



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, APRIL 20, 2023 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 - Mayor Milton Y. Tate, Jr.**
- 3. Proclamations**
 - ♦ National Day of Prayer**
- 4. Citizens Comments**

CONSENT AGENDA

- 5. Statutory Consent Agenda**

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

 - 5-a. Approve the Minutes from the March 16, 2023 Regular City Council Meeting**
 - 5-b. Approve a Noise Variance from the Brenham Maifest Association for the 133rd Maifest Celebration on May 5-6, 2023 at Fireman's Park from 11:00 a.m. to Midnight**

WORK SESSION

- 6. Presentation and Discussion on Additional and Enhanced Parking Spaces in Downtown Brenham**

REGULAR SESSION

7. **Discuss and Possibly Act Upon Resolution No. R-23-012 Amending the City of Brenham Downtown Parklet Manual**
8. **Discuss and Possibly Act Upon A License Agreement Between the City of Brenham and Mescalito Coffee LTD Co. Related to the Construction of a Downtown Parklet Adjacent to 100 E. Alamo Street, Brenham, Texas and Authorize the Mayor to Execute Any Necessary Documentation**
9. **Discuss and Possibly Act Upon Resolution No. R-23-013 Authorizing the Publication of Notice of Intention to Issue Certificates of Obligation, Series 2023**
10. **Discuss and Possibly Act Upon an Addendum to the Agreement Between the City of Brenham and Vermont Systems for Credit Card Processing Software, Hardware, and Related Support Services and Authorize the Mayor to Execute Any Necessary Documentation**
11. **Discuss and Possibly Act Upon Award of RFQ No. 23-003 Related to Professional Services for the Design and Engineering of the City of Brenham Fire Station No. 2 and Authorize the Mayor to Execute Any Necessary Documentation**
12. **Discuss and Possibly Act Upon an Ordinance on Its First Reading Adopting a Rate Tariff Schedule for the City of Brenham Electric System**
13. **Discuss and Possibly Act Upon Bid No. 63C-19C Related to a Generator at the Atlow Booster Pumping Station and Authorize the Mayor to Execute Any Necessary Documentation**
14. **Discuss and Possibly Act Upon an Agreement with Dudley Construction, LLC for the Extension of the Bid Award Deadline for Project No. 2021-06-A Related to the 2022 Sanitary Sewer Improvements - Stone Hollow Lift Station Replacement and Authorize the Mayor to Execute Any Necessary Documentation**
15. **Discuss and Possibly Act Upon Resolution No. R-23-014 Authorizing the Acceptance of Public Improvements in the Liberty Village Subdivision Phase 2B**
16. **Administrative/Elected Officials Report**

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

EXECUTIVE SESSION

17. **Section 551.071 Texas Government Code - Consultation with Attorney - Consultation with City Attorney Regarding Aviators Plus, LLC v. City of Brenham, Texas; Cause No. 37896; 21st Judicial District Court, Washington County, Texas**
18. **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 Management Agency, and Associated Matters**

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
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RE-OPEN REGULAR SESSION

Adjourn

CERTIFICATION

I certify that a copy of the April 20, 2023 agenda of items to be considered by the City of Brenham City Council was posted to the City Hall bulletin board at 200 W. Vulcan St., Brenham, TX on Monday, April 17, 2023 at 11:45 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 _____, 2023 at ____ AM PM.

Signature

Title

PROCLAMATION

- WHEREAS,** The National Day of Prayer is an annual day of observance held on the first Thursday of May, designated by the United States Congress, when people are asked “to turn to God in prayer and meditation;” and
- WHEREAS,** Throughout our history, Americans of many religions and belief systems have turned to prayer for strength, hope, and guidance; and
- WHEREAS,** Prayer has nourished countless souls and powered moral movements – including essential fights to end injustice and protect the dignity of all lives no matter their race, religion, gender, or national origin; and
- WHEREAS,** The First Amendment to The United States of America’s Constitution protects the rights of free speech and religious liberty, including the right of all Americans to pray; and
- WHEREAS,** It is thus fitting that, from the earliest years of our country’s history, Congress and Presidents have set aside days to recognize the role prayer has played in so many definitive moments in our history;

NOW, THEREFORE I, Milton Y. Tate Jr., Mayor of the City of Brenham, do hereby proclaim May 4, 2023 as

NATIONAL DAY OF PRAYER



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

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on Thursday, March 16, 2023, 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 Leah Cook
Councilmember Atwood Kenjura
Councilmember Adonna Saunders
Councilmember Albert Wright

Members Absent:

Councilmember Shannan Canales

City of Brenham Staff present:

City Manager Carolyn Miller, City Attorney Cary Bovey, City Secretary Jeana Bellinger
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, Director of Finance Stacy Hardy, Human Resources Director
Susan Nienstedt, Tourism and Marketing Director Jennifer Eckermann, Strategic Budget
Officer Tim McRoberts, Karen Stack, Kyle Branham, Cherry Cash Prewitt, Cynthia
Longhofer, Nancy Joiner, Leigh Linden, Capt. Lloyd Powell, and Officer Alex Saenz

Citizens/Others Present:

Cynthia Tempa, Stephanie Wehring, Paul LaRoche, Patrick Jue, Steve Sefcik, and John T.
Muegge

Media Present:

Jason May, Brenham Banner-Press; and Josh Blaschke, KWHI

1. Call Meeting to Order

2. **Invocation and Pledges to the US and Texas Flags – Councilmember Atwood Kenjura**

3. **Citizens Comments**

Director of Economic Development Susan Cates introduced the new Main Street Manager Leith Linden and advised that the City was been recognized by the Texas Economic Development Council for Economic Excellence in 2022.

CONSENT AGENDA

4. **Statutory Consent Agenda**

4-a. **Approve a Purchasing Agreement Between the City of Brenham and Equalis Group, a Purchasing Cooperative for Public Agencies, and Authorize the Mayor to Execute Any Necessary Documentation**

A motion was made by Councilmember Wright and seconded by Mayor Pro Tem Kolby to approve the Statutory Consent Agenda Item 4.a. 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	Absent
Councilmember Leah Cook	Yes
Councilmember Atwood Kenjura	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

REGULAR SESSION

5. **Discuss and Possibly Act Upon the Acceptance of the Audit from Seidel Schroeder for Fiscal Year 2022**

Finance Director Stacy Hardy introduced Seidel Schroeder Audit Partners, Michele Kwaitowski and Heather Delso. Kwaitowski advised Council state law requires all general-purpose local governments to publish, within six months of the close of the fiscal year, a complete set of financial statements presented in conformity with Generally Accepted Accounting Principles (GAAP) and audited in accordance with generally accepted auditing standards by a firm of licensed, certified accountants.

Kwaitowski said the City of Brenham's comprehensive financial statements are in conformity with GAAP. The audit concluded that the City's financial statements for the Fiscal Year ending September 30, 2022 are fairly presented in conformity with GAAP.

A motion was made by Councilmember Kenjura and seconded by Councilmember Wright to accept the audit from Seidel Schroeder for Fiscal Year 2022.

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	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

6. Discuss and Possibly Act Upon Approval of a Request from the Boys & Girls Club of Washington County for a Contribution in the Amount of \$15,000.00 to Support the Purchase of a Comprehensive Security System and Authorize the Mayor to Execute Any Necessary Documentation

City Manager Carolyn Miller presented this item. Miller stated the Boys & Girls Club of Washington County was requesting a contribution in the amount of \$15,000.00, as a match to funds already pledged by Washington County, for the purchase of a comprehensive security system. Miller advised Council this item was presented to the Finance Committee on March 9th with a positive response. Miller explained the security system will include access control, video surveillance, and a new alarm system, replacing and upgrading the current outdated system.

A motion was made by Councilmember Wright and seconded by Councilmember Saunders to approve the request from the Boys & Girls Club of Washington County for a contribution in the amount of \$15,000.00 to support the purchase of a comprehensive security system 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	Absent
Councilmember Leah Cook	Yes
Councilmember Atwood Kenjura	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

7. **Discuss and Possibly Act Upon Resolution No. R-23-09 Approving the City's Participation in Opioid Litigation Settlements with Allergan, CVS, Walgreens, and Walmart**

City Attorney Cary Bovey presented this item. Bovey explained that Council had previously resolved to participate in two (2) different settlements involving manufacturers and pharmaceutical companies and this specific settlement was for an additional settlement involving a new set of defendants, Allergan, CVS, Walgreens, and Walmart.

Bovey stated this settlement requires the City Council adopt a Resolution of participation in the settlement with the new defendants. Bovey noted the estimated settlement amount would be \$51,593.21 and confirmation of participation must be submitted the Texas Attorney General by April 18, 2023.

A motion was made by Councilmember Kenjura and seconded by Councilmember Saunders to approve Resolution No. R-23-009 approving the City's participation in the opioid litigation settlements with Allergan, CVS, Walgreens, and Walmart.

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	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

8. **Discuss and Possibly Act Upon Resolution No. R-23-010 Authorizing the Selection of a Professional Service Provider to Provide Special Environmental Services Related to Federally Funded Infrastructure Projects Associated with the General Land Office CDBG-MIT Programs**

Purchasing and Central Fleet Supervisor Kyle Branham presented this item. Branham explained that in January 2023 City staff requested qualifications from five (5) vendors to perform special environmental services related to General Land Office grants awarded to the City for Hurricane Harvey and 2016 Flood mitigation. Branham advised that two (2) proposals were received, and that staff has determined that Terracon Consultants would be the best value provider based upon their ability to perform successfully under the terms and conditions of the project, price of services, and requirements of the grants.

A motion was made by Mayor Pro Tem Kolby and seconded by Councilmember Wright to approve Resolution No. R-23-010 authorizing the selection of a Professional Service Provider to provide special environmental services related to federally funded infrastructure projects associated with the General Land Office CDBG-MIT Programs.

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	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

9. Discuss and Possibly Act Upon Award of Bid No. 23-004 for Type “D” Hot Mix Asphalt and Authorize the Mayor to Execute Any Necessary Documentation

Purchasing and Central Fleet Supervisor Kyle Branham presented this item. Branham stated that the City received two proposals for Bid No. 23-004 for Type “D” Hot Mix Asphalt. Branham stated that Waller County Asphalt was the low bidder at \$100.00/ton delivered and \$90.00/ton picked up, and \$2500.00 plus material cost for emergency delivery. Branham explained that Waller County Asphalt has held the contract for the city for several years and delivers a quality product.

A motion was made by Councilmember Saunders and seconded by Councilmember Wright to award Bid No. 23-004 for Type “D” Hot Mix Asphalt to Waller County Asphalt in the amount of \$100.00/ton delivered to job site and \$90.00/ton picked up at Waller County Asphalt by City staff 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	Absent
Councilmember Leah Cook	Yes
Councilmember Atwood Kenjura	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

10. Discuss and Possibly Act Upon a Digital Marketing Agreement with Madden Media for Digital Marketing and Programming for Visit Brenham and Authorize the Mayor and City Manager to Execute Any Necessary Documentation

Director of Tourism & Marketing Jennifer Eckermann presented this item. Eckermann explained the success the city has had by partnering with Madden Media with a “click thru rate” that is above industry average and the city is receiving record numbers of visitors to our website. Eckermann requested that Council consider renewing the contract with Madden Media for FY22-2023 in an amount not to exceed \$105,000.05 in order to continue this successful partnership.

A motion was made by Councilmember Saunders and seconded by Councilmember Wright to approve the Digital Marketing Agreement with Madden Media for digital marketing and programming for Visit Brenham in the amount not to exceed \$105,000.05 and authorize the Mayor and City Manager 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	Absent
Councilmember Leah Cook	Yes
Councilmember Atwood Kenjura	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

11. Discuss and Possibly Act Upon Resolution No. R-23-011 Repealing and Rescinding Resolution No. R-22-023 Concerning a Letter of Credit Agreement and Associated Documents Regarding the City of Brenham, Texas and Municipal Gas Acquisition and Supply Corporation

Finance Director Stacy Hardy presented this item. Hardy explained that in July 2022, the city authorized a Letter of Credit Agreement in the amount of \$1,000,000,000.00 with the Bank of Brenham for the purchase of natural gas from Municipal Gas Acquisition and Supply Corporation (MuniGas). Hardy stated that on October 21, 2022, the City executed a contract with Energy Transfer for the purchase of natural gas; therefore, this Letter of Credit Agreement with MuniGas is no longer needed.

A motion was made by Mayor Pro Tem Kolby and seconded by Councilmember Wright to approve Resolution No. R-23-011 repealing and rescinding Resolution R-22-023 concerning a Letter of Credit Agreement and associated documents regarding the City of Brenham, Texas and Municipal Gas Acquisition and Supply Corporation.

