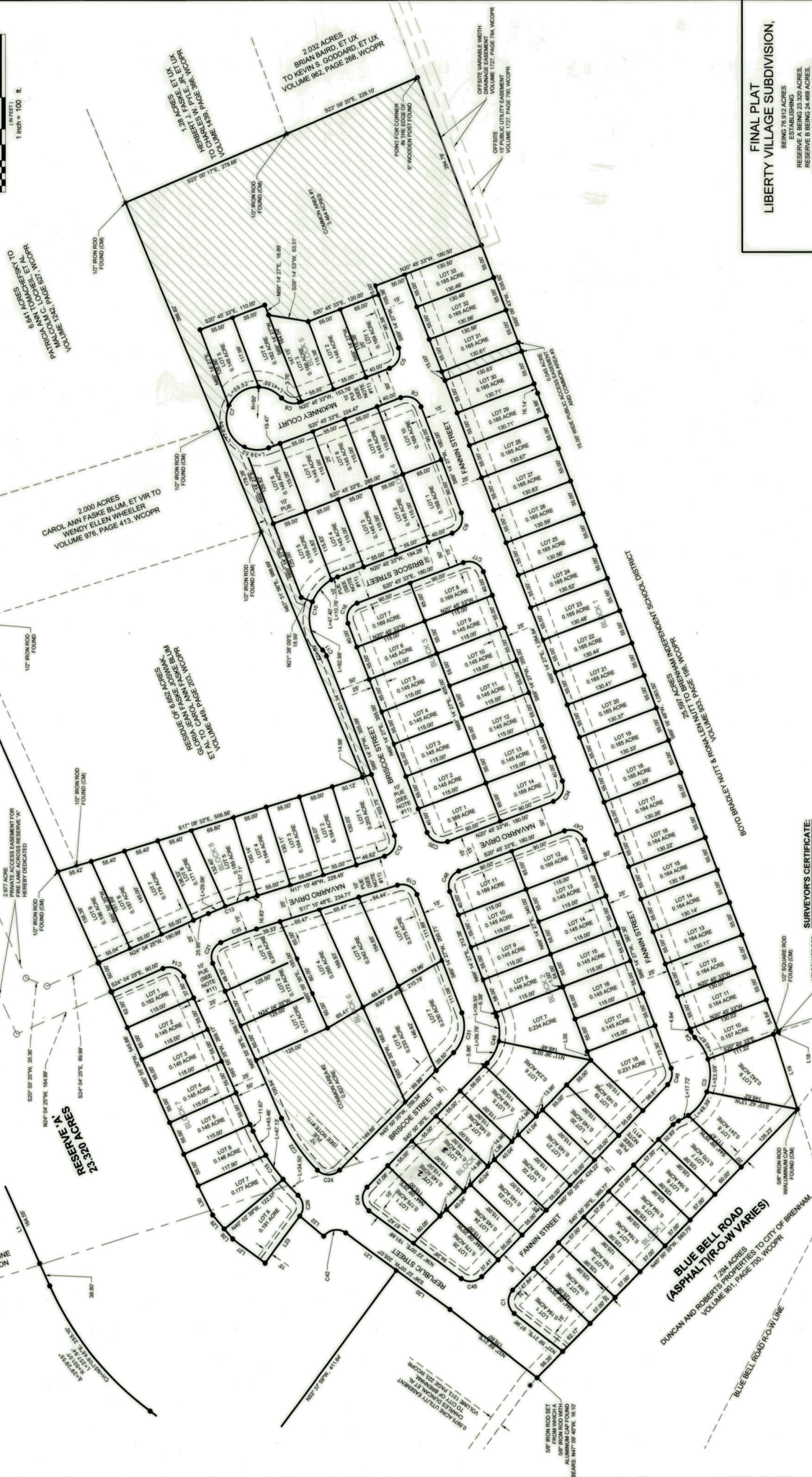
Sinem Nava
Sinem Nava, Notary Public



Commission No. 859777



- LEGEND**
- 5/8" IRON ROD SET (UNLESS STATED OTHERWISE)
 - POINT FOR CORNER
 - PUBLIC UTILITY EASEMENT (UNLESS STATED OTHERWISE)
 - BUILDING SETBACK LINE
 - COMMON AREA



FINAL PLAT
LIBERTY VILLAGE SUBDIVISION,
BEING 76.912 ACRES
RESERVE 8 BEING 24.488 ACRES,
AND PHASE ONE BEING 24.124 ACRES,
CONSIDERED AS ONE TRACT OF LAND,
COMMON AREA 43 BEING 0.042 ACRES,
AND 112 LOTS IN BLOCKS 1-8
IN THE PHILIP COE SURVEY, A-31 &
ARRABELLA HARRINGTON SURVEY, A-55
WASHINGTON COUNTY, TEXAS

JOHNSON & PACE INCORPORATED
1201 E. 10TH STREET, SUITE 100, DALLAS, TEXAS 75203
(972) 743-0000 FAX (972) 743-0000
WWW.JPACINC.COM
TERRY F. 4891

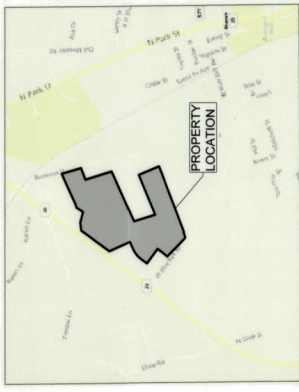


SURVEYOR'S CERTIFICATE:
I HEREBY CERTIFY THIS PLAT AS A REPRESENTATION OF A SURVEY MADE ON THE GROUND
UNDER MY SUPERVISION, BEING ALL OF A 76.912 ACRES, THAT IT REFLECTS THE FACTS AS
KNOWN BY ME AND THE INSTRUMENTS AND METHODS EMPLOYED, AND THAT I AM A
LICENSED PROFESSIONAL LAND SURVEYOR, AS AUTHORIZED BY THE
TEXAS BOARD OF PROFESSIONAL LAND SURVEYING, AS AUTHORIZED BY THE
PROFESSIONAL LAND SURVEYING PRACTICES ACT, (ART. 5292C, V.T.C.S.)

