



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, MAY 19, 2022 AT 01:00 PM
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN STREET
BRENHAM, TEXAS**

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags - Councilmember Shannan Canales**
- 3. Proclamations**
 - ◆ National Peace Officers Memorial Week**
- 4. Special Recognitions**
 - ◆ Chief's Commendation - Officer Lawrence Garnett**
- 5. Citizens Comments**

CONSENT AGENDA

- 6. Statutory Consent Agenda**

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

 - 6-a. Approve the Minutes from the May 5, 2022 Special Meeting and May 5, 2022 Regular Meeting**
 - 6-b. Approve Ordinance No. O-22-009 on Its Second Reading Amending Chapter 2, Administration, of the Code of Ordinances of the City of Brenham, Texas by Repealing Article VII, Library Advisory Board, and Providing for a New Article VII, Reserved, for Future Amendments to Chapter 2, Administration**

- 6-c. Approve the Termination of a Contract Between the City of Brenham and Waller County Asphalt Related to Bid. No. 19-005 for Type 'D' Hot Mix Asphalt and Authorize the Mayor to Execute Any Necessary Documentation**
- 6-d. Approve a Noise Variance Request from Brazos Valley Brewing Company for Live Outdoor Music at 206 S. Jackson Street, for Various Dates and Hours Between May 20, 2022 and June 5, 2022**
- 6-e. Approve a Noise Variance for the City of Brenham for Pop-Up Play Day to be Held on May 21, 2022 at Jackson Street Park from 8:30 A.M. to 12 P.M.**
- 6-f. Approve a Noise Variance for The Republican Club of Washington County for a Candidate Forum to be Held on June 2, 2022 at Fireman's Park Pavilion from 2 P.M. to 10 P.M.**

PUBLIC HEARING

- 7. Public Hearing Regarding Draft Redistricting Plans as Designated by the City Council for Public Comments**

REGULAR SESSION

- 8. Discuss and Possibly Act Upon an Ordinance on Its First Reading Adopting a Final Redistricting Plan**
- 9. Discuss and Possibly Act Upon the Acceptance of a Donation from The Fortnightly Club in the Amount of \$35,000 for the Nancy Carol Robert Memorial Library and Authorize the Mayor to Execute Any Necessary Documentation**
- 10. Discuss and Possibly Act Upon the Appointment of Members to the City of Brenham's Airport Master Plan Committee (AMPC) and Authorize the Mayor to Execute Any Necessary Documentation**
- 11. Discuss and Possibly Act Upon a Service Agreement Between the City of Brenham and Bassco Services, Inc. for the Design, Construction, and Installation of the Fuel Farm at the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation**

- 12. Administrative/Elected Officials Report**

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

Adjourn

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

CERTIFICATION

I certify that a copy of the May 19, 2022 agenda of items to be considered by the City of Brenham City Council was posted to the City Hall bulletin board at 200 W. Vulcan St., Brenham, TX on the 16th day of May, 2022 at 10:45 A.M.

Jeana Bellinger, TRMC, CMC

City Secretary

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

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the _____ day of _____, 2022 at _____ AM/PM.

Signature

Title

PROCLAMATION

WHEREAS, There are more than 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of the City of Brenham Police Department; and

WHEREAS, Since the first recorded death in 1786, more than 20,000 law enforcement officers in the United States have made the ultimate sacrifice and have been killed in the line of duty; and

WHEREAS, The names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.; and

WHEREAS, Year to date, there have been 99 line of duty deaths of police officers nationwide, with 23 of those deaths occurring in the state of Texas; and

WHEREAS, May 15 is designated as National Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half-staff; and

WHEREAS, All citizens are urged to make every effort to express heartfelt appreciation to the men and women who risk their lives daily to guard each of us against evildoers;

NOW, THEREFORE, I, Mayor Milton Y. Tate Jr. of the City of Brenham, do hereby proclaim the week of May 15-21, 2022 as

NATIONAL PEACE OFFICERS MEMORIAL WEEK

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

Milton Y. Tate Jr., Mayor
City of Brenham

Brenham City Council Minutes

A special meeting of the Brenham City Council was held on Thursday, May 5, 2022 beginning at 10:00 a.m. at the Brenham Fire Department Emergency Operations Center, 101 N. Chappell Hill Street Brenham, Texas.

Members Present:

Mayor Milton Y. Tate, Jr.
Mayor Pro Tem Clint Kolby
Councilmember Leah Cook
Councilmember Albert Wright

Members Absent:

Councilmember Shannan Canales
Councilmember Adonna Saunders
Councilmember Atwood Kenjura

City of Brenham Staff present:

City Manager Carolyn Miller, City Attorney Cary Bovey, City Secretary Jeana Bellinger, Legal and Legislative Services Manager Karen Stack, Deputy City Secretary Alyssa Faykus, Executive Administrative Assistant Monique Breaux, Fire Chief Roger Williams, Kim Hodde, and Mason Patranella

Citizens/Others Present:

Carol Foster Jackson and Syd Falk. Cameron Arcenau was in attendance via web conference

Media Present:

Trace Harris, Brenham Banner-Press; and Mark Whitehead, KWHI

1. Call Meeting to Order

REGULAR SESSION

2. Presentation and Discussion by Redistricting Counsel of Draft Redistricting Plans

Syd Falk with Bickerstaff Heath Delgado Acosta (Bickerstaff) reminded Council that Ward Two (Wright) is under-populated by 392 people while Ward Three (Kenjura) is over-populated by 366 people. Falk stated that this deviation in population exceeds the standard ten percent (10%) that has generally been recognized by the courts as the maximum possible deviation.

Based on the deviation being greater than ten percent, Mr. Falk presented two (2) draft redistricting plans for the City Council to consider:

- (1) Draft Redistricting Plan A; and
- (2) Draft Redistricting Plan B

Mayor Tate questioned if the racial balance in Plan B was adequate. Falk responded that both Plan A and Plan B had little change in the African American ward population so, in his opinion, the change was not material.

Washington County Elections Administrator Carol Jackson requested that Plan B not be considered because it would change the County Commissioner precincts in such a way that the County would no longer be able to use the American Legion Hall as a polling location. The City Council agreed and decided to not further consider Draft Plan B.

Jackson also asked if Plan A could be revised in such a way that County Precinct 117 would not be split by possibly moving all of Precinct 117 into Ward 2 instead of just a portion of it. The City Council agreed to try and redraw a revised Plan A to see if the precinct could be moved in whole.

3. Redistricting Plan Map-Drawing Session with Redistricting Legal Counsel

Falk, along Bickerstaff's GIS Specialist Cameron Arcenau and the city's GIS Specialist Mason Patranella worked together to draw "Draft Redistricting Plan C" which would move the Ward 2 boundary lines fully within County Precinct 117 boundaries. After much discussion and consideration, the Council agreed to move forward with Draft Redistricting Plan C.

Councilmember Cooked questioned if there needed to be another plan to present for public comment. Falk confirmed that one draft plan was adequate for public consideration.

4. Discuss and Possibly Act Upon the Designation of One or More Draft Redistricting Plans as Illustrative Plan(s) to be Proposed for Public Consideration and Comment

A motion was made by Councilmember Cook and seconded by Councilmember Wright to designate Draft Redistricting Plan C as the Illustrative Plan to be proposed for public consideration and comment.

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

| | |
|--------------------------------------|---------------|
| Mayor Milton Y. Tate, Jr. | Yes |
| Mayor Pro Tem Clint Kolby | Yes |
| Councilmember Shannan Canales | Absent |
| Councilmember Leah Cook | Yes |
| Councilmember Atwood Kenjura | Absent |
| Councilmember Adonna Saunders | Absent |
| Councilmember Albert Wright | Yes |

5. Discuss and Possibly Act Upon Setting a Date and Time for a Public Hearing on Designating Illustrative Redistricting Plan(s)

City Secretary Jeana Bellinger advised that the Public Hearing could be held on either May 19th or June 2nd, depending on Falk’s availability. Falk advised that he is waiting to confirm with another client but could get a final date for the Public Hearing to Bellinger by the next day.

A motion was made by Mayor Pro Tem Kolby and seconded by Councilmember Cook to designate May 19, 2022 and June 2, 2022 as the Public Hearing dates for the designated Illustrative Draft Redistricting Plan C, subject to Falk’s availability.

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

| | |
|--------------------------------------|---------------|
| Mayor Milton Y. Tate, Jr. | Yes |
| Mayor Pro Tem Clint Kolby | Yes |
| Councilmember Shannan Canales | Absent |
| Councilmember Leah Cook | Yes |
| Councilmember Atwood Kenjura | Absent |
| Councilmember Adonna Saunders | Absent |
| Councilmember Albert Wright | Yes |

6. Administrative/Elected Officials Report

There were no reports given.

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

DRAFT

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on Thursday, May 5, 2022 beginning at 1:00 p.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members Present:

Mayor Milton Y. Tate, Jr.
Mayor Pro Tem Clint Kolby
Councilmember Shannan Canales
Councilmember Leah Cook
Councilmember Atwood Kenjura
Councilmember Adonna Saunders
Councilmember Albert Wright

Members Absent:

None

City of Brenham Staff present:

City Manager Carolyn Miller, City Attorney Cary Bovey, City Secretary Jeana Bellinger, General Manager of Public Utilities Debbie Gaffey, Deputy General Manager of Public Utilities Alton Sommerfield, Director of Public Works Dane Rau, Director of Development Services Stephanie Doland, Director of Economic Development Susan Cates, Tourism and Marketing Director Jennifer Eckermann, Nancy Joiner, Director of Finance Stacy Hardy, Human Resources Director Susan Nienstedt, Deputy City Secretary Alyssa Faykus, Legal and Legislative Services Manager Karen Stack, Shawn Bolenbarr, City Planner Shauna Laauwe, Purchasing Supervisor Kyle Branham, Kevin Boggus, Cynthia Longhofer, JoAnne Hynes, Andrea Carver, Nancy Stafford, Capt. Lloyd Powell, Police Chief Ron Parker, Stephen Draehn, and Jerry Saldivar

Citizens/Others Present:

Margie Young and Elizabeth Price

Media Present:

Trace Harris, Brenham Banner-Press; and Josh Blaschke, KWHI

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

No comments received.
4. **Proclamations**
 - **Municipal Clerks Week**
5. **Special Recognitions**
 - **Chief’s Commendation – Officer Grayson Marburger**
6. **Service Recognitions**
 - **John Arnold, Jr., Street Department – 5 Years**
 - **Stephen Draehn, Maintenance – 10 Years**
 - **Shawn Bolenbarr, Public Works – 15 Years**

CONSENT AGENDA

7. **Statutory Consent Agenda**
 - 7-a. **Approve the Minutes from the April 7, 2022 and April 20, 2022 Regular City Council Meetings**
 - 7-b. **Approve Ordinance No. O-22-008 on Its Second Reading Amending Appendix A – ‘Zoning’ of the Code of Ordinances and the Official Zoning Map of the City of Brenham to Change the Zoning District from a Mixed Residential Use District (R-2) to a Local Business Residential Mixed Use District (B-1) on 1.202-Acres of Land Currently Addressed as 1003 Hasskarl Drive and Being Further Described as Lot 1 of Fairview Terrace Subdivision, Out of the Arrabella Harrington Survey, Abstract No. 55 in Brenham, Washington County, Texas (Case No. P-22-004)**
 - 7-c. **Approve a Noise Variance Request from Mount Rose Missionary Baptist Church for a Church Picnic at Henderson Park on May 7, 2022 from 9 A.M. to 6 P.M.**
 - 7-d. **Approve a Noise Variance from Lone Star Circle of Life Bike Tour for an Awareness Event for Blood, Organ, and Tissue Donors at Fireman’s Park on May 11, 2022 from 2:30 P.M. to 5:30 P.M.**

A motion was made by Councilmember Wright and seconded by Councilmember Canales to approve the Statutory Consent Agenda Items 7.a. thru 7.d. as presented.

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

| | |
|-------------------------------|-----|
| Mayor Milton Y. Tate, Jr. | Yes |
| Mayor Pro Tem Clint Kolby | Yes |
| Councilmember Shannan Canales | Yes |
| Councilmember Leah Cook | Yes |
| Councilmember Atwood Kenjura | Yes |
| Councilmember Adonna Saunders | Yes |
| Councilmember Albert Wright | Yes |

WORK SESSION

8. Discussion and Presentation of the City of Brenham Downtown Parklet Manual

City Manager Carolyn Miller presented this item. Miller said she had met with Councilmember Canales and Director of Tourism and Marketing Jennifer Eckermann to help create a list of concerns and possible revisions to the Parklet Manual to address the various concerns.

Miller explained that the proposed changes include:

- Allowing any business to apply for a parklet, not just restaurants.
- Removal of the terms “public” and “private” parklet. All parklets will be cost \$500 a year. The parklet sponsor will be allowed to reserve the parklet for private use during their business hours.
- Any existing parklets will be charged the new fee upon renewal of current agreement.
- Limit the number of parklets in downtown to six (6).
- No more than three (3) angled parking spaces or two (2) parallel parking spaces can be used for a parklet.
- Clarifying the responsibility for the parklet - for both the building owner and the business owner.
- Amplified music would not be allowed due to a current City ordinance.
- No advertising in or on any parklet.
- Replacing the term “umbrella” and replacing it with “shade structure”. All shade structures will have to be approved by the Development Services Department. Shade structures would be eligible for \$1,500 in grants through the Main Street Program.
- Initial round of applications would be for a 60-day time-period and be processed through the City Secretary’s Office
- Sponsors would have six (6) months to begin any new parklet project.

After further discussion, the Council requested these changes be reviewed by the Main Street Board for a final recommendation and a final Parklet Policy be brought back for final consideration and approval.

REGULAR SESSION

9. Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending Chapter 2, Administration, of the Code of Ordinances of the City of Brenham, Texas by Repealing Article VII, Reserved, for Future Amendments to Chapter 2, Administration

Legal and Legislative Services Manager Karen Stack presented this item. Stack said this is a housekeeping item which will bring the Library Advisory Board up to the standard of the current version of the Policies and Procedures for Boards and Commissions adopted by City Council in December of 2021.

A motion was made by Mayor Pro Tem Kolby and seconded by Councilmember Saunders to approve an ordinance on its first reading amending Chapter 2, Administration, of the Code of Ordinances of the City of Brenham, Texas by repealing Article VII, Library Advisory Board, and providing for a new Article VII, Reserved, for future amendments to Chapter 2, Administration.