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	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

12. Discuss and Possibly Act Upon a Consulting Agreement Between the City of Brenham and HUB International Related to Benefits Consulting Services Beginning April 1, 2023 Through March 31, 2024 Using Equalis Group Contract Number R10-11125B and Authorize the Mayor to Execute Any Necessary Documentation

Human Resources Director Susan Nienstedt presented this item. Nienstedt advised about the upward trend and increases in healthcare costs, stating healthcare affordability is a concern for both the employer and employee. Nienstedt explained a unique set of rules and culture apply to public entities regarding employee benefits and having a consultant to help navigate the process is of great benefit to the city. Nienstedt advised that HUB International will provide the City with a strategic plan to consider for implementation for many of our full-time benefits at a cost of \$3,500.00 monthly or \$42,000.00 annually.

A motion was made by Councilmember Wright and seconded by Councilmember Saunders to approve the agreement between the City of Brenham and HUB International related to benefit consulting services beginning April 1, 2023 through March 31, 2024, in an amount not to exceed \$42,000.00 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	Absent
Councilmember Leah Cook	Yes
Councilmember Atwood Kenjura	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

13. Discuss and Possibly Act Upon Change Order No. 2 to the Service Agreement between the City of Brenham and Bassco Services, Inc. Related to the Design, Construction and Installation of the Fuel Farm at the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation

Development Services Director Stephanie Doland presented this item. Doland explained that the original Professional Services Agreement with Bassco Services, Inc. was in the amount of \$232,012.38 for the rebuild of the fuel farm at the Brenham Municipal Airport. Doland stated on September 29, 2022 Council approved Change Order No. 1 for additional materials to achieve the desired performance of the fuel farm.

Doland explained during the initial negotiations with Bassco Services, Inc. a QTPOD (a point-of-sale system) was not included in the Scope of Services for the fuel farm. Doland stated the intent was that the aviation fuel provider would include in their proposal a payment program or credit for the point-of-sale system; however, at this time an aviation fuel contract has not been awarded. Doland continued, Bassco is requesting a change order for the purchased and installed QTPOD M4000 needed to process transactions at the Brenham fuel farm and is requesting approval and payment in the amount of \$20,051.24 for Change Order No. 2.

A motion was made by Councilmember Saunders and seconded by Councilmember Wright to approve Change Order No. 2 to the service agreement between the City of Brenham and Bassco Services, Inc. in the amount of \$20,051.24 related to the design, construction, and installation of the fuel farm at the Brenham Municipal Airport 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	Absent
Councilmember Leah Cook	Yes
Councilmember Atwood Kenjura	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

14. Administrative/Elected Officials Report

City Manager Carolyn Miller reported on the following:

- On March 29th the Washington County Chamber of Commerce will Host the State of Health Care Forum from 11:30 a.m. – 1:00 p.m.
- On March 30th she will be participating in a 3-woman panel, ICMA Females in City Leadership at the George Bush School of Government from 6:00 p.m. – 7:30 p.m.

Council adjourned into Executive Session at 1:50 p.m.

EXECUTIVE SESSION

- 15. Section 551.071 – Texas Government Code – Consultation with Attorney – Consultation with City Attorney Regarding Aviators Plus, LLC v. City of Brenham, Texas; Cause No. 37896; 21st Judicial District Court, Washington County, Texas**
- 16. 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 Management Agency, and Associated Matters**
- 17. Section 551.87 – Texas Government Code – Economic Development Negotiations - Deliberation Regarding Incentives for Economic Development Purposes and the Possible Offer of a Financial or Other Incentive to Project Katydid, a Business Seeking to Locate, Stay, or Expand in the City of Brenham, Texas**

Executive Session adjourned at 2:57 p.m.

RE-OPEN REGULAR SESSION

- 18. Discuss and Possibly Act Upon Incentives for Economic Development Purposes and the Possible Offer of a Financial or Other Incentive to Project Katydid, a Business Seeking to Locate, Stay, or Expand in the City of Brenham, Texas, and Authorize the Mayor to Execute Any Necessary Documentation**

No action was taken on this item.

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary



Regular City Council
AGENDA ITEM 5-B.

Agenda Item: Approve a Noise Variance from the Brenham Maifest Association for the 133rd Maifest Celebration on May 5-6, 2023 at Fireman's Park from 11:00 a.m. to Midnight

Meeting Type: Regular Meeting-April 20, 2023

Department: Public Works

Staff Contact: JoAnne Hynes

SUMMARY STATEMENT:

The Brenham Maifest is planning the 133rd Maifest Celebration on May 5–6, 2023 from 11:00 a.m. to Midnight. The event will take place at Fireman's Park. The celebration will feature activities that require a noise variance due to amplified sound equipment, including live music and coronation events.

The Brenham Fire Department is working with Maifest and their vendor to obtain the required inspection and paperwork for the fireworks display. If this Noise Variance is approved by Council, City staff will deliver notices to residents near Fireman's Park advising them of the noise (live music and fireworks) associated with this event.

ATTACHMENTS:

- (1) Noise Variance Request
- (2) Event Flyer

RECOMMENDED ACTION:

Approve a Noise Variance from the Brenham Maifest Association for the 133rd Maifest Celebration on May 5-6, 2023 at Fireman's Park from 11:00 a.m. to midnight.



Noise Variance Request

For: 133rd Maifest Celebration

Name of sponsoring organization: Brenham Maifest Association

Your Contact Information

Name: Kristen Westbrook

Phone: 9792775366

Email: kgwestbrook@gmail.com

Event Details

Event Name: 133rd Maifest Celebration

Purpose:

Location: Fireman's Park

Date: 2023-05-05 May 5th & 6th, 2023

Time: 11:00am - 12:00 am

Setup From: 8:00 am **To:** 11:00 am

Clean up From: 11:00 pm **To:** 1:00 am

Types of activities planned and any additional information specific to this event: Live Music, carnival rides, food vendors, retail vendors, and fireworks

Describe activities at this event that require the variance to the noise ordinance: bands, musical instruments, fireworks

Will you use sound amplification equipment? Yes

Cleanup Provisions: Brenham Maifest Association is providing cleanup after practices, coronations, festival, and any other activities. We will have both hired individuals and volunteers in place.

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:

Approved by City Council on:

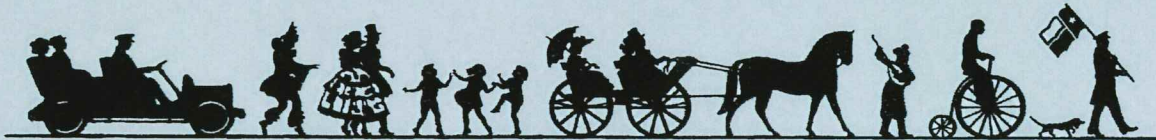
FIREMAN'S PARK | MAY 5TH & 6TH

MAIFEST 2023

BRENHAM, TEXAS

JOIN US FOR THE 133RD ANNUAL MAIFEST -
A HISTORIC FESTIVAL CELEBRATING THE DEEP GERMAN
HERITAGE OF WASHINGTON COUNTY!

THE PARADE AND CORONATIONS ARE SPECTACULAR EVENTS
FEATURING OUR COMMUNITY'S YOUTH, WHILE THE FESTIVAL
OFFERS GREAT BANDS, DELICIOUS FOOD, AND FUN FOR EVERYONE!



THURSDAY, MAY 4TH

5:00 PM CARNIVAL OPENS

FRIDAY, MAY 5TH

5:00 PM FESTIVAL OPENS | CARNIVAL OPENS

7:00 PM SENIOR CORONATION

8:30 PM - 11:30 PM MUSIC BY THE BROWN SUGAR BAND

12:00 AM FESTIVAL CLOSES

SATURDAY, MAY 6TH

10:30 AM PARADE THROUGH DOWNTOWN BRENHAM

11:00 AM FESTIVAL OPENS | CARNIVAL OPENS

11:30 AM - 2:30 PM MUSIC BY DAS IST LUSTIG

2:00 PM BEER TASTING

3:00 PM PERFORMANCE BY BRENHAM SCHOOL OF DANCE

3:30 PM CORNHOLE TOURNAMENT

4:00 PM - 7:00 PM MUSIC BY ISAAK KLAUS AND THE

LEDERHOSEN JUNKIES

6:30 PM JUNIOR CORONATION

10:00 PM - 11:30 PM MUSIC BY BRANDON RHYDER

12:00 AM FESTIVAL CLOSES





Regular City Council
AGENDA ITEM 6.

Agenda Item: Presentation and Discussion on Additional and Enhanced Parking Spaces in Downtown Brenham

Meeting Type: Regular Meeting-April 20, 2023

Department: Public Works

Staff Contact: Dane Rau

SUMMARY STATEMENT:

With parking at a premium in the downtown area the Public Works Department was asked to look at several areas that may be able to accommodate or enhance parking spots. In the attached pictures you will see the areas that were evaluated. Based on the design standards and looking at many factors such as drive aisle dimensions we were able to identify ways to add or enhance 18 spots in the downtown area.

Some of these areas are enhancements by providing dedicated parking striping to areas that were not striped but are parking areas and others are tightening up spaces in order to increase parking spots due to parallel spots being larger than minimum design standards. Other areas were evaluated but could not meet the City's parking space code.

ATTACHMENTS:

None

RECOMMENDED ACTION:

No recommendation, discussion and presentation only.



Regular City Council
AGENDA ITEM 7.

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-23-012
Amending the City of Brenham Downtown Parklet Manual

Meeting Type: Regular Meeting-April 20, 2023

Department: Administration

Staff Contact: Carolyn Miller

SUMMARY STATEMENT:

In June, 2022 the Brenham City Council approved Resolution No. R-22-020 adopting a Downtown Parklet Manual. The Manual set forth standards for the design, construction, and location of Parklets in the downtown area. Since the passage of this Resolution, we would like the Council to consider two changes to the Downtown Parklet Manual specifically the type of business and location of the Parklet.

1. Currently, a Parklet can only be associated with a business that primarily sells food and/or beverages and must produce a food handling permit. *We are proposing to allow ANY downtown business to apply for a Parklet, not just a food establishment.*
2. Currently, only one parklet can be located per block face. *We are proposing to allow only one Parklet city street: Douglas, Park, Baylor, St. Charles, Vulcan, Commerce, and First Streets.*

ATTACHMENTS:

- (1) Slides Showing Changes
- (2) Resolution No. R-23-012
- (3) Parklet Manual (revised)

RECOMMENDED ACTION:

Approve Resolution No. R-23-012 amending the City of Brenham Downtown Parklet Manual.

INTRODUCTION

The City of Brenham has created a downtown parklet initiative that provides a public-private partnership for streetscape improvements in the public realm that are intended to enhance the visitor experience.

Parklets convert curbside parking into vibrant community spaces. They contribute to the aesthetics of the streetscape, provide an economical solution to the need for increased public spaces, and provide amenities such as seating and landscaping.

While parklets are funded and maintained by businesses, they provide benefits to the entire community, as well as to visitors and adjacent businesses. Parklets generate community and economic development by attracting more people to downtown where they shop, eat, relax, and experience all Downtown Brenham has to offer.

No more than six (6) total parklets will be allowed in Downtown Brenham.



2

INTRODUCTION

The City of Brenham has created a downtown parklet initiative that provides a public-private partnership for streetscape improvements in the public realm that are intended to enhance the visitor experience.

Parklets convert curbside parking into vibrant community spaces. They contribute to the aesthetics of the streetscape, provide an economical solution to the need for increased public spaces, and provide amenities such as seating and landscaping.

While parklets are funded and maintained by businesses, they provide benefits to the entire community, as well as to visitors and adjacent businesses. Parklets generate community and economic development by attracting more people to downtown where they shop, eat, relax, and experience all Downtown Brenham has to offer.

Only one parklet will be allowed per street, and only on the following streets: Douglas, Park, Baylor, St. Charles, Vienna, Commerce and First.



2

1

ELIGIBILITY REQUIREMENTS

The requirements include:

- The parklet must be located in the Downtown Brenham Historic Overlay District.
- The parklet will not be located on TxDOT right-of-way (Main and Alamo Streets).
- The parklet is sponsored with a business that primarily sells food and/or beverages. The sponsor must produce a food handling permit (light or heavy prep).
- The parklet is located adjacent to the establishment where on-street parking spaces exist and is less than, or equal to, the footprint of the building.
- There is no other parklet on the block.
- The parklet is within a dedicated parking lane in the right-of-way and will occupy no more than two (2) parallel spaces or three (3) angled spaces.
- The parklet will not impede the flow of drainage.
- The parklet will not impede pedestrian or vehicular traffic.
- The parklet must not be placed in a manner that restricts access to any dumpsters, garbage receptacles, private or public utilities (e.g. electrical poles, streetlights, underground utility access, electrical transformer vaults, etc.) nor be placed over any utility appurtenances, fire hydrants, valves, manholes, meters, etc.
- The parklet will not create a site distance/visibility problem for vehicular traffic.
- The sponsor is in good standing with any required payment with the City of Brenham.