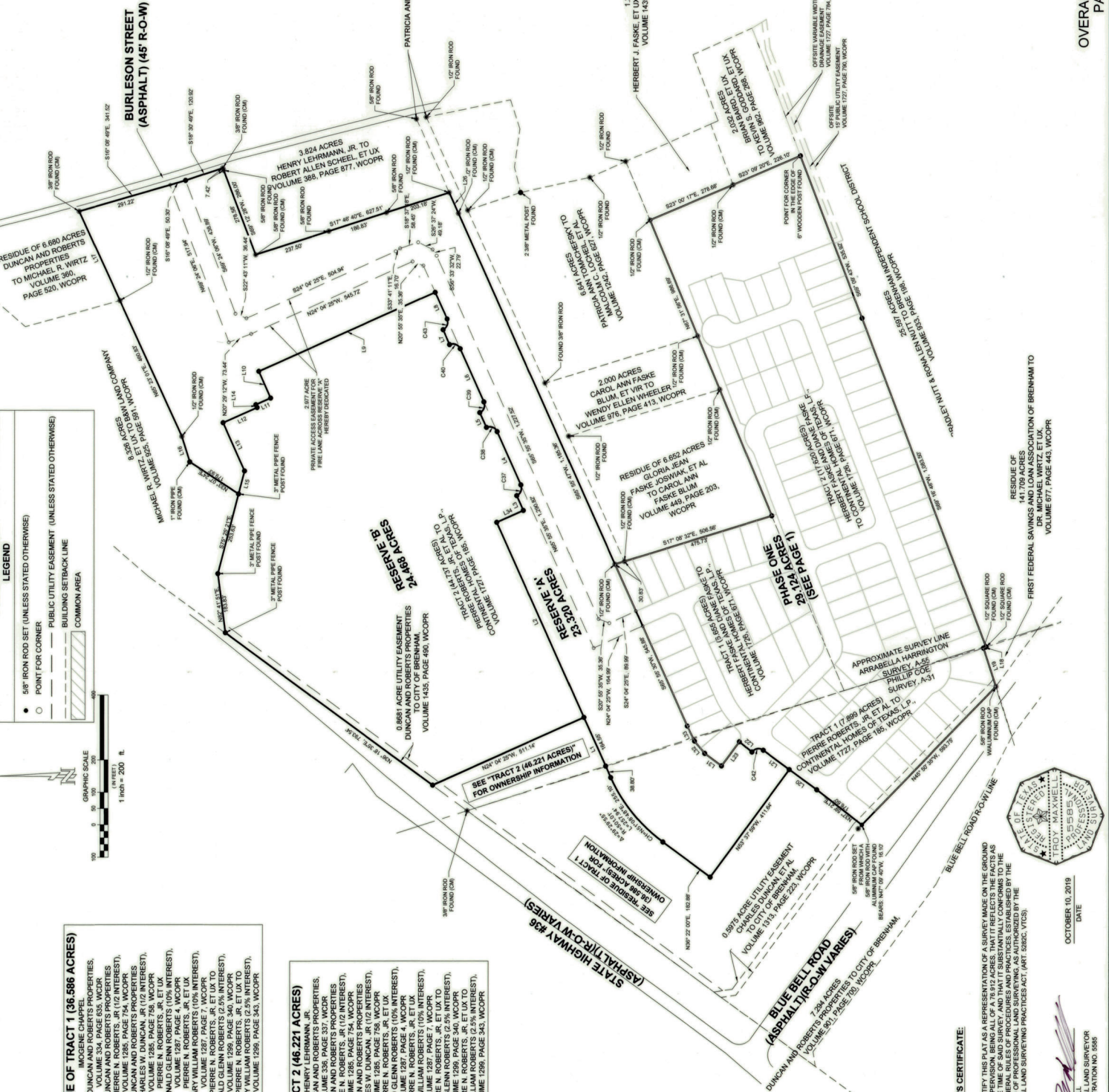
Troy Maxwell
TROY MAXWELL
PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5595
OCTOBER 10, 2019
DATE

RESERVE OF
FIRST FEDERAL SAVINGS AND LOAN
ASSOCIATION OF BRENNHAM TO
ASSOCIATION OF BRENNHAM TO
ASSOCIATION OF BRENNHAM TO
VOLUME 677, PAGE 443, WCOPR

BLUE BELL ROAD
(ASPHALT/GR-OW VARIES)
7.284 ACRES
DUNCAN AND ROBERTS' INTERESTS TO CITY OF BRENNHAM
VOLUME 671, PAGE 704, WCOPR



KEY MAP
SCALE: 1"=2000'



FINAL PLAT LIBERTY VILLAGE SUBDIVISION

BEING 78.912 ACRES
RESERVE 1 BEING 0.000 ACRES
AND PHASE ONE BEING 26.124 ACRES.
CONSISTING OF COMMON AREA #1 BEING 0.827 ACRE,
COMMON AREA #2 BEING 0.000 ACRE,
COMMON AREA #3 BEING 0.045 ACRE,
AND 112 LOTS IN BLOCKS 1-8
IN THE PHILIP COE SURVEY, A-31 &
ARRABELLA HARRINGTON SURVEY, A-35
WASHINGTON COUNTY, TEXAS

JOHNSON & PACE INCORPORATED
1201 WEST 10TH STREET, SUITE 1000
DALLAS, TEXAS 75204
WWW.JPACESURVEYING.COM
TEL: 972.400.4000
TOLL FREE: 1-800-444-4000
TYPE: F-4891

OVERALL SUBDIVISION
PAGE 2 OF 3

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THIS PLAT AS A REPRESENTATION OF A SURVEY MADE ON THE GROUND
AND THAT THE SURVEY WAS MADE IN ACCORDANCE WITH THE RULES AND PRACTICES
ESTABLISHED BY THE BOARD OF SURVEYING AND MAPPING, TEXAS, AND THAT IT SUBSTANTIALLY CONFORMS TO THE
GENERAL RULES OF SURVEYING AND PRACTICES ESTABLISHED BY THE BOARD OF SURVEYING AND MAPPING, TEXAS, AND THAT IT SUBSTANTIALLY CONFORMS TO THE
PROFESSIONAL LAND SURVEYING PRACTICES ACT, (ART. 1250C, V.T.C.S.)

OCTOBER 10, 2019
DATE

Troy Maxwell
TROY MAXWELL
REGISTERED LAND SURVEYOR
TEXAS REGISTRATION NO. 15485



12. THE PURPOSE OF THIS FINAL PLAT IS TO SUBDIVIDE THIS 76.912 ACRES INTO 112 LOTS, 2 RESERVE TRACTS, 3 COMMON AREAS, AND 8 BLOCKS.

MAR. 8. 2020	BOOK N/A. PG N/A	DRAWN BY: MOL	JOB #4434-002
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CURVE	DELTA	RADIUS	LENGTH	CHORD DIRECTION		CHORD
				CHORD	DELTA	
C24	000°57'55"	25.00	39.62	N00°25'37"W	35.60	
C25	001°00'00"	25.00	39.27	S00°45'25"E	35.36	
C26	001°00'00"	25.00	39.27	S00°45'25"E	35.36	
C27	000°00'00"	25.00	39.27	S00°45'25"E	35.36	
C28	000°00'00"	25.00	39.27	S00°45'25"E	35.36	
C29	000°00'00"	25.00	39.27	S00°45'25"E	35.36	
C30	000°00'00"	25.00	39.27	S00°45'25"E	35.36	
C31	001°42'54"	60.00	67.86	N01°20'35"E	35.36	64.47
C32	001°42'54"	60.00	67.86	N01°20'35"E	35.36	
C33	001°42'54"	60.00	67.86	N01°20'35"E	35.36	
C34	000°00'00"	25.00	39.27	S00°45'25"E	35.36	
C35	000°00'00"	25.00	39.27	S00°45'25"E	35.36	
C36	000°00'00"	25.00	39.27	S00°45'25"E	35.36	
C37	000°00'00"	25.00	39.27	S00°45'25"E	35.36	
C38	000°00'00"	25.00	39.27	S00°45'25"E	35.36	
C39	000°00'00"	25.00	39.27	S00°45'25"E	35.36	
C40	000°00'00"	25.00	39.27	S00°45'25"E	35.36	
C41	000°00'00"	25.00	39.27	S00°45'25"E	35.36	
C42	000°00'00"	25.00	39.27	S00°45'25"E	35.36	
C43	000°00'00"	25.00	39.27	S00°45'25"E	35.36	
C44	000°00'00"	25.00	42.87	N00°15'45"E	37.68	
C45	002°12'25"	25.00	38.07	N04°41'17"W	33.87	
C46	004°18'00"	25.00	28.33	N07°10'40"W	28.83	
C47	004°18'00"	25.00	28.33	N07°10'40"W	28.83	
C48	000°00'00"	25.00	39.27	S00°45'25"E	35.36	
C49	000°00'00"	25.00	39.27	S00°45'25"E	35.36	
C40	004°18'58"	70.00	79.31	S70°10'40"E	75.14	

COATED THIS 27th July DAY OF 2020.