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

| | |
|-------------------------------|-----|
| Mayor Milton Y. Tate, Jr. | Yes |
| Mayor Pro Tem Clint Kolby | Yes |
| Councilmember Shannan Canales | Yes |
| Councilmember Leah Cook | Yes |
| Councilmember Atwood Kenjura | Yes |
| Councilmember Adonna Saunders | Yes |
| Councilmember Albert Wright | Yes |

10. Discuss and Possibly Act Upon a Gift Deed to the City of Brenham from the Kruse Memorial Trust Conveying 1.5 Acres of Land Adjacent to the Brenham Family Park and Authorize the Mayor to Execute Any Necessary Documentation

Director of Public Works Dane Rau presented this item. Rau said while going through the design for the Brenham Family Park and looking at the retention pond/recreation lake structure, it was noted that additional land in that area would be best to achieve a more desirable retention pond/recreation lake structure. City staff, along with our engineers, Jones Carter (now Quiddity), worked with the Kruse family to deed an additional 1.5 acres of land to the City, which will allow the retention pond/lake structure to meet all of the needs of the park.

A motion was made by Councilmember Wright and seconded by Councilmember Canales to approve a gift deed to the City of Brenham from the Kruse Martial Trust conveying 1.5 acres of land adjacent to the Brenham Family Park and authorize the Mayor to execute any necessary documentation.

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

| | |
|-------------------------------|-----|
| Mayor Milton Y. Tate, Jr. | Yes |
| Mayor Pro Tem Clint Kolby | Yes |
| Councilmember Shannan Canales | Yes |
| Councilmember Leah Cook | Yes |
| Councilmember Atwood Kenjura | Yes |
| Councilmember Adonna Saunders | Yes |
| Councilmember Albert Wright | Yes |

11. Discuss and Possibly Act Upon Award of Bid No. 2021-05 for the Construction of an Additional Parking Lot at the Blue Bell Aquatic Center and Authorize the Mayor to Execute Any Necessary Documentation

Director of Public Works Dane Rau presented this item. Rau said BCDC approved the construction of a 12-bay parking lot that would serve the therapy pool users in a more convenient way. Staff worked with Strand Associates to design the parking lot, which will contain six handicap spots and six regular spots.

BCDC allocated \$250,000 to the project. Engineering cost \$64,500 and MBCM Management Inc. from Navasota had the lowest bid at \$153,728.00 to construct the parking lot and add door security access for this parking lot. The project will begin in late May. Rau also advised that the City was granted access from Brenham ISD to utilize a shared driveway for this addition.

A motion was made by Councilmember Canales and seconded by Councilmember Cook to award Bid No. 2021-05 to MBCM Management in the amount of \$153,728.00 for the construction of an additional parking lot at the Blue Bell Aquatic Center and authorize the Mayor to execute any necessary documentation.

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

| | |
|-------------------------------|-----|
| Mayor Milton Y. Tate, Jr. | Yes |
| Mayor Pro Tem Clint Kolby | Yes |
| Councilmember Shannan Canales | Yes |
| Councilmember Leah Cook | Yes |
| Councilmember Atwood Kenjura | Yes |
| Councilmember Adonna Saunders | Yes |
| Councilmember Albert Wright | Yes |

12. Discuss and Possibly Act Upon the Purchase and Installation of Two (2) HVAC Units for the City of Brenham Police Department, Using BuyBoard Contract No. 631-20, and Authorize the Mayor to Execute Any Necessary Documentation

Maintenance Superintendent Stephen Draehn presented this item. Draehn said on April 19, 2022, the City of Brenham received a quote from MLN Service Company for the replacement of two HVAC units for the City of Brenham Police Department. The quote was for the purchase and installation of a Carrier 60 Ton Package HVC unit and a Carrier 60 Ton Split System HVAC unit. Combined costs for the units totaled \$252,502.00. Draehn advised that MLN also agreed to a five-year warranty for parts and service of the two units.

A motion was made by Councilmember Kenjura and seconded by Councilmember Saunders to approve the purchase and installation of two HVAC units for the City of Brenham Police Department from MLN Service Company in the amount of \$252,502.00, using BuyBoard Contract No. 631-20, subject to the City Attorney’s final review and approval of the contract, and authorize the Mayor to execute any necessary documentation.

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

| | |
|-------------------------------|-----|
| Mayor Milton Y. Tate, Jr. | Yes |
| Mayor Pro Tem Clint Kolby | Yes |
| Councilmember Shannan Canales | Yes |
| Councilmember Leah Cook | Yes |
| Councilmember Atwood Kenjura | Yes |
| Councilmember Adonna Saunders | Yes |
| Councilmember Albert Wright | Yes |

13. Discuss and Possibly Act Upon a Financing Proposal from Brenham National Bank for the Purchase of Two (2) HVAC Units for the Brenham Police Department and Authorize the Mayor to Execute Any Necessary Documentation

Director of Finance Stacy Hardy presented this item. Hardy said this item is a companion item for the financing to two HVAC units for the Brenham Police Department. In order to proceed with the purchase, staff obtained three financing proposals for a seven-year note with a principal amount of \$252,502.00 and annual payments beginning in Fiscal Year 2023. Hardy advised that she recommends the approval of Brenham National Bank’s proposal offering the lowest interest rate of 3.45%.

A motion was made by Councilmember Canales and seconded by Councilmember Cook to approve an equipment financing proposal with Brenham National Bank in the amount of \$252,502.00 with a seven-year note and an interest rate of 3.45% for the purchase of two HVAC units for the Brenham Police Department and authorize the Mayor to execute any necessary documentation.

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

| | |
|-------------------------------|-----|
| Mayor Milton Y. Tate, Jr. | Yes |
| Mayor Pro Tem Clint Kolby | Yes |
| Councilmember Shannan Canales | Yes |
| Councilmember Leah Cook | Yes |
| Councilmember Atwood Kenjura | Yes |
| Councilmember Adonna Saunders | Yes |
| Councilmember Albert Wright | Yes |

14. Discuss and Possibly Act Upon a Contract Between the City of Brenham and EVOQUA Water Technologies, Inc. for the Purchase of Chlorine Dioxide for the City of Brenham Water Treatment Plant and Authorize the Mayor to Execute Any Necessary Documentation

Water Treatment Plant Operator Jerry Saldivar presented this item. Saldivar stated that EVOQUA currently provides the equipment that is used in the generation of chlorine dioxide at the lake intake structure and that EVOQUA has been the City's chlorine dioxide provider for more than 20 years.

Saldivar explained that the chemicals were not put out for competitive bidding due to it being considered a purchase necessary to preserve or protect the public health and safety of the City's residents. Saldivar stated that staff reached out to EVOQUA and obtained a quote of \$0.975/lb. for one year, with four optional one-year renewals, subject to the City's review and approval.

A motion was made by Mayor Pro Tem Kolby and seconded by Councilmember Canales to approve a one-year contract with four optional one-year renewals between the City of Brenham and EVOQUA Water Technologies, Inc. as an exempt procurement in accordance with Section 252.022(a)(2) of the Texas Local Government Code, of chlorine dioxide for the City of Brenham's Water Treatment Plant in the amount of \$0.975/lb. and authorize the Mayor to execute any necessary documentation.

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

| | |
|-------------------------------|-----|
| Mayor Milton Y. Tate, Jr. | Yes |
| Mayor Pro Tem Clint Kolby | Yes |
| Councilmember Shannan Canales | Yes |
| Councilmember Leah Cook | Yes |
| Councilmember Atwood Kenjura | Yes |
| Councilmember Adonna Saunders | Yes |
| Councilmember Albert Wright | Yes |

15. Administrative/Elected Officials Report

City Manager Carolyn Miller invited City Councilmembers to attend the Employee Appreciation Breakfast on May 9, 2022 from 7:30-9 a.m.

Council convened into Executive Session at 2:20 p.m.

EXECUTIVE SESSION

- 16. Section 551.071 Texas Government Code – Consultation with Attorney – Consultation with City Attorney Regarding City of Brenham v. WTG Gas Marketing, Inc.; Cause No. 37573; 335th Judicial District Court, Washington County, Texas**
- 17. Section 551.068 - Texas Government Code – Utility Competitive Matters – City of Brenham Gas Utility System – Gas Supply and Transportation Arrangements and Agreements, and Associated Matters**
- 18. Section 551.071 Texas Government Code – Consultation with City Attorney Regarding a U.S. Department of Housing and Urban Affairs Discrimination Complaint**
- 17. Section 551.071 Texas Government Code – Consultation with Attorney – Consultation with City Attorney Regarding Legal Issues Concerning the City of Brenham Lake Somerville Raw Water Intake Structure, the Federal Emergency Agency, and Associated Matters**

Executive Session adjourned at 3:37 p.m.

RE-OPEN REGULAR SESSION

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

ORDINANCE NO. O-22-009

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS, AMENDING CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS BY REPEALING ARTICLE VII, LIBRARY ADVISORY BOARD; PROVIDING FOR A NEW ARTICLE VII, RESERVED, FOR FUTURE AMENDMENTS TO CHAPTER 2; PROVIDING FOR A REPEALER AND SAVINGS CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PROPER NOTICE AND OPEN MEETINGS

WHEREAS, pursuant to Texas Local Government Code, Section 51.001, the City has the authority to adopt ordinances and regulations that are for good government, peace and order of the City; and

WHEREAS, as a home-rule municipality, Texas Local Government Code, Section 51.072 confirms that the City has the full power of local self-government; and

WHEREAS, the City Council desires that the Library Advisory Board be governed by its the City of Brenham Policies and Procedures for Boards and Commissions; and

WHEREAS, the City Council finds that Chapter 2, Administration, Article VII, Library Advisory Board, of the City of Brenham’s Code of Ordinances is no longer needed; and

WHEREAS, the City Council desires that Article VII be repealed in its entirety, and replaced with reservation wording for future amendments to Chapter 2; and

WHEREAS, the City Council hereby finds that the best interests of the City will be promoted by the enactment of this Ordinance;

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

SECTION 1.

Chapter 2, Administration, Article VII, Library Advisory Board, of the Code of Ordinances of the City of Brenham is hereby repealed.

SECTION 2.

Chapter 2 of the Code of Ordinances of the City of Brenham is hereby amended to read as follows:

ARTICLE VII. RESERVED

Sec. 2-70 – 2-89. RESERVED.

SECTION 3.
SAVINGS CLAUSE

All provisions of any ordinance, resolution or other action of the City in conflict with this Ordinance are hereby repealed to the extent they are in conflict. Any remaining portions of said ordinances, resolutions or other actions shall remain in full force and effect.

SECTION 4.
SEVERABILITY

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentences and clauses and phrases remaining should any provision be declared unconstitutional or invalid.

SECTION 5.
REPEALER

Any other ordinance or parts of ordinances in conflict with this Ordinance are hereby expressly repealed.

SECTION 6.
EFFECTIVE DATE

This Ordinance shall become effective upon adoption and publication as required by law.

SECTION 7.
PROPER NOTICE AND MEETINGS

It is hereby officially found and determined that the meetings at which this Ordinance was passed were open to the public as required and that public notice of the time, place and purpose of said meetings were given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED and APPROVED on its first reading this the 5th day of May 2022.

PASSED and APPROVED on its second reading this the 19th day of May 2022.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



Regular City Council
AGENDA ITEM 6-C.

Agenda Item: Approve the Termination of a Contract Between the City of Brenham and Waller County Asphalt Related to Bid. No. 19-005 for Type 'D' Hot Mix Asphalt and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-May 19, 2022

Department: Purchasing

Staff Contact: Kyle Branham

SUMMARY STATEMENT:

In November of 2019, the City awarded ITB 19-005 Type 'D' Hot Mix to Waller County Asphalt in the amounts of \$57.00 a ton picked up and \$64.00 a ton delivered. Estimated quantities for each year were 1,000 tons picked up and 4,000 tons delivered. The contract was for one year with the option for two one-year renewals. The City and Waller County Asphalt are in the last renewal year, which is set to expire in November 2022.

In April, the City was notified of an increase in price due to rising cost of oil, trucking rates, and fuel. Prices increased to \$70.00 a ton picked up and \$77.00 a ton delivered. Attached is the documentation provided from Waller County Asphalt along with the letters they received from their vendors explaining the necessary increase. The City requested quotes from two other vendors for price comparison with Waller County. Based on the quotes received, The City will be going out for rebid of Type 'D' asphalt with shorter term options in order to obtain more current and firm fixed amounts.

ATTACHMENTS:

(1) Increase Letter from Waller County and Quotes from Other Vendors

RECOMMENDED ACTION:

Approve the termination of a contract between the City of Brenham and Waller County Asphalt for Bid No. 19-005 Related to Type 'D' Hot Mix Asphalt and authorize the Mayor to execute any necessary documentation.



April 10, 2022

Dear City of Brenham,

The staff at Waller County Asphalt understands that we are going through some challenging economic times, and we have strived to keep our pricing on materials as low as possible. Unfortunately, with rising costs to oil and aggregate we will have to enact a slight price increase for ASPPM 9202 Grade IV Cold Mix. Starting immediately, the price per ton for Hot Mix Asphalt will increase to \$70.00 per ton picked up and \$77.00 per ton FOB.

We hope you will understand this pricing adjustment and as economic factors adjust in the future; we will review current pricing to pass savings on to you. One thing we can promise, you will receive quality customer service and the best material the industry has to offer. Thank you for supporting Waller County Asphalt and if you have any questions, please do not hesitate to contact us.

Best Regards,

A handwritten signature in black ink, appearing to be "BB", is written over the typed name.

Bradford Bryant

President

Waller County Asphalt, Inc.

979-826-7075

info@wcasphalt.com

Vulcan Materials Company

April 7, 2022

Dear Vulcan Customer,

I would like to take this opportunity to thank you for your business. You are a valued customer and we look forward to our continued partnership and success. My team at Vulcan is committed to providing you with industry leading materials, service, value, and solutions.

We are all experiencing the unprecedented acceleration of the costs to run our businesses and in our daily lives. Personally, I have seen these dramatic increases at the grocery store, in our entertainment, services, and fuel for my family's vehicles.

In our business, we continue to feel the effect of the rapid increase in the costs of competitive labor, diesel fuel & energy, and operating inputs required to manufacture and deliver construction materials.