5

ELIGIBILITY REQUIREMENTS

The requirements include:

- The parklet must be located in the Downtown Brenham Historic Overlay District.
- The parklet will not be located on TxDOT right-of-way (Main and Alamo Streets).
- The parklet is located adjacent to the establishment where on-street parking spaces exist and is less than, or equal to, the footprint of the building.
- There is no other parklet on the street.
- The parklet is within a dedicated parking lane in the right-of-way and will occupy no more than two (2) parallel spaces or three (3) angled spaces.
- The parklet will not impede the flow of drainage.
- The parklet will not impede pedestrian or vehicular traffic.
- The parklet must not be placed in a manner that restricts access to any dumpsters, garbage receptacles, private or public utilities (e.g. electrical poles, streetlights, underground utility access, electrical transformer vaults, etc.) nor be placed over any utility appurtenances, fire hydrants, valves, manholes, meters, etc.
- The parklet will not create a site distance/visibility problem for vehicular traffic.
- The sponsor is in good standing with any required payment with the City of Brenham.

5

2

PARKLET ELIGIBILITY CHECKLIST FORM

CONTACT INFORMATION

Name of persons and business sponsoring the parklet: _____

Phone number and email of parklet sponsor: _____

Name and address of business: _____

Phone number of business (establishment) associated with parklet: _____

A Preliminary Site Plan is required, as described in the Application Form. The information is needed to determine the eligibility of the proposal. The standards set forth below are minimum standards and eligibility is determined based on the site meeting all requirements as verified by City staff. Place a checkmark in the box next to each standard to indicate the site is in full compliance.

- ☐ The parklet must be located in the Downtown Brenham Historic Overlay District
- ☐ The parklet is not located on TxDOT right-of-way (Main and Alamo Streets)
- ☐ The sponsoring business primarily sells food or beverages. A food handling permit (light or heavy prep) must be submitted with the application.
- ☐ The parklet is located adjacent to the establishment where on-street parking spaces exist and is less than or equal to the footprint of the building
- ☐ There is no parklet on the **block**
- ☐ The parklet is within a dedicated parking lane in the right-of-way and will occupy no more than two parallel spaces or three angled spaces

10

PARKLET ELIGIBILITY CHECKLIST FORM

CONTACT INFORMATION

Name of persons and business sponsoring the parklet: _____

Phone number and email of parklet sponsor: _____

Name and address of business: _____

Phone number of business (establishment) associated with parklet: _____

A Preliminary Site Plan is required, as described in the Application Form. The information is needed to determine the eligibility of the proposal. The standards set forth below are minimum standards and eligibility is determined based on the site meeting all requirements as verified by City staff. Place a checkmark in the box next to each standard to indicate the site is in full compliance.

- ☐ The parklet must be located in the Downtown Brenham Historic Overlay District
- ☐ The parklet is not located on TxDOT right-of-way (Main and Alamo Streets)
- ☐ The parklet is located adjacent to the establishment where on-street parking spaces exist and is less than or equal to the footprint of the building
- ☐ There is no other parklet on the **street**
- ☐ The parklet is within a dedicated parking lane in the right-of-way and will occupy no more than two parallel spaces or three angled spaces

10

3

PARKLET APPLICATION FORM

If you will be reserving the parklet during business hours, please let us know when the parklet will be closed from public use: _____

**REQUIRED SUPPORTING DOCUMENTS CHECKLIST
TO BE SUBMITTED WITH APPLICATION:**

- ☐ **Preliminary Site Plan:** The preliminary site plan must include the location of the sponsor's building facade and adjacent sidewalk and street in relation to the parklet; the width and depth, location and material of the parklet protective elements and elevation drawings identifying the parklet design, heights and materials.
- ☐ **Statement of Purpose:** A written statement identifying the purpose of the parklet (e.g. dining, lounging, etc.) and providing parklet installation costs and schedule (number of days it would take to complete the installation once a Building Permit is issued.)
- ☐ **A written description of parklet materials and proposed parklet amenities:** (e.g. chairs, tables, benches, shade structure, landscaping, etc.)
- ☐ **Food handling permit (light or heavy prep).**

**REQUIRED SUPPORTING DOCUMENTS CHECKLIST
TO BE SUBMITTED UPON APPROVAL OF LICENSE AGREEMENT:**

- ☐ **Final Site Plan:** Once the License Agreement is approved by City Council, the sponsor must submit a final site plan. It must be computer-generated, drawn to scale, and submitted before the Building Permit can be considered and issued.
- ☐ **Proof of Liability Insurance:** Workers Compensation and Employers Liability, and General Liability Insurance is required as detailed in the License Agreement. The policy must include the parklet installation and must be kept in full force throughout the full term of the Parklet Agreement, which begins on the date the permit is issued.

13

PARKLET APPLICATION FORM

If you will be reserving the parklet during business hours, please let us know when the parklet will be closed from public use: _____

**REQUIRED SUPPORTING DOCUMENTS CHECKLIST
TO BE SUBMITTED WITH APPLICATION:**

- ☐ **Preliminary Site Plan:** The preliminary site plan must include the location of the sponsor's building facade and adjacent sidewalk and street in relation to the parklet; the width and depth, location and material of the parklet protective elements and elevation drawings identifying the parklet design, heights and materials.
- ☐ **Statement of Purpose:** A written statement identifying the purpose of the parklet (e.g. dining, lounging, etc.) and providing parklet installation costs and schedule (number of days it would take to complete the installation once a Building Permit is issued.)
- ☐ **A written description of parklet materials and proposed parklet amenities:** (e.g. chairs, tables, benches, shade structure, landscaping, etc.)

**REQUIRED SUPPORTING DOCUMENTS CHECKLIST
TO BE SUBMITTED UPON APPROVAL OF LICENSE AGREEMENT:**

- ☐ **Final Site Plan:** Once the License Agreement is approved by City Council, the sponsor must submit a final site plan. It must be computer-generated, drawn to scale, and submitted before the Building Permit can be considered and issued.
- ☐ **Proof of Liability Insurance:** Workers Compensation and Employers Liability, and General Liability Insurance is required as detailed in the License Agreement. The policy must include the parklet installation and must be kept in full force throughout the full term of the Parklet Agreement, which begins on the date the permit is issued.

13

4

RESOLUTION NO. R-23-012

A RESOLUTION OF THE CITY OF BRENHAM, TEXAS AMENDING THE DOWNTOWN PARKLET MANUAL

WHEREAS, the City of Brenham (“City”) is a home-rule municipality located in Washington County, Texas, acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, Section 51.001, Texas Local Government Code, authorizes the City Council of the City of Brenham to adopt rules and regulations for the good government, peace, and order of the municipality, and necessary or proper for carrying out a power granted by law to the municipality or to an office or department of the municipality; and

WHEREAS, the City of Brenham Downtown Parklet Manual was adopted by City Council on April 20, 2022 with the passage of Resolution No. R-22-020; and

WHEREAS, Council desires to amend uniform standards for the design and construction of Parklets in Downtown Brenham; and

WHEREAS, it is in the best interest of the City of Brenham to amend the Brenham Downtown Parklet Manual;

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

Section 1: The findings set forth hereinabove are incorporated into the body of this Resolution as if fully set forth herein.

Section 2: That City Council hereby adopts the amended City of Brenham Downtown Parklet Manual, attached hereto as “Exhibit A,” and incorporated herein for all pertinent purposes.

Section 3: That the amended Downtown Parklet Manual shall be in full force immediately upon passage and approval and supersede any prior existing policies.

PASSED and APPROVED this 20th day of April 2023.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



Downtown Parklet Manual



Revised - April 20, 2023

MAIN STREET BRENHAM

INTRODUCTION

The City of Brenham has created a downtown parklet initiative that provides a public-private partnership for streetscape improvements in the public realm that are intended to enhance the visitor experience

Parklets convert curbside parking into vibrant community spaces. They contribute to the aesthetics of the streetscape, provide an economical solution to the need for increased public spaces, and provide amenities such as seating and landscaping.

While parklets are funded and maintained by businesses, they provide benefits to the entire community, as well as to visitors and adjacent businesses. Parklets generate community and economic development by attracting more people to downtown where they shop, eat, relax, and experience all Downtown Brenham has to offer.

Only one parklet will be allowed per street, and only on the following streets: Douglas, Park, Baylor, St. Charles, Vulcan, Commerce and First.



PARKLET PROCESS OVERVIEW

PERMITTING PROCESS

Step 1: Review the Downtown Brenham Parklet Manual and complete the Eligibility Checklist

Step 2: Complete Building Permit Application and the Parklet Application

The sponsor shall submit a Building Permit Application and the Parklet Application, along with the required supporting documents listed on the application.

All parklet designs are required to comply with the Parklet Design Standards found in this Parklet Manual.

Step 3: Review and Approval of a Parklet License Agreement

The Parklet Application and Building Permit Application will be reviewed by City staff for completion, and eligibility determined. The applicant will be notified of the determination and a Parklet License Agreement will be sent to the eligible sponsor for review.

Once the sponsor has reviewed the Agreement, a date will be set for City Council consideration.



PARKLET PROCESS OVERVIEW

Step 4: Issuance of Permit and Installation

Once the Parklet License Agreement is approved by City Council, Development Services will re-view and consider the submittal, and issue the Building Permit .

The sponsor, following payment of the Annual Parklet Fee, will have six months to complete installation for inspection.

FEES:

Building Permit Fee	TBD based on cost of project
Annual Parklet Fee	\$500



ELIGIBILITY REQUIREMENTS

The requirements include:

- **The parklet must be located in the Downtown Brenham Historic Overlay District.**
- **The parklet will not be located on TxDOT right-of-way (Main and Alamo Streets).**
- **The parklet is located adjacent to the establishment where on-street parking spaces exist and is less than, or equal to, the footprint of the building.**
- **There is no other parklet on the street.**
- **The parklet is within a dedicated parking lane in the right-of-way and will occupy no more than two (2) parallel spaces or three (3) angled spaces.**
- **The parklet will not impede the flow of drainage.**
- **The parklet will not impede pedestrian or vehicular traffic.**
- **The parklet must not be placed in a manner that restricts access to any dumpsters, garbage receptacles, private or public utilities (e.g. electrical poles, streetlights, underground utility access, electrical transformer vaults, etc.) nor be placed over any utility appurtenances, fire hydrants, valves, manholes, meters, etc.**
- **The parklet will not create a site distance/visibility problem for vehicular traffic.**
- **The sponsor is in good standing with any required payment with the City of Brenham.**

LICENSE AGREEMENT

Each License Agreement is for a period of one year, with 4 years of extensions allowed.

The Annual Parklet Fee may be paid in full for the 5-year length of the Agreement at a 20% discount. There will be no refund if the sponsor does not adhere to the Agreement, and the Parklet is required to be removed.

Only one permit is required; however, if paying annually, each Agreement extension must be requested in writing to Main Street by no later than ten (10) working days prior to the end of each year. Once a written request is received, Main Street will initiate a brief department review to determine if an extension will be issued. A permit extension will be considered if there are no issues or violations. Extensions may be subject to additional requirements and/or restrictions. The permit extension request must be submitted via email to info@downtownbrenham.com

Payment of the Annual Parklet Fee is required prior to extension approvals.

The permit will be null and void if all application and design requirements are not met.

A property owner, if different from the Parklet Sponsor, agrees to remove a parklet if the sponsoring business vacates the property. The owner has a 90-day grace period to determine if a new tenant would like to sponsor the parklet in place, and is responsible for maintenance during this time.



DESIGN STANDARDS

A parklet typically consists of a platform, protective enclosure (protective elements such as planters and railings), and amenities (e.g. benches, chairs, tables, lighting, shade structures, landscaping). All approved parklets are considered temporary installations. A parklet design that requires a poured concrete platform or drilling into the surface of the street, curb or sidewalk is prohibited. Installation must not damage the street, curb, sidewalk, or any aspect of the public right-of-way.

1. Parklet Platform Standards:

- The design of the platform must accommodate the crown of the road to provide a level walking surface for the parklet.
- The parklet must be ADA accessible.
- Parklet designs must maintain a visual connection to the street and not obstruct seated sight-lines to existing businesses and signage.
- The platform may not have more than a ½" gap from the curb to permit easy access and to avoid tripping hazards.
- The platform must not impede the flow of curbside stormwater drainage.
- Design considerations should include measures to prevent debris buildup beneath the deck.