WFB
CHAIRPERSON OF THE COMMISSION
Calvin Kossie
SECRETARY



Regular City Council
AGENDA ITEM 9.

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-21-014 Authorizing the Acceptance of Infrastructure Improvements in the Overlook Estates Subdivision, Phase 4

Meeting Type: Regular Meeting-May 20, 2021

Department: Development Services

Staff Contact: Stephanie Doland

Classification: Regular

SUMMARY STATEMENT:

The subject property is an approximate 11.30-acre tract of land east of Old Masonic Road and north of Ava Drive. The property was subdivided in May 2020 into eleven (11) lots for the development of single-family homes.

Since subdividing the property the developer, DSW Homes, LLC has completed infrastructure improvements (water, sanitary sewer, streets, sidewalks, and storm drainage) for the 11-lot single-street development. Additionally, the developer has completed the construction of ten (10) homes along the south side of Gavin Drive. Sidewalks are included along the Gavin Drive cul-de-sac and a retention pond was constructed to be maintained in perpetuity by the Overlook Estates Phase 4 Homeowners Association. The public infrastructure improvements have been constructed and inspected according to the City of Brenham ordinances and regulations and are ready for acceptance by the City of Brenham.

ATTACHMENTS:

- (1) Resolution No. R-21-014
- (2) Water and Sanitary Sewer Acceptance Letter
- (3) Streets and Storm Acceptance Letter
- (4) Maintenance Bond Overlook Estates PH 4
- (5) Subdivision Plat Overlook Estates PH 4

RELEVANCE TO COMPREHENSIVE PLAN:

Strategic Action Priority #3: 'Attract a wider range of residential developers to build within the City.'

RECOMMENDED ACTION:

Approve Resolution No. R-21-014 authorizing the acceptance of infrastructure improvements in the Overlook Estates Subdivision, Phase 4.

RESOLUTION NO. R-21-014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, AUTHORIZING THE ACCEPTANCE OF CERTAIN PUBLIC IMPROVEMENTS IN THE OVERLOOK ESTATES SUBDIVISION, PHASE 4; AND AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTATION.

WHEREAS, Overlook Estates Subdivision, Phase 4, consists of 11 residential Lots, and Reserve “D”, being an approximately 11.30 acre subdivision developed by DSW Homes, Inc.; and

WHEREAS, water, sewer, street, drainage improvements, and public infrastructure improvements were constructed by the developer; and

WHEREAS, these public infrastructure improvements have been inspected by the City and found to be constructed in accordance with the City’s Standards and Specifications; and

WHEREAS, the City of Brenham desires to formally accept the water, sewer, street, drainage improvements and public infrastructure improvements within the Overlook Estates Subdivision, Phase 4.

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

The City of Brenham hereby accepts the water, sewer, street, and drainage improvements in Overlook Estates Subdivision, Phase 4, in the City of Brenham, Texas and authorizes the Mayor to execute any necessary documentation.

RESOLVED this 20th day of May, 2021.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



Development Services and Engineering Division

200 W. Vulcan St.
Brenham, Texas 77833

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

May 6, 2021

Beau Yarbrough
DSW Homes
502 20th Street Galveston, TX

RE: ACCEPTANCE OF Water and Wastewater Lines
Overlook Estates Phase 4, SME Project No: 19-268

Dear Mr. Yarbrough:

Please be advised that the water and sanitary sewer lines in Overlook Estates Phase 4 have been accepted by the City of Brenham as shown below:

Water Lines:

Associated Street	Side of Street	Beginning		Ending		Length (ft.)	Pipe Size (in.)	Dollar Value
		Lat.	Long.	Lat.	Long.			
Gavin Dr	N Main to Fh1	N019.205794	W094.303643	N019.205794	W094.303631	9	8	\$791
Gavin Dr	N Fh1 to Fh2	N019.205794	W094.303631	N019.205743	W094.303260	363	8	\$31,929
Gavin Dr	Across fh2 to bend	N019.205743	W094.303260	N019.205703	W094.302978	277	8	\$21,364
Gavin Dr	E bend to FV	N019.205703	W094.302978	N019.205693	W094.302969	13	8	\$1,143

Sanitary Sewer Lines:

Associated Street	Side of Street	Beginning		Ending		Length (ft.)	Pipe Size (in.)	Dollar Value
		Lat.	Long.	Lat.	Long.			
Gavin Dr	Across to main	N019.205853	W094.303198	N019.205690	W094.303223	165	8	\$17,490
Gavin Dr	S	N019.205730	W094.303515	N019.205690	W094.303223	283	8	\$29,998
Gavin Dr	S	N019.205690	W094.303223	N019.205670	W094.303086	131	8	\$13,886

Date of Acceptance: March 20, 2021

The above-described improvements were reviewed by the City of Brenham Engineering Consultant, Grant Lischka, PE and approved for acceptance on May 20, 2021. The one-year warranty period begins on May 20, 2021 and ends on May 20, 2022 for the infrastructure listed above.

Sincerely,

Stephanie Doland
Director of Development Services

cc. Marcus J. Michna, P.E.

P.O. Box 1059 ★ 200 W. Vulcan Street ★ Brenham, Texas 77834 ★ 979-337-7200 ★ www.cityofbrenham.org

An Equal Opportunity Employer



Development Services and Engineering Division

200 W. Vulcan St.
Brenham, Texas 77833

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

May 6, 2021

Beau Yarbrough
DSW Homes
502 20th Street Galveston, TX

RE: ACCEPTANCE OF STREETS AND STORM SEWER
Overlook Estates Phase 4, SME Project No: 19-268

Dear Mr. Yarbrough:

Please be advised that the streets and storm sewer in Overlook Estates Phase 4 have been accepted by the City of Brenham as shown below:

Streets:

Associated Street	Traveling Direction	Beginning		Ending		Length (ft.)	Pavement Width (ft.)	Pavement SF	Dollar Value
		Lat.	Long.	Lat.	Long.				
Gavin Drive	E	N019.205774	W094.303653	N019.205696	W094.303030	615	31	25,128	\$190,538

Storm Sewer:

Associated Street	Side of Street	Beginning		Ending		Length (ft.)	Pipe Size (in.)	Dollar Value
		Lat.	Long.	Lat.	Long.			
Gavin Dr	Across	N019.205681	W094.303102	N019.205713	W094.303097	30	24	\$2,700
Gavin Dr	N	N019.205713	W094.303097	N019.205724	W094.303096	8	24	\$720
Gavin Dr	Across	N019.205724	W094.303096	N019.205706	W094.302973	116	24	\$10,440
Gavin Dr	E to Pond	N019.205706	W094.302973	N019.205622	W094.302821	169	24	\$15,210
Pond to JB	N	N019.205615	W094.302766	N019.205657	W094.302753	45	18	\$3,015
JB to outfall	N	N019.205657	W094.302753	N019.205783	W094.302713	134	18	\$8,978

Date of Acceptance: March 20, 2021

The above-described improvements were reviewed by the City of Brenham Engineering Consultant, Grant Lischka, PE and approved for acceptance on May 20, 2021. The one-year warranty period begins on May 20, 2021 and ends on May 20, 2022 for the infrastructure listed above.

Sincerely,

Stephanie Doland
Director of Development Services

cc. Marcus J. Michna, P.E.

P.O. Box 1059 ★ 200 W. Vulcan Street ★ Brenham, Texas 77834 ★ 979-337-7200 ★ www.cityofbrenham.org

An Equal Opportunity Employer

Maintenance Bond

THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF WASHINGTON §

THAT DSW Homes, LLC, of Galveston County, Texas, hereinafter called Principal, and Washington International Insurance Company, a Corporation organized under the laws of the State of New Hampshire and authorized to do business in the State of Texas, hereinafter called "Surety," are held and firmly bound unto the City of Brenham, Texas, a Municipal Corporation, in Washington County, Texas, hereinafter called "City", as Obligee, in the penal sum of Fifty-Seven Thousand Two Hundred Eighty Dollars and 15/100*** (\$ 57,280.15***), lawful money of the United States, the said sum being ten percent (10%) of the total amount of the hereinafter mentioned contract, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

THE Condition of this Obligation is such that:

WHEREAS, the Principal entered into a certain contract with the City of Brenham, Texas, dated as of the 1st day of June, 2020, in the proper performance of which the City of Brenham, Texas, has an interest, a copy of which is hereto attached and made a part hereof, for the construction of: Full Installation of Water Distribution System, Sanitary Sewer System, Storm Sewer System and Roadway & Pavement.

NOW, THEREFORE, if the Principal shall well, truly, and faithfully maintain and keep in good repair the work contracted to be done and performed for a period of one (1) year from the date of acceptance in writing by the City of Brenham and do all necessary work and repair of any defective conditions growing out of or arising from the improper work of the same, including, but not limited to, any settling, breaking, cracking or other defective condition of any of the work or part thereof arising from improper excavation, backfilling, compacting or any other cause or condition, known or unknown, at any time during the period of this bond, which the city engineer, whose judgment shall be final and conclusive, determines to be the result of defective work, materials or labor; then this obligation shall be void, otherwise to remain in full force and effect.

In case the said Principal shall fail to maintain, repair or reconstruct any defective condition of the work as determined herein, it is agreed that the City may do said work and supply such materials as necessary and charge the sum against the said Principal and Surety on this obligation.

It is further agreed that this obligation shall be a continued one against the Principal and Surety and that successive recoveries may be had hereon for successive breaches of the conditions herein provided until the full amount of this bond shall have been exhausted, and it is further understood that the obligation to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or in any manner affected from any cause during said time.

PROVIDED, further, that if any legal action be filed on this bond, venue shall lie in Washington County, Texas.

IN WITNESS WHEREOF, this instrument is executed in triplicate, each one of which shall be deemed an original, this the 13th day of April, 2021.

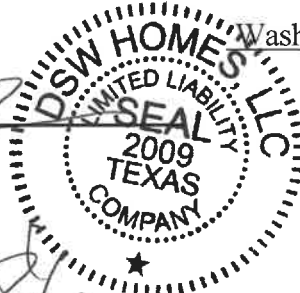
PRINCIPAL

SURETY

DSW Homes, LLC

By: _____

[Signature]



Washington International Insurance Company

By: _____

[Signature]

Donna Weinel, Attorney-in-Fact

ATTEST:

[Signature]

SECRETARY

NOTE: POWER OF ATTORNEY OF SURETY MUST BE ATTACHED. DATE OF BOND MUST NOT BE PRIOR TO DATE OF CONTRACT.

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

MARK SMITH, JOE BLACKSHEAR, JR., A.A. SHOTWELL, BETTY BUSH
DONNA WEINEL, G.C. BLYSTONE, JR., CHARMAINE WALLACE AND CHASE WORTHAM

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By 
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By 
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 26th day of February, 2019.

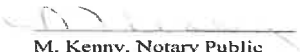
North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook

ss:

On this 26th day of February, 2019, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.




M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 13th day of April, 2021.


Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

**North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation**

CLAIMS INFORMATION

IMPORTANT NOTICE

In order to obtain information or make a complaint:

You may contact **Jeffrey Goldberg, Vice President**
– Claims at 1-800-338-0753

You may call **Washington International Insurance Company and/or North American Specialty Insurance Company's and/or Westport Insurance Corporation** toll-free number for information or to make a complaint at:

1-800-338-0753

You may also write to **Washington International Insurance Company and/or North American Specialty Insurance Company and/or Westport Insurance Corporation** at the following address:

**1200 Main Street
Suite 800
Kansas City, MO 64105**

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the **Washington International Insurance Company and/or North American Specialty Insurance Company and/or Westport Insurance Corporation**.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

ADVISO IMPORTANTE

Para obtener informacion o para someter un queja:

Puede comunicarse con **Jeffrey Goldberg, Vice President** – Claims, al 1-800-338-0753

Usted puede llamar al numero de telefono gratis de **Washington International Insurance Company and/or North American Specialty Insurance Company's and/or Westport Insurance Corporation** para informacion o para someter una queja al:

1-800-338-0753

Usted tambien puede escribir a **Washington International Insurance Company and/or North American Specialty Insurance Company and/or Westport Insurance Corporation** al:

**1200 Main Street
Suite 800
Kansas City, MO 64105**

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el **Washington International Insurance Company and/or North American Specialty Insurance Company and/or Westport Insurance Corporation**.

UNA ESTE AVISO A SU POLIZA

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Beth A. Rothmrel
Washington County, Texas
County Clerk



Regular City Council
AGENDA ITEM 10.

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-21-015 Amending Resolution No. R-09-022 Establishing the Commencement Time for Regular City Council Meetings

Meeting Type: Regular Meeting-May 20, 2021

Department: Administration

Staff Contact: James Fisher

Classification: Regular

SUMMARY STATEMENT:

The time of City Council meetings was discussed during Work Session at the May 6, 2021 City Council meeting. After much discussion and deliberation, it was determined that the Council meeting start time should be changed from 1:00 p.m. to 3:30 p.m. to better accommodate citizens wanting to attend.

The new Resolution amends the Council meeting start time to 3:30 p.m. as directed by City Council; however, it does still allow the Mayor and/or City Council to modify the meeting date and/or time as needed.

ATTACHMENTS:

(1) Resolution No. R-21-015

RELEVANCE TO COMPREHENSIVE PLAN:

RECOMMENDED ACTION:

Approve Resolution No. R-21-015 amending Resolution No. R-09-022 establishing the commencement time for regular City Council meetings.

RESOLUTION NO. R-21-015

A RESOLUTION AMENDING RESOLUTION NO. R-09-022 ESTABLISHING THE COMMENCEMENT TIME FOR REGULAR COUNCIL MEETINGS

WHEREAS, the Brenham Special Charter, Article III, The City Council, Section 13 states that the City Council “shall meet at such time as prescribed by ordinance or resolution”; and

WHEREAS, the City Council desires to amend Resolution No. R-09-022 approved by Council on October 1, 2009; and

WHEREAS, the City Council desires to allow for the modification of the date and/or time for regular council meetings by action of the Mayor or City Council;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brenham, Texas that:

Section 1: Pursuant to Brenham Municipal Special Charter, Article III, Section 13, the City Council hereby establishes 3:30 p.m. on the first and third Thursday of each month as the commencement time for regular City Council meetings.

Section 2: The first and third Thursday of each month shall be the meeting dates for regular City Council meetings; however, by order of the Mayor or by action of the City Council, the meeting date and/or time may be adjusted and the modified meeting date and/or time shall be posted in accordance with state law.

Section 3: All previous Resolutions providing for the commencement time for regular City Council meetings and enacted prior to Resolution No. R-09-022 are hereby repealed.

Section 4: This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED this 20th day of May 2021.

ATTEST:

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary



Regular City Council
AGENDA ITEM 11.

Agenda Item: Discuss and Possibly Act Upon an Engagement Agreement Between the City of Brenham and Bickerstaff Heath Delgado Acosta, LLP Related to Redistricting Services for the City of Brenham and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-May 20, 2021

Department: Administration

Staff Contact: Jeana Bellinger

Classification: Regular

SUMMARY STATEMENT:

The U.S. Census establishes the City's official population once every ten years. Under the one person, one vote requirement of the US Constitution, there can not be more than a 10% deviation in population between the least populated ward and the most populated ward. Therefore, as the City's population grows, it may trigger a requirement to adjust the boundary lines of our four wards. This process is called redistricting.

The process of redistricting is a very complex and lengthy process. The redistricting process starts with the receipt of census data from the Federal government, compiling that data into ward-specific analysis based on total population, voting age population, and racial or language minority groups, calculating the deviation between wards (-10%), and then adjusting the ward boundaries as needed. During the redistricting process there will be publications, public hearings, and work sessions. The final redistricting plan will be approved by Council by ordinance.

As I stated previously, the redistricting process should occur every 10 years. The City should have gone through the redistricting process in 2020; however, due to COVID, Census Bureau information was delayed therefore postponing our redistricting efforts. According to the Census Bureau, they will be releasing state population data by August 16, 2021 so we will be able to start our redistricting process soon.

The City's last redistricting effort was done in 2010 by Bickerstaff Heath Delgado Acosta, LLP (Bickerstaff). Bickerstaff also did the City's 2000 redistricting. Therefore, it is staff's recommendation that we contract with Bickerstaff again for the 2022 redistricting effort.

ATTACHMENTS:

-
- (1) Engagement Agreement
 - (2) Redistricting: What You Need To Know

RELEVANCE TO COMPREHENSIVE PLAN:

RECOMMENDED ACTION:

Approve an Engagement Agreement between the City of Brenham and Bickerstaff Heath Delgado Acosta, LLP related to redistricting services for the City of Brenham and authorize the Mayor to execute any necessary documentation.

Bickerstaff Heath Delgado Acosta LLP

3711 S. MoPac Expy., Building 1, Suite 300, Austin, Texas 78746

ENGAGEMENT AGREEMENT

This agreement sets forth the standard terms of our engagement as your attorneys. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this agreement carefully and contact us promptly if you have any questions. Please retain this agreement in your file.

Identity of Client. We will be representing the interests of the City of Brenham, Texas (the “City”).

Attorneys. Bickerstaff Heath Delgado Acosta LLP is engaged by you as your attorneys, and I, Sydney W, Falk, Jr., will be the partner who will coordinate and supervise the services we perform on your behalf. We routinely delegate selected responsibilities to other persons in our Firm when, because of special expertise, time availability or other reasons, they are in a better position to carry them out. In addition, we will try, where feasible and appropriate, to delegate tasks to persons who can properly perform them at the least cost to you.

The Scope of Our Work. You should have a clear understanding of the legal services we will provide. We will provide services related only to matters as to which we have been specifically engaged. Although in the future we may from time to time be employed on other matters, our present relationship is limited to representing the above-named client in the matters described in **Exhibit A**. We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed. We cannot guarantee the success of any given matter, but we will strive to represent your interests professionally and efficiently.

Fees for Legal Services. Our charges for professional services are customarily based on the time devoted to the matter, the novelty and difficulty of the questions presented, the requisite experience, reputation and skill required to deal with those questions, time limitations imposed by the circumstances, and the amount involved and the results obtained. Unless otherwise indicated in writing, our fees for legal services are determined on the basis of the hourly rates of the respective lawyers and other timekeepers who perform the services. These rates vary depending on the expertise and experience of the individual. We will only adjust these rates with your consent and will notify you in writing if this fee structure is modified. The initial agreed billing rates for attorneys and other timekeepers engaged on your work are attached as **Exhibit B**.

Other Charges. All out-of-pocket expenses (such as copying charges, travel expenses, messenger expenses, filing and other court costs, and the like) incurred by us in connection with our representation of you will be billed to you as a separate item on your statement. A description of the most common expenses is included as **Exhibit C** and agreed to as part of this agreement.

Billing Procedures and Terms of Payment. Our billing period begins on the 16th of the month and ends on the 15th of the following month. We will render periodic invoices to you for legal services and expenses. We usually mail these periodic invoices on or before the last day of the month following the latest date covered in the statement. Each invoice is due upon receipt, must be paid in U.S. Dollars, and is considered delinquent if not paid in full within 30 days of its stated date. Payment must be made to the Firm at 3711 S. MoPac Expressway, Building One, Suite 300, Austin, Texas, 78746. We will include all information reasonably requested by you on all invoices and will reference any purchase order number provided by you. Payment and interest, if any, will comply with the Prompt Payment Act (Texas Government Code Chapter 2251), if applicable, for any final invoices. If you have any question or disagreement about any invoice that we submit to you for payment, please contact me at your earliest convenience so that we can resolve any problems without delay. Typically, such questions or disagreements can be resolved to the satisfaction of both sides with little inconvenience or formality.

Termination of Services. You have the right at any time to terminate our employment upon written notice to us, and if you do we will immediately cease to render additional services. We reserve the right to discontinue work on pending matters or terminate our attorney-client relationship with you at any time that payment of your account becomes delinquent, subject to Court approval if necessary. In the event that you fail to follow our advice and counsel, or otherwise fail to cooperate reasonably with us, we reserve the right to withdraw from representing you upon short notice, regardless of the status of your matter. No termination, whether by you or by us, will relieve you of the obligation to pay fees and expenses incurred prior to such termination.

Retention of Documents. Although we generally attempt to retain for a reasonable time copies of most documents in the possession of this Firm related to the matter(s) described in **Exhibit A**, we are not obligated to do so indefinitely, and we hereby expressly disclaim any responsibility or liability for failure to do so. We generally attempt to furnish copies of all documents and significant correspondence to you at the time they are created or received, and you agree to retain all originals and copies of documents you desire among your own files for future reference. This document serves as notice to you that we will destroy such materials in accordance with the Firm's record retention policy, which may be amended from time to time and a copy of which will be provided at your request. It is our Firm's policy to destroy all copies, whether in paper or electronic form, of materials in connection with the representation seven (7) years after the completion of our work relating to this engagement or the completion of a particular project under this engagement, unless and to the extent an exception recognized in our document retention policy or other legal requirement applies to some or all of the subject materials and requires retention for a longer period of time. The Firm also reserves the discretion to retain its records of pertinent documents relating to its ongoing representation of a client, e.g. in a general counsel capacity. If you would like to obtain copies of materials in the Firm's possession related to this matter prior to the scheduled destruction of the materials, please notify the Firm. Because you will have been furnished with copies of all relevant materials contained in our files during the course of the active phase of our representation, if you later ask us to retrieve and deliver materials contained in a file that has been closed, you agree that we will be entitled to be paid a reasonable charge for the cost of retrieving the file, and identifying, reproducing, and delivering the requested materials to you.

Fee Estimates. We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Our attorneys do their best to estimate fees and expenses for particular matters when asked to do so. However, an estimate is just that, and the fees and expenses required are ultimately a function of many conditions over which we have little or no control, especially in litigation or negotiation situations where the extent of necessary legal services may depend to a significant degree upon the tactics of the opposition. Unless otherwise agreed in writing with respect to a specific matter, all estimates made by us will be subject to your agreement and understanding that such estimates do not constitute maximum or fixed-fee quotations and that the ultimate cost is frequently more or less than the amount estimated.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, United States of America, without giving effect to its choice of law's provisions. Venue of any case or controversy arising under or pursuant to this Agreement will be exclusively in Washington County, Texas, United States of America.

Standards of Professionalism and Attorney Complaint Information. Pursuant to rules promulgated by the Texas Supreme Court and the State Bar of Texas, we hereby advise you that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. Information on the grievance procedures is available from the State Bar of Texas, and any questions you have about the disciplinary process should be addressed to the Office of the General Counsel of the State Bar of Texas, which you may call toll free at 1-800-932-1900.

Questions. If you have any questions from time to time about any aspect of our arrangements, please feel free to raise those questions. We want to proceed in our work for you with your clear and satisfactory understanding about every aspect of our billing and payment policies; and we encourage an open and frank discussion of any or all of the matters addressed in this agreement.

Acceptance of Terms. If this arrangement is acceptable to the City, please sign the enclosed duplicate original of this agreement and return it and the required retainer to us at your earliest convenience. We truly appreciate the opportunity to be of service to you and look forward to working with you in a mutually beneficial relationship.

AGREED TO AND ACCEPTED

CITY OF BRENHAM, TEXAS

By: _____

[Printed name]

Title: _____

Date: _____

cc: Billing Department

BICKERSTAFF HEATH DELGADO ACOSTA LLP

By: 
Sydney W, Falk, Jr., Partner

Date: February 25, 2021

Exhibit A — Scope of Services
Bickerstaff Heath Delgado Acosta LLP

While we agree that in the future, we may from time to time be employed on other matters, this agreement provides that our relationship is limited to representing and counseling you in connection with the following:

- Redistricting services after release of 2020 Census for the City of Brenham, Texas; and
- Other legal services assigned or requested, only if the scope of which is confirmed by you in writing at the time of assignment

Other legal services not assigned or requested, and confirmed in writing, are specifically not within the scope of our representation.

Exhibit B — Billing Rates
Bickerstaff Heath Delgado Acosta LLP

Initial Assessment

\$4,500.00

The initial assessment will consist of the pre-census tasks, post-census initial data analysis, and a presentation and discussion of the Firm's findings with the city council. If the city council districts are determined to be out of balance, we will outline the City's obligations, and produce a timeline for completing the remainder of the redistricting process. We charge \$4,500 for the preparation and presentation of the initial assessment, plus out-of-pocket expenses. If the initial assessment reveals that the city council districts are balanced, and the City decides not to redistrict, no other fees will be assessed unless additional services are requested.

Redistricting Process

Hourly Fee Basis

Senior Attorneys: \$420-\$480 per hour

Other Attorneys: \$250-\$375 per hour

Senior GIS Specialist: \$230 per hour

GIS Specialist: \$180 per hour

Paralegal: \$180 per hour

Exhibit C—Client Costs Advanced

Bickerstaff Heath Delgado Acosta LLP

The firm incurs expenses on behalf of clients only when required by the legal needs of the clients. Some cases or matters require extensive use of outside copy facilities, and other cases may not be so paper-intensive. Standard services handled within the firm are not charged, and client specific expenses are billed to the client needing those services. An explanation of the billing structure is as follows:

Not Charged

Secretarial and word processing time, routine postage, file setup, file storage, local or ordinary long distance charges, fax charges, and computerized legal research data charges.

Delivery Services

Outside delivery services are used for pickup and delivery of documents to the client as well as to courts, agencies, and opposing parties. Outside delivery fees are charged to the client at the rate charged to the firm. Overnight delivery services are also charged at the rate charged to the firm. Firm Office Services Department personnel may provide delivery service in urgent situations and charges for such in-house service will not exceed the charge that would be made by an outside service in a similar situation.

Postage

Our postal equipment calculates exact U.S. postage for all sizes and weights of posted material. The rate charged for postage is the same as the amount affixed to the material that is mailed. We will not charge clients for postage on routine correspondence; however, the cost of large-volume mail, certified mail, or other additional mail services will be charged to the client.

Copies and Prints

Our standard rate for black and white copies and prints made by firm personnel is \$0.15 per page. Color copies and prints are charged at a standard rate of \$0.55 per page. These charges cover paper, equipment costs, and other supplies. If savings can be realized within the required time frame by sending copy jobs to subcontractors, the firm uses only qualified legal services copiers and the cost charged to the client is the same as the amount billed to the firm.

Phone Charges

Only charges for conference calls or international calls are charged, and charges are billed at the same amount billed to the firm by the outside provider.

Travel

Attorney and other timekeeper time spent traveling on behalf of a client is billed to the client. Hotel, meals, local transportation, and similar expenses are charged based on receipts and travel expense forms submitted by the attorney. Documentation is available to the client if requested.

Maps

Maps produced in conjunction with a project will be billed at \$50 for each 34 x 44 inch map and \$20 for each smaller map, plus cost (time fees) for preparation.

Other Expenses

Expenses incurred with outside providers in connection with the client's legal services will be paid by the client directly to the outside provider unless specifically arranged in advance. If the firm agrees to pay outside providers, the cost charged to the client is the same as the amount billed to the firm. Examples of such charges include: court reporter fees, filing fees, newspaper charges for publication notices, expert witness fees, consultants and other similar expenses.

Exhibit D—Verification Required by Texas Government Code Chapter 2271
Bickerstaff Heath Delgado Acosta LLP

By signing below, Bickerstaff Heath Delgado Acosta LLP hereby verifies the following:

1. The Firm does not boycott Israel; and
2. The Firm will not boycott Israel during the term of this Engagement Agreement.

SIGNED BY:

A handwritten signature in blue ink, appearing to read "Sydney W. Falk, Jr.", is positioned above the printed name.

Sydney W, Falk, Jr., Partner

DATE: February 25, 2021

This Verification is incorporated and made a part of the Engagement Agreement between Bickerstaff Heath Delgado Acosta LLP and the City of Brenham, Texas.

THE 2020 CENSUS AND REDISTRICTING:

What You Need To Know Now

By **David Méndez, Bob Heath, and Joshua Katz,**
Bickerstaff Heath Delgado Acosta LLP



Does your city elect members of the governing body from single-member-districts? If so, it's time to start planning for the 2021 redistricting effort. Upon the release of the 2020 census data by the federal government, city councils must review population changes to determine if districts have become imbalanced and must be redrawn. Holding elections based on imbalanced districts may subject the city to potential legal challenges under the one-person, one-vote principle of the United States Constitution.

Organize a Timely and Comprehensive Redistricting Process

With the limited window available for redistricting, it is crucial for a city to craft an efficient and comprehensive redistricting process. The 2021 redistricting cycle will mark the first time since 1972 that Texas cities undertake the process without the preclearance requirements of Section 5 of the Voting Rights Act (VRA). Historically, Section 5 required Texas cities to obtain approval of voting changes, including redistricting plans, from the Department of Justice prior to using them in an election. As a result of a 2014 ruling by the United States Supreme Court, Section 5 preclearance is no longer applicable. However, cities remain subject to the nondiscrimination requirements of Section 2 of the VRA.

To address this Section 2 obligation, cities should make sure any plan they consider does not adversely impact the voting rights of protected voter groups while avoiding a potential challenge from other voters. This is essentially a balancing act. The city wants to avoid adversely impacting voting rights of any protected minority voting group while at the same time ensuring that any accommodations it makes for

the protected group are only to the limited extent necessary to address the issues of these voters. Otherwise, the city risks a finding of a prohibited race-based redistricting under the principles of *Shaw v. Reno*.

As cities have navigated these competing legal standards, a well-defined and recognized set of districting criteria has developed. These criteria, which have been developed by the courts in the context of voting rights litigation under the Voting Rights Act as well as federal and state constitutional cases set out the guiding elements for properly drawn redistricting plans. Adherence to these traditional districting criteria for the development of redistricting plans and data should form the foundation for the city's process.

While a process for public participation as originally dictated by the Department of Justice preclearance process under Section 5 of the Voting Rights Act no longer applies, cities may nonetheless find that their constituents will continue to demand transparency and an opportunity to participate and provide input into the redistricting process. Guidelines for public participation and for the submission of redistricting plans by the public for council consideration may further facilitate the redistricting process for the city.

The Census Redistricting Data File

The census will count the population of the United States as of April 1, 2020. The data derived from the census is known as the "P.L. 94-171 file." The file consists of total population and voting-age population catalogued by sex, race, ethnicity, and voting age. It is reported at the "census-block level," which is the smallest geographic area used to determine population. The file is required to be released by April 1, 2021.

Historically, cities have used the P.L. 94-171 file to redistrict. During the past decade, however, lawsuits were brought to compel cities to instead use "citizen-voting-age population (CVAP)". Using CVAP data would have the effect of excluding children and non-citizens from the count. The United States Supreme Court ruled that there is no constitutional requirement to use CVAP. It left open the question whether a city or state could *choose* to use CVAP.

The Citizenship Question

To provide CVAP data as part of the census, the Trump administration attempted to include a citizenship question on the 2020 census. The move was challenged by various states and cities, and the Supreme Court invalidated the administration's effort. Because the Court prohibited inclusion of the question on the census, the administration now plans to report CVAP in a separate file released contemporaneously with the P.L. 94-171 release. This file will be created by supplementing census responses with administrative records that reflect individuals' citizenship status. While this CVAP data may be available, it is not clear at this time how complete and accurate it will be. Also, depending on the results of the 2020 presidential election, it is not clear whether the agency will continue on its current course to produce and release this data.

Timing the City's Redistricting Effort

Because the P.L. 94-171 file is not likely to be released until February or March 2021, cities will not be able to use this census data to draw districts for their May 2021 general elections. The November 2, 2021, general election or elections in 2022 will be the first ones for which the new census data can be used.

Cities with November 2, 2021 elections have a particularly small window to redistrict. Under Texas law, a boundary change for a single-member district is not effective unless it is adopted more than three months before election day (in this case, before August 2, 2021). However, the candidate filing period for this election actually opens July 17, 2021. Likewise, early voting by mail requires that ballots be prepared and mailed to voters shortly after the filing deadline. As a practical matter, and to avoid criticism from anxious candidates and voters for this election cycle, a city should plan to complete its redistricting process at least as early as the beginning of the candidate filing period. This

allows a 100-day window (April 1 to mid-July) for the city to redistrict for its November 2021 elections.

Probably only a few Texas cities have to face the November 2021 scheduling issues. In fact, most Texas cities will be looking at redistricting for general elections beginning in 2022 or in May 2023. While these cities do not have to engage in the 100-day sprint described above, there may be practical reasons to complete redistricting by the end of September 2021.

To avoid voter confusion and simplify election administration, county election administrators generally try to create county election precincts that track the boundaries of the various political subdivisions in their jurisdiction, including each city. Counties are required to complete election precinct changes by October 1 of odd-numbered years. Thus, in order to make it possible for the county to conform precinct boundaries to a city's single-member-districts, it is helpful to complete the city's redistricting before the county must finalize its election-precinct boundaries on October 1.

Preparation and Planning Can Insure a Successful Process

Because redistricting occurs only once per decade, cities do not typically have a timetable and task list at their fingertips for redistricting. Also, because of council turnover, councilmembers rarely have any prior experience with the topic. The city needs to get out in front of the issue and work with staff and experienced redistricting experts to develop and present an overview and a timetable of the process for council before they receive inquiries from their constituents about this topic and important deadlines elapse. A council work session at about the time the census is being taken (April 2020) that provides a redistricting overview is not too soon to broach the subject to let the council and the community know that "the city's got this." ★

David Méndez, Bob Heath, and Joshua Katz are attorneys at Bickerstaff Heath Delgado Acosta LLP. BHDA is a Texas firm founded in 1980 with a practice devoted to representing state and local governmental entities, and has represented cities in every aspect of redistricting and Voting Rights Act litigation for nearly 40 years.



Regular City Council
AGENDA ITEM 12.

Agenda Item: Discuss and Possibly Act Upon a Request for a Noise Variance from RSR Entertainment for a Juneteenth Block Party to be Held on June 19, 2021 at Mundy's Hideout Located at 1609 East Alamo Street, Brenham, Texas and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-May 20, 2021

Department: Administration

Staff Contact: James Fisher

Classification:

SUMMARY STATEMENT:

The City received a request from RSR Entertainment for a Juneteenth Block Party to be held at Mundy's Hideout located at 1609 East Alamo Street on Saturday, June 19th from 5:00 p.m. to 11:00 p.m. The event will include food booths and a vintage car show. There will also be two live bands performing which is why a noise variance is required. They are estimating there will be 200-300 people in attendance.

Staff is not recommending approval of the variance, due to the close proximity of residential homes to the venue. Staff is planning to reach out to the event organizer to see if we can assist them in finding another location that is not in such a high residential area and that would be more conducive to the type of event they are planning (i.e. size of the venue, adequate parking, etc...).

ATTACHMENTS:

(1) Noise Variance and Event Request

RELEVANCE TO COMPREHENSIVE PLAN:

RECOMMENDED ACTION:

Deny a Noise Variance from RSR Entertainment for a Juneteenth Block Party to be held on June 19, 2021 at Mundy's Hideout located at 1609 East Alamo Street, Brenham, Texas and authorize the Mayor to execute any necessary documentation.

NOISE VARIANCE REQUEST

Application Fee \$10.00

1. Name of sponsoring organization: RSR Entertainment / Mundy's Hideout
2. Name and address of individual making application on behalf of sponsoring organization: Robin Johnson Scott - 1500 Pecan Glen
Brenham Tx 77833
3. Purpose of the Event: Juneteenth Block Party
4. Location of Event: 1409 East Alamo Brenham Tx 77833
5. Date of the event: Saturday June 19, 2021
6. Time of Event: 5pm - 11pm
7. Event Set-up: From: 2 pm To: 5pm
Event Clean-up: From: 11 pm To: 12 pm
8. You are required to describe the following:
 - a) Types of Activities Planned and any additional information specific to this event: Outdoor
Concert (2 performers) food trucks activity
booths, Vintage car show
 - b) Bands/Musical Instruments: 2 live Performers
 - c) Sound amplification equipment: loud speakers and microphones
 - d) Cleanup provisions: Hired a company to clean up

Robin Johnson-Scott
Name of Applicant (Printed or Typed)

Date: 5/12/2021

[Signature]
Applicant or Authorized Person's Signature

Phone: 713-530-4005

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

APPLICATION FOR EVENT PERMIT

1. Name of sponsoring organization: RSR entertainment / Mundy's Hideout
2. Name of individual making application on behalf of sponsoring organizations: Robin Johnson-Scott
3. Purpose of the event: Juneteenth Block Party
4. Proposed date(s) of event: June 19, 2021
5. Event start date and time: June 19, 2021 @ 5pm
6. Event set-up times: From 2pm to 5pm
7. Breakdown/cleanup: From 11pm to 12pm
8. Describe types of activities planned (entertainment, food booths, theme of items for sale, etc.):
(2 live performers)
food booths, outdoor concert on the
patio, Old School (Vintage) car Show.
Byob outside; sales of frozen drinks
inside and beer.
9. Estimated attendance (event organizers and spectators): 200-300
10. Special Requests and/or additional information related to this event: Willing to hire Brenham PD
officers if required; However I
have hired 4 officers from a
security provider.

11. Street Closure Times:

Beginning at 6/19/21 - 5pm
(Date and time)

Ending at: 6/19/21 12am
(Date and time)

12. Street Closings:**

~~Highway 577~~ from _____ to _____
~~East Alamo~~ from 577 to Sneed
East Alamo from 577 to Sneed
_____ from _____ to _____
_____ from _____ to _____
_____ from _____ to _____

**Please provide a map of closures

APPLICANT

Signature

Printed Name

Date: 5/12/21

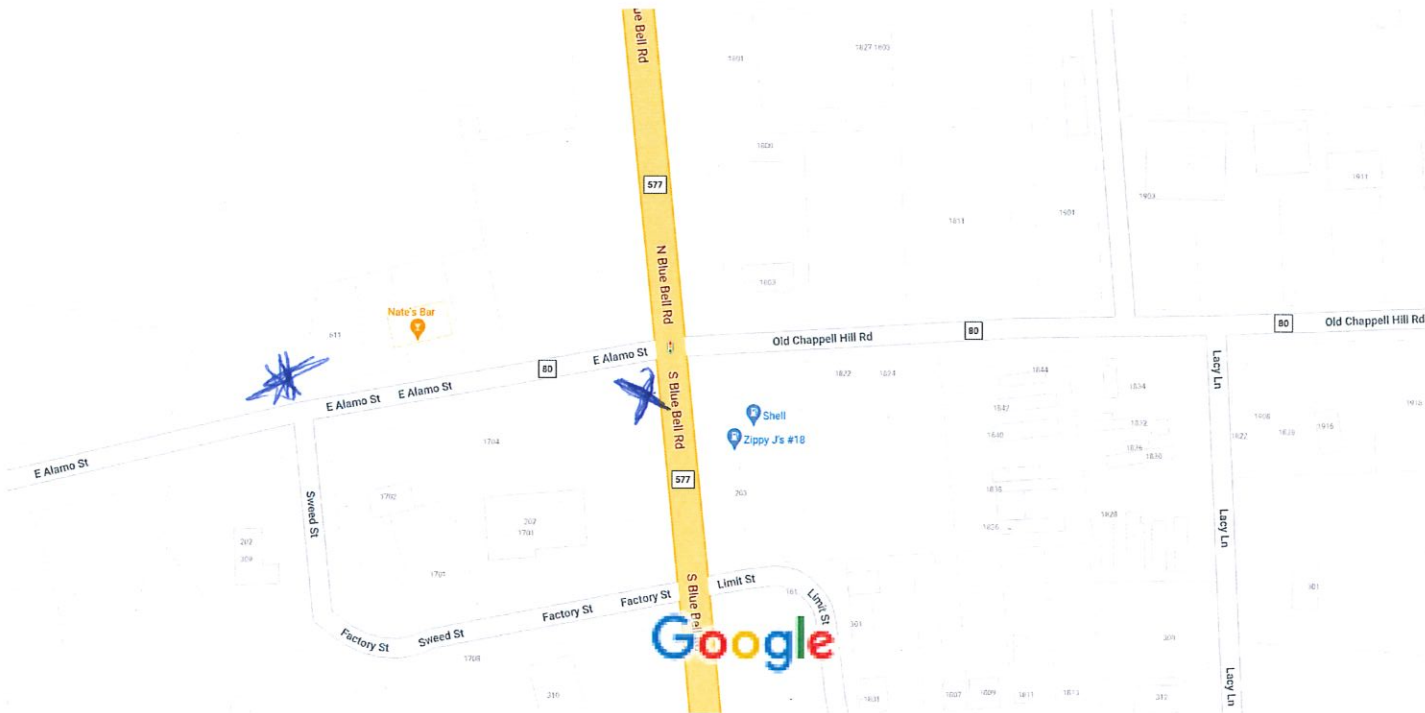
Contact Phone Number: 713-530-4005

CITY OF BRENHAM

By: _____
City Secretary

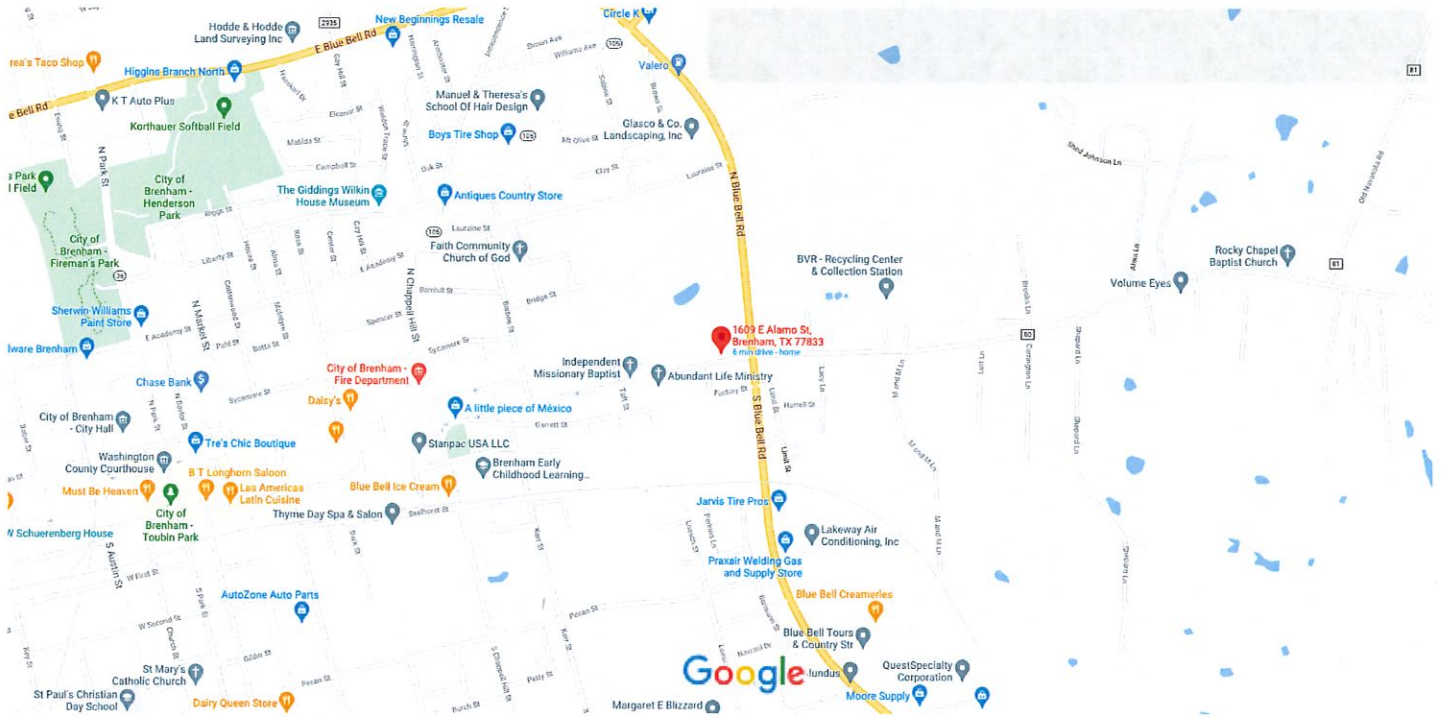
Date: _____

Loansbyrobin@yahoo.com



Map data ©2021 Google 50 ft

Google Maps 1609 E Alamo St



Map data ©2021 500 ft



1609 E Alamo St

Building



Directions



Save



Nearby



Send to your
phone



Share



1609 E Alamo St, Brenham, TX 77833

Photos