The Bureau of Labor Statistics has recently published this insightful data:

- Construction inflation(1) increased +24% (2)
- Diesel fuel is up +58%(2)
- Construction wages are up +6%(2)
- Trucking rates are up +19%(2)

(1) Inputs to Construction Industries PPI as well as the other measures noted above are published by the Bureau of Labor Statistics

(2) Average of February 2022 vs February 2021 unless otherwise noted

Due to this inflationary environment, we must responsibly implement a material and freight price increase of 15% effective July 1 of 2022. Over the next few weeks, your Vulcan sales representative will be requesting the opportunity to meet with you to discuss how we can win together through these challenging times, while also sharing specific construction inflationary data for you to use with your customers.

I thank you for your business. We are grateful to have the opportunity to partner with you on your construction material needs today and look forward to growing together in the future.

Respectfully,



Shelley Wright, P.E.
President
Southwest Division

R & A TRANSPORT, INC.
P.O. BOX 3187
CROSBY, TX 77532

March 14, 2022

Waller County Asphalt, Inc.
22010 Fairground Rd.
Hempstead, TX 77445

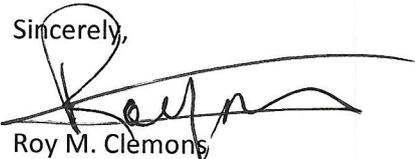
TO OUR VALUED CUSTOMER:

Thank you for continuing to use R & A Transport, Inc. for your transportation needs. Due to the continued rising cost of fuel, we have deemed it necessary to increase our freight rate. The new rate shown below is effective March 14, 2022.

Martin/S. Houston \$26.70/ton

We appreciate your business and will continue to provide you with quality service.

Sincerely,

A handwritten signature in black ink, appearing to read 'Roy M. Clemons', with a large, sweeping flourish extending to the right.

Roy M. Clemons
R & A Transport, Inc.



Regular City Council
AGENDA ITEM 6-D.

Agenda Item: Approve a Noise Variance Request from Brazos Valley Brewing Company for Live Outdoor Music at 206 S. Jackson Street, for Various Dates and Hours Between May 20, 2022 and June 5, 2022

Meeting Type: Regular Meeting-May 19, 2022

Department: Administration

Staff Contact: Karen Stack

SUMMARY STATEMENT:

Brazos Valley Brewing Company (BVB) has submitted a request for a noise variance so that they may host live music on their outdoor stage on Fridays, Saturdays, and Sundays from May 20th through June 5th. Music on Friday and Saturday will end by 9:00 p.m., and on Sundays by 6:00 p.m.

We were recently asked to research whether BVB needed a noise variance for live outdoor music. While it is staff's opinion that live music is an allowed use in the zone in which BVB is located (Industrial), we wanted to be consistent with other similar events that include amplified sound and request that BVB apply for a noise variance.

Staff is currently looking at options to clarify conflicts between our Noise Nuisance Ordinance (Chapter 17) and Zoning Ordinance. Staff will hold a work session in June to present Council with options that would eliminate the need for BVB to have a variance for live music.

ATTACHMENTS:

(1) Noise Variance Request

RECOMMENDED ACTION:

Approve a Noise Variance Request from Brazos Valley Brewing Company for Live Outdoor Music Events at 206 S. Jackson Street, for weekends between May 20, 2022 and June 5, 2022, to be held between the hours of 3:00 p.m. and 9:00 p.m.

NOISE VARIANCE REQUEST

Application Fee \$10.00

1. Name of sponsoring organization: Brazos Valley Brewing Company

2. Name and address of individual making application on behalf of sponsoring organization: Joshua Bass
15506 Fairfield Falls Way, Cypress, TX 77433

3. Purpose of the Event: Live Music

4. Location of Event: 206 S Jackson Street, Brenham, TX 77833

5. Date of the event: See below

6. Time of Event: See below

7. Event Set-up: From: n/a To: n/a

Event Clean-up: From: n/a To: n/a

8. You are required to describe the following:

a) Types of Activities Planned and any additional information specific to this event: Live Music on our outdoor stage

b) Bands/Musical Instruments: See below - typically solo musicians

c) Sound amplification equipment: musicians bring their own equipment

d) Cleanup provisions: n/a

Joshua Bass
Name of Applicant (Printed or Typed)

Date: 5/6/2022


Applicant or Authorized Person's Signature

Phone: 713-584-3804

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

- | | |
|--|---------------------------------------|
| <u>May 20, 6-9pm - Jake Waylon</u> | <u>May 29, 3-6pm - Cosmic Outlaws</u> |
| <u>May 21, 5-8pm - Gary Durrenburger</u> | <u>June 4, 6-9pm - Kendale Walker</u> |
| <u>May 22, 3-6pm - Don Faulkner</u> | <u>June 5, 3-6pm - Ryan Elise</u> |
| <u>May 28 6-9pm - Aaron Loesch</u> | |



Regular City Council
AGENDA ITEM 6-E.

Agenda Item: Approve a Noise Variance for the City of Brenham for Pop-Up Play Day to be Held on May 21, 2022 at Jackson Street Park from 8:30 A.M. to 12 P.M.

Meeting Type: Regular Meeting-May 19, 2022

Department: Parks and Recreation

Staff Contact: Crystal Locke

SUMMARY STATEMENT:

This is a noise variance request from City staff for Pop-up Play Day celebrating Kids to Parks Day in Jackson Street Park on Saturday, May 21st, from 9:30 a.m.-11:30 a.m. The free event promotes connecting kids and families to our local parks and will feature basketball, pickleball, lawn games, how to make and fly a kite, and more. Staff plans to use a portable PA system for music and announcements throughout the event; therefore, a noise variance is required.

ATTACHMENTS:

- (1) Request
- (2) Flyer

RECOMMENDED ACTION:

Approve a noise variance from the City of Brenham for Pop-Up Play Day to be held on May 21, 2022 at Jackson Street Park from 8:30 a.m. to 12 p.m.



Noise Variance Request

For: Pop-Up Play Day Celebrating Kids to Parks Day

Name of sponsoring organization: City of Brenham

Your Contact Information

Name: Crystal Locke

Phone: 979-337-7254

Email: clocke@cityofbrenham.org

Event Details

Event Name: Pop-Up Play Day Celebrating Kids to Parks Day

Purpose: Free community event promoting local parks and Kids to Parks Day

Location: Jackson Street Park, 1300 S. Jackson Street

Date: 2022-05-21

Time: 9:30 am-11:30 am

Setup From: 8:30 am **To:** 9:30 am

Clean up From: 11:30 am **To:** noon

Types of activities planned and any additional information specific to this event: Pickleball, how to make & fly a kite, basketball, sno cones, lawn games, and more!

Describe activities at this event that require the variance to the noise ordinance: Portable speaker and microphone

Will you use sound amplification equipment? Yes

Cleanup Provisions: Organizers will leave the park as it was found.

Have you ever been found guilty of a criminal offense involving crimes against property, moral turpitude, and/or a felony by any court? No

Please identify the offence, State of conviction and penalty imposed:



POP-UP PLAY DAY

CELEBRATING KIDS TO PARKS DAY

MAY 21 • 9:30 AM-2 PM

Jackson Street Park
1300 S. Jackson Street
9:30 am - 11:30 am

Pickleball,
How to Make & Fly a Kite!
Basketball, Sno Cones,
Lawn Games, and More!



Blue Bell Aquatic Center
1800 E. Tom Green Street
12 pm - 2 pm

12 pm - 12:30 pm
Water Safety Demo, BBAC Staff

12:30 pm-2 pm
Free Swim! Outdoor Leisure Pool
Must attend water safety demo for free swim.



More information at cityofbrenham.org/kidstoparksday





Regular City Council
AGENDA ITEM 6-F.

Agenda Item: Approve a Noise Variance for The Republican Club of Washington County for a Candidate Forum to be Held on June 2, 2022 at Fireman's Park Pavilion from 2 P.M. to 10 P.M.

Meeting Type: Regular Meeting-May 19, 2022

Department: Parks and Recreation

Staff Contact: Crystal Locke

SUMMARY STATEMENT:

This is a noise variance request from the Republican Club of Washington County for a candidate forum on June 2, 2022, at the Ollie Finke Pavilion at Fireman's Park located at 901 N. Park Street. The event will take place at 5 p.m. with musicians playing until 6 p.m., followed by Republican candidates speaking. Due to the use of amplified sound, a noise variance is required.

ATTACHMENTS:

(1) Noise Variance Request

RECOMMENDED ACTION:

Approve a noise variance for the Republican Club of Washington County for a candidate forum to be held on June 2, 2022 at Fireman's Park Pavilion from 2 p.m. to 10 p.m.

NOISE VARIANCE REQUEST

Application Fee \$10.00

1. Name of sponsoring organization: Republican Club of Washington County

2. Name and address of individual making application on behalf of sponsoring organization: Gail Casson, 2108 Timberline Ct, Brenham 77833

3. Purpose of the Event: Candidate Forum

4. Location of Event: Pavilion at Fireman's Park

5. Date of the event: 6/2/22

6. Time of Event: 5pm

7. Event Set-up: From: 2:00pm To: 5pm

Event Clean-up: From: 8:00pm To: 10:00pm

8. You are required to describe the following:

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

musician to play 5-6pm
Republican Candidates to speak

b) Bands/Musical Instruments: yes

c) Sound amplification equipment: yes

d) Cleanup provisions: yes

Gail Casson
Name of Applicant (Printed or Typed)

Date: 3/16/22

Gail Casson
Applicant or Authorized Person's Signature

Phone: 713-299-5320

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



Regular City Council
AGENDA ITEM 7.

Agenda Item: Public Hearing Regarding Draft Redistricting Plans as Designated by the City Council for Public Comments

Meeting Type: Regular Meeting-May 19, 2022

Department: Administration

Staff Contact: Jeana Bellinger

SUMMARY STATEMENT:

Since March, Syd Falk with Bickerstaff Heath Delgado Acosta, LLP has been working with my office to prepare the City's 2021 Redistricting Plan. At the April 7th City Council meeting, Mr. Falk presented the Initial Redistricting Assessment and advised the Council of the need to redistrict our Councilmember wards. As a reminder, the initial assessment showed that Brenham's overall population from 2010 to 2020 increased approximately 10.51 percent and based on that growth the ideal size for each ward should be 4,342 persons.

The assessment showed that Councilmember Ward 3 (Kenjura) had the largest population, approximately 8.42% (366 people) above the ideal ward size and Councilmember Ward 2 (Wright) had the smallest population, approximately 9.03% (392 people) below the size of the ideal ward. Based on that information, the City was asked to redistrict to bring its wards within the 10% ideal-deviation range permitted by law.

At the May 5th Special Meeting, Mr. Falk presented two (2) draft redistricting plans (Plan A and Plan B) for the City Council to consider; however, after further discussions and an attempt to align the city's wards with Washington County precinct lines, the City Council drew an additional Plan C for discussion and consideration. After much discussion the City Council approved Draft Plan C as the illustrative plan to be presented to the public for consideration at a Public Hearing.

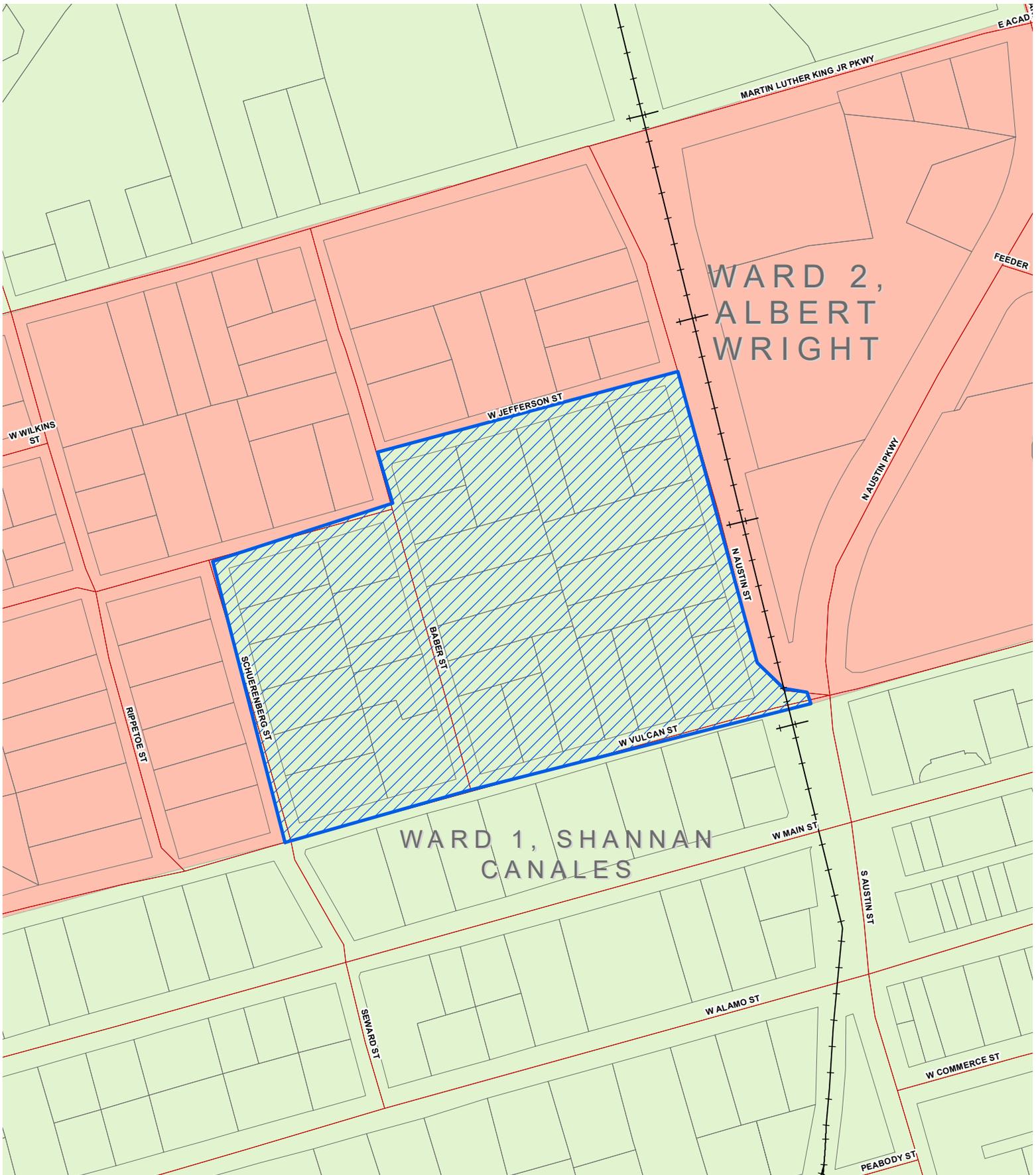
This Public Hearing is for City Council to listen to any citizen comments or concerns about the Draft Plan C. After the Public Hearing, the City Council will need to decide: (1) if they would like to draw another draft plan for consideration; or (2) that Draft Plan C is the final plan. If it is determined that Draft Plan C is the final plan, it can be approved by the first reading of an ordinance immediately following the Public Hearing. If another plan is desired, another Special Meeting and drawing session will need to be scheduled.