2. Protective Enclosure of the Parklet:

The parklet must have a continuous protective enclosure along each side, with the exception of the side adjacent to the curb (three sides total). This enclosure will serve as a buffer to users and make the parklet visible to traffic. Enclosures can consist of planters, railings, and/or other visible protective edgings as approved by City staff in the application process. The enclosure should include architectural elements and must be between three (3) feet and four (4) feet in height, measured from the walking surface of the parklet. While not visible from the sidewalk, the parklet's back is highly visible from the street.

DESIGN STANDARDS

3. Protective (buffering) Elements Between the Parklet and Adjacent Parking Spaces:

The parklet must be buffered from vehicles parking on adjacent parking spaces using wheel stops or planter boxes, which must be placed 4 feet from the parklet. Planter boxes should have a height of 3 feet. At no point should plants in the planter boxes obstruct visibility to moving traffic and parking cars. These wheel stops or planter boxes act as bollards to protect against parking maneuvers.

4. Shade Structures and Elements

Any shade structures or elements added to a parklet must meet City of Brenham codes and ordinances, and will not make a parklet less temporary.

5. Projections Beyond the Parklet:

No element of the parklet is permitted to extend beyond the footprint of the parklet.

6. Advertising:

No advertising or commercial signage is allowed in parklets, per the City of Brenham Sign Ordinance.

7. Durability of Parklet Materials:

The parklet should be durable and designed to be outdoors and able to withstand wind stress.

8. ADA Requirements:

Parklets shall be constructed and/or installed to conform to the applicable provisions, rules, regulations, and guidelines of the Americans with Disabilities Act (ADA) and Texas Accessibility Standards (TAS). Parklets may not occupy a designated ADA-accessible parking space.

9. Power and Water Connections:

The design of the parklet must not require power and/or water connections.

PARKLET SPONSOR RESPONSIBILITIES

Parklet sponsors are responsible for the following:

- Keep the parklet well-maintained and in good repair with daily cleaning.
- Keep the parklet free of debris, grime, and graffiti.
- Water and maintain all parklet vegetation.
- Provide pest control as needed.



PARKLET ELIGIBILITY CHECKLIST FORM

CONTACT INFORMATION

Name of persons and business sponsoring the parklet: _____

Phone number and email of parklet sponsor: _____

Name and address of business: _____

Phone number of business (establishment) associated with parklet: _____

A Preliminary Site Plan is required, as described in the Application Form. The information is needed to determine the eligibility of the proposal. The standards set forth below are minimum standards and eligibility is determined based on the site meeting all requirements as verified by City staff. Place a checkmark in the box next to each standard to indicate the site is in full compliance.

☐

The parklet must be located in the Downtown Brenham Historic Overlay District

☐

The parklet is not located on TxDOT right-of-way (Main and Alamo Streets)

☐

The parklet is located adjacent to the establishment where on-street parking spaces exist and is less than or equal to the footprint of the building

☐

There is no other parklet on the street

☐

The parklet is within a dedicated parking lane in the right-of-way and will occupy no more than two parallel spaces or three angled spaces

PARKLET ELIGIBILITY CHECKLIST FORM

- ☐ The parklet will not impede the flow of drainage
- ☐ The parklet will not impede pedestrian or vehicular traffic
- ☐ The parklet must not be placed in a manner that restricts access to any dumpsters, garbage receptacles, private or public utilities (e.g. electrical poles, street lights, underground utility access, electrical transformer vaults, etc.) nor be placed over any utility appurtenances, fire hydrants, valves, manholes, meters, etc.
- ☐ The parklet will not create a sight distance/visibility problem for vehicular traffic
- ☐ The sponsor is in good standing with any required payment with the City of Brenham

PARKLET APPLICATION FORM

Submittal Instructions: Email this form with all required supporting documents as attachments to info@downtownbrenham.com. Once the application has been reviewed, and eligibility determined, City staff will email the Parklet License Agreement for the sponsor to review. Once the Parklet License Agreement is approved by City Council, the sponsor will receive emailed instructions on how to obtain the Building Permit from Development Services.

NOTE: Every application will be subject to a determination of completeness. The responsible city official is not required to review an application unless it is complete.

CONTACT INFORMATION

Name of persons and business sponsoring the parklet:

Phone number and email of parklet sponsor:

Name and address of business:

Phone number of business (establishment) associated with parklet:

Name of property owner (if different from above):

Phone number and email of property owner (if different from above):

PARKLET INFORMATION

Number and type (parallel or angled) of parking spaces to be taken for the parklet installation:

Estimated cost of the project: _____

PARKLET APPLICATION FORM

If you will be reserving the parklet during business hours, please let us know when the parklet will be closed from public use: _____

REQUIRED SUPPORTING DOCUMENTS CHECKLIST TO BE SUBMITTED WITH APPLICATION:

- ☐ **Preliminary Site Plan:** The preliminary site plan must include the location of the sponsor's building façade and adjacent sidewalk and street in relation to the parklet; the width and depth, location and material of the parklet protective elements and elevation drawings identifying the parklet design, heights and materials.
- ☐ **Statement of Purpose:** A written statement identifying the purpose of the parklet (e.g. dining, lounging, etc.) and providing parklet installation costs and schedule (number of days it would take to complete the installation once a Building Permit is issued.)
- ☐ **A written description of parklet materials and proposed parklet amenities:** (e.g. chairs, tables, benches, shade structure, landscaping, etc.)

REQUIRED SUPPORTING DOCUMENTS CHECKLIST TO BE SUBMITTED UPON APPROVAL OF LICENSE AGREEMENT:

- ☐ **Final Site Plan:** Once the License Agreement is approved by City Council, the sponsor must submit a final site plan. It must be computer-generated, drawn to scale, and submitted before the Building Permit can be considered and issued.
- ☐ **Proof of Liability Insurance:** Workers Compensation and Employers Liability, and General Liability Insurance is required as detailed in the License Agreement. The policy must include the parklet installation and must be kept in full force throughout the full term of the Parklet Agreement, which begins on the date the permit is issued.

PARKLET APPLICATION FORM

PARKLET SPONSOR RESPONSIBILITIES

The parklet sponsor has an obligation to meet the following responsibilities:

- **Maintain insurance required**
- **Pay for all costs associated with the parklet permits, insurance, installation, maintenance, and eventual removal, as well as the repairs to any elements of the right-of-way that may sustain damages due to the installation, use, or removal of the parklet**
- **Regular maintenance of the parklet. Maintenance includes but is not limited to the following:**

Daily removal of trash and debris from the parklet

Removal of grime and graffiti on the parklet as needed

Removal of trash and debris under the parklet, as needed

Watering any landscaping

Pest control

Repairs as needed to restore the parklet to its original state

- **No elements or amenities of the parklet are to be stored on the sidewalk or the street**
- **Any material misrepresentation or fraudulent information makes this application null and void.**

Sponsor Signature:

Date:

PARKLET APPLICATION FORM

PROPERTY OWNER RESPONSIBILITY

- Should a Parklet Sponsor with a License Agreement with the City — who leases a building—vacate the property without removing the parklet, the property owner is responsible for removal.
- There is a 90-day grace period for a property owner to determine if a new tenant would like to sponsor the parklet in place. If no tenant is found, or a new tenant is not interested in pursuing a License Agreement, the property owner must remove the parklet within the 90-day period. Within this period, the property owner is responsible for maintenance.

Property Owner Signature:

Date:

Once completed, please send the form as an attachment to:

info@downtownbrenham.com



Regular City Council
AGENDA ITEM 8.

Agenda Item: Discuss and Possibly Act Upon A License Agreement Between the City of Brenham and Mescalito Coffee LTD Co. Related to the Construction of a Downtown Parklet Adjacent to 100 E. Alamo Street, Brenham, Texas and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-April 20, 2023

Department: Main Street

Staff Contact: Carolyn Miller

SUMMARY STATEMENT:

At the January 19, 2023 Council meeting, the application from Mescalito Coffee for a proposed Downtown Parklet was not approved. The City Council asked City staff to review parking in the downtown area for possible ways to enhance public parking. In the work session item, our Public Works Director discussed several factors that were used to identify and evaluate downtown parking and reported that we are able to add or enhance 18 additional parking spaces.

This item is requesting Council approval of the application submitted by Mescalito Coffee for a proposed Downtown Parklet on Park Street. The application meets all the criteria as outlined in the original Downtown Parklet Manual and would meet the proposed revisions to the Downtown Parklet Manual (previous agenda item) if the revisions are approved by City Council.

ATTACHMENTS:

- (1) Lease Agreement
- (2) Mescalito Parklet Application

RECOMMENDED ACTION:

Approve a License Agreement between the City of Brenham and Mescalito Coffee LTD Co. related to the construction of a downtown parklet adjacent to 100 E. Alamo Street, Brenham, Texas and authorize the Mayor to execute any necessary documentation.

NON-EXCLUSIVE LICENSE AGREEMENT – PARKLET

This License Agreement ("**Agreement**") is made this _____ day of _____, 2023 ("**Effective Date**") by and between the **CITY OF BRENHAM ("City")**, and **MESCALITO COFFEE LTD CO.** a Texas limited liability company with its address at 100 East Alamo Street, Brenham, Texas 77833 ("**Licensee**") acting by and through its authorized representative.

WITNESSETH:

WHEREAS, Licensee operates the business commonly referred to as Mescalito Coffee located at 100 East Alamo Street, Brenham, Texas; and

WHEREAS, the City Council of the City of Brenham adopted a Downtown Parklet Manual via Resolution No. R-22-020 on June 16, 2022 to adopt uniform standards for the design and construction of Parklets located on a City right-of-way in Downtown Brenham; and

WHEREAS, the City Council of the City of Brenham revised the Downtown Parklet Manual via Resolution No. _____ on April 20, 2023 to amend the requirements for Parklets located on City right-of-way in Downtown Brenham, attached to this Agreement as **Attachment "A" ("Revised Manual")**; and

WHEREAS, Licensee plans to construct or cause to be constructed a Parklet on a City right-of-way in accordance with the Manual; and

WHEREAS, Licensee has submitted a fully completed application and required supporting documentation on July 1, 2022 in accordance with the Manual adopted on June 16, 2022 and the Revised Manual adopted on April 20, 2023; and

WHEREAS, City staff members have reviewed the application for completion and have determined that the proposed location of a Parklet meets the eligibility requirements established by the Manual; and

WHEREAS, Licensee desires to operate and maintain said Parklet located in the 200 block of South Park Street on the east side of the roadway in the two parallel parking spaces immediately south of Alamo Street adjacent to the Licensee's business Mescalito Coffee ("**Parklet Location**") in accordance with the terms of this Agreement and Licensee's Parklet Plans and Specification attached to this Agreement as **Attachment "B" ("Plans")** (the Parklet to be established and maintained in the Parklet Location by Licensee in accordance with this Agreement and all attachments hereto is referred to herein as the "**Parklet.**" All references to the Parklet shall include the Parklet Location).

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement, the City and Licensee, intending to be legally bound by this Agreement, agree as follows:

1. License; Conditions.

- A. Subject to the terms of this Agreement, the City grants a temporary, nonexclusive, revocable and non-assignable license to Licensee to enter the Parklet Location to establish, operate and maintain a Parklet in accordance with all Applicable Laws and the terms and conditions of this Agreement, including the Licensee's commitments set forth in the Application.
- B. Prior to entering the Parklet Location to commence any renovation of the Parklet, Licensee shall secure all necessary permits, licenses, and approvals from all appropriate departments, agencies, boards, or commissions of the City or other governmental entities that may be required by Applicable Law.

2. Title: AS-IS Condition of Parklet Location.

- A. At all times, but subject to the terms of this Agreement, the Parklet Location shall remain a public right-of-way. No legal title or any other interest in real estate shall be deemed or construed to have been created by anything contained in this Agreement; the License granted by this Agreement authorizes the Licensee to enter upon the Parklet Location for the purposes stated herein.
- B. Licensee acknowledges and agrees that they accept this license to enter the Parklet Location in its "AS-IS, WHERE-IS, AND WITH ALL FAULTS" condition, including all defects known or unknown, and the City makes no representation or warranty, express or implied, as to (a) any encumbrances, restrictions and conditions which may affect the Parklet Location, (b) the nature or condition of the Parklet Location for installation and operation of the Parklet, and (c) compliance of the Parklet with Applicable Law (defined below). Licensee is relying on its own independent investigation of the condition of the Parklet Location in entering this Agreement.

3. Term.

- A. The term ("Initial Term") of this Agreement shall be for one (1) year commencing on the Effective Date and shall terminate on the ____ day of _____, 2023, unless terminated earlier pursuant to the provisions of this Agreement.
- B. If neither party provides notice of termination prior to the end of the Initial Term in accordance with Paragraph 11, this Agreement shall automatically renew for an additional one (1) year term ("Renewal Term"). This Agreement may be automatically renewed for an additional four (4) Renewal Terms, the last of which would end on the ____ day of _____, 2027.

4. Maintenance Obligations; Use Restrictions; Approvals.

- A. Licensee's Maintenance Obligations. Licensee hereby covenants and agrees, for itself, its successors, and assigns to be fully responsible for the costs of designing, constructing, installing, repairing, operating, and maintaining the Parklet as set forth in this Agreement; provided, however, Licensee shall have no responsibility for City's subsurface improvements or property (except where Licensee causes damage to City's subsurface improvements or property, in which case Licensee shall be liable to the City for all costs

necessary to repair such damage) and Licensee's responsibility for repairs and maintenance of the street surface shall be limited to damages beyond reasonable wear and tear. Licensee shall use and maintain the Parklet in a wholly safe condition; shall maintain any and all stands, tables, chairs, and other structures, and the grounds adjacent thereto in a clean and sanitary fashion, free of all waste, rubbish, accumulation of garbage, papers, and debris; shall provide and maintain adequate and proper drainage utilizing the existing courses of flow for storm water runoff; shall permit free and unobstructed ingress and egress to, from, and around the Parklet for the protection or facilitation of pedestrian traffic; shall properly store and dispose of all waste matter and trash in accordance with the City's regulations and keep the Parklet and adjacent sidewalk free and clear of rubbish, trash and waste materials; and, except as approved in accordance with this Agreement or Applicable Law, shall not permit encroachments upon or obstructions of the streets.

- B. City's Maintenance Obligations. The City shall not be required to furnish any services or facilities to the Parklet, or to make any repairs or alterations to the Parklet. The City shall not be responsible for any loss or damage to personal property on the Parklet. Licensee assumes sole responsibility for the operation, maintenance and management of the Parklet. The provisions of this paragraph do not apply to any City improvements installed or located below the surface of the Parklet Location.
- C. Licensee's Use. The general public's use of the Parklet shall not be limited by Licensee at any time. Licensee shall not block public access to the Parklet or any amenities therein. Licensee shall not convey to the public, explicitly or implicitly, that the Parklet is private property or dedicated for use by the Licensee or its customers.
- D. Prohibited Uses. Licensee agrees that it shall not: use the Parklet except as specified in this Agreement; use the Parklet for any unlawful purpose; create a public or private nuisance on the Parklet; store or use any Hazardous Substances (defined below) on the Parklet; use the Parklet in a way that disturbs or damages the surrounding properties; park a vehicle on the Parklet Location; smoke any substance on the Parklet; engage in any commercial or for-profit activity of any kind on the Parklet except as specified in this Agreement; use the Parklet for commercial advertising of any kind, or non-commercial advertising of any kind without the advance written approval of the City; place or erect any structures on the Parklet unless specifically permitted by this Agreement; serve alcoholic beverages on the Parklet Location, except for alcoholic beverages served to Licensee's customers as authorized by an appropriate license/permit validly issued by the Texas Alcoholic Beverage Commission; start fires on the Parklet, save and except, Licensee may place outdoor propane or butane heaters (utilizing heaters with liquefied petroleum gas cylinder(s) capable of holding a maximum of 20 lbs. of liquefied petroleum gas; said heaters and liquefied petroleum gas cylinder(s) must comply with all applicable federal, state and local laws and regulations); display, store or sell personal property on the Parklet unless specifically permitted by this Agreement; or permit standing water to accumulate on the Parklet Location except as may occur naturally on the street over which the Parklet is placed. The City and Licensee agree that Licensee is not responsible for enforcing these prohibitions on members of the public; however, Licensee shall use commercially reasonable efforts to periodically monitor the Parklet for any use by the Public that is unsafe, unlawful, or which is a prohibited use under this Section. If the Licensee becomes

aware of any unsafe, unlawful, or prohibited use of the Parklet, it shall immediately notify the City.

- E. Approvals by City. Unless otherwise stated in this Agreement or in accordance with Applicable Law, any review, approval, permission, or consent that Licensee is required to obtain from the City under this Agreement shall not be valid or effective unless obtained from the City Manager or the City Manager's designee (the "City Manager"). The review, approval, or consent by the City Manager of any plans, specifications, work or materials submitted or performed by Licensee under this Agreement does not constitute any representation, warranty, or guarantee by the City as to the quality or substance of the matter reviewed or approved or its compliance with Applicable Laws. Licensee must use its own independent judgment as to the accuracy and quality of all such matters and its compliance with Applicable Laws. Review, approval, or consent by the City Manager under this Agreement does not constitute any review, approval, consent, license or permit otherwise required under Applicable Laws by any City department, board, commission, or official. Licensee agrees that the Parklet, after construction and installation as approved by the City, shall not be expanded, enlarged or altered in any way without the prior written approval of the City.

5. Compliance with Applicable Laws; Hazardous Substances.

- A. Applicable Laws. "**Applicable Laws**" shall mean all applicable present Federal, State and City laws, ordinances, orders, rules, regulations, guidelines and requirements.
- B. Hazardous Substances. "**Hazardous Substance**" shall mean: (a) asbestos, flammables, volatile hydrocarbons, industrial solvents, explosives, chemicals, radioactive material, petroleum, petroleum products and by-products, natural gas, synthetic gas, and shall include but not be limited to, substances defined as "hazardous substances", "hazardous wastes", "toxic substances", "pollutants" or "contaminants" as those terms are defined in any of the Applicable Laws; and (b) any and all other materials or substances that any government entity shall determine from time to time are harmful, toxic, or dangerous.

6. Entry on Parklet Location By City; City Inspection.

The City may enter the Parklet at any time, for any reason, including inspecting the Parklet and/or Parklet Location; provided, however, during Licensee's regular business hours, but excluding emergencies, City's entry, if any, shall be in a manner that causes the least interference or interruption with Licensee's operations. Nothing contained in this Section shall create a duty on the City to make any repairs or do any work on the Parklet Location. City inspections shall not be a representation, guaranty, or warranty by the City to Licensee, as to Licensee's compliance with the terms of this Agreement or Applicable Laws.

7. Non-exclusive.

The License granted by this Agreement is nonexclusive and is subject to any existing utility, drainage or communications facilities located in, on, under or upon the City's streets or other rights-of-way, any utility or communication company, public or private, to all vested rights presently owned by any utility or communication company, public or private for the use of the

Parklet for facilities presently located within the boundaries of the right-of-way and to any easement, lease, license, or other interest in the Parklet Location granted by City to any individual, corporation or other entity, public or private.

8. Environmental Protection.

Licensee shall not use or permit the use of the Parklet for any purpose that may be in violation of any environmental laws or regulations, and any amendments thereto, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), the Resource Conservation and Recovery Act of 1976 ("RCRA"), the Texas Water Code and the Texas Solid Waste Disposal Act. Licensee warrants that the permitted use of the Parklet will not result in the disposal or other release of any hazardous substance or solid waste in, on, upon, under or to the Parklet, and that it will take all steps necessary to ensure that no such hazardous substance or solid waste will ever be discharged in, on, upon, under or onto the Parklet or property adjoining the Parklet by Licensee. The terms "hazardous substance and waste" shall have the meaning specified in CERCLA and the term solid waste and disposal (or dispose) shall have the meaning specified in the RCRA; provided, however, that in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment; and provided further, at the extent that the laws of the State of Texas establish a meaning for hazardous substance, release, solid waste, or disposal which is broader than that specified in the CERCLA or RCRA, such broader meaning shall apply. **Licensee shall indemnify and hold City harmless against all costs, expenses, fines and fees related to environmental cleanup of the Parklet and surrounding the Parklet resulting, directly or indirectly, from Licensee's use of the Parklet under this Agreement.**

9. Insurance.

At all times during the Term of this Agreement, the Licensee shall procure and maintain insurance in the types and amounts as specified below.

Licensee shall, at its sole cost and expense, procure and maintain in full force and effect, for the Term of the License Agreement, covering its obligations under this Agreement, the types and minimum limits of insurance specified below. All insurance shall be procured from insurers authorized to do business in the State of Texas and acceptable to the City. All insurance required herein shall be written on an "occurrence" basis and not a "claims-made" basis.

- (i) **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**
 - (a) Workers Compensation: Statutory limits
 - (b) Employers Liability: \$100,000 each Accident - Bodily Injury by Accident; \$100,000 Each Employee - Bodily Injury by Disease; and \$500,000 Policy Limit -Bodily Injury by Disease.
 - (c) All States coverage and Texas Endorsement.
- (ii) **GENERAL LIABILITY INSURANCE**
 - (a) Limit of liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability;

- (b) Coverage: Premises operations; blanket contractual liability; personal injury liability (employee exclusion deleted); products and completed operations; independent contractors; employees and volunteers as insureds; cross liability; and broad form property damage (including loss of use) liability.

The City of Brenham, its officers, employees, and agents, shall be named as additional insureds on the General Liability Insurance Policy. Also, an endorsement is required stating that the coverage afforded the City and its officers, employees and agents as additional insureds will be primary to any coverage available to them. The City reserves the right to require Licensee to furnish certified copies of the original policies of all insurance required hereunder at any time upon ten (10) days prior written notice to Licensee. All such policies shall include an endorsement stating that the coverage afforded to these parties as additional insureds will be primary to any other coverage available to them.

Certificates of insurance evidencing the required coverage shall be submitted to the City Secretary, City of Brenham, 200 W. Vulcan Street, Brenham, Texas 77833 within ten (10) days after the Effective Date of this Agreement. Licensee shall furnish certified copies of the original policies of all insurance required under this Agreement, at any time, within ten (10) days after written request by the City.

All insurance policies shall provide for a least thirty (30) days prior written notice to be given to the City in the event coverage is materially changed, cancelled, or not renewed. At least ten (10) days prior to the expiration of each policy, Licensee shall deliver to the City a Certificate of Insurance evidencing a replacement policy to become effective immediately upon the termination of the previous policy.

The insurance requirements set forth herein shall in no way be intended to modify, limit or reduce the indemnifications made in this Agreement by Licensee to City, its officers, employees, and agents, or to limit Licensee's liability under this Agreement to the limits of the policies of insurance required to be maintained by Licensee hereunder.

10. Indemnification; Release.

- A. Licensee agrees to defend, indemnify, and hold harmless the City, its departments, commissions, boards, officers, employees or agents, from and against all actions, causes, suits, demands, losses, and liabilities, including the cost of litigation and attorney's fees, by reason of injury (including death) to persons and damage to property in any way arising in connection with this Agreement or rights granted to Licensee hereunder; provided that nothing herein contained shall be deemed to confer upon any third person any right against City, or to vest in said third person any cause of action against City, or to authorize any such person to institute any such suit or suits against City, its departments, commissions, boards, officers, employees or agents. Licensee is not obligated to indemnify, defend, and hold harmless the City against losses, costs, claims, suits, actions, damages, liabilities, and expenses that arise exclusively from the negligence or willful misconduct of the City, its departments, commissions, boards, officers, employees, or agents. This Section 10 shall survive the expiration or earlier termination of this Agreement.**

- B. In consideration of the license extended to Licensee by this Agreement, Licensee, and for Licensee's its contractors, and invitees and all persons claiming through any of them (collectively, including Licensee the "Releasing Parties") do hereby remise, quitclaim, release and forever discharge, the City, its departments, commissions, boards, officers, employees or agents, from any and all, and all manner of, actions and causes of action, suits, claims, and demands whatsoever in law or in equity which the Releasing Parties may have against the City its departments, commissions, boards, officers, employees or agents, relating in any way whatsoever to any condition on the Parklet Location, or relating in any way to Licensee's entry onto the Parklet Location, or Licensee's use of the Parklet Location; save and except those actions and causes of action, suits, claims and demands whatsoever in law or in equity that arise exclusively from the negligence or willful misconduct of the City, its departments, commissions, boards, officers, employees or agents. Licensee voluntarily assumes all risk of loss, damage, or injury, including death, that may be sustained by the Licensee, its contractors, or invitees, while in, on or about the Licensed Property; save and except any loss, damage, or injury, including death that arises exclusively from the City, its departments, commissions, boards, officers, employees or agents. This Section 10 shall survive the expiration or earlier termination of this Agreement.**

11. Relocation; Termination of this Agreement.

- A. Relocation. Licensee understands and agrees that it shall, upon request of the City, and except in the case of an emergency, on not less than twenty-one (21) days' notice, relocate the Parklet, and/or remove the Parklet, including chairs, tables, and Licensee's other personal property, and that Licensee will pay all costs and expenses necessary for the performance of such relocation work.
- B. Termination: This Agreement may be terminated in any of the following ways:
1. Written agreement of both parties;
 2. By either party giving the other party one hundred twenty (120) days prior written notice; or
 3. By City upon failure of Licensee to perform its obligations as set forth in this Agreement; provided, however, Licensee shall be provided written notice of its failure to perform and twenty-one (21) days after receipt of such notice to cure such failure.

Licensee shall further agree that upon termination of this Agreement, Licensee shall vacate the Parklet and leave it in a clean condition, clear of all property and debris and restore the Parklet Area to the satisfaction and approval of the City, reasonable wear and tear excepted, within thirty (30) days after receiving such notice, all at Licensee's sole cost and expense. The City shall not be liable to Licensee for any compensation, reimbursement or other expenses related to this Agreement.

Licensee agrees that in the event the Parklet is not removed from the Parklet Location and/or if the Parklet Location is not restored to its original condition, reasonable wear and tear excepted, the City shall have the right and privilege, at its option, of removing said Parklet, and restoring the

City right-of-way to its original condition and in event of the City so doing, Licensee shall pay to the City, within thirty (30) days written notice or demand, the costs expended by the City in such removal and/or restoration.

12. Notice.

All notices, requests, and other communications under this License shall be in writing and shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, or by overnight or hand delivery service with receipt requested, and addressed to Licensee as provided on the first page of this License and to the City as follows:

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

13. Governing law.

This Agreement is governed by the laws of the State of Texas; and exclusive venue for any action shall be in a court of competent jurisdiction in Washington County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

14. Attachments.

Any and all attachments to this Agreement are incorporated herein by reference.

15. Binding effect.

This Agreement shall be binding upon and inure to the benefit of the executing parties and their respective successors and assigns.

16. Entire Agreement.

This Agreement embodies the entire agreement between the parties and supersedes all prior agreements, understandings, if any, relating to the Licensed Premises and the matters addressed herein and may be amended or supplemented only by written instrument executed by the party against whom enforcement is sought.

LICENSOR: CITY OF BRENHAM

Date: _____

Hon. Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

LICENSEE: MESCALITO COFFEE

Date: _____

Jared Anderson
Owner

ATTEST:

By:
Title:

PARKLET ELIGIBILITY CHECKLIST FOR

Rec'd
7-1 @
8:20 am

CONTACT INFORMATION

Name of persons and business sponsoring the parklet: JARED ANDERSON & KATHLEEN
MATTHEWS / MESQUITO COFFEE

Phone number and email of parklet sponsor: 520 591 5207 jared@belldofthetexas.com

Name and address of business: 100 E ALAMO

Phone number of business (establishment) associated with parklet: 979 347 0013

A Preliminary Site Plan is required, as described in the Application Form. The information is needed to determine the eligibility of the proposal. The standards set forth below are minimum standards and eligibility is determined based on the site meeting all requirements as verified by City staff. Place a checkmark in the box next to each standard to indicate the site is in full compliance.

- ☒ The parklet must be located in the Downtown Brenham Historic Overlay District
- ☒ The parklet is not located on TxDOT right-of-way (Main and Alamo Streets)
- ☒ The sponsoring business primarily sells food or beverages. A food handling permit (light or heavy prep) must be submitted with the application.
- ☒ The parklet is located adjacent to the establishment where on-street parking spaces exist and is less than or equal to the footprint of the building
- ☒ There is no parklet on the block
- ☒ The parklet is within a dedicated parking lane in the right-of-way and will occupy no more than two parallel spaces or three angled spaces

PARKLET ELIGIBILITY CHECKLIST FORM

- ☒ The parklet will not impede the flow of drainage
- ☒ The parklet will not impede pedestrian or vehicular traffic
- ☒ The parklet must not be placed in a manner that restricts access to any dumpsters, garbage receptacles, private or public utilities (e.g. electrical poles, street lights, underground utility access, electrical transformer vaults, etc.) nor be placed over any utility appurtenances, fire hydrants, valves, manholes, meters, etc.
- ☒ The parklet will not create a site distance/visibility problem for vehicular traffic
- ☒ The sponsor is in good standing with any required payment with the City of Brenham

PARKLET APPLICATION FORM

Submittal Instructions: Email this form with all required supporting documents as attachments to info@downtownbrenham.com. Once the application has been reviewed, and eligibility determined, City staff will email the Parklet License Agreement for the sponsor to review. Once the Parklet License Agreement is approved by City Council, the sponsor will receive emailed instructions on how to obtain the Building Permit from Development Services.

NOTE: Every application will be subject to a determination of completeness. The responsible city official is not required to review an application unless it is complete.

CONTACT INFORMATION

Name of persons and business sponsoring the parklet:

JARED ANDERSON & KATHLEEN MATTHEWS / MESCALITO COFFEE

Phone number and email of parklet sponsor:

520 591 5207 jared@balledoffthebirddog.com

Name and address of business:

100 E ALAMO

Phone number of business (establishment) associated with parklet:

979 347 0093

Name of property owner (if different from above):

100 ALAMO INVESTMENTS (RAMOS / ANDERSON / MATTHEWS)

Phone number and email of property owner (if different from above):

SAME

PARKLET INFORMATION

Number and type (parallel or angled) of parking spaces to be taken for the parklet installation:

2, PARALLEL

Estimated cost of the project:

20K

PARKLET APPLICATION FORM

If you will be reserving the parklet during business hours, please let us know when the parklet will be closed from public use: NA

REQUIRED SUPPORTING DOCUMENTS CHECKLIST TO BE SUBMITTED WITH APPLICATION:

- ☒ **Preliminary Site Plan:** The preliminary site plan must include the location of the sponsor's building façade and adjacent sidewalk and street in relation to the parklet; the width and depth, location and material of the parklet protective elements and elevation drawings identifying the parklet design, heights and materials.
- ☒ **Statement of Purpose:** A written statement identifying the purpose of the parklet (e.g. dining, lounging, etc.) and providing parklet installation costs and schedule (number of days it would take to complete the installation once a Building Permit is issued.)
- ☒ **A written description of parklet materials and proposed parklet amenities:** (e.g. chairs, tables, benches, shade structure, landscaping, etc.)
- ☒ **Food handling permit (light or heavy prep).**

REQUIRED SUPPORTING DOCUMENTS CHECKLIST TO BE SUBMITTED UPON APPROVAL OF LICENSE AGREEMENT:

- ☐ **Final Site Plan:** Once the License Agreement is approved by City Council, the sponsor must submit a final site plan. It must be computer-generated, drawn to scale, and submitted before the Building Permit can be considered and issued.
- ☐ **Proof of Liability Insurance:** Workers Compensation and Employers Liability, and General Liability Insurance is required as detailed in the License Agreement. The policy must include the parklet installation and must be kept in full force throughout the full term of the Parklet Agreement, which begins on the date the permit is issued.

PARKLET APPLICATION FORM

PARKLET SPONSOR RESPONSIBILITIES

The parklet sponsor has an obligation to meet the following responsibilities:

- **Maintain insurance required**
- **Pay for all costs associated with the parklet permits, insurance, installation, maintenance, and eventual removal, as well as the repairs to any elements of the right-of-way that may sustain damages due to the installation, use, or removal of the parklet**
- **Regular maintenance of the parklet. Maintenance includes but is not limited to the following:**

Daily removal of trash and debris from the parklet

Removal of grime and graffiti on the parklet as needed

Removal of trash and debris under the parklet, as needed

Watering any landscaping

Pest control

Repairs as needed to restore the parklet to its original state

- **No elements or amenities of the parklet are to be stored on the sidewalk or the street**
- **Any material misrepresentation or fraudulent information makes this application null and void.**

Sponsor Signature:



Date:

7/1/2022

PARKLET APPLICATION FORM

PROPERTY OWNER RESPONSIBILITY

- Should a Parklet Sponsor with a License Agreement with the City — who leases a building—vacate the property without removing the parklet, the property owner is responsible for removal.
- There is a 90-day grace period for a property owner to determine if a new tenant would like to sponsor the parklet in place. If no tenant is found, or a new tenant is not interested in pursuing a License Agreement, the property owner must remove the parklet within the 90-day period. Within this period, the property owner is responsible for maintenance.

Property Owner Signature:



Date:

7/1/2022

Once completed, please send the form as an attachment to:

info@downtownbrenham.com

100 E Alamo – Mescalito Coffee Parklet Application

Statement of Purpose



Purpose: The primary purpose is to provide outdoor seating and tables for customers of Mescalito Coffee to eat and drink. Secondary purpose would be to provide this space for other downtown visitors who would like to meet with someone and bring their own food or drink. In summary, the overall objective would be to provide a comfortable space that is inviting and creates a gathering space for visitors and customers of downtown Brenham. By creating comfortable places to eat, drink and meet that people use, creates a positive environment for downtown.

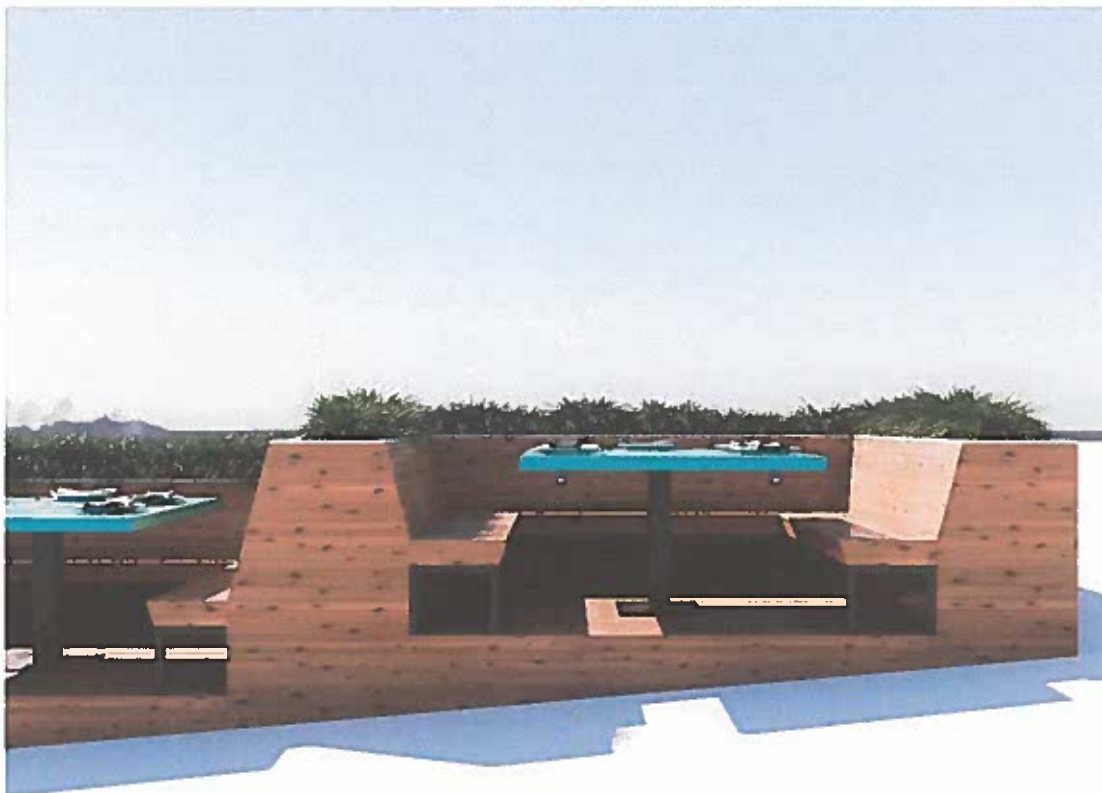
Schedule: After approval of permit, the fabrication would take 3 weeks, site installation of steel 2 weeks, and then final wood and planter installation 2 weeks. Overall, this project would take 7-8 weeks.



Budget: This parklet would cost between 15-20k.



Parklet Materials and Proposed Amenities: As indicated on the drawings, there would be 5 seating areas. Each seating area is square with a square table in the center. 3 sides of the seating area would be built in bench seating. The first seating area would be accessible. The framing of the parklet would be carbon steel, and the cladding and seating would be thermory wood or similar. To not obstruct the view to the building, there will be no umbrellas envisioned. After installation, the type of plants that will go in the planters will be selected. They will be easy to maintain grasses or succulents, and possibly a few small trees (potted) for shade. There will be no power or water, though we have planned for outdoor water and power nearby for maintenance and cleaning of the parklet. These features have already been installed.

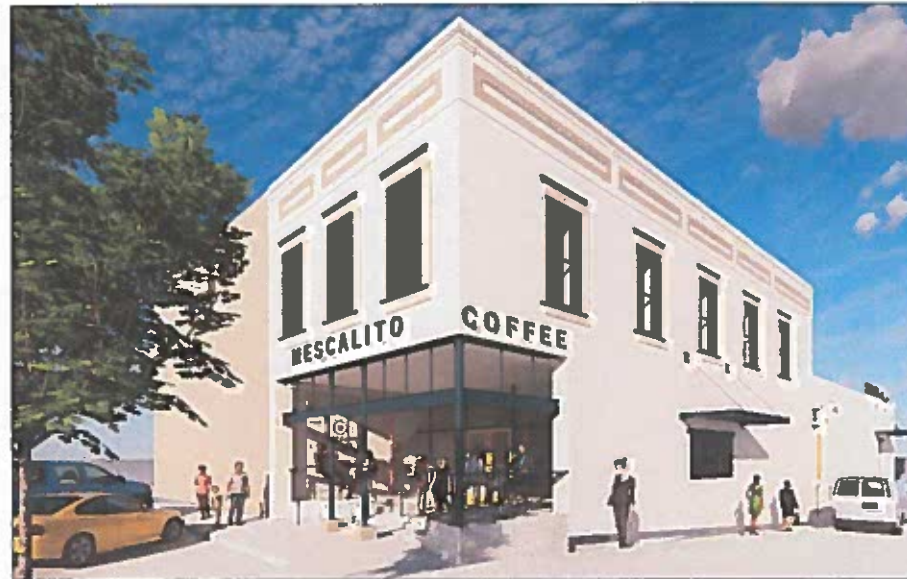


100 E. ALAMO INVESTMENTS, LLC PROPOSED RENOVATION AND BALCONY

100 E. ALAMO ST., BRENHAM, TEXAS, 77833
01/20/2022 - DOCUMENTS FOR CONSTRUCTION

GENERAL NOTES:

1. ALL WORK SHALL COMPLY WITH ALL APPLICABLE CODE ORDINANCE ADA T A S AND REGULATIONS OF ALL GOVERNING BODIES
2. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE APPLICABLE CODES ORDINANCES AND STANDARD SPECIFICATIONS OF ALL AGENCIES THAT HAVE THE RESPONSIBILITY OF REVIEWING PLANS AND SPECIFICATIONS FOR CONSTRUCTION OF ALL ITEMS PER THESE PLANS AND SPECIFICATIONS IN THIS LOCALITY
3. DURING THE CONSTRUCTION OF BALCONY AT THE REAR AREA, TURN-OFF THE EXISTING UTILITY AND HAND EXCAVATE THE FOUNDATION TO AVOID ANY D A M A G E S
4. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES OR STRUCTURES AT THE SITE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNER OF UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING TO WORK. THE CONTRACTOR SHALL NOTIFY THE PROPER UTILITY IMMEDIATELY UPON BREAK OR DAMAGE TO ANY UTILITY LINE OR APPURTENANCE OR THE INTERRUPTION OF THEIR SERVICE
5. ALL TRAFFIC CONTROLS ON THIS PROJECT SHALL ADHERE TO THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
6. ALL WORK SHALL BE GUARANTEED BY THE CONTRACTOR TO BE FREE FROM DEFECTS IN WORKMANSHIP AND MATERIALS AND IN CONFORMANCE WITH THE APPROVED PLANS AND SPECIFICATIONS AND THAT THE CONTRACTOR SHALL REPLACE OR REPAIR ANY WORK OR MATERIAL FOUND TO BE DEFECTIVE
7. INSTALL ALL MANUFACTURED ITEMS, MATERIALS, AND EQUIPMENT IN STRICT ACCORDANCE WITH MANUFACTURER'S WRITTEN INSTRUCTIONS EXCEPT THAT THE SPECIFICATIONS, WHERE MORE STRINGENT, SHALL GOVERN.
8. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO THE ARCHITECT IN A TIMELY MANNER THAT WILL ALLOW NOT LESS THAN TEN DAYS FOR REVIEW. THE GENERAL CONTRACTOR SHALL SUBMIT CORRECT NUMBERS REQUIRED, BUT NOT LESS THAN FOUR COPIES.
9. ALL EXPOSED ELECTRICAL EQUIPMENT, CONDUITS, PLUMBING LINES, ETC. SHALL BE PAINTED WITH MIN. (2) COATS OF PAINT TO MATCH ADJACENT S U R F A C E S.
10. KNOX BOX-LOCATE PER LOCAL FIRE DEPARTMENT R E Q U I R E M E N T S.



ARCHITECT'S PERSPECTIVE

SCOPE OF WORK:

THE PROJECT CONSIST OF REMODELING AND RESTORATION ESP. FRONT DISPLAY AREA, ADDING COFFEE BAR AND LIGHT KITCHEN, ADDING NEW PARTITIONS FOR TOILET AREAS / CHANGING ROOM / GIFT WRAPPING, ADDING BALCONY AT SOUTH PART OF THE BUILDING, AND ADDING RAMPS (FRONT AND INSIDE THE BUILDING).

TYPE OF CONSTRUCTION: V

APPLICANT:

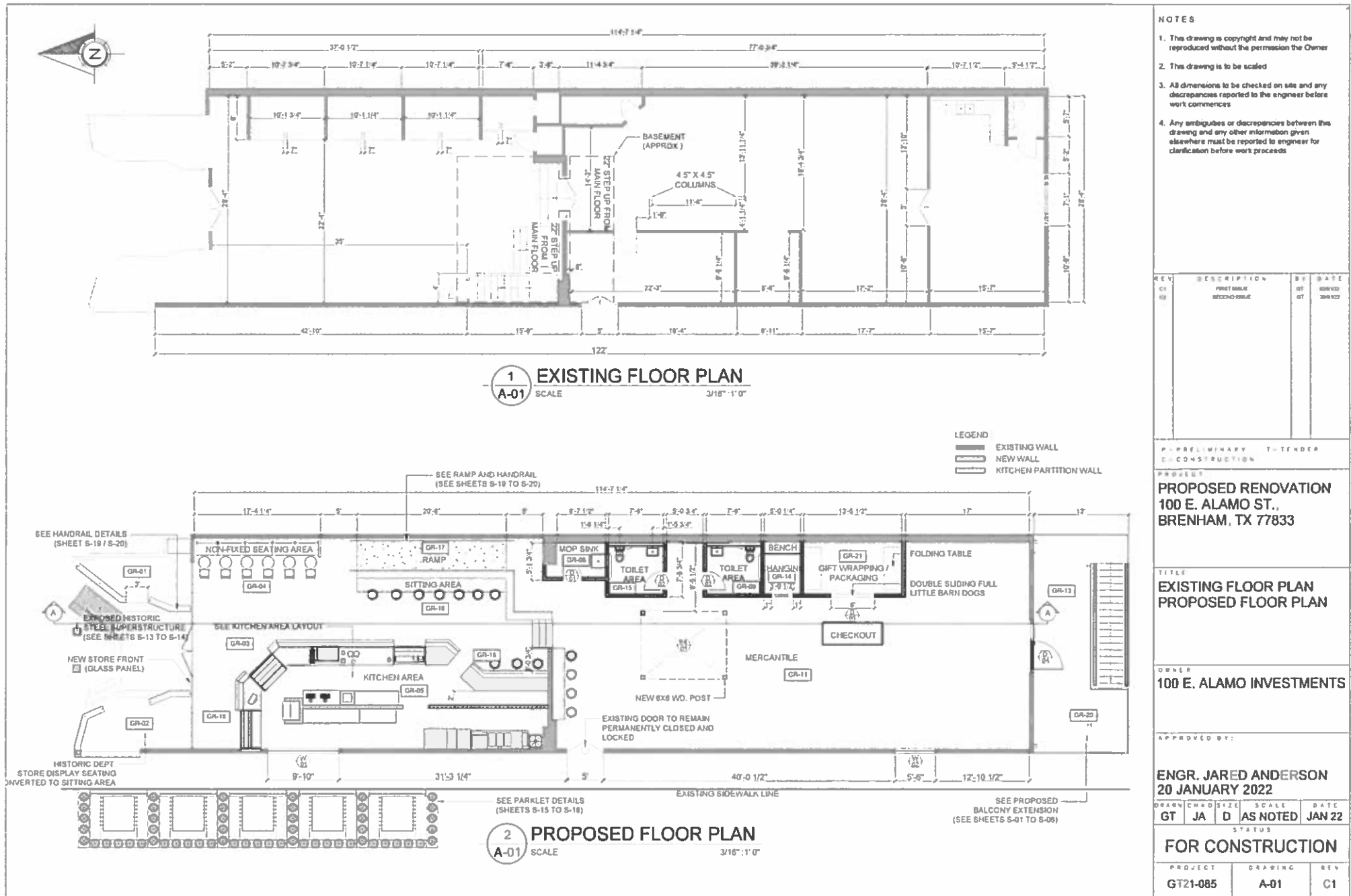
JARED ANDERSON, P.E.
BALLAD OF THE BIRD DOG
email: jared@balladofthebirddog.com

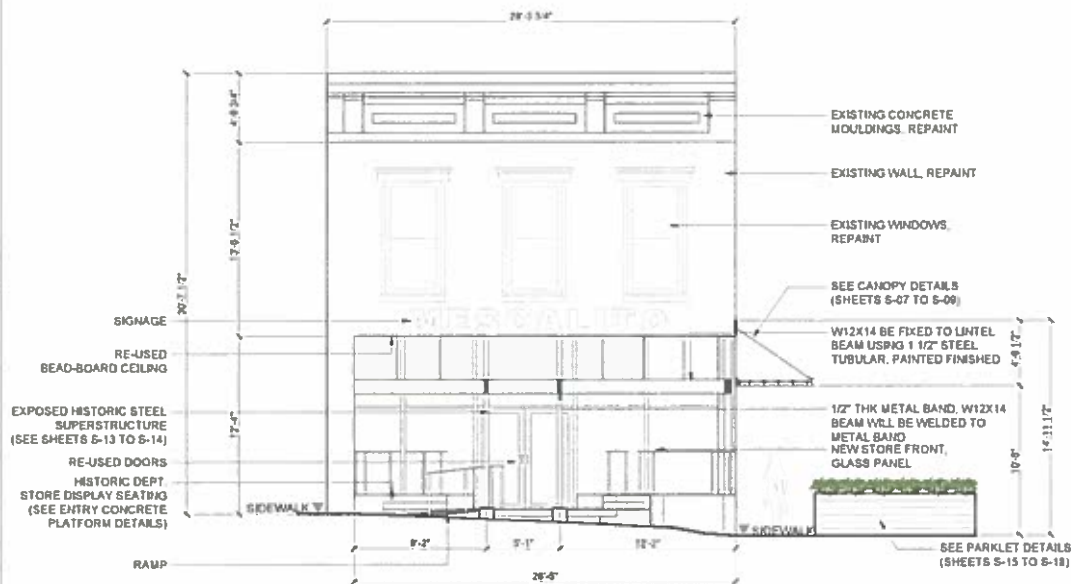


VICINITY MAP

SHEET INDEX

SHT NO	ARCHITECTURAL PLANS
A-00	COVER PAGE
A-01	EXISTING & PROPOSED FLOOR PLANS
A-02	NORTH ELEVATION, FRONT CONCEPT
A-03	SOUTH ELEVATION, REAR CONCEPT
A-04	WEST ELEVATION
A-05	SECTION, PARTITION WALL DETAILS
A-06	BASEMENT
A-07	KITCHEN LAYOUT DOORS & WINDOWS
A-08	KITCHEN DETAILS
A-09	OCCUPANCY PLAN AND CALCULATIONS
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S-00	GENERAL NOTES
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S-09	CANOPY CONNECTION DETAILS
S-10	LINTEL BEAM LOCATION
S-11	WINDOW 1 LINTEL BEAM DETAILS
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S-13	BEAM BOTTOM FLANGE RESTORATION
S-14	BEAM BOTTOM FLANGE RESTORATION
S-15	PARKLET LOCATION PLAN
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E-03	ELECTRICAL RISER
E-04	ELECTRICAL DEMO RISER DIAGRAM
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P-01	PLUMBING COVER SHEET
P-02	WASTE & VENT LAYOUT
P-03	WATERLINE LAYOUT
P-04	PLUMBING RISER DIAGRAM





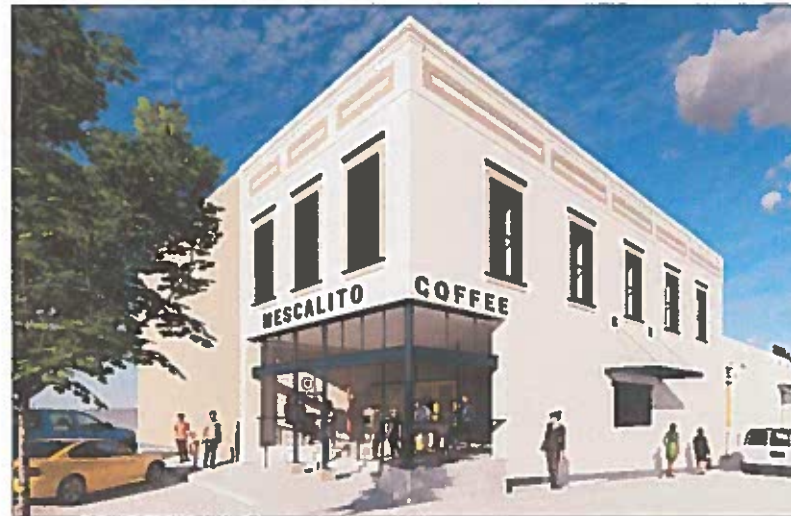
1 NORTH ELEVATION
A-02 SCALE 1/4" = 1'-0"

NOTE:



SIGNAGE AREA COMPUTATION:

WALL AREA	67.68 sq ft
LETTER AREA	16.00 sq ft
PERCENTAGE	23.64% < 30.00%, OK!



2 STORE FRONT CONCEPT
A-02 SCALE 1/4" = 1'-0"

NOTES

1. This drawing is copyright and may not be reproduced without the permission of the Owner.
2. This drawing is to be scaled.
3. All dimensions to be checked on site and any discrepancies reported to the engineer before work commences.
4. Any ambiguities or discrepancies between this drawing and any other information given elsewhere must be reported to engineer for clarification before work proceeds.

REV	DESCRIPTION	BY	DATE
01	FINAL ISSUE	OT	03/01/22
02	REVISION	OT	03/01/22

P - PRELIMINARY
C - CONSTRUCTION

PROJECT
PROPOSED RENOVATION
100 E. ALAMO ST.,
BRENNHAM, TX 77833

TITLE
NORTH ELEVATION
STORE FRONT CONCEPT

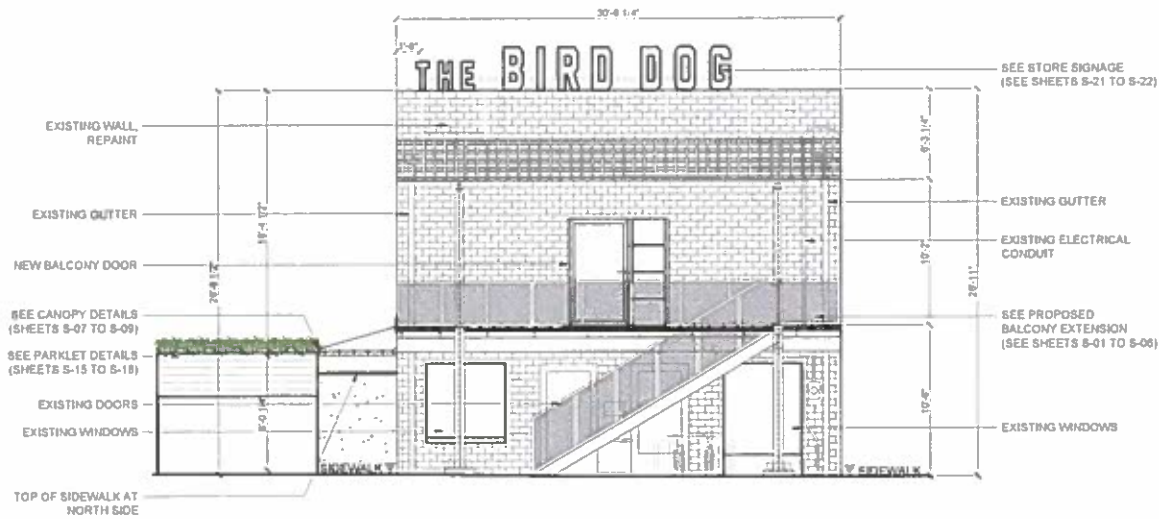
OWNER
100 E. ALAMO INVESTMENTS

APPROVED BY:
ENGR. JARED ANDERSON
20 JANUARY 2022

DRAWN	CHECKED	DATE	SCALE	STATUS
GT	JA	D	AS NOTED	JAN 22

FOR CONSTRUCTION

PROJECT	DRAWING	REV
GT21-085	A-02	C1



1 SOUTH ELEVATION
A-03 SCALE 1/4" = 1' 0"

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REV	DESCRIPTION	BY	DATE
C1	FIRST ISSUE	GT	20/1/22
C2	SECOND ISSUE	GT	20/1/22

P - PRELIMINARY T - TENDER
C - CONSTRUCTION

PROJECT
PROPOSED RENOVATION
100 E. ALAMO ST.,
BRENNHAM, TX 77833

TITLE
SOUTH ELEVATION
STORE REAR CONCEPT

OWNER
100 E. ALAMO INVESTMENTS

APPROVED BY:
ENGR. JARED ANDERSON
20 JANUARY 2022

DRAWN	CHKD	DATE	SCALE	DATE
GT	JA	D	AS NOTED	JAN 22

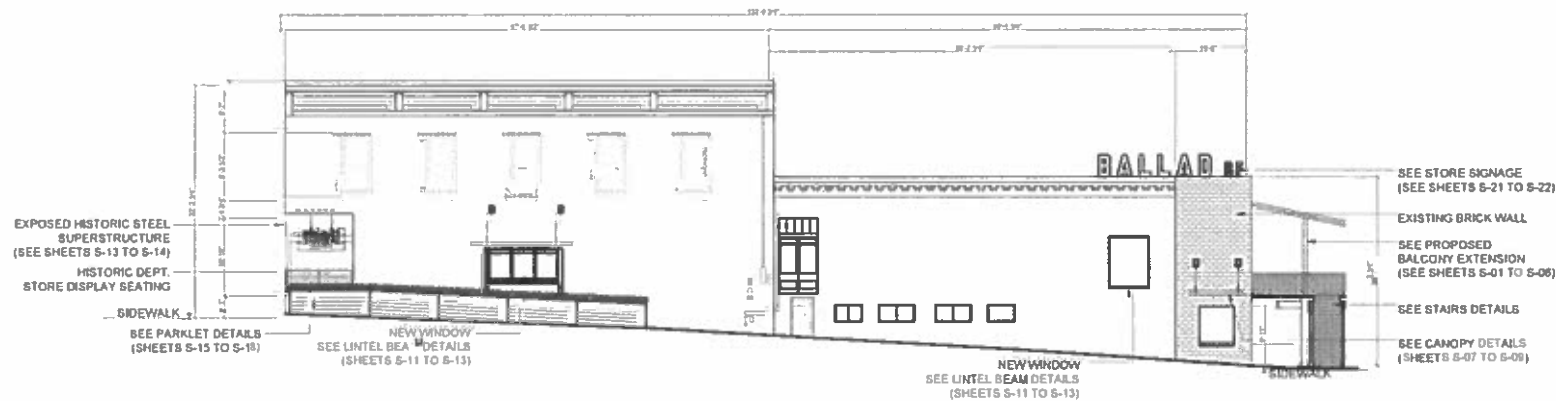
STATUS
FOR CONSTRUCTION

PROJECT	DRAWING	REV
GT21-085	A-03	C1



2 STORE REAR CONCEPT
A-03 SCALE 1/4" = 1' 0"





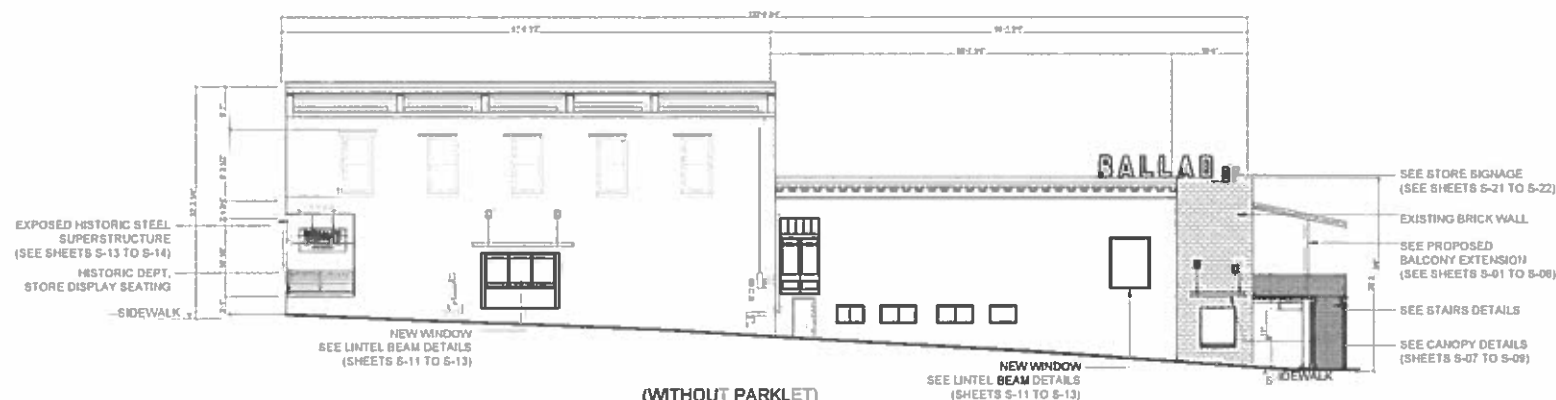
NOTE:



1
A-04 WEST ELEVATION
SCALE 1/8" = 1' 0"

SIGNAGE AREA COMPUTATION:

WALL AREA	:	22.51 sq ft
LETTER AREA	:	4.97 sq ft
PERCENTAGE	:	22.08% < 30.00%, OK!



2
A-04 (WITHOUT PARKLET) WEST ELEVATION
SCALE 1/8" = 1' 0"

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REV	DESCRIPTION	BY	DATE
C1	FIRST ISSUE	GT	02/01/22
C2	SECOND ISSUE	GT	02/01/22

P - PRELIMINARY T - TENDER
C - CONSTRUCTION

PROPOSED RENOVATION
100 E. ALAMO ST.,
BRENNHAM, TX 77833

TITLE
WEST ELEVATION

OWNER
100 E. ALAMO INVESTMENTS

APPROVED BY
ENGR. JARED ANDERSON
20 JANUARY 2022

DRAWN BY GT JA D SCALE AS NOTED DATE
STATUS
JAN 22

FOR CONSTRUCTION

PROJECT	DRAWING	REV
GT21-085	A-04	C1

CODES STANDARDS AND REPORTS

- (1) INTERNATIONAL BUILDING CODE (IBC 2015)
- (2) ASCE 7 MINIMUM DESIGN LOADS FOR BUILDING AND OTHER STRUCTURES
- (3) ACI 318-14 BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE
- (4) OSHA REGULATIONS (STANDARDS - 29 CFR 1910 & 1926)
- (5) AISC STEEL CONSTRUCTION MANUAL 14TH EDITION
- (6) CITY OF BRENNHAM ADOPTED BUILDING CODE

DESIGN LOADS (UNLESS NOTED OTHERWISE)

- (1) SELFWEIGHT OF THE STRUCTURE
- (2) BALCONY SLAB LOAD 37 60 psf
- (3) BALCONY STEEL DECK 1 87 psf
- (4) BALCONY ROOF FRAME 3 00 psf
- (5) CANOPY ROOF LOAD 0 73 psf
- (6) LINTEL BEAM LOAD 3500 00 lb/ft
- (7) LIVE LOAD 100 00 psf
- (8) STANDARD RAILING, GUARDRAIL, & HANDRAIL
-A SINGLE CONCENTRATED LOAD OF 2000lb APPLIED IN ANY DIRECTION
-A UNIFORM LOAD OF 50 psf APPLIED IN ANY DIRECTION AT TOP RAIL
- (9) WIND
-WIND BASIC WIND SPEED 116mph (BASED ON 3 SECOND GUST AT 33ft ABOVE GRADE)
-EXPOSURE C, IMPORTANCE FACTOR 1 0
-RISK CATEGORY II

STRUCTURAL STEEL

- (1) ALL MATERIALS AND WORK SHALL CONFORM TO THE "AISC" ASD MANUAL OF STEEL CONSTRUCTION, AND "AISC" CODE OF STANDARD PRACTICE, LATEST EDITION
- (2) STEEL FABRICATOR SHALL INCORPORATE THE NEW OSHA RULES OF JAN 18, 2001 OF THE "SAFETY AND HEALTH STANDARDS FOR THE CONSTRUCTION INDUSTRY" 29 CFR 1926, PART R, SAFETY STANDARDS FOR STEEL ERECTION
- (3) SHOP DRAWINGS SHALL BE SUBMITTED TO THE ENGINEER OF RECORD PRIOR TO FABRICATION. APPROVAL OF THE SHOP DRAWINGS DOES NOT RELIEVE THE FABRICATOR OF THE RESPONSIBILITY FOR ACCURACY OF DETAIL DIMENSIONS ON SHOP DRAWINGS, NOR THE GENERAL FIT-UP OF PARTS TO BE ASSEMBