



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, NOVEMBER 3, 2016 AT 1:00 P.M.
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN
BRENHAM, TEXAS**

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags – Councilmember Barnes-Tilley**
- 3. Special Presentation**
 - **American Red Cross Life Saving Award Presented to Blue Bell Aquatic Center Employees**
- 4. Special Recognitions**
 - 4-a. Police Department Promotion & Badge Pinning**
 - **Joseph Merkley, Patrol Sergeant**
 - 4-b. Service Recognitions**
 - **Jeana Bellinger, Administration 10 Years**
 - **Stacy Hardy, Finance 10 Years**
 - **Kevin Post, Water Treatment 10 Years**
- 5. Proclamations**
 - **A Day of Thanksgiving For All First Responders**
 - **2016 Municipal Court Week**
- 6. Citizens Comments**

Pages 1-2

CONSENT AGENDA

7. 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.

- 7-a. Ordinance No. O-16-029 on Its Second Reading Providing for Updated Service Credits and an Increase in Retirement Annuities in the Texas Municipal Retirement System** **Pages 3-4**

REGULAR SESSION

8. **Discuss and Possibly Act Upon the 2017 Holiday Schedule** **Pages 5-6**
9. **Discuss and Possibly Act Upon an Ordinance on Its First Reading Authorizing a Variance to Residential Lot Requirements, as Outlined in Section 23-22(5)(a) of the City of Brenham's Code of Ordinances, on a Tract of Land Being Described as Tract 126, 11.55 Acres of Land, Out of the John Carrington Survey, A0120, Located off Industrial Boulevard, in Brenham, Washington County, Texas** **Pages 7-16**
10. **Discuss and Possibly Act Upon Change Order No. 2 and Authorization of Final Payment to R & B Group, Inc. for the 2016 Water Treatment Plant Rehabilitation Project, and Authorize the Mayor to Execute Any Necessary Documentation** **Pages 17-24**
11. **Discuss and Possibly Act Upon an Agreement Between the City of Brenham and O'Malley Strand Associates, Inc. for Engineering Services Related to the Rehabilitation of the Church Street Water Tower and Authorize the Mayor to Execute Any Necessary Documentation** **Pages 25-41**
12. **Discuss and Possibly Act Upon Resolution No. R-16-031 Designating the Authorized Signatories for the Texas Community Development Block Grant Program Contract No. 7216059 Related to the Rehabilitation of the Church Street Water Tower** **Pages 42-44**
13. **Discuss and Possibly Act Upon a Request from the Brenham Housing Authority to Increase the Membership of the Brenham Housing Authority Board from Seven (7) Members to Nine (9) Members** **Pages 45-48**

14. 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 November 3, 2016 agenda of items to be considered by the City of Brenham City Council was posted to the City Hall bulletin board at 200 W. Vulcan, Brenham, Texas on October 31, 2016 at **12:50 PM**.

Kacey A. Weiss

Deputy City Secretary

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

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the _____ day of _____, 2016 at _____ AM PM.

Signature

Title

PROCLAMATION

- WHEREAS,** Our community is home to the best and bravest first responders – from law enforcement officers to firefighters to EMS – these men and women risk their lives selflessly every day to protect our families, visitors, and businesses; and
- WHEREAS,** The Brenham Branch of The Church of Jesus Christ of Latter Day Saints wants to publicly thank each and every first responder who give so much to make our community a better and safer place to live; and
- WHEREAS,** The Church also wants to acknowledge and thank the families of those first responders, who give their love and support day in and day out; and
- WHEREAS,** It is right and just for the City Council and the residents of Brenham to join together with The Brenham Branch of The Church of Jesus Christ of Latter Day Saints to recognize and thank all of our first responders;

NOW, THEREFORE I, Milton Y. Tate, Jr., Mayor of the City of Brenham, Texas do hereby proclaim Saturday, November 12, 2016 as

A DAY OF THANKSGIVING FOR ALL FIRST RESPONDERS

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

Milton Y. Tate, Jr., Mayor
City of Brenham

PROCLAMATION

WHEREAS, Municipal courts play a significant role in preserving public safety and promoting quality of life in Texas; and

WHEREAS, More people come in contact with municipal courts than all other Texas courts combined and public impression of the Texas judicial system is largely dependent upon the public's experience in municipal court; and

WHEREAS, The City of Brenham hosts the Brenham Municipal Court since August 14, 1899; and

WHEREAS, State law authorizes a municipality to either appoint or elect a municipal judge for a term of office, the Brenham Municipal Court is a state court and its judges are members of the state judiciary; and

WHEREAS, The procedures for the Brenham Municipal Court operations are set forth in the Texas Code of Criminal Procedure and other laws of the State of Texas; and

WHEREAS, The City of Brenham is committed to the notion that our legal system is based on the principle that an independent, fair, and competent judiciary will interpret and apply the laws that govern us and that judges and court personnel should comply with the law and act in a manner that promotes public confidence in the integrity and impartiality of the judiciary; and

WHEREAS, Brenham Municipal Judges are not policy makers for the City of Brenham but are bound by the law and the Canons of Judicial Conduct and are required to make decisions independent of the governing body of the City Council, city officials, and employees; and

WHEREAS, The City Council recognizes that the Constitution and laws of the State of Texas contain procedural safeguards in criminal cases for all defendants, including indigent defendants, and supports the Brenham Municipal Court in complying with such legal requirements;

NOW, THEREFORE, I Milton Y. Tate, Jr., Mayor of the City of Brenham, do hereby proclaim November 7-11, 2016 as

MUNICIPAL COURT WEEK

Milton Y. Tate, Jr., Mayor



TMRS-USC T R/ CPI AD Hoc

ORDINANCE NO. O-16-029
TEXAS MUNICIPAL RETIREMENT SYSTEM

AN ORDINANCE AUTHORIZING AND ALLOWING, UNDER THE ACT GOVERNING THE TEXAS MUNICIPAL RETIREMENT SYSTEM, "UPDATED SERVICE CREDITS" IN SAID SYSTEM ON AN ANNUAL BASIS FOR SERVICE PERFORMED BY QUALIFYING MEMBERS OF SUCH SYSTEM WHO AT THE EFFECTIVE DATE OF THE ALLOWANCE ARE MEMBERS OF THE CITY OF BRENHAM; PROVIDING FOR INCREASED PRIOR AND CURRENT SERVICE ANNUITIES FOR RETIREES AND BENEFICIARIES OF DECEASED RETIREES OF THE CITY; AND ESTABLISHING AN EFFECTIVE DATE FOR THE ORDINANCE.

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

Authorization of Updated Service Credits.

(a) On the terms and conditions set out in Sections 853.401 through 853.404 of Subtitle G of Title 8, Government Code, as amended, (hereinafter referred to as the "TMRS Act"), each member of the Texas Municipal Retirement System (hereinafter referred to as the "System") who has current service credit or prior service credit in the System in force and effect on the 1st day of January of the calendar year preceding such allowance, by reason of service in the employment of the City (hereinafter called the "City") and on such date had at least 36 months of credited service with the System, shall be and is hereby allowed "Updated Service Credit" (as that term is defined in subsection (d) of Section 853.402 of the TMRS Act).

(b) On the terms and conditions set out in Section 853.601 of the TMRS Act, any member of the System who is eligible for Updated Service Credits on the basis of service with this City, who has unforfeited credit for prior service and/or current service with another participating municipality or municipalities by reason of previous service, and was a contributing member on the 1st day of January of the calendar year preceding such allowance shall be credited with Updated Service Credits pursuant to, calculated in accordance with, and subject to adjustment as set forth in said Section 853.601, both as to the initial grant thereunder and all future grants under this ordinance.

(c) The Updated Service Credit hereby allowed and provided for shall be **100%** of the "base Updated Service Credit" of the member (calculated as provided in subsection (c) of Section 853.402 of the TMRS Act).

(d) Each Updated Service Credit allowed hereunder shall replace any Updated Service Credit, prior service credit, special prior service credit, or antecedent service credit previously authorized for part of the same service.

(e) The initial allowance of Updated Service Credit hereunder shall be effective on **January 1, 2017**, subject to approval by the Board of Trustees of the System. An allowance shall be made hereunder on January 1 of each subsequent year until this ordinance ceases to be in effect under subsection (e) of Section 853.404 of the TMRS Act, provided that, as to such subsequent year, the actuary for the System has made the determination set forth in subsection (d) of Section 853.404 of the TMRS Act.

(f) In accordance with the provisions of subsection (d) of Section 853.401 of the TMRS Act, the deposits required to be made to the System by employees of the several participating departments on account of current service shall be calculated from and after the effective date of this ordinance on the full amount of such person's compensation as an employee of the City.

Increase in Retirement Annuities.

(a) On the terms and conditions set out in Section 854.203 of Subtitle G of Title 8, Government Code, as amended (hereinafter referred to as the "TMRS Act"), the City hereby elects to allow and to provide for payment of the increases below stated in monthly benefits payable by the System to retired employees and to beneficiaries of deceased employees of the City under current service annuities and prior service annuities arising from service by such employees to the City. An annuity increased under this section replaces any annuity or increased annuity previously granted to the same person.

(b) The amount of the annuity increase under this section is computed as the sum of the prior service and current service annuities on the effective date of retirement of the person on whose service the annuities are based, multiplied by **70%** of the percentage change in Consumer Price Index for All Urban Consumers, from December of the year immediately preceding the effective date of the person's retirement to the December that is 13 months before the effective date of the increase under this Section.

(c) An increase in an annuity that was reduced because of an option selection is reducible in the same proportion and in the same manner that the original annuity was reduced.

(d) If a computation hereunder does not result in an increase in the amount of an annuity, the amount of the annuity will not be changed hereunder.

(e) The amount by which an increase under this Section exceeds all previously granted increases to an annuitant is an obligation of the City and of its account in the Benefit Accumulation Fund of the System.

Effective Date. Subject to approval by the Board of Trustees of the System, this ordinance shall be and become effective on the **1st** day of **January 2017**.

Passed and approved this the ____ day of _____, 20__.

ATTEST:

APPROVED:

City Secretary or Clerk

Mayor



AGENDA ITEM 8

DATE OF MEETING: November 3, 2016	DATE SUBMITTED: October 24, 2016	
DEPT. OF ORIGIN: Human Resources	SUBMITTED BY: Susan Nienstedt	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon the 2017 Holiday Schedule		
SUMMARY STATEMENT: The Holiday Schedule for 2017 is presented for approval by the City Council. The schedule provides for the same 12 holidays approved for 2016.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Proposed 2017 Holiday Schedule		
FUNDING SOURCE (Where Applicable): Funding for holiday pay is provided in FY17 budget.		
RECOMMENDED ACTION: Approve the 2017 Holiday Schedule as presented		
APPROVALS: Terry K. Roberts		



2017 HOLIDAY CALENDAR

JANUARY						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January 2
New Year's Day Observed
 or
 January 1 for
 (24 hour departments)

JULY						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

FEBRUARY						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

January 16
Martin Luther King Day

AUGUST						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

MARCH						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April 14
Good Friday
 or
 April 16 Easter Sunday
 (24 hour departments)

SEPTEMBER						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

APRIL						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May 29
Memorial Day

July 4
Independence Day

OCTOBER						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

MAY						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September 4
Labor Day

November 10
Veterans Day (observed)

NOVEMBER						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

JUNE						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

November 23 & 24
Thanksgiving

December 25 & 26
Christmas

DECEMBER						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

***Birthday Holiday**
Floating
 **Designated as September 11th
 Holiday for Firefighters



AGENDA ITEM 9

DATE OF MEETING: November 3, 2016	DATE SUBMITTED: October 27, 2016	
DEPT. OF ORIGIN: Development Services	SUBMITTED BY: Erik Smith	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input checked="" type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Ordinance on Its First Reading Authorizing a Variance to Residential Lot Requirements, as Outlined in Section 23-22(5)(a) of the City of Brenham’s Code of Ordinances, on a Tract of Land Being Described as Tract 126, 11.55 Acres of Land, Out of the John Carrington Survey, A0120, Located off Industrial Boulevard, in Brenham, Washington County, Texas		
SUMMARY STATEMENT: Barbara Rudloff has submitted a variance request for an 11.55 acre tract of land located within the City of Brenham Extra Territorial Jurisdiction with the property description A0120, Carrington, John, Tract 126 and property appraisal ID number R12316. The City of Brenham is allowed to enforce the subdivision ordinance within the ETJ. The subject property does not have road frontage but has an access easement to Industrial Blvd. The applicant wishes to subdivide this property into two tracts. However, after reviewing the proposed site plat in accordance with the City’s subdivision ordinance, staff realized they would not be able to submit a plat that was not in compliance with the city’s ordinances. Chapter 23-22(5)(a) Article III – Design Standards, (1) states: <div style="margin-left: 40px;"> <p>(5) <i>Lot facing:</i></p> <p style="margin-left: 20px;">a. <i>Street frontage. Each lot shall be provided with adequate access to an existing or proposed public street by frontage on such street.</i></p> </div> <p>The applicant is specifically asking for a variance to remove the requirement to have property frontage on a City right-of-way.</p> <p>Any future development of this property would be required future variance requests based on their submission.</p>		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS: Allows resident to access their private property through existing access easement.		
B. CONS: Variance request is in direct conflict with the ordinance.		
ALTERNATIVES (In Suggested Order of Staff Preference):		

ATTACHMENTS: (1) Ordinance; (2) General Application for variance; (3) Cover Letter; (4) Site Plan; and (5) Proposed Plat Layout

FUNDING SOURCE (Where Applicable):

RECOMMENDED ACTION: Approve an Ordinance on its first reading authorizing a variance to residential lot requirements, as outlined in Section 23-22(5)(a) of the City of Brenham's Code of Ordinances, on a tract of land being described as Tract 126, 11.55 acres of land, out of the John Carrington Survey, A0120, located off Industrial Boulevard, in Brenham, Washington County, Texas

APPROVALS: Terry K. Roberts

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS, GRANTING A VARIANCE TO SECTION 23-22(5)(a) OF THE CITY OF BRENHAM CODE OF ORDINANCES, CHAPTER 23, REGULATING SUBDIVISIONS, PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PROPER NOTICE AND MEETING.

WHEREAS, the City of Brenham Code of Ordinances, Chapter 23, Subdivisions, provides for standards and regulations regarding subdivisions within the corporate boundaries of the City of Brenham and the extraterritorial jurisdictional boundaries of the City of Brenham; and

WHEREAS, Chapter 23, Section 23-22(5)(a) *Street Frontage* states that “[e]ach lot shall be provided with adequate access to an existing or proposed public street by frontage on such street;” and

WHEREAS, the Planning and Zoning Commission recommended approval of this variance request at the October 24th, 2016 Planning and Zoning Commission meeting with a vote of six in favor and one abstention; and

WHEREAS, as the legislative body of the City of Brenham, the City Council of the City of Brenham, Texas has the authority to grant variances from the terms of the City of Brenham Code of Ordinances, Chapter 23, Subdivisions, pursuant to Section 23-34 of said Code of Ordinances; and

WHEREAS, the property described as A0120 Carrington, John, Tract 126 being a tract of 11.55 acres of land, as further described in a deed recorded in Volume 1104, Page 657, Official Records of Washington County, Texas (hereinafter “Property”) is currently accessed by private access easement; and

WHEREAS, the Property is in designated as Agriculture/Undeveloped in the City of Brenham Comprehensive Plan; and

WHEREAS, the City Council finds that by granting the variance, the spirit of the City of Brenham Code of Ordinances, Chapter 23, Subdivisions is observed; and

WHEREAS, the City Council further finds that granting the variance is not contrary to the public interest;

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

1. **Findings of Fact:** All of the above premises are hereby found to be true and correct findings of the City Council of the City of Brenham and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.
2. **Variance Granted:** The City Council hereby grants the request for a variance from the provisions of the City of Brenham Code of Ordinances, Chapter 23, Section 22(5)(a) which requires each lot be provided with adequate access to an existing or proposed public street by frontage on such street, and the City Council hereby finds: 1) that such variance is in accord with the City of Brenham Comprehensive Plan; and 2) that the probable effect of such variance will not create adverse impacts in the vicinity. The variance granted by this Ordinance is for the purpose of allowing the subdivision of the Property into not more than two (2) separate tracts of 5.775 acres each. Any future subdivision of the Property, or any portion thereof, will be required to comply with the then-current City of Brenham ordinances and regulations governing subdivisions.
3. **Conflict with Prior Ordinances:** In the case of a conflict between this Ordinance and any provision or clause of previous Ordinances adopted by the City of Brenham, the provisions of this Ordinance shall prevail.
4. **Severability:** Should any part, sentence or phrase of this Ordinance be determined to be unlawful, void or unenforceable, the validity of the remaining portions of this Ordinance shall not be adversely affected. No portion of this Ordinance shall fail or become inoperative by reason of the invalidity of any other part. All provisions of this Ordinance are severable.
5. **Effective Date:** This Ordinance shall become effective immediately upon and after its passage and publication as may be required by governing law.
6. **Proper Notice and Meeting:** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED and APPROVED on its first reading this the 3rd day of November, 2016.

PASSED and APPROVED on its second reading this the 17th day of November, 2016.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary



For office use only

APPLICATION NO. _____

MEETING DATE: _____

DATE SUBMITTED: 10-5-16

FILING FEE: \$100.00

CITY OF BRENHAM
GENERAL APPLICATION

Type of Application

- | | |
|---|---|
| <input type="checkbox"/> Variance from Appendix A: Zoning | <input type="checkbox"/> Zone Change |
| <input type="checkbox"/> Specific Use Permit | <input type="checkbox"/> Plan Review |
| <input type="checkbox"/> Preliminary Plat | <input type="checkbox"/> Final Plat/Replat/Amending Plat |
| <input type="checkbox"/> Variance from Chapter 21: Signs | <input checked="" type="checkbox"/> Other: <u>Variance to Subdivision Ordinance</u> |

Property Owners Information

Name Barbara Rudloff

Principal Officers (If Corporation) President _____

Secretary _____

Address 1410 S. Market Street, Brenham, Texas 77833

Telephone Number 979-451-1020 E-mail Address brudloff@bankofbrenham.com

Applicant Information

Name Barbara Rudloff

Address 1410 S. Market Street, Brenham, Texas 77833

Telephone Number 979-451-1020 E-mail Address brudloff@bankofbrenham.com

Agent or Engineer Information

Name Blakey Land Surveying (Mike Blakey)

Address 4650 Wilhelm Lane, Burton, Texas 77835

Telephone Number 979-289-3900 E-mail Address blakeylandsurveying.com

RECEIVED
10-5-16

Barbara Rudloff
1410 S. Market St.
Brenham, TX 77833

October 4, 2016

City of Brenham
Planning & Zoning Commission
200 W. Vulcan St.
Brenham, TX 77833

Re: Dividing land into 2 tracts

To Whom It May Concern:

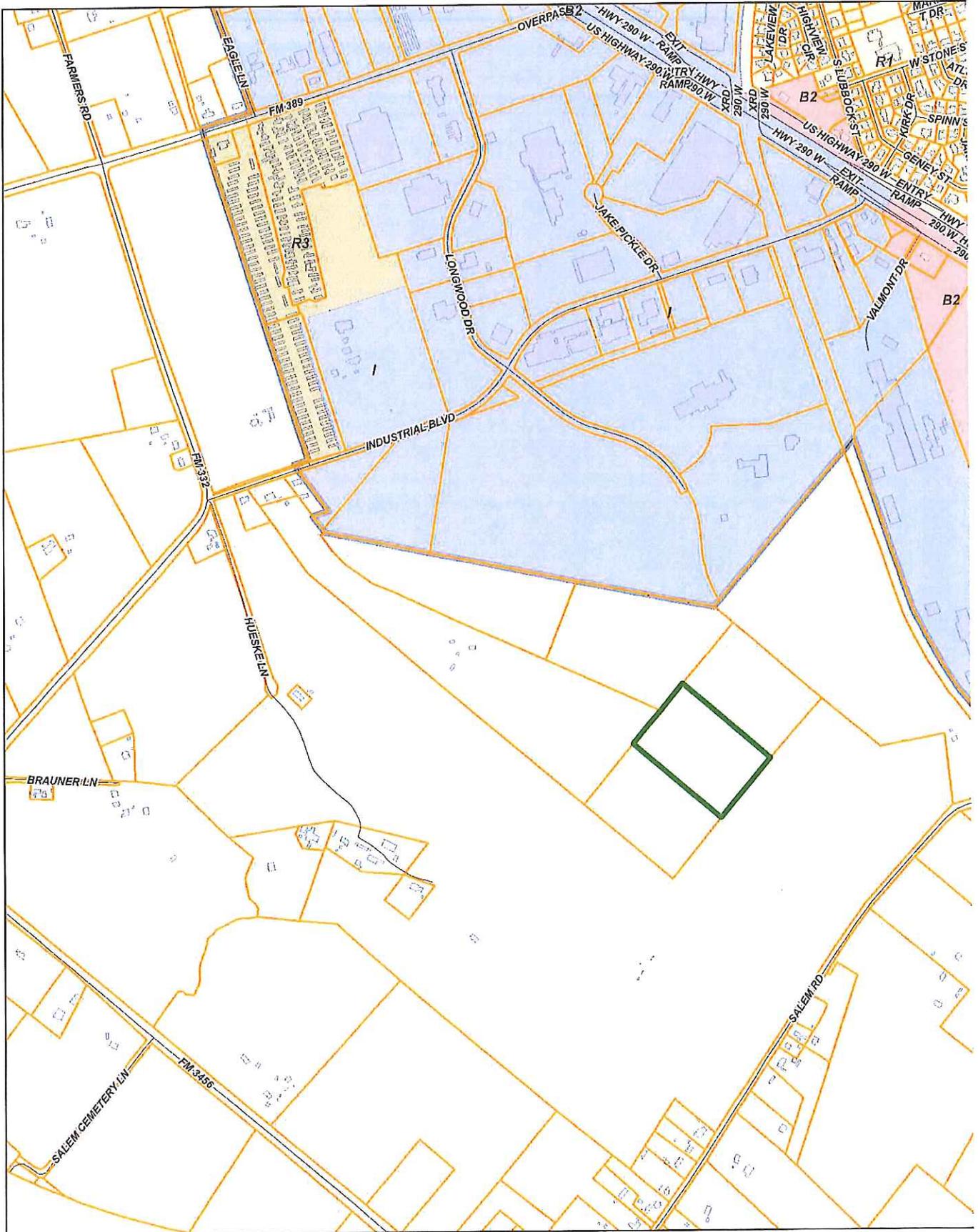
I, Barbara Rudloff, own 11.55 acres of land off Industrial Blvd, #R12316. The land is located within the City's ETJ, so I am requesting a variance to the subdivision ordinance. I wish to divide my land into two (2) tracts to give to my two daughters. I am requesting approval to do that.

The land has private road access off Industrial Blvd. and has easement access to family members on either side, and the easement would also allow access to the two tracts split as proposed.

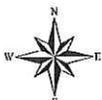
Sincerely,



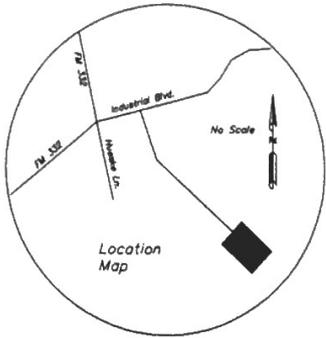
Barbara Rudloff



1 inch = 949 feet



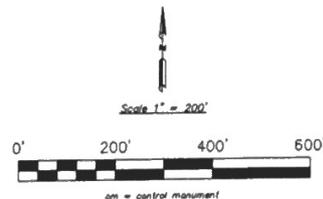
Barbara Rudloff



Rudloff Division

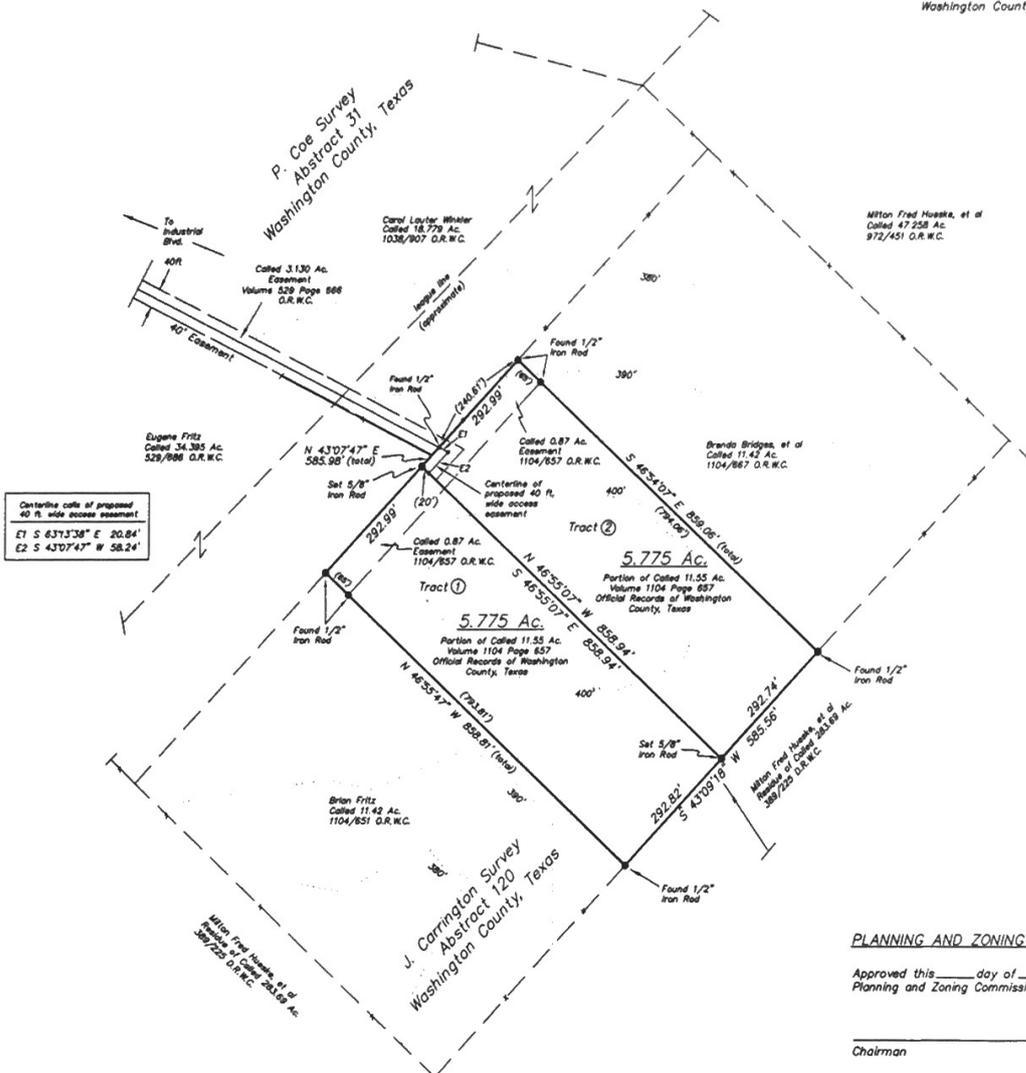
11.55 Acres

J. Carrington Survey, A-120
Washington County, Texas



Survey Map

Showing a survey of 11.55 acres, situated in Washington County, Texas, being out of the J. Carrington Survey, Abstract No. 120, and being all or a portion of the same tract described in that deed dated December 4, 2003, from Annie Marie Fritz to Barbara Rudloff, recorded in Volume 1104, Page 657 of the Official Records of Washington County, Texas.



PLANNING AND ZONING COMMISSION APPROVAL

Approved this _____ day of _____, 2016, by the
Planning and Zoning Commission of The City of Brenham.

Chairman _____

Secretary _____

COUNTY CLERK FILING ACKNOWLEDGEMENT STATEMENT

I, Beth Rothermel, Clerk of the County Court of Washington County, Texas, do hereby certify that the within instrument was filed with my office on the _____ day of _____, 2016, at _____ o'clock, _____ m., and duly recorded on the _____ day of _____, _____ o'clock, _____ m., in cabinet _____ sheet _____ of the _____ records of said county.

Beth Rothermel
Clerk of the County Court of Washington County, Texas.

By: _____

Notes:

The subject tracts/lots shown hereon do not lie within the Special Flood Hazard Area according to the FEMA Flood Insurance Rate Map for Washington County, Texas, Map Number 48477C0295C, effective date August 16, 2011.

It is the owners/buyers responsibility to confirm with the City of Brenham what City of Brenham public utilities are provided.

All tract/lot corners shown hereon are marked with Set 5/8" Iron Rods, unless otherwise noted.

Contours are approximately shown hereon based on U.S.G.S. datum.

OWNER'S ACKNOWLEDGEMENT

I, Barbara Rudloff, the owner of the land described hereon, whose name is subscribed hereto, do hereby offer, adopt, and acknowledge the subdivision of said property in accordance with the plat shown hereon.

NOTARY PUBLIC ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF WASHINGTON
This instrument was acknowledged before me on this _____ day of _____, 2016 by Barbara Rudloff.

Notary Public
State of Texas
Notary's Name (Printed)
Notary's Commission Expires:

Certification

KNOW ALL MEN BY THESE PRESENTS: That I, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown hereon were properly placed under my personal supervision, in accordance with the Subdivision Regulations of the City of Brenham, Texas.

I, Michael J. Blakey, Registered Professional Land Surveyor, do hereby certify that the plat shown hereon represents the results of an on the ground survey made by me on September 14, 2016, and all corners are as shown. There are no conflicts or protrusions apparent on the ground except as shown. This survey was made without the benefit of a current title report which may indicate easements or other encumbrances of record not apparent on the ground.

Michael J. Blakey
Registered Professional Land Surveyor No. 5935

W.O.#23855-2016

Rudloff Division

Blakey Land Surveying

RPLS 4052 RPLS 6995

16

4660 Wilhelm Lane
Burton, Texas 77806 (979) 888-8900



AGENDA ITEM 10

DATE OF MEETING: November 3, 2016	DATE SUBMITTED: October 31, 2016	
DEPT. OF ORIGIN: Public Utilities	SUBMITTED BY: Lowell Ogle	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Change Order No. 2 and Authorization of Final Payment to R & B Group, Inc. for the 2016 Water Treatment Plant Rehabilitation Project, and Authorize the Mayor to Execute Any Necessary Documentation		
SUMMARY STATEMENT: R&B Group, Inc. has completed the rehabilitation work at the Water Treatment Plant, replacing worn mechanical components of Clarifiers #2 and #3, releveling the weirs in all clarifiers providing consistent, even flow, and rehabilitation some of the catwalks, bridges, handrails, and decking, etc. at the plant. The project involved (2) Change Orders. Change Order No. 1 was previously approved by City Council and reduced the contract amount by \$22,500 by deducting for miscellaneous small items and using the Contractors equipment without charge. Change Order No. 2 resulted in a deduction of \$15,000 by reducing the number of site visits. With Change Orders No. 1 and 2, final construction cost was \$410,300, a total of \$37,500 below original contract price.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Application for Payment No. 4 & Final; (2) Change Order No. 2; (3) Certificate of Substantial Completion; (4) Consent of Surety to Final Payment; and (5) Power of Attorney for Developers Surety and Indemnity Company		
FUNDING SOURCE (Where Applicable):		

RECOMMENDED ACTION: Approve Change Order No. 2 and authorization of final payment to R & B Group, Inc. in the amount of \$20,515.00 for the 2016 Water Treatment Plant Rehabilitation Project, and authorize the Mayor to execute any necessary documentation

APPROVALS: Terry K. Roberts

APPLICATION FOR PAYMENT NO. 4 & Final

TO OWNER: CITY OF BRENHAM, 200 WEST VULCAN, BRENHAM, TEXAS 77833
 FROM CONTRACTOR: R & B GROUP, INC., 1213 N. DURHAM DR., HOUSTON, TEXAS 77008
 PROJECT: 2016 SURFACE WATER TREATMENT PLANT REHABILITATION
 STRAND PROJECT NO. 3900.011/012

CONTRACT AWARDED: November 5, 2015
 PERIOD FROM: July 8, 2016
 CONST. TIME ALLOTTED: 150

NOTICE TO PROCEED: February 10, 2016
 PERIOD TO: July 27, 2016
 TIME USED: 169

Item No.	Description	Contract Quantity	Completed Quantity			Unit Price	Total Value of Work Completed
			Previous Period	Current Period	Total		
1	Remove existing steel handrails and install new aluminum handrails with kickplates at locations on existing catwalks shown in the plans	1 LS	100%	0%	100%	\$ 15,000.00	\$ 15,000.00
2	Install kickplates on existing handrails at locations shown in the plans	1 LS	100%	0%	100%	\$ 13,000.00	\$ 13,000.00
3	Remove existing grating/decking and install hot-dipped galvanized steel grating on existing catwalks at locations shown in the plans	1 LS	100%	0%	100%	\$ 16,000.00	\$ 16,000.00
4	Remove existing steel handrails and install new aluminum handrails with kickplates attached to concrete walkways at locations shown in the plans	1 LS	100%	0%	100%	\$ 18,000.00	\$ 18,000.00
5	Repair hole in existing handrail (including prime coat to match existing handrail)	1 LS	100%	0%	100%	\$ 1,800.00	\$ 1,800.00
6	Perform mechanical rehab on Clarifier No. 2 as specified in Technical Specification Section 11 36 20	1 LS	100%	0%	100%	\$ 181,000.00	\$ 181,000.00
7	Perform mechanical rehab on Clarifier No. 3 as specified in Technical Specification Section 11 36 30	1 LS	100%	0%	100%	\$ 181,000.00	\$ 181,000.00
8	Adjust all weir troughs on Clarifier Nos. 1, 2, and 3 to provide uniform flow through all weir openings	1 LS	100%	0%	100%	\$ 22,000.00	\$ 22,000.00
CHANGE ORDER NO. 1							
CO1.1	Miscellaneous deductions including associated markups and equipment charges	1 LS	1	0	1	\$ (22,500.00)	\$ (22,500.00)
CHANGE ORDER NO. 2							
CO2.1	Perform site visit to inspect the installation of parts, perform startup, and perform training on clarifier installation	2 EA	2	0	2	\$ (7,500.00)	\$ (15,000.00)

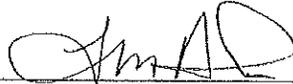
Original Contract:	\$ 447,800.00	Value of Work Performed to Date	\$ 410,300.00
Plus Additions:	\$ -	Plus Materials Stored at Close of Period	\$ -
Less Deductions:	\$ 37,500.00	Net Amt Earned to Date	\$ 410,300.00
Adjusted Contract:	\$ 410,300.00	Less 0% Retainage	\$ -
		Subtotal	\$ 410,300.00
		Less Previous Pay Applications	\$ 389,785.00
		Amount Due this Application	\$ 20,515.00

AFFIDAVIT & CERTIFICATION OF PAY APPLICATION BY CONTRACTOR

STATE OF TEXAS
COUNTY OF HARRIS

WHEREAS, the undersigned, T. MICHAEL HARALSON, who being duly sworn, on oath, says that he is the legal representative of R & B Group, Inc., has been employed by City of Brenham to furnish labor and materials for the installation of 2016 Surface Water Treatment Plant Rehabilitation in Brenham, Texas.

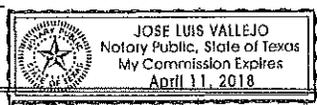
The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title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

BY:  DATE: 8/22/16
R & B GROUP, INC.

PRINTED NAME: T. M. HARALSON TITLE: SENIOR PROJECT MANAGER

SWORN TO AND SUBSCRIBED BEFORE ME THIS 6 DAY OF October, 2016

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS.



RECOMMENDED BY:  DATE: 10.12.16
O'MALLEY STRAND ASSOCIATES, INC.

APPROVED BY: _____ DATE: _____
CITY OF BRENHAM



O'Malley Strand Associates, Inc.
 2025 South Loop West
 Beaumont, Texas 77705
 (409) 774-8674
 Fax: (409) 774-7100

CITY OF BRENHAM
 2016 SURFACE WATER TREATMENT PLANT REHABILITATION
 STRAND PROJECT NO. 3900.011/012

CHANGE ORDER NO. 2
 February 25, 2016

REASON: To reduce the number of trips performed by Infilco Degremont, Inc. (IDI) to one trip per clarifier for inspection, startup, and training. The original contract contained two (2) site visits by IDI per clarifier for inspection of parts, startup, and training. Under this change order IDI is to inspect, perform startup, and training in one (1) site visit per clarifier.

DEDUCTIONS:

Perform site visit to inspect the installation of parts,
 perform startup, and perform training on clarifier
 installation, 2 EA @ \$7,500.00/EA..... (\$15,000.00)

TOTAL CHANGE ORDER NO. 2..... (\$15,000.00)

ORIGINAL CONTRACT AMOUNT..... \$447,800.00
 MINUS CONCURRENT CHANGE ORDER NO. 1..... (\$22,500.00)
 MINUS CHANGE ORDER NO. 2..... (\$15,000.00)
ADJUSTED CONTRACT AMOUNT..... \$410,300.00

ACCEPTED BY:

R. & B Group, Inc.

Date

RECOMMENDED BY:

O'Malley Strand Associates, Inc.

3.23.16

Date

APPROVED BY:

City of Brenham

3.28.16

Date

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TBPE No. F-8405
 TBPLS No. 10030000

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City Of Brenham	Owner's Contract No.:
Contractor: R & B Group	Contractor's Project No.:
Engineer: O'Malley Strand Associates, Inc.	Engineer's Project No.: 3900.011/012
Project: 2016 Surface Water Treatment Plant Rehabilitation	Contract Name:

This final Certificate of Substantial Completion applies to:

All Work The following specified portions of the Work:

July 27, 2016

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows:

Amendments to Owner's responsibilities: None
 As follows:

Amendments to Contractor's responsibilities: None
 As follows:

The following documents are attached to and made a part of this Certificate: *N/A*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:		RECEIVED:		RECEIVED:	
By: <u>[Signature]</u>	By: _____	By: <u>[Signature]</u>	By: _____	By: <u>[Signature]</u>	By: _____
(Authorized signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)		Contractor (Authorized Signature)	
Title: <u>Project Manager</u>	Title: _____	Title: <u>Sr. Project Manager</u>	Title: _____	Title: <u>Sr. Project Manager</u>	Title: _____
Date: <u>10.4.2016</u>	Date: _____	Date: <u>8/22/16</u>	Date: _____	Date: <u>8/22/16</u>	Date: _____

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**CONSENT OF SURETY
TO FINAL PAYMENT**

AIA Document G707

- OWNER
- ARCHITECT
- CONTRACTOR
- SURETY
- OTHER

Bond No. 713582P

TO OWNER:
(Name and address)

City of Brenham
200 West Vulcan Street
Brenham, TX 77833

PROJECT:
(Name and address)

City of Brenham, 2016 Surface Water Treatment Plant Rehabilitation, Strand Project No. 3900.011

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: General Construction

CONTRACT DATED: November 5, 2015

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Developers Surety and Indemnity Company
650 N. Sam Houston Pkwy E., Suite 541
Houston, TX 77060

, SURETY,

on bond of
(Insert name and address of Contractor)

R & B Group, Inc.
1213 N. Durham
Houston, TX 77008

, CONTRACTOR,

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

City of Brenham
200 West Vulcan Street
Brenham, TX 77833

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: September 13, 2016
(Insert in writing the month followed by the numeric date and year.)

Developers Surety and Indemnity Company

(Surety)
By: 
(Signature of authorized representative)

Erica Cox Attorney-in-Fact
(Printed name and title)

Attest
(Seal):


Rebecca Garza, Account Technician

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
PO Box 19726, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint:

Erica Cox, Phillip Baker, Edward Arens, Michele Bonnin, Jillian McKenzie, jointly or severally

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation, as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporation could do, but reserving to each of said corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, any Executive Vice-President, Senior Vice-President or Vice-President of the corporation be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers 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 shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this January 29, 2015.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark Lansdon*
Mark Lansdon, Vice-President



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On January 29, 2015 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer

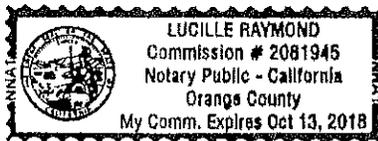
personally appeared Daniel Young and Mark Lansdon
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Lucille Raymond*
Lucille Raymond, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 13th day of September, 2016.

By: *Cassie J. Christford*
Cassie J. Christford, Assistant Secretary



AGENDA ITEM 11

DATE OF MEETING: November 3, 2016	DATE SUBMITTED: October 31, 2016	
DEPT. OF ORIGIN: Public Utilities	SUBMITTED BY: Lowell Ogle	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Agreement Between the City of Brenham and O'Malley Strand Associates, Inc. for Engineering Services Related to the Rehabilitation of the Church Street Water Tower and Authorize the Mayor to Execute Any Necessary Documentation		
SUMMARY STATEMENT: Attached is an agreement from O'Malley Strand Associates, Inc. for engineering services related to the Church Street Water Tower Rehabilitation project. On September 9, 2016, the city solicited proposals for qualified Engineering/Architectural/Surveying Firm to prepare all preliminary and final design plans and specifications. Only one proposal was received, that of O'Malley Strand Associates, Inc. This is for the CDBG grant project. The services to be provided include, but are not limited to, making surveys of existing right-of-ways, furnish monthly status reports, submit detailed drawings and plans to regulatory agencies, review drawings furnished by contractors, resolve payment request, etc. The estimated engineering fees for this project and estimated to be \$40,000 to \$60,000 based on final design and the amount of work identified. Staff recommends council approve the Agreement for Engineering Services with O'Malley Strand Associates, Inc.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Engineering/Architectural/Surveyor Services Agreement		
FUNDING SOURCE (Where Applicable): Grant Funds, Budget.		

RECOMMENDED ACTION: Approve an agreement between the City of Brenham and O'Malley Strand Associates, Inc. for engineering services related to the rehabilitation of the Church Street Water Tower and authorize the Mayor to execute any necessary documentation

APPROVALS: Terry K. Roberts

ENGINEERING/ARCHITECTURAL/SURVEYOR SERVICES

PART I AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2016 by and between the CITY OF BRENHAM, hereinafter called the "City", acting herein by Milton Y. Tate, Jr., Mayor hereunto duly authorized, and O'MALLEY STRAND ASSOCIATES, INC. hereinafter called "Firm," acting herein by Matthew S. Richards, Corporate Secretary.

WITNESSETH THAT:

WHEREAS, the City of Brenham desires to construct the following: coating improvements on its Church St. water tower under the general direction of the Texas Community Development Block Grant (hereinafter called "TxCDBG") Program administered by the Texas Department of Agriculture (TDA); and Whereas the City desires to engage Firm to render certain engineering services in connection with the TxCDBG Project, Contract Number 7216059.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

The Firm will perform the services set out in Part II, Scope of Services.

2. Time of Performance - The services of the Firm shall commence on the day following execution of this contract. In any event, all of the services required and performed hereunder shall be completed no later than the time stipulated in the written contract between the City and TDA.

3. Local Program Liaison - For purposes of this Agreement, the City Manager or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Firm. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

4. Access to Records - The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas Department of Agriculture (TDA), and the City/County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Firm which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the City/County's TxCDBG contract with TDA.

5. Retention of Records - The Firm shall retain all required records for three years after the City/County makes its final payment and all pending matters are closed.

6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$47,900.00. Payment to the Firm shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.

7. Indemnification - The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City/County and its agency members from and against any and all claims, costs, suits, and damages, including attorney's fees, arising out of the Firm's performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

8. Miscellaneous Provisions

- a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Washington County, Texas.
- b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to an incorporated into this Agreement.

9. Extent of Agreement

This Agreement, which includes Parts I-V, and Exhibit 1 represents the entire and integrated agreement between the City/County and the Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both City/County and the Firm.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY: _____
(Local City/County Official)
Milton Y. Tate, Jr.
(Printed Name)
Mayor
(Title)

BY: *Matthew S. Richards*
(Firm/Contractor's Authorized Representative)
Matthew S. Richards
(Printed Name)
Corporate Secretary
(Title)

PART II
SCOPE OF SERVICES

The Firm shall render the following professional services necessary for the development of the project:

SCOPE OF SERVICES

1. Attend preliminary conferences with the City/County regarding the requirements of the project.
2. Determine necessity for acquisition of any additional real property/easements/right-of-ways (ROWS) for the TxCDBG project and, if applicable, furnish to the City/County:
 - a. Name and address of property owners;
 - b. Legal description of parcels to be acquired; and
 - c. Map showing entire tract with designation of part to be acquired.
3. Make any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advice as to the necessity of the City/County providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The Firm will review any tests required and act as the City/County's representative in connection with any such services.
4. Prepare railroad/highway permits.
5. Prepare a preliminary engineering/architectural study and report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the City/County, to include preliminary layouts, sketches and cost estimates for the project, and to set forth clearly the Firm's recommendations; to be completed within 60 days of execution of this Agreement.
6. Furnish the City/County copies of the preliminary report, if applicable (additional copies will be furnished to the City/County at direct cost of reproduction).
7. Furnish the City/County a written monthly status report at least seven (7) days prior to the regularly scheduled council/commissioner's court meeting until the project is closed by TDA. The format for this report is attached to this Agreement as Exhibit 1.
8. Submit detailed drawings and plans/specifications to appropriate regulatory agency(ies) and obtain clearance.
9. Prepare bid packet/contract documents/advertisement for bids. At the time the bid packet is completed, the Firm shall also furnish to the City/County an updated written Estimate of Probable Costs for the Project.
10. Make 10-day call to confirm prevailing wage decision.
11. Incorporate any and all wage rate modifications or supersedes via bid addendum (if applicable).
12. Conduct bid opening and prepare minutes.
13. Tabulate, analyze, and review bids for completeness and accuracy.
14. Accomplish construction contractor's eligibility verification through www.SAM.gov.
15. Conduct pre-construction conference and prepare copy of report/minutes.
16. Issue Notice to Proceed to construction contractor.
17. Provide in all proposed construction contracts deductive alternatives where feasible, so that should the lowest responsive base bid for construction exceed the funds available, deductive alternatives can be taken to reduce the bid price.
18. Design for access by persons with disabilities for those facilities to be used by the public in accordance with Public Law 504.
19. Use TDA-approved forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond.
20. Make periodic visits, no less than every 30 days during the construction period, to the site to observe the progress and quality of the work, and to determine, in general, if the work is proceeding in accordance with the Agreement.

21. Consult with and advise the City/County during construction; issue to contractors all instructions requested by the City/County; and prepare routine change orders if required, at no charge for engineering services to the City/County when the change order is required to correct errors or omissions by the Firm; provide price analysis for change orders; process change orders approved by City/County and the Firm and submit to TDA for approval prior to execution with the construction contractor.
22. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site).
23. Resolve all payment requests within 14 days of receipt of signed pay request from the construction contractor.
24. Based on the Firm's on-site observations and review of the contractor's applications for payment, determine the amount owed to the contractor in such amounts; such approvals of payment to constitute a representation to the City/County, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications and contract documents.
25. Recommend that a 10% retainage is withheld from all payments on construction contracts until final acceptance by the City/County and approval by TDA, unless State or local law provides otherwise.
26. Prepare Certificate of Construction Completion and Clean Lien Certificate. A Clean Lien Certificate may be prepared for each of the Prime Contractor(s) and each of the subcontractor(s).
27. Conduct interim/final inspections.
28. Revise contract drawings to show the work as actually constructed, and furnish the City/County with a set of "record drawings" plans.
29. The Firm will provide a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to the owner. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the Firm shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to the City/County. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be provided to the owner in written form.

SUBCONTRACTS

1. No work under this Agreement shall be subcontracted by the Firm without prior approval, in writing, from the City/County.
2. The Firm shall, prior to proceeding with the work, notify the City/County in writing of the name of any subcontractors proposed for the work, including the extent and character of the work to be done by each.
3. If any time during progress of the work, the City/County determines that any subcontractor is incompetent or undesirable, the City/County will notify the Firm who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the City/County.
4. The Firm will include in all contracts and subcontracts in excess of \$150,000 a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). The provisions shall require reporting of violations to TDA and to the Regional Office of the Environmental Protection Agency (EPA).
5. The Firm will include in all contracts and subcontracts in excess of \$150,000 provisions or conditions which will allow for administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.

6. The Firm will include in all contracts and subcontracts in excess of \$10,000 provisions addressing termination for cause and for convenience by the City/County including the manner by which it will be effected and the basis for settlement.
7. The Firm will include in all contracts and subcontracts provisions requiring compliance with the following, if applicable:
 - a. Prime construction contracts in excess of \$2,000, compliance with the Davis-Bacon Act, as amended (40 U.S.C.3141-3144, 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5);
 - b. Prime construction contracts in excess of \$2,000, compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3)
 - c. Contracts greater than \$10,000, the inclusion of the Equal Opportunity clause provided under 41 CFR 60-1.4(b) (Executive Order 11246);
 - d. Section 3 of the Housing and Urban Development Act of 1968;
 - e. Contracts exceeding \$100,000, compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);
 - f. For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), including work week requirements and safety conditions for workers, as supplemented by Department of Labor regulations (29 CFR Part 5); and
 - g. For procurement of recovered materials where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000, compliance with 2 CFR 200.322 and section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, which requires procuring only items designated in guidelines of the EPA at 40 CFR part 247 that contain the highest percentage of recovered materials practicable.
8. The Firm will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 2 CFR Part 2424. A certification shall be provided and received from each proposed subcontractor under this contract and its principals.
9. The Firm will include in all negotiated contracts and subcontracts a provision to the effect that the City/County, TDA, the Texas Comptroller of Public Accounts, the Comptroller General of the United States, the U.S. Department of Housing and Urban Development (HUD), or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.
10. The Firm will include in all contracts and subcontracts a requirement that the contractor maintain all relevant project records for three (3) years after the City/County has made final payment to the contractor and all other pending matters are closed.

STANDARD OF PERFORMANCE AND DEFICIENCIES

1. All services of the Firm and its independent professional associates, consultants and subcontractors will be performed in a professional, reasonable and prudent manner in accordance with generally accepted professional practice. The Firm represents that it has the required skills and capacity to perform work and services to be provided under this Agreement.
2. The Firm represents that services provided under this Agreement shall be performed within the limits prescribed by the City/County in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.
3. Any deficiency in Firm's work and services performed under this contract shall be subject to the provisions of applicable state and federal law. Any deficiency discovered shall be corrected upon notice from City/County and at the Firm's expense if the deficiency is due to Firm's negligence. The City/County shall notify the Firm in writing of any such deficiency and provide an opportunity for mutual investigation and resolution of the problem prior to pursuit of any judicial remedy. In any case, this

provision shall in no way limit the judicial remedies available to the City/County under applicable state or federal law.

4. The Firm agrees to and shall hold harmless the City/County, its officers, employees, and agents from all claims and liability of whatsoever kind or character due to or arising solely out of the negligent acts or omissions of the Firm, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Firm doing the work herein contracted for or by or in consequence of any negligence in the performance of this Agreement, or by or on account of any omission in the performance of this Agreement.

**PART III -
PAYMENT SCHEDULE**

City/County shall reimburse the Firm for professional services provided upon completion of the following project milestones per the following percentages of the maximum contract amount:

Milestone	% of Contract Fee
• Approval of Preliminary Engineering Plans and Specifications by City/County.	60%
• Approval of Plans and Specifications by Regulatory Agency(ies).	15%
• Completion of bid advertisement and contract award.	10%
• Completion of construction staking.	5%
• Completion of Final Closeout Assessment and submittal of "As Builts" to City/County.	5%
• Completion of final inspection and acceptance by the City/County.	5%
Total	100%

The fee for all other Special Services shall not exceed a total of Eleven Thousand Nine Hundred and No/100 Dollars (\$11,900.00). The payment for these Special Services shall be paid as a lump sum, per the following schedule:

1. The Firm shall be paid upon completion of surveying, necessary field data, and acquisition data, if applicable, the sum of Nine Hundred and No/100 Dollars (\$900.00).
2. The Firm shall be paid upon completion of NACE certified construction inspection services, if applicable, the sum of Eleven Thousand_ and No/100 Dollars (\$11,000.00).
3. The payment requests shall be prepared by the Firm and be accompanied by such supporting data to substantiate the amounts requested.
4. Any work performed by the Firm prior to the execution of this Agreement is at the Firm's sole risk and expense.

PART IV
TERMS AND CONDITIONS

1. Termination of Agreement for Cause. If the Firm fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Firm violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City/County shall have the right to terminate this Agreement by giving written notice to the Firm of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm pursuant to this Agreement shall, at the option of the City/County, be turned over to the City / County and become the property of the City / County. In the event of termination for cause, the Firm shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Firm shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of the Agreement by the Firm, and the City/County may set-off the damages it incurred as a result of the Firm's breach of the contract from any amounts it might otherwise owe the Firm.

2. Termination for Convenience of the City/County.

City/County may at any time and for any reason terminate Contractor's services and work at City/County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by City/County; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against City/County for any additional compensation or damages in the event of such termination and payment.

3. Changes. The City/County may, from time to time, request changes in the services the Firm will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Amendment and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. *[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the*

parties.] If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.

- a. The Firm represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City/County.
- b. All of the services required hereunder will be performed by the Firm or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City/County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. Assignability. The Firm shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City/County thereto; Provided, however, that claims for money by the Firm from the City/County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City/County.

7. Reports and Information. The Firm, at such times and in such forms as the City/County may require, shall furnish the City/County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

8. Records and Audits. The Firm shall insure that the City/County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The Firm and the City/County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.

9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City/County.

10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Firm.

11. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City/County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

12. Conflicts of interest.

- a. Governing Body. No member of the governing body of the City/County and no other officer, employee, or agent of the City/County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of TxCDBG award between TDA

and the City / County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.

b. Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the TxCDBG award between TDA and the City/County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.

a. The Firm and Employees. The Firm warrants and represents that it has no conflict of interest associated with the TxCDBG award between TDA and the City/County or this Agreement. The Firm further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TxCDBG award between TDA and the City/County or in any business, entity, organization or person that may benefit from the award. The Firm further agrees that it will not employ an individual with a conflict of interest as described herein.

13. Debarment and Suspension (Executive Orders 12549 and 12689)

The Firm certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Firm. The Firm understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

Federal Civil Rights Compliance.

14. Equal Opportunity Clause (applicable to contracts and subcontracts over \$10,000).

During the performance of this contract, the Firm agrees as follows:

a. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The Firm will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in

furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- d. The Firm will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - e. The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - f. The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - g. In the event of the Firm's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Firm may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - h. The Firm will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.
15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
16. Section 109 of the Housing and Community Development Act of 1974. The Firm shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
17. Section 504 of the Rehabilitation Act of 1973, as amended. The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
18. Age Discrimination Act of 1975. The Firm shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in,

be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (if contract greater than or equal to \$100,000)

The Firm certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract. The Firm shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

20. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c. The Firm agrees to send to each labor organization or representative of workers with which the Firm has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Firm's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The Firm agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Firm will not subcontract with any subcontractor where the Firm has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

e. The Firm will certify that any vacant employment positions, including training positions, that are filled (1) after the Firm is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Firm's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of

section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

PART V
PROJECT TIME SCHEDULE
ENGINEERING/ARCHITECTURAL/SURVEYOR
PROFESSIONAL SERVICES

Preliminary Engineering Phase: 2 months

Design Phase: 2 months

Bidding Phase: 2 months

Construction Phase: 6 months

Project Closeout Phase: 1 month

Total: 13 months

Note: The above schedule will begin when the City of Brenham notifies O'Malley Strand Associates, Inc. to begin the Preliminary Engineering Phase.

MONTHLY STATUS REPORT

Grant Recipient: _____

Date Submitted: _____

Grant No.: _____

Reporting Period: _____

Project Status:

Date of Last Inspection: _____

Name of Inspector: _____

Inspection Description:

Projected Date of Construction Completion: _____

Amount of Last Pay Request: _____

Date of Last Pay Request: _____

Status of Last Pay Request: _____

List of Subcontractors Onsite

Name

Date Cleared by Grant Administrator

_____	_____
_____	_____
_____	_____

**This report may be e-mailed or faxed to the Grant Recipient*



AGENDA ITEM 12

DATE OF MEETING: November 3, 2016	DATE SUBMITTED: October 28, 2016	
DEPT. OF ORIGIN: Public Utilities	SUBMITTED BY: Lowell Ogle	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Resolution No. R-16-031 Designating the Authorized Signatories for the Texas Community Development Block Grant Program Contract No. 7216059 Related to the Rehabilitation of the Church Street Water Tower		
SUMMARY STATEMENT: In September 2016 Resolution No. R-16-026 was passed authorizing the acceptance of a grant in the amount of \$275,000 from the Texas Department of Agriculture as well authorizing certain City of Brenham Representatives to sign and submit funding documents related to grant documents for the rehabilitation of the Church Street Water Tower.		
<p>Since the council passed Resolution No. R-16-026 in September 2016, the Texas Community Development Block Grant Program (TXCDBG) has requested a resolution, using their wording, be passed authorizing certain City of Brenham representatives to execute contractual documents between the Texas Department of Agriculture and the City of Brenham as well as certain City of Brenham representatives be authorized to execute State of Texas Purchase Vouchers and Request for Payment Form documents. Those being as follows:</p> <p>The Mayor or City Manager be authorized to execute contractual documents between the Texas Department of Agriculture and the City/County for the 2016 Texas Community Development Block Grant Program AND the Mayor, City Manager, Assistant City Manager-Public Utilities, or Assistant City Manager-CFO be authorized to execute the State of Texas Purchase Voucher and Request for Payment Form documents required for requesting funds approved in the 2016 Texas Community Development Block Grant Program.</p> <p>We ask that council approve the above designees as signatories on any and all documents associated with the Church Street Water Tower Rehabilitation Project as requested funds are obtained from State of Texas agencies.</p>		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
<p>A. PROS: Funds to provide the much needed work on the Church Street Water Tower.</p> <p>B. CONS:</p>		

ALTERNATIVES (In Suggested Order of Staff Preference):
ATTACHMENTS: (1) Resolution No. R-16-031
FUNDING SOURCE (Where Applicable): N/A
RECOMMENDED ACTION: Approve Resolution No. R-16-031 designating the authorized signatories for the Texas Community Development Block Grant Program Contract No. 7216059 related to the rehabilitation of the Church Street Water Tower
APPROVALS: Terry K. Roberts

RESOLUTION NO. R-16-031 AUTHORIZING SIGNATORIES

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (TxCDBG) CONTRACT NUMBER 7216059

WHEREAS, the City of Brenham, Texas has received a 2016 Texas Community Development Block Grant award to provide (water/wastewater/road/other) improvements, and;

WHEREAS, it is necessary to appoint persons to execute contractual documents and documents for requesting funds from the Texas Department of Agriculture, and;

WHEREAS, an original signed copy of the TxCDBG *Depository/Authorized Signatories Designation Form (Form A202)* is to be submitted with a copy of this Resolution, and;

WHEREAS, the City of Brenham, Texas acknowledges that in the event that an authorized signatory of the City changes (elections, illness, resignations, etc.), the City/County must provide TxCDBG with the following:

- a resolution stating who the new authorized signatory is (not required if this original resolution names only the title and not the name of the signatory); and
- a revised TxCDBG *Depository/ Authorized Signatories Designation Form (Form A202)*.

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

The **(Mayor, City Manager)** be authorized to execute contractual documents between the Texas Department of Agriculture and the City/County for the 2016 Texas Community Development Block Grant Program.

The **(Mayor, City Manager, Assistant City Manager-Public Utilities, Assistant City Manager-CFO)** be authorized to execute the *State of Texas Purchase Voucher and Request for Payment Form* documents required for requesting funds approved in the 2016 Texas Community Development Block Grant Program.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS on _____, 2016.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



AGENDA ITEM 13

DATE OF MEETING: November 3, 2016	DATE SUBMITTED: October 28, 2016	
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Terry K. Roberts	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1 ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2 ND READING
<input type="checkbox"/> EXECUTIVE SESSION	<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> RESOLUTION
	<input type="checkbox"/> WORK SESSION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon a Request from the Brenham Housing Authority to Increase the Membership of the Brenham Housing Authority Board from Seven (7) Members to Nine (9) Members		
SUMMARY STATEMENT: As we approach the time of year when Council considers board appointments and re-appointments, the Brenham Housing Authority wants to expand the size of their board from seven to nine members. BHA Executive Director Vince Michel provides an explanation for the expansion and includes a copy of the Board's resolution dealing with the Board's expansion. The laws governing housing authority boards of directors allow for this type of expansion. If the Council is agreeable to the expansion, it will help to know that now as efforts are made to fill positions on the board.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Letter from BHA Executive Director Requesting Board Expansion; and (2) BHA Board Resolution		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: Approve a request from the Brenham Housing Authority to increase the membership of the Brenham Housing Authority Board from seven (7) members to nine (9) members		
APPROVALS: Terry K. Roberts		



Brenham Housing Authority

October 24, 2016

To: Mr. Milton Tate, Mayor, City of Brenham, Texas
City Council Members, City of Brenham, Texas
200 West Vulcan Street, Brenham Texas 77833

Dear Mayor Tate and City Council Members,

On March 29, 2016, the Board of Commissioners of the Brenham Housing Authority, by Resolution (see attachment), voted to increase the number of commissioners from seven members to nine members. This proposed increase is consistent with and allowed under Local Government Code Section 392.031, Subchapter C – Commissioners and Employees, which allows five, seven, nine, or eleven governing commissioners.

The Brenham Housing Authority currently has two additional related entities, Northside Terrace Apartments, Inc., and the Washington County Housing Corporation in which the acting commissioners of the housing authority also serve as board members. As BHA converts out of the public housing program within HUD's Rental Assistance Demonstration program, additional ownership entities requiring BHA oversight will be formed as well. The need for the same individuals to serve on multiple boards has placed an undue hardship on these valued volunteers. The proposed increase in board members will allow for executive committees to be formed. The committees can then focus on specific entities and tasks thus reducing the time and effort required for each individual board member.

It is within this context that we are requesting the Brenham City Council to approve this proposed increase and to authorize Mayor Tate to appoint the two additional board members during the December, 2016 appointment period. We are requesting that this item be placed on the Agenda for the November 3, 2016 council meeting so that it may be taken up for consideration at that time.

If there is any additional information you may need subject to this request, please do not hesitate to contact me. Thank you for your time and consideration in this matter.

Sincerely,

Vince Michel

Executive Director, Brenham Housing Authority
1801 Northview Circle Drive, Brenham Texas 77833
979-836-9221 x106

RESOLUTION APPROVING REVISIONS TO THE
BY-LAWS of the HOUSING AUTHORITY OF THE CITY OF BRENHAM

BE IT RESOLVED by the Commissioners of the Housing Authority of the City of Brenham, Texas.

WHEREAS, the Board of Commissioners of the Housing Authority of the City of Brenham, has reviewed the attached Minutes of the Special Meeting of the Board of Commissioners held on February 22, 2016 to revise the BY-LAWS of the Housing Authority of the City of Brenham, and;

NOW THEREFORE, the Board of Commissioners of the Housing Authority of the City of Brenham approves the attached minutes and authorizes the approved revisions to be incorporated into the BHA By-Laws.

This resolution was passed and approved by the Housing Authority of the City of Brenham, Texas this 29th day of March, 2016.

ATTEST:



Secretary

APPROVED:



Chairman

**MINUTES OF SPECIAL MEETING
OF THE COMMISSIONERS OF
HOUSING AUTHORITY OF THE CITY OF BRENHAM**

A Special Meeting of the Commissioners of Housing Authority of the City of Brenham on February 22, 2016.

The following commissioners were present: John Harris, Rick Flammer, Ray Daugbjerg, Cory Flencher, Jerry Calvert, Wanda Cooley, and Lilian Pollard. A quorum was declared.

Commissioner Flammer called the meeting to order and stated that the meeting had been called in accordance with the Bylaws. Vince Michel acted as Secretary of the meeting.

Commissioner Flammer then announced that the meeting was called to consider the following: Increasing the number of commissioners of Housing Authority of the City of Brenham from seven (7) commissioners to nine (9) commissioners, of which, seven shall be at large commissioners and two shall be resident commissioners. After discussion and motion duly made, seconded and carried, it was:

RESOLVED, that the number of commissioners of Housing Authority of the City of Brenham be increased from seven (7) commissioners to nine (9) commissioners, of which, seven shall be at large commissioners and two shall be resident commissioners.

The following was also considered: Moving the annual meeting to the first regularly scheduled meeting of the calendar year. After discussion and motion duly made, seconded and carried, it was:

RESOLVED, that the annual meeting be held on the first regularly scheduled meeting of the calendar year.

There being no further business to come before the Commissioners, on motion duly made, seconded and carried, the meeting was adjourned.