ATTACHMENTS:

-
- (1) Plan C Map - Part 1
 - (2) Plan C Map - Part 2
 - (3) Plan C Map - Part 3
 - (4) Plan C - Total Population Table, Detailed
 - (5) Plan C - Total Population Table, Summary
 - (6) Plan C - Voting Age Population Table, Detailed
 - (7) Plan C - Voting Age Population Table, Summary

| |
|----------------------------|
| RECOMMENDED ACTION: |
|----------------------------|

No action - Public Hearing only.



Redistricting Plan C

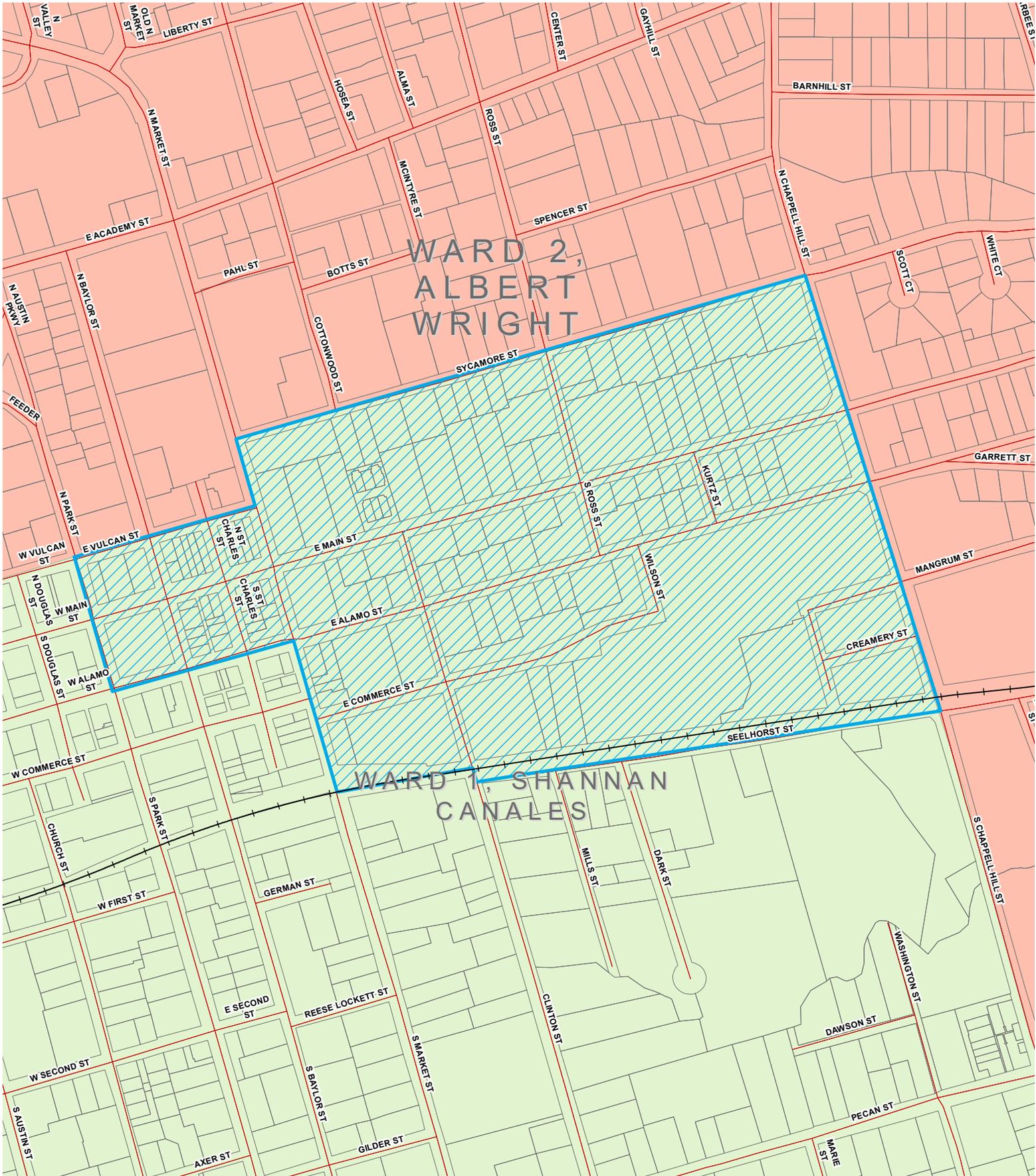
—+—+— Railroad

 From Ward 1 to Ward 2

1 inch = 200 feet



Date: 5/6/2022



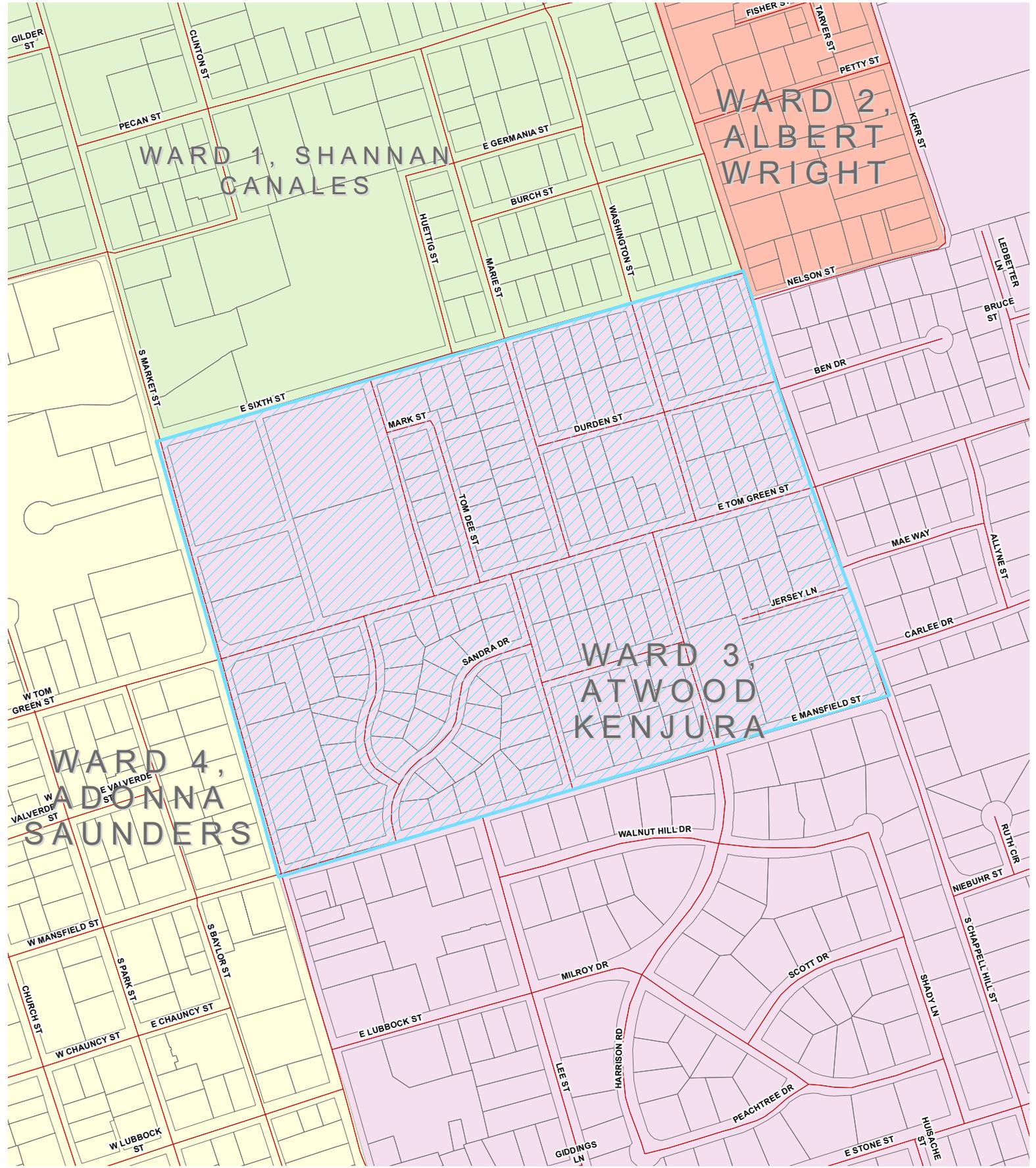
Redistricting Plan C

- +
+
Railroad
- From Ward 1 to Ward 2

1 inch = 400 feet

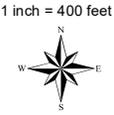


Date: 5/6/2022



Redistricting Plan C

 From Ward 3 to Ward 4



Plan Name: Brenham City: Council Wards - Plan C



Demographics Report - Detailed 2020 Census Total Population

Plan Last Edited on: 5/5/2022 11:07:40 AM

| District | Persons | Ideal Size | Deviation | Hispanic | Hispanic % of Total Population | ANGLO | Non-Hispanic Anglo % of Total Population | Black | Black % of Total Population | Asian | Asian % of Total Population | AM Indian Native | IND / NAT % TOT Pop. | Haw Pac. Isl. | HAW/ PAC % of Total Pop. | Other | Other % of Total Pop. | Two or More Races | Two or More Races % Tot Pop |
|---------------|---------|------------|-----------|----------|--------------------------------|-------|--|-------|-----------------------------|-------|-----------------------------|------------------|----------------------|---------------|--------------------------|-------|-----------------------|-------------------|-----------------------------|
| 1 | 4,456 | 4,342 | 2.62% | 967 | 21.70% | 2,362 | 53.01% | 803 | 18.02% | 150 | 3.37% | 15 | 0.34% | 2 | 0.04% | 10 | 0.22% | 149 | 3.34% |
| 2 | 4,149 | 4,342 | -4.45% | 1,087 | 26.20% | 1,207 | 29.09% | 1,644 | 39.62% | 56 | 1.35% | 10 | 0.24% | 0 | 0.00% | 15 | 0.36% | 130 | 3.13% |
| 3 | 4,353 | 4,342 | 0.25% | 499 | 11.46% | 3,096 | 71.12% | 493 | 11.33% | 136 | 3.12% | 4 | 0.09% | 2 | 0.05% | 15 | 0.34% | 108 | 2.48% |
| 4 | 4,411 | 4,342 | 1.58% | 1,070 | 24.26% | 2,164 | 49.06% | 900 | 20.40% | 92 | 2.09% | 7 | 0.16% | 10 | 0.23% | 22 | 0.50% | 147 | 3.33% |
| TOTAL: | 17,369 | | | 3,623 | 20.86% | 8,829 | 50.83% | 3,840 | 22.11% | 434 | 2.50% | 36 | 0.21% | 14 | 0.08% | 62 | 0.36% | 534 | 3.07% |

Ideal Size: 17369 / 4 = 4342

Total Population: 17,369

Overall Deviation: 7.07%

Some percentages may be subject to rounding errors.

Demographics Report - Summary 2020 Census Total Population

Plan Last Edited on: 5/5/2022 11:07:40 AM

| District | Persons | Ideal Size | Deviation | Hispanic % of Total Population | Non-Hispanic White % of Total Population | Non-Hispanic Black % of Total Population | Non-Hispanic Asian % of Total Population | Non-Hispanic Other % of Total Population |
|---------------|---------|------------|-----------|--------------------------------|--|--|--|--|
| 1 | 4,456 | 4,342 | 2.62% | 21.70% | 53.01% | 18.02% | 3.37% | 3.95% |
| 2 | 4,149 | 4,342 | -4.45% | 26.20% | 29.09% | 39.62% | 1.35% | 3.74% |
| 3 | 4,353 | 4,342 | 0.25% | 11.46% | 71.12% | 11.33% | 3.12% | 2.96% |
| 4 | 4,411 | 4,342 | 1.58% | 24.26% | 49.06% | 20.40% | 2.09% | 4.22% |
| TOTAL: | 17,369 | | | 20.86% | 50.83% | 22.11% | 2.50% | 3.72% |

Ideal Size: 17369 / 4 = 4342

Total Population: 17,369

Overall Deviation: 7.07%

Some percentages may be subject to rounding errors.

Plan Name: Brenham City: Council Wards - Plan C
Demographics Report - Detailed 2020 Census Voting Age Population



Plan Last Edited on: 5/5/2022 11:07:40 AM

| District | Total VAP | Hispanic VAP | % Hispanic VAP | Anglo VAP | % Anglo VAP | Black VAP | % Black VAP | Asian VAP | % Asian VAP | AM IND NATIVE VAP | % AM IND NATIVE VAP | HAW/PAC VAP | % HAW/PAC VAP | Other VAP | % Other VAP | Two or More Races VAP | % Two or more VAP |
|----------------|-----------|--------------|----------------|-----------|-------------|-----------|-------------|-----------|-------------|-------------------|---------------------|-------------|---------------|-----------|-------------|-----------------------|-------------------|
| 1 | 3,405 | 659 | 19.35% | 1,953 | 57.36% | 584 | 17.15% | 123 | 3.61% | 12 | 0.35% | 2 | 0.06% | 10 | 0.29% | 63 | 1.85% |
| 2 | 3,109 | 697 | 22.42% | 1,015 | 32.65% | 1,277 | 41.07% | 32 | 1.03% | 5 | 0.16% | 0 | 0.00% | 10 | 0.32% | 73 | 2.35% |
| 3 | 3,398 | 292 | 8.59% | 2,594 | 76.34% | 328 | 9.65% | 115 | 3.38% | 4 | 0.12% | 2 | 0.06% | 2 | 0.06% | 61 | 1.80% |
| 4 | 3,632 | 716 | 19.71% | 1,906 | 52.48% | 796 | 21.92% | 75 | 2.06% | 7 | 0.19% | 10 | 0.28% | 20 | 0.55% | 104 | 2.86% |
| TOTALS: | 13,544 | 2,364 | 17.45% | 7,468 | 55.14% | 2,985 | 22.04% | 345 | 2.55% | 28 | 0.21% | 14 | 0.10% | 42 | 0.31% | 301 | 2.22% |

* VAP - Voting Age Population

Some percentages may be subject to rounding errors.

Demographics Report - Summary 2020 Census Voting Age Population

Plan Last Edited on: 5/5/2022 11:07:40 AM

| District | Total VAP* | | Hispanic % of Total VAP | Non-Hispanic Anglo % of Total VAP | Non-Hispanic Black % of Total VAP | Non-Hispanic Asian % of Total VAP | Non-Hispanic Other % of Total VAP |
|----------|------------|--|-------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|
| 1 | 3,405 | | 19.35% | 57.36% | 17.15% | 3.61% | 2.56% |
| 2 | 3,109 | | 22.42% | 32.65% | 41.07% | 1.03% | 2.83% |
| 3 | 3,398 | | 8.59% | 76.34% | 9.65% | 3.38% | 2.03% |
| 4 | 3,632 | | 19.71% | 52.48% | 21.92% | 2.06% | 3.88% |
| | 13,544 | | 17.45% | 55.14% | 22.04% | 2.55% | 2.84% |

* VAP - Voting Age Population

Some percentages may be subject to rounding errors.



Regular City Council
AGENDA ITEM 8.

Agenda Item: Discuss and Possibly Act Upon an Ordinance on Its First Reading Adopting a Final Redistricting Plan

Meeting Type: Regular Meeting-May 19, 2022

Department: Administration

Staff Contact: Jeana Bellinger

SUMMARY STATEMENT:

This item is for the approval of the first reading of an ordinance adopting the Draft Plan C as the final redistricting plan. The changes to the Wards outlined in this ordinance will take effect on January 1, 2023; in time for the May 2023 General Election.

ATTACHMENTS:

(1) Ordinance for First Reading

RECOMMENDED ACTION:

Approve an Ordinance on its first reading adopting a final redistricting plan.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, APPROVING THE REDISTRICTING OF THE CITY’S SINGLE-MEMBER COUNCIL WARDS AND ESTABLISHING NEW WARD BOUNDARY LINES FOR THE CITY OF BRENHAM’S CITY COUNCIL ELECTIONS BASED ON 2020 CENSUS DATA AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the results of the 2020 federal Census have been considered and indicate that the City of Brenham’s single-member council wards are sufficiently out of population balance to require redistricting in order to comply with the “one-person, one-vote” (equal population) principle established by the U.S. Constitution; and

WHEREAS, the City of Brenham (the “City”) engaged the law firm of Bickerstaff Heath Delgado Acosta LLP to act as the City’s redistricting consultant, including advising and assisting the City Council in preparation of a new redistricting plan in compliance with applicable requirements of state and federal law; and

WHEREAS, on April 7, 2022, the City Council adopted redistricting criteria to assist the City and the public in developing redistricting plans which comply with applicable federal and state laws, and the adopted redistricting criteria were applied in the development of the City’s new redistricting plan; and

WHEREAS, on April 7, 2022, the City Council also adopted redistricting guidelines regarding the submission of comments and proposed plans by the public, to ensure the ability of the City to timely receive and adequately consider them; and

WHEREAS, during the redistricting process the City provided notice to the public of its proposed discussions and development of a redistricting plan through meeting agendas posted in compliance with the Texas Open Meetings Act, notices on the City’s website, including regarding a public hearing; and

WHEREAS, the City Council has considered proposed redistricting plans at City Council meetings on April 7, 2022, May 5, 2022, and May 19, 2022, and at public hearings held on May 19, 2022, and advice from the City’s redistricting consultant, and various proposed plans regarding the appropriate reconfiguration of the council member wards; and

WHEREAS, the City Council finds that the attached city council wared redistricting plan is in the best interest of the citizens of the City, complies with the adopted redistricting criteria, and is believed to comply with all state and federal requirements;

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

A. That the existing single-member council ward boundary lines for the City of Brenham are hereby amended, and the new districting plan depicted on the map attached hereto as **Exhibit A**, defining new wards as such new wards are further described in the tables attached hereto as **Exhibit B** reporting populations and demographic statistics for each such new ward, is hereby adopted and designated to define the City's five single-member council wards from and after the Effective Date; that **Exhibits A** and **B** are incorporated by reference in and made a part of this Ordinance, and shall be kept on file in the City Secretary's Office.

B. That this Ordinance shall take and be given effect on January 1, 2023 and that hereafter all City Council elections shall be held under and in accordance with the new single-member council ward districting plan here adopted by the City Council until such time as a subsequent lawfully-enacted districting plan shall be adopted to replace this plan. *CLARIFYING NOTE: This plan will define the city council wards for which candidates will run in the May 2023 city elections.*

PASSED AND APPROVED on its first reading this the ____ day of _____, 2022.

PASSED AND APPROVED on its second reading this the ____ day of _____, 2022.

Milton Y. Tate, Jr.
Mayor

ATTEST:

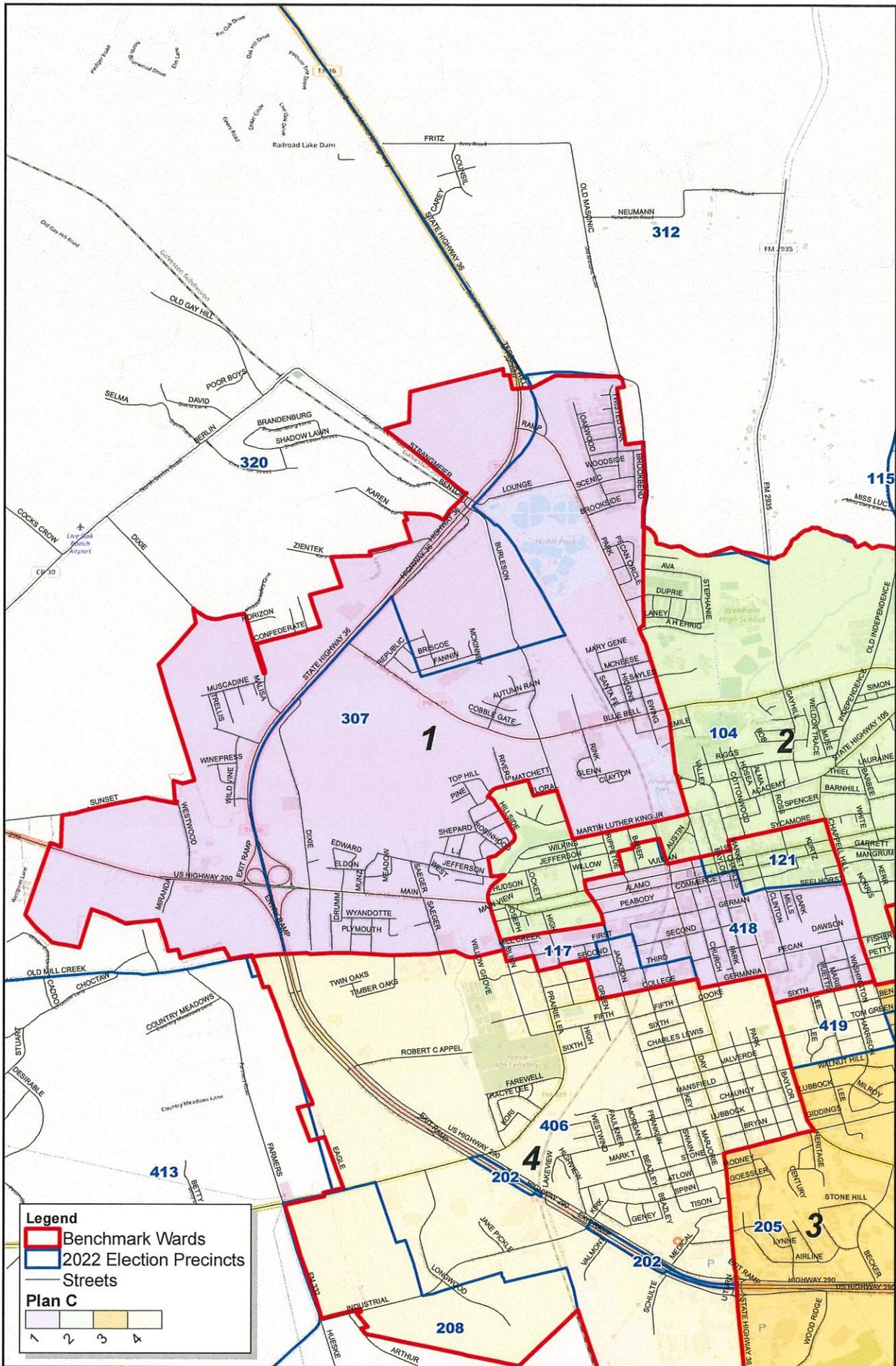
Jeana Bellinger, TRMC, CMC
City Secretary

APPROVED AS TO FORM:

Cary L. Bovey
City Attorney

EXHIBIT A

Maps



Legend

- Benchmark Wards
- 2022 Election Precincts
- Streets

Plan C

| | | | |
|---|---|---|---|
| | | | |
| 1 | 2 | 3 | 4 |



0 0.15 0.3 0.6 Miles

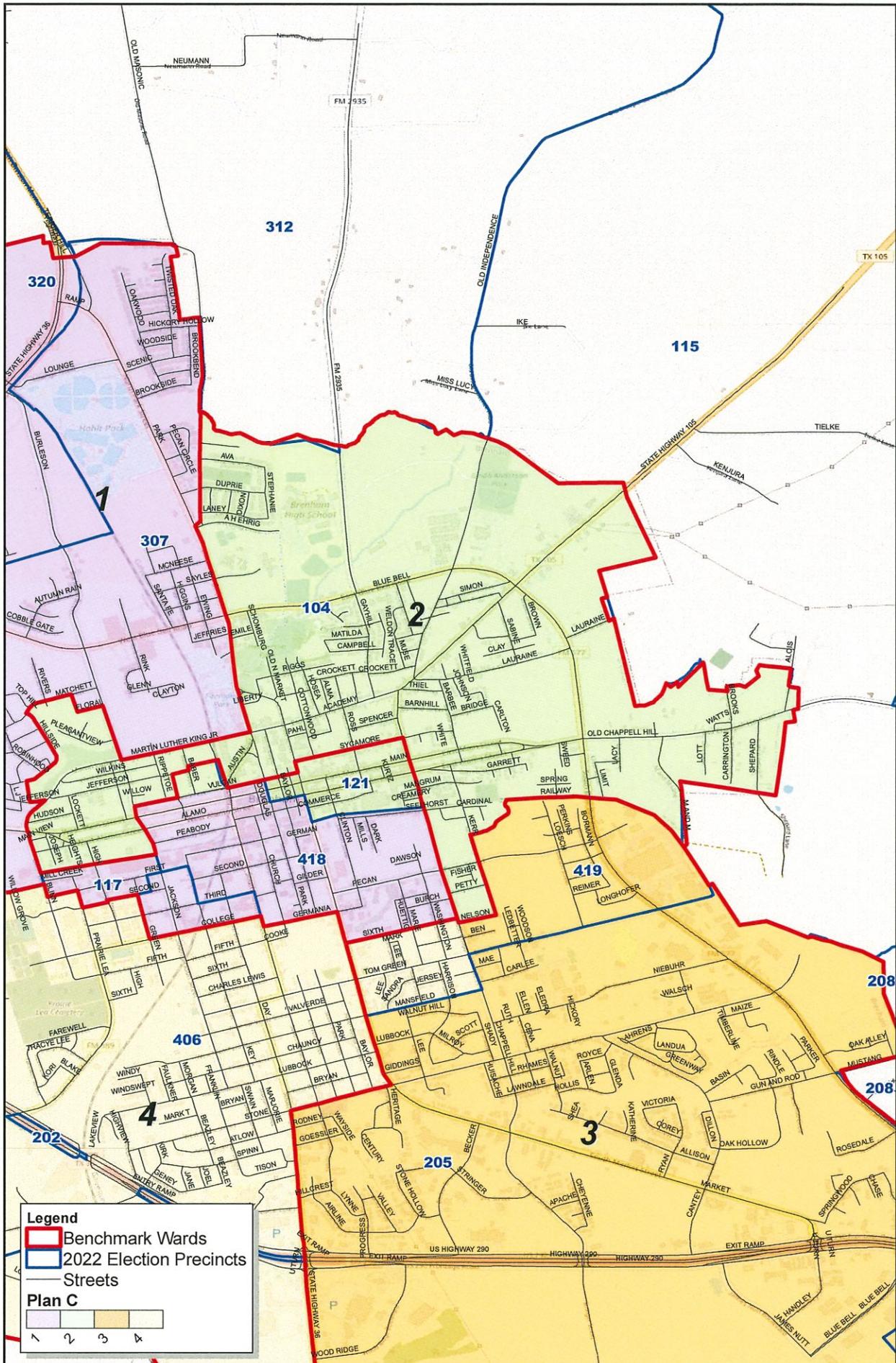
Created: 5/5/2022

Background Image: ESRI Open Street Map

City of Brenham Council Wards - Plan C Ward 1

© 2022 Bickerstaff Heath Delgado Acosta LLP
Data Source: Roads, Water and other features obtained from the 2020 Tiger/line files, U.S. Census Bureau





Legend

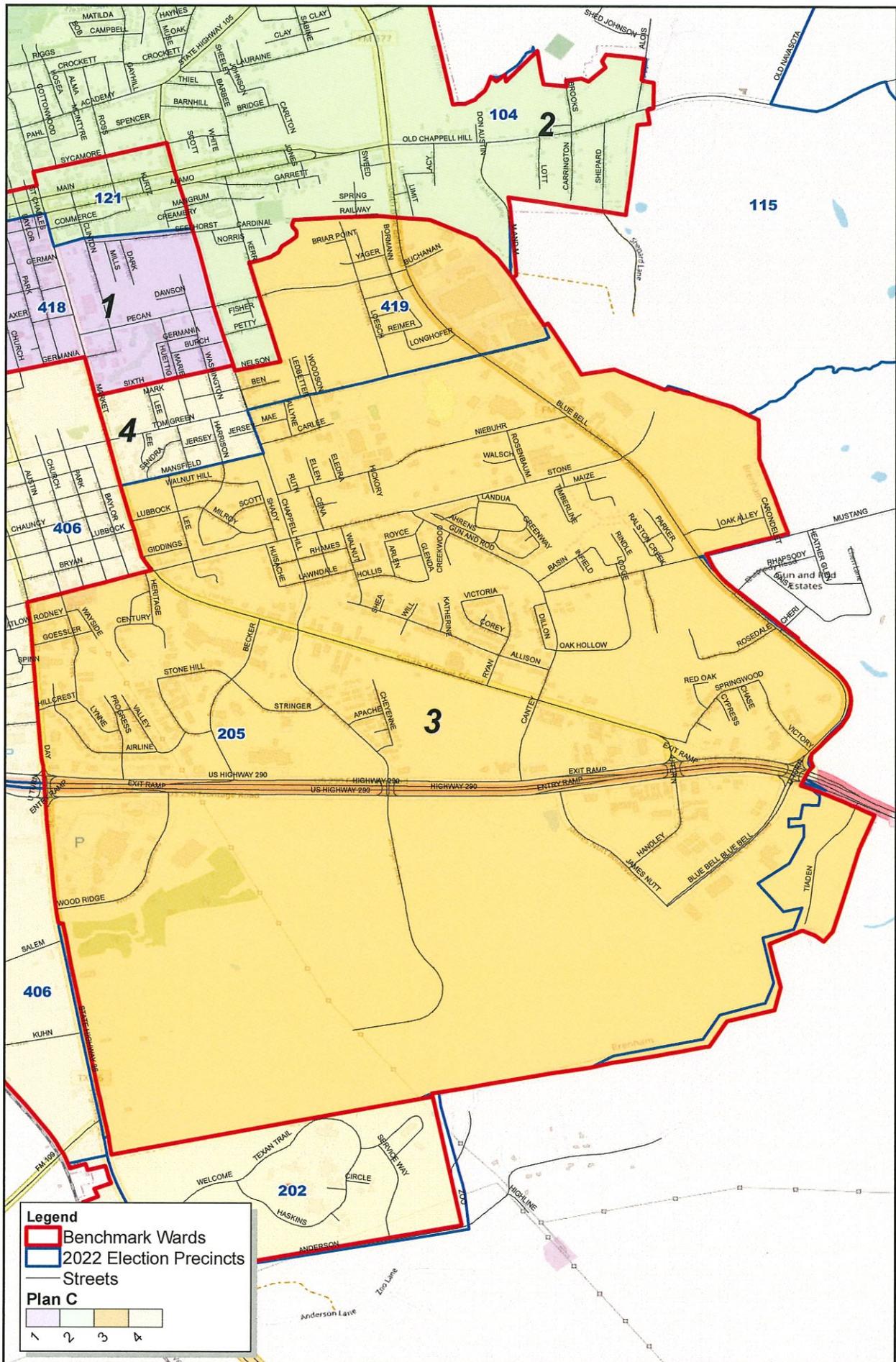
- Benchmark Wards
- 2022 Election Precincts
- Streets

Plan C

0 0.125 0.25 0.5 Miles
 Created: 5/5/2022
 Background Image: ESRI Open Street Map

City of Brenham Council Wards - Plan C Ward 2

© 2022 Bickerstaff Heath Delgado Acosta LLP
 Data Source: Roads, Water and other features obtained from the 2020 Tiger/line files, U.S. Census Bureau



0 0.1 0.2 0.4 Miles

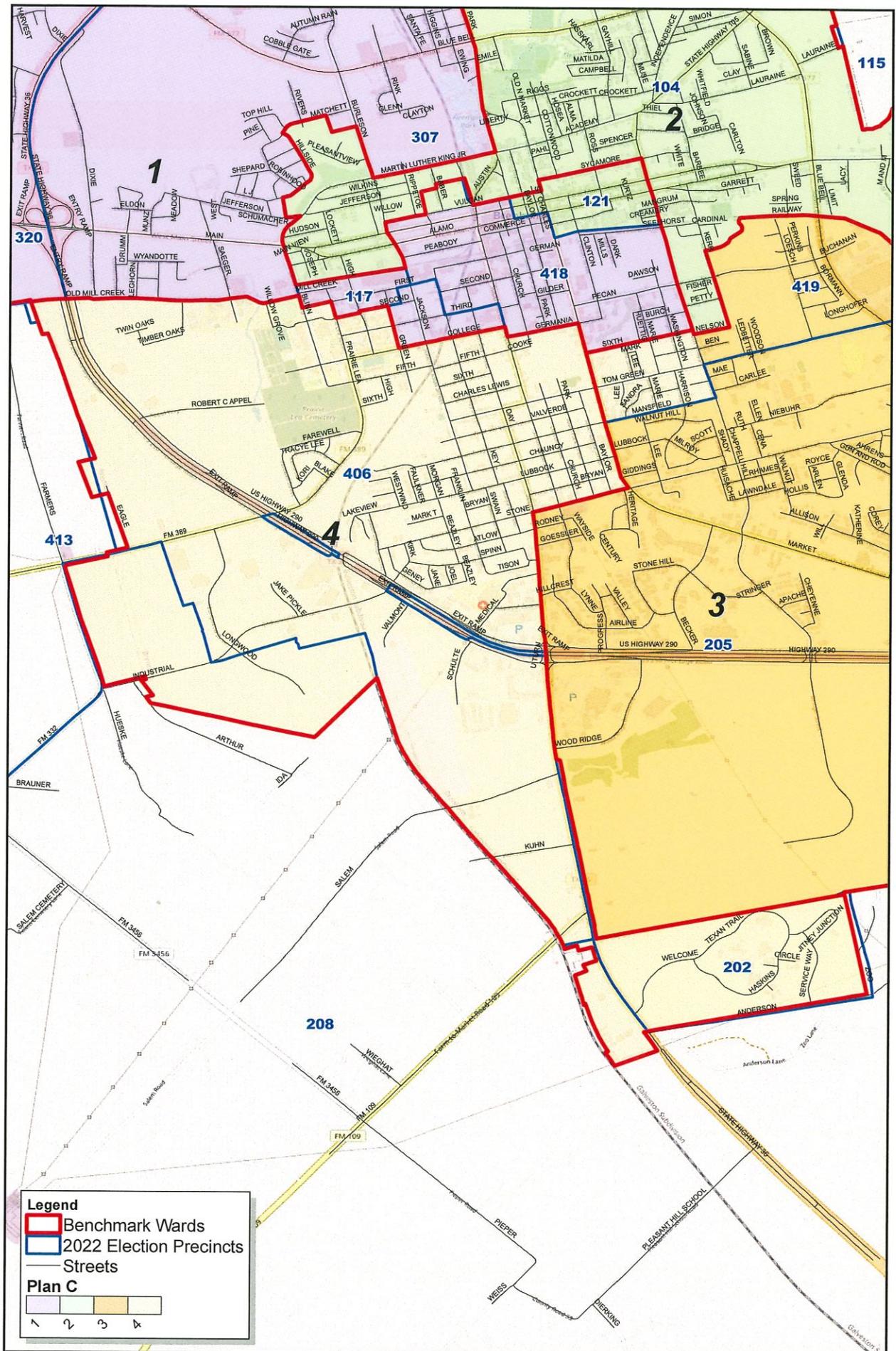
Created: 5/5/2022

Background Image: ESRI Open Street Map

City of Brenham Council Wards - Plan C Ward 3

© 2022 Bickerstaff Heath Delgado Acosta LLP
Data Source: Roads, Water and other
features obtained from the 2020
Tiger/line files, U.S. Census Bureau





City of Brenham
Council Wards - Plan C
 Ward 4

© 2022 Bickerstaff Heath Delgado Acosta LLP
 Data Source: Roads, Water and other features obtained from the 2020 Tiger/line files, U.S. Census Bureau



EXHIBIT B

Tables

Plan Name: Brenham City: Council Wards - Plan C

Demographics Report - Detailed 2020 Census Total Population

Plan Last Edited on: 5/5/2022 11:07:40 AM

| District | Persons | Ideal Size | Deviation | Hispanic | Hispanic % of Total Population | ANGLO | Non-Hispanic Anglo % of Total Population | Black | Black % of Total Population | Asian | Asian % of Total Population | AM Indian Native | IND / NAT % TOT Pop. | Haw Pac. Isl. | HAW/ PAC % of Total Pop. | Other | Other % of Total Pop. | Two or More Races | Two or More Races % Tot Pop |
|---------------|---------------|------------|-----------|--------------|--------------------------------|--------------|--|--------------|-----------------------------|------------|-----------------------------|------------------|----------------------|---------------|--------------------------|-----------|-----------------------|-------------------|-----------------------------|
| 1 | 4,456 | 4,342 | 2.62% | 967 | 21.70% | 2,362 | 53.01% | 803 | 18.02% | 150 | 3.37% | 15 | 0.34% | 2 | 0.04% | 10 | 0.22% | 149 | 3.34% |
| 2 | 4,149 | 4,342 | -4.45% | 1,087 | 26.20% | 1,207 | 29.09% | 1,644 | 39.62% | 56 | 1.35% | 10 | 0.24% | 0 | 0.00% | 15 | 0.36% | 130 | 3.13% |
| 3 | 4,353 | 4,342 | 0.25% | 499 | 11.46% | 3,096 | 71.12% | 493 | 11.33% | 136 | 3.12% | 4 | 0.09% | 2 | 0.05% | 15 | 0.34% | 108 | 2.48% |
| 4 | 4,411 | 4,342 | 1.58% | 1,070 | 24.26% | 2,164 | 49.06% | 900 | 20.40% | 92 | 2.09% | 7 | 0.16% | 10 | 0.23% | 22 | 0.50% | 147 | 3.33% |
| TOTAL: | 17,369 | | | 3,623 | 20.86% | 8,829 | 50.83% | 3,840 | 22.11% | 434 | 2.50% | 36 | 0.21% | 14 | 0.08% | 62 | 0.36% | 534 | 3.07% |

Ideal Size: 17369 / 4 = 4342

Total Population: 17,369

Overall Deviation: 7.07%

Some percentages may be subject to rounding errors.

Plan Name: Brenham City:Council Wards - Plan C
Demographics Report - Detailed 2020 Census Voting Age Population

Plan Last Edited on: 5/5/2022 11:07:40 AM

| District | Total VAP | Hispanic VAP | % Hispanic VAP | Anglo VAP | % Anglo VAP | Black VAP | % Black VAP | Asian VAP | % Asian VAP | AM IND NATIVE VAP | % AM IND NATIVE VAP | HAW/PAC VAP | % HAW/PAC VAP | Other VAP | % Other VAP | Two or More Races VAP | % Two or more VAP |
|----------------|-----------|--------------|----------------|-----------|-------------|-----------|-------------|-----------|-------------|-------------------|---------------------|-------------|---------------|-----------|-------------|-----------------------|-------------------|
| 1 | 3,405 | 659 | 19.35% | 1,953 | 57.36% | 584 | 17.15% | 123 | 3.61% | 12 | 0.35% | 2 | 0.06% | 10 | 0.29% | 63 | 1.85% |
| 2 | 3,109 | 697 | 22.42% | 1,015 | 32.65% | 1,277 | 41.07% | 32 | 1.03% | 5 | 0.16% | 0 | 0.00% | 10 | 0.32% | 73 | 2.35% |
| 3 | 3,398 | 292 | 8.59% | 2,594 | 76.34% | 328 | 9.65% | 115 | 3.38% | 4 | 0.12% | 2 | 0.06% | 2 | 0.06% | 61 | 1.80% |
| 4 | 3,632 | 716 | 19.71% | 1,906 | 52.48% | 796 | 21.92% | 75 | 2.06% | 7 | 0.19% | 10 | 0.28% | 20 | 0.55% | 104 | 2.86% |
| TOTALS: | 13,544 | 2,364 | 17.45% | 7,468 | 55.14% | 2,985 | 22.04% | 345 | 2.55% | 28 | 0.21% | 14 | 0.10% | 42 | 0.31% | 301 | 2.22% |

* VAP - Voting Age Population

Some percentages may be subject to rounding errors.

Demographics Report - Summary 2020 Census Total Population

Plan Last Edited on: 5/5/2022 11:07:40 AM

| District | Persons | Ideal Size | Deviation | Hispanic % of Total Population | Non-Hispanic White % of Total Population | Non-Hispanic Black % of Total Population | Non-Hispanic Asian % of Total Population | Non-Hispanic Other % of Total Population |
|---------------|---------|------------|-----------|--------------------------------|--|--|--|--|
| 1 | 4,456 | 4,342 | 2.62% | 21.70% | 53.01% | 18.02% | 3.37% | 3.95% |
| 2 | 4,149 | 4,342 | -4.45% | 26.20% | 29.09% | 39.62% | 1.35% | 3.74% |
| 3 | 4,353 | 4,342 | 0.25% | 11.46% | 71.12% | 11.33% | 3.12% | 2.96% |
| 4 | 4,411 | 4,342 | 1.58% | 24.26% | 49.06% | 20.40% | 2.09% | 4.22% |
| TOTAL: | 17,369 | | | 20.86% | 50.83% | 22.11% | 2.50% | 3.72% |

Ideal Size: 17369 / 4 = 4342

Total Population: 17,369

Overall Deviation: 7.07%

Some percentages may be subject to rounding errors.

Demographics Report - Summary 2020 Census Voting Age Population

Plan Last Edited on: 5/5/2022 11:07:40 AM

| District | Total VAP* | | Hispanic % of Total VAP | Non-Hispanic Anglo % of Total VAP | Non-Hispanic Black % of Total VAP | Non-Hispanic Asian % of Total VAP | Non-Hispanic Other % of Total VAP |
|----------|------------|--|-------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|
| 1 | 3,405 | | 19.35% | 57.36% | 17.15% | 3.61% | 2.56% |
| 2 | 3,109 | | 22.42% | 32.65% | 41.07% | 1.03% | 2.83% |
| 3 | 3,398 | | 8.59% | 76.34% | 9.65% | 3.38% | 2.03% |
| 4 | 3,632 | | 19.71% | 52.48% | 21.92% | 2.06% | 3.88% |
| | 13,544 | | 17.45% | 55.14% | 22.04% | 2.55% | 2.84% |

* VAP - Voting Age Population

Some percentages may be subject to rounding errors.



Regular City Council
AGENDA ITEM 9.

Agenda Item: Discuss and Possibly Act Upon the Acceptance of a Donation from The Fortnightly Club in the Amount of \$35,000 for the Nancy Carol Robert Memorial Library and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-May 19, 2022

Department: Library

Staff Contact: Idalia Avezuela

SUMMARY STATEMENT:

Each year, The Fortnightly Club of Brenham holds an annual used book sale. Due to COVID-19, the Club was not able to hold a sale in 2021, which resulted in a surplus of books being available to the public and an extended sale time.

This year, the Club raised \$35,000 through the Annual Used Book Sale and a solicitations campaign to be donated to the Nancy Carol Roberts Memorial Library.

ATTACHMENTS:

None

RECOMMENDED ACTION:

Approve a donation from the Fortnightly Club in the amount of \$35,000 for the Nancy Carol Roberts Memorial Library and authorize the Mayor to execute any necessary documentation.



Regular City Council
AGENDA ITEM 10.

Agenda Item: Discuss and Possibly Act Upon the Appointment of Members to the City of Brenham's Airport Master Plan Committee (AMPC) and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-May 19, 2022

Department: Development Services

Staff Contact: Stephanie Doland

SUMMARY STATEMENT:

On September 9, 2021, the City Council approved Resolution R-21-023 for a Grant Agreement with TxDOT Aviation to proceed with a new Airport Master Plan for the Brenham Municipal Airport. The last Airport Master Plan was done in 1986 and an update, the Airport Development Plan, was conducted in 2005. Airport plans (i.e. Master Plans, Development, and Layout Plans) are developed and used as a long-range planning tool and guide to help regulate development, improvements, and operation of the Airport to meet current and future aviation demands. A letter of interest (LOI) was submitted by the City of Brenham to TxDOT on April 20, 2018, for an update of the Master Plan.

The Airport Master Plan is 100% funded through TxDOT Aviation and American Rescue Plan Act (ARPA). The project was competitively bid, and Coffman Associates was selected as the consultant for the project. Total contract value between TxDOT and Coffman Associates is not to exceed \$316,532.00 and a Notice to Proceed was issued by TxDOT to Coffman Associates on April 25, 2022. The Scope of Services for the Airport Master Plan includes:

1. Prepare a Master Plan consistent with the most current FAA Advisory Circulars and Standard Operating Procedures, to include incorporating sustainability and recycling, reuse, and waste reduction;
2. Develop a Capital Improvement Plan, including a recommended phasing plan and financial overview that considers local, state, federal, and alternative funding sources;
3. As needed, develop/review and update current airport property map consistent with the most current FAA Advisory Circulars and Standard Operating Procedures;
4. Establish phased, attainable goals for airport improvements and development based on a forecast of aviation demand and current and future critical aircraft;
5. As needed, develop/review and update a height hazard and airport land use compatibility map and ordinance; at Brenham Municipal Airport.

To effectively achieve the aforementioned scope of services, an Airport Master Plan Committee is proposed to meet four (4) times during the project and will be encouraged to attend additional public input meetings. A minimum of two (2) community wide public meetings will be held for the project to obtain input from all airport stakeholders as well. The Committee will be tasked with working alongside Coffman Associates to assist in the development of the plan and to serve as the “sounding board” for the consultants during the formation of the Airport Master Plan.

Coffman Associates provided a list of entities and stakeholders to comprise the Committee and City Staff met with Randy Hodge, Airport Liaison to develop the recommendation to Council for the Airport Master Plan Advisory Committee. Prior to Council’s consideration on the matter staff will provide a list of individuals recommended for the appointment of the Airport Advisory Board Committee.

ATTACHMENTS:

(1) Master Plan Advisory Committee Roster

RECOMMENDED ACTION:

Approve the appointment of thirteen (13) members to the City of Brenham's Airport Master Plan Committee (AMPC) and authorize the Mayor to execute any necessary documentation.



Airport Master Plan Committee

1. Councilmember Atwood Kenjura, Ward 3
2. Councilmember Adonna Sanders, Ward 4
3. Carolyn Miller, City Manager
4. Stephanie Doland, Director of Development Services
5. Debora Pinto, Airport Manager
6. Kim Hodde, Planning/Airport Technician
7. Randy Hodge, Brenham Airport Liaison & Pilot
8. Mollie Klenzendorf, TXDOT Aviation Project Manager
9. Kevin Deramus, EMS Director – Washington County
10. Scott Caggiano, Corporate Aviation Representative & Pilot
11. Gary Snow, General Aviation Representative & Pilot
12. Dr. John Turner, Executive Dean of the Brenham Campus (Tentative)
13. Blake Sawyer, Economic Development Representative (Tentative)



Regular City Council
AGENDA ITEM 11.

Agenda Item: Discuss and Possibly Act Upon a Service Agreement Between the City of Brenham and Bassco Services, Inc. for the Design, Construction, and Installation of the Fuel Farm at the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-May 19, 2022

Department: Development Services

Staff Contact: Stephanie Doland

SUMMARY STATEMENT:

On January 24, 2022 Council authorized staff to proceed with the purchase, delivery and installation of the former Marathon Oil fuel farm and associated equipment (pumping, filtration, motors, etc.) from Alberth Aviation. The fuel farm includes two 12,000 gallon fuel tanks formerly used for the storage and refueling of Jet A. The fuel farm and associated equipment was purchased and relocated to the Brenham Municipal Airport on March 15, 2022. The Brenham Municipal Airport needs are different than Marathon Oil and as such, a rebuild of the fuel farm is needed. Staff reached out to three consultants to provide quotes for the rebuild and on April 4th City Staff met with Randy Hodge, Airport Liaison and Facility Committee members Jon Hodde and Monte Richardson.

The committee reviewed and discussed three quotes received in relation to the project:

1. Aviation Training Academy provided a proposal for \$125,000 for the rebuild of an AvGas pump skid and a point-of-sale system. This quotation did not include modifications to the Jet A pump system, or an engineered plan set detailing the proposed modifications in accordance with applicable standards.
2. Strand Associates provided a proposal for \$61,000 limited to professional engineering services for the design and an engineered plan set of the fuel farm rebuild. Included in the scope of services Strand would provide the plan set for review and approval and then turn the project back over to the City for bidding of the project for construction.
3. BASSCO Services, Inc provided an original proposal for the design, construction and installation for the rebuild of the fuel farm in the amount of \$195,000. The proposal meets all the needs for the complete rebuild of the fuel farm. The quote includes cleaning of the tanks, sump recovery unit and the addition of a scully system (prevents overflow).

The committee recommended City Staff proceed with an agreement with BASSCO Services with additional revisions to the quotation including providing sealed engineered

plans and ordering new motors capable of handling single-phase electric service. Following the committee meeting, City Staff worked with BASSCO to modify the quote to meet the Committee recommendations, as well as to add an ATG which will allow City Staff to track fuel levels in the tanks at all times. For Council's review and consideration please find the attached Service Agreement which includes three phases of the project; design, construction and installation of the fuel farm. The total amount of the revised scope of services provided by BASSCO is \$232,012.38.

The Service Agreement as drafted includes a 160-day deadline for the deliverables of all phases of the project. The contract requires that an engineered plan set and more detailed project timeline shall be submitted to the City within 42-days of a notice to proceed. Included in the contract is a compensation schedule, termination clause, insurance requirement, performance and payment bond, ten percent (10%) contingency, and one-year workmanship warranty.

The City, through the Certificates of Obligations process, has a budget of approximately \$350,000 for the new fuel farm. Thus far, \$86,000 was spent on the purchase and relocation of Marathon Oil tanks and associated equipment. Staff finds contracting with BASSCO Services, Inc. for the fuel farm rebuild will likely result in the timeliest engineering design, order of materials, construction and installation of the fuel farm. Furthermore, BASSCO is located in north Texas and can serve the fuel farm with all maintenance and annual testing needs beyond the initial scope of the rebuild project.

A formal competitive bidding process was not held as this project is exempt under Section 252.002(a)(2) of the Texas Local Government Code.

ATTACHMENTS:

(1) Services Agreement BASSCO Fuel Farm Rebuild

RECOMMENDED ACTION:

Approve a Service Agreement between the City of Brenham and BASSCO Services, Inc. for the design, construction, and installation of the fuel farm at the Brenham Municipal Airport, in the amount of \$232,012.38, and authorize the Mayor to execute any necessary documentation.

CONTRACTOR shall not have the authority to obligate or bind the CITY or make representations or commitments on behalf of the City or its officers or employees without the express prior written approval of the CITY. The CITY shall be under no obligation to pay for services rendered not identified in Attachment A without prior written authorization from the CITY. CONTRACTOR shall not be considered an employee of the CITY and shall not have or claim any right arising from employee status.

SECTION 3 **OWNERSHIP OF WORK PRODUCT**

CONTRACTOR agrees that the CITY shall have the right to use all plans, designs, drawings, specifications, studies, exhibits, maps, reports, analyses and other documents prepared or compiled by CONTRACTOR pursuant to this Agreement. The CITY shall be the absolute and unqualified owner of all plans, designs, drawings, specifications, studies exhibits, maps, reports, analyses, determinations, recommendations, computer files, and all other documents prepared or acquired pursuant to this Agreement with the same force and effect as if the CITY had prepared or acquired the same.

SECTION 4 **PERIOD OF SERVICE**

Within forty-two (42) days of a written notice to proceed by the City, CONTRACTOR shall submit proposed plans and specifications to the CITY in accordance with Section 5(a) of this Agreement. The plans submitted to the CITY shall include a schedule for performance of the remaining scope of service.

If the time to perform all the services in this Agreement will exceed 160 calendar days from the date of full execution of the Agreement by the CITY and CONTRACTOR, the CONTRACTOR shall notify the CITY of the reason for the delay in writing and provide a revised performance schedule. The CITY may grant a time extension to the extent of any delays caused by the CITY or other agencies or vendors with which the services must be coordinated, or other circumstances over which the CONTRACTOR has no control.

SECTION 5 **PERFORMANCE PHASES**

CONTRACTOR will complete the services in the Scope of Work (Attachment A) in three (3) phases, as follows:

(a) PHASE 1 – DESIGN PHASE

During the Design Phase, CONTRACTOR shall complete the design and engineering services necessary for the Project. At the end of the design phase, CONTRACTOR shall submit to the CITY its plans and specifications for Phases 2 and 3 for CITY review and approval, including a schedule for performing the remaining scope of service. Once submitted and approved

by the CITY, these plans and specifications may be altered only with prior written approval from the CITY.

(b) PHASE 2 – ORDERING AND CONSTRUCTION

During the ordering and construction phase, CONTRACTOR shall order any materials and parts necessary for completion of the Project, in accordance with the plans and specifications approved by the CITY in Phase 1. CONTRACTOR shall also complete any construction, fabrications, modifications, or customizations required before the pumping and related equipment can be installed.

(c) PHASE 3 – INSTALLATION PHASE

CONTRACTOR shall complete the Project by installing the tanks and related equipment and ensuring their compliance with all applicable federal, state, local, and agency rules and regulations.

SECTION 6
COMPENSATION

COMPENSATION, BILLING AND PAYMENT: For and in consideration of the professional services and work to be performed by the CONTRACTOR herein, the CITY agrees to pay the CONTRACTOR the total amount of Two Hundred Thirty-Two Thousand Twelve and 38/100 Dollars (\$232,012.38) in accordance with the following schedule:

- (a) Upon the completion of Phase 1 as described in Section 5 of this Agreement, the CITY shall pay the CONTRACTOR the amount of Fifty-Eight Thousand Five Hundred and No/100 Dollars (\$58,500.00).
- (b) Upon the receipt by the CITY of an Engineer's certification of completion of Phase 2 as described in Section 5 of this Agreement, the CITY shall pay the CONTRACTOR the amount of Fifty Thousand and No/100 Dollars (\$50,000.00). The certifying Engineer shall be the Project Engineer. CONTRACTOR shall be responsible for any expenses related to the certification.
- (c) Upon the completion of the remaining services in this Agreement to the City's satisfaction, the CITY shall pay the CONTRACTOR the remaining balance of One Hundred Twenty-Three Thousand Five Hundred Twelve and 38/100 Dollars (\$123,512.38).

Nothing contained in this Agreement shall require the CITY to pay for any work which is unsatisfactory, as reasonably determined by the City Manager or her designee, or which is not submitted in compliance with the terms of this Agreement. The CITY shall not be required to make any payments to the CONTRACTOR when the CONTRACTOR is in default of any provision of this Agreement.

It is specifically understood and agreed that the CONTRACTOR shall not be authorized to undertake any work not included in the Scope of Work in Attachment A, without first having

obtained written authorization from the City Manager or her designee. CONTRACTOR shall not be compensated for any self-initiated projects or self-initiated work.

If the CITY fails to make payments due the CONTRACTOR for services and expenses within thirty (30) days after CITY'S receipt of the CONTRACTOR's undisputed statement thereof, as provided in Chapter 2251, Texas Government Code, interest on overdue payments shall accrue at the rate as provided in Chapter 2251, Texas Government Code, provided, however, nothing herein shall require the CITY to pay the interest as set forth herein if the CITY reasonably determines that the work, or portion thereof, is unsatisfactory, in accordance with this Section 6, "Compensation."

Any increase or reduction in the charges in this Section 6 requires a change order, which may be approved and signed by the City Manager or her designee. The change order shall indicate the reason for the increase or reduction. If the cumulative total of change orders would exceed ten percent (10%) of the original contract price, the change order(s) shall require the approval of the City Council of the City of Brenham.

SECTION 7 **COMPLIANCE AND STANDARDS**

The CONTRACTOR shall do all things necessary to complete the Project with the professional skill and care ordinarily provided by competent individuals practicing in the same or similar locality and under the same or similar circumstances and professional license. CONTRACTOR will comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the services to be performed hereunder, as they now exist or may later be adopted or amended.

SECTION 8 **INDEMNITY AGREEMENT**

THE CONTRACTOR SHALL INDEMNIFY AND SAVE AND HOLD HARMLESS THE CITY AND ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, DEMANDS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING, BUT NOT LIMITED TO COURT COSTS AND REASONABLE ATTORNEY FEES INCURRED BY THE CITY, AND INCLUDING, WITHOUT LIMITATION, DAMAGES FOR BODILY AND PERSONAL INJURY, DEATH AND PROPERTY DAMAGE, RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR OR ITS OFFICERS, SHAREHOLDERS, AGENTS, OR EMPLOYEES IN THE EXECUTION, OPERATION, OR PERFORMANCE OF THIS AGREEMENT.

NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO CREATE A LIABILITY TO ANY PERSON WHO IS NOT A PARTY TO THIS AGREEMENT, AND NOTHING HEREIN SHALL WAIVE ANY OF THE PARTIES' DEFENSES, BOTH AT LAW OR EQUITY, TO ANY CLAIM, CAUSE OF ACTION, OR LITIGATION FILED BY

ANYONE NOT A PARTY TO THIS AGREEMENT, INCLUDING THE DEFENSE OF GOVERNMENTAL IMMUNITY, WHICH DEFENSES ARE HEREBY EXPRESSLY RESERVED.

SECTION 9
TERMINATION OF AGREEMENT

- (a) Notwithstanding any other provision of this Agreement, the CITY may terminate this Agreement for convenience, without cause, by giving ten (10) days' advance written notice to the CONTRACTOR.
- (b) This Agreement may be terminated in whole or in part in the event of either party substantially failing to fulfill its obligations under this Agreement. No such termination will be effective unless the other party is given (1) written notice (delivered by certified mail, return receipt requested) of intent to terminate and setting forth the reasons specifying the non-performance, and not less than ten (10) calendar days to cure the failure; and (2) an opportunity for consultation with the terminating party prior to termination.
- (c) Early Termination
 - 1. If this Agreement is terminated prior to the completion of the Project, CONTRACTOR shall immediately cease all services and shall render a final bill for services to the CITY within thirty (30) days after the date of termination. The final bill shall be calculated in accordance with Section 6 of this Agreement, with fees and reimbursable expenses prorated based on services already provided by CONTRACTOR. Should the CITY subsequently contract with a new contractor for the continuation of services on the Project, CONTRACTOR shall cooperate in providing information to the CITY and the new contractor. The CONTRACTOR shall turn over all documents prepared or furnished by CONTRACTOR pursuant to this Agreement to the CITY on or before the date of termination but may maintain copies of such documents for its use.
 - 2. If early termination of this Agreement occurs after CITY has made initial payment to CONTRACTOR of Fifty-Eight Thousand Five Hundred and No/100 Dollars (\$58,500.00) in accordance with Section 6, the CONTRACTOR shall return a pro rata portion of the Fifty-Eight Thousand Five Hundred and No/100 Dollars (\$58,500.00) based on services already rendered and/or any materials already purchased on behalf of and delivered to the CITY.

SECTION 10
RESPONSIBILITY FOR CLAIMS AND LIABILITIES

Approval by the CITY shall not constitute, nor be deemed a release of the responsibility and liability of the CONTRACTOR, its employees, associates, agents, subcontractors, and consultants for the accuracy and competency of their designs or other work; nor shall such approval be deemed to be an assumption of such responsibility by the CITY for any defect in the design or

other work prepared by the CONTRACTOR, its employees, subcontractors, agents, and consultants.

SECTION 11
NOTICES

All notices, communications, and reports required or permitted under this Agreement shall be personally delivered or mailed to the respective parties by depositing same in the United States mail to the address shown below, certified mail, return receipt requested, unless otherwise specified herein. Mailed notices shall be deemed communicated as of three (3) days after mailing:

To CONTRACTOR:

BASSCO Services, Inc.
Attn: Jeff Davis, CFO
9219 Viscount Row
Dallas, Texas 75247

To CITY:

City of Brenham
Attn: Carolyn D. Miller, CPA
City Manager
P.O. Box 1059
Brenham, Texas 77834-1059

All notices shall be deemed effective upon receipt by the party to whom such notice is given, or within three (3) days after mailing.

SECTION 12
ENTIRE AGREEMENT

This Agreement constitutes the complete and final expression of the agreement of the parties and is intended as a complete and exclusive statement of the terms of their agreements, and supersedes all prior or contemporaneous offers, promises, representations, negotiations, discussions, communications, and agreements which may have been made in connection with the subject matter hereof.

SECTION 13
SEVERABILITY

If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable. In such event, the parties shall reform this Agreement to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

SECTION 14
INSURANCE

Until all activities under this Agreement are completed, CONTRACTOR shall maintain the following described insurance, and shall notify the CITY within thirty (30) days if any provision thereof is altered or

modified in any way. CONTRACTOR shall furnish to the CITY a Certificate of Insurance from a company or companies licensed to write insurance in the State of Texas showing that the CONTRACTOR is covered by the following insurance:

A. Workers' Comp & Employer's Liability (contractor must comply with requirements of Tex. Labor Code § 406.096 and 28 TAC § 110.110). In addition, insurance certificate must provide:

Policy Limits --- "Statutory Limits" box should be checked on certificate & coverage must comply with rules of Texas Department of Insurance applicable to public construction contracts.

Waiver of Subrogation against the CITY and its officers, agents, and employees shall be included.

If any of the CONTRACTOR's employees engaged in hazardous work on the project under this Agreement are not protected under the Worker's Compensation Statute, then the CONTRACTOR shall provide adequate employer's general liability insurance for the protection of this class of employees.

B. General Public Liability Insurance as follows:
\$1,000,000 for injuries per occurrence and \$100,000 for property damage per occurrence OR \$1,000,000 combined single limit per occurrence

The policy shall name the CITY and its officers, agents, and employees as an additional insured, be on the commercial general liability form, and include a waiver of subrogation against the CITY and its officers, agents, and employees. The policy shall provide a products/completed operations endorsement and coverage for contractual liability and acts of independent contractors. No XCU (explosion, collapse and underground) exclusions will be allowed.

C. Comprehensive Motor Vehicle Liability Insurance on all motor vehicles (other than off-road equipment) used in connection with the contract: CONTRACTOR shall comply with the insurance requirements of the State of Texas for operating a motor vehicle used to commute to the worksite; however, if the work on the worksite will be performed with a motor vehicle registered with the State of Texas, then the requirements shall be as follows:

\$250,000 for injuries to one person per occurrence; \$500,000 for injuries to all persons in a single occurrence per occurrence; and \$100,000 for property damage per occurrence

OR

\$600,000 combined single limit per occurrence.

The policy shall name the CITY as an additional insured and include a waiver of subrogation against the CITY and its officers, agents, and employees.

D. \$1,000,000 of coverage for Professional Liability

E. The CONTRACTOR will require all subcontractors who provide services on the project to adhere to these requirements.

F. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only. CONTRACTOR shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-

insured retentions shall be disclosed on the Certificate of Insurance. "Claims Made" policies will not be accepted.

SECTION 15
PERFORMANCE BOND AND PAYMENT BOND

CONTRACTOR shall execute Performance and Payment Bonds, in accordance with all applicable provisions of Texas Government Code, Chapter 2253, covering the faithful performance and completion of the Agreement and the payment of all obligations arising thereunder.

(a) The Required bonds are:

1. Performance Bond in the amount of 100% of the total Agreement Sum.
2. Payment Bond (Labor and Material) in the amount of 100% of the total Agreement Sum

(b) Requirements for the Surety

All required bonds shall be issued by a surety that

1. Is named on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury,
2. Is licensed by the Texas Department of Insurance (TDI), and
3. Is licensed by the TDI to issue the bonds.

The premiums on such Bonds shall be paid by the CONTRACTOR. No payments to the CONTRACTOR shall be deemed due or payable until acceptable bonds are furnished. The CITY may require the CONTRACTOR to increase the Performance and Payment Bonds to accommodate Change Orders where the cumulative Change order amount exceeds ten percent (10%) of the original contract price. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, the CONTRACTOR shall promptly furnish a copy of the bonds or shall permit a copy to be made.

SECTION 16
PERSONNEL

(a) The CONTRACTOR represents that it has or will secure, at its own expense, all personnel required to perform all the services required under this Agreement. Such personnel shall not be employees or officers of, or have any contractual relations with, the CITY. CONTRACTOR shall inform the CITY of any conflict of interest or potential conflict of interest that may arise during the term of this Agreement.

- (b) All services required hereunder will be performed by the CONTRACTOR or under its supervision. All personnel engaged in work shall be qualified and shall be authorized and permitted under state and local laws to perform such services.

SECTION 17
ASSIGNABILITY

The CONTRACTOR shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment, novation, or otherwise) without the prior written consent of the CITY.

SECTION 18
MODIFICATION

No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding arising between the parties hereto out of or affecting this Agreement, or the rights or obligations of the parties hereunder, and unless such waiver or modification is in writing and duly executed; and the parties further agree that the provisions of this section will not be waived unless as set forth herein.

SECTION 19
MISCELLANEOUS

- (a) The following attachments/exhibits are attached to and made a part of this Agreement:

Proposal letter (Attachment "A") dated May 4, 2022

In the event of any conflict between this Agreement and any Attachment hereto, the terms and provisions of this Agreement shall control.

- (b) CONTRACTOR agrees that CITY shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the CONTRACTOR involving transactions relating to this Agreement. CONTRACTOR agrees that CITY shall have access during normal working hours to all necessary CONTRACTOR facilities and shall be provided adequate and appropriate working space in order to conduct audits in compliance with this section. CITY shall give CONTRACTOR reasonable advance notice of intended audits.
- (c) Venue of any suit or cause of action under this Agreement shall lie exclusively in Washington County, Texas. This Agreement shall be construed in accordance with the laws of the State of Texas without regard to any conflicts of law provisions.

- (d) CONTRACTOR shall commence, carry on, and complete any and all projects with all applicable dispatch, in a sound, economical, and efficient manner and in accordance with the provisions hereof. In accomplishing the work, CONTRACTOR shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work being carried on by the CITY.
- (e) Circumstances or events may occur that are outside the control of either party (“Force Majeure”). Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any unforeseeable cause beyond its reasonable control and without its negligence.
- (f) The CITY shall assist the CONTRACTOR by placing at the CONTRACTOR’s disposal all reasonably available information pertinent to a project, including previous reports, any other data relative to the project, and arranging for the access thereto, and make all reasonable provisions for the CONTRACTOR to enter in or upon public and private property as required for the CONTRACTOR to perform services under this Agreement.
- (g) The captions of this Agreement are for informational purposes only and shall not in any way affect the substantive terms or conditions of this Agreement.
- (h) To the extent this Agreement is considered a contract for goods or services subject to 2270.002 Texas Government Code, CONTRACTOR verifies that it: i) does not boycott Israel; and ii) will not boycott Israel during the term of this Agreement.
- (i) The prevailing party in any dispute under this Agreement will be entitled to recover from the non-prevailing party its reasonable attorney’s fees, expenses and court costs in connection with any original action, any appeals, and any post-judgment proceedings to collect or enforce a judgment.
- (j) CONTRACTOR warrants that all work under this Agreement will be free from faulty materials, parts and improper workmanship, except from proper and usual wear and tear, and agrees to repair, replace or re-execute, without cost to the CITY, all materials, parts and work found to be defective, improper or imperfect, and make good all damage caused to other work or materials due to such required repair, replacement or re-execution. CONTRACTOR shall not be responsible for labor to replace a defective part if the manufacturer’s warranty does not pay for labor charges. The warranty shall cover a period of one (1) year from the date that the CITY accepts and issues a “Certificate of Acceptance” for this Project. This warranty applies only to CONTRACTOR’s work, and parts and material provided by CONTRACTOR. The CONTRACTOR makes no warranty with respect to parts and materials provided by the CITY.

IN WITNESS HEREOF, the City of Brenham, Texas has caused this Agreement to be executed by its duly authorized representative, and CONTRACTOR has executed this Agreement through its duly authorized representative on this the ____ day of _____, 20 ____.

CITY OF BRENHAM, TEXAS

BASSCO SERVICES, INC.

Milton Y. Tate, Jr., Mayor

Signature of Authorized Representative

Printed Name and Title

Attest:

Jeana Bellinger, TRMC, CMC
City Secretary

April 21, 2022

City of Brenham
1200 W. Vulcan Street
Brenham, TX 77833
Main: 979-337-7269

Stephanie,

Bassco Services is pleased to offer you an estimate to modify and reconfigure the fuel system purchase from Marathon that you are installing at your site.

Scope of Work

Fabricate and install an Avgas ATF 100 (single phase) pump skid to unload fuel transports and load refuel trucks.

Convert tank to avgas and relabel tank

Fabricate and install an avgas self-serve skid to fuel aircraft (detailed below)

Rework your existing jet dispensing skid for truck fill and self-service (detailed below)

Install a new Jet pump for single phase power (GNX2.5 @100GPM)

Redesign Electrical controls on existing jet equipment to work for self service

Install a QT M4000 with cell modem for 24 Hr. POS

The Avgas skid will also be a 4" channel steel frame, and include:

ATF 100 AVGAS

15-gallon containment box

3" Morrison mesh strainer

3" Morrison Check Valve

3" Butterfly valves

2.5" Blackmer Pump

Blackmer Gear Reducer

Baldor 5 HP explosion proof motor (230 1 phs)

Facet filter vessel and elements (5th Edition)

Gems Floating Switch water slug
Gammon Millipore probe kits
Gammon differential pressure gauge
Air eliminator
Taylor pressure relief valve
SS pump drain valve and piping
TCS 700 Flow Meter
Hannay Electric Rewind Hose Reel
Hewitt 1" X 75' Aviation hose
Hannay HGR-75' grounding reel
OPW 295 Overwing Nozzle
2" OPW drybreak Connector with 2 x 15' for truck fill
Scully System

The Jet Pumping skid modifications.

15-gallon Spill containment box
3" Morrison mesh strainer
3" Morrison Check Valve
3" Butterfly valves
2.5" Blackmer Pump
Blackmer Gear Reducer
Baldor 5 HP explosion proof motor (230 1 phs)
3" OPW swivel
GT Midwest 2" X 12' Aviation hose
GT Midwest 1 ¼" x 75' Aviation hose
Modify Deadman Valve for fast and slow flow
Add 100:1 pulser to existing meter
Remove monitor filter vessel from dispensing skid
OPW 295 Nozzle for Overwing fueling

Bassco will run piping from tank/skid location to self-serve location (50' max) and change any piping needed to make system function properly

All piping will be stainless steel schedule 40 and use welded fittings and flanged connections.

Our skids will be prewired in our shop under the supervision of a licensed electrician and are ready for connection in the field. An electrical schematic is provided for site installers.

Total Price: 188,400.00

Option 1: Scully secondary truck overfill: \$3500 each initials

Option 2: Sump Recovery Unit: \$2500 each initials

Option 3: Engineered Stamped Drawings: \$7500 initials

Option 4: Per Tank Cleaning: \$2500 each initials

Option 5: Evo 200 ATG for 2 tanks: \$13,500 initials

Option 6: Payment and Performance Bond: \$5612.38 initials

Total with all options: \$232,012.38

This price does not include the following items:

Dirt or Concrete site work

Site Electrical Work

Permits or Bonds of any kind

Sales Tax

Crane to offload tank and skids at your site

Fuel for Flushing or Testing

Freight (With the exception of locating the pump skids to the Brenham Municipal Airport)

Please feel free to call with any questions or to discuss any aspect of this proposal.

Yours truly,

Samantha Butero

National Sales & Marketing Director

Bassco Services, Allied Oil Equipment & BV3

(Cell) [208-954-1020](tel:208-954-1020)

(Office) [877-352-4432](tel:877-352-4432)

[9219 Viscount Row](#)

[Dallas, TX 75247](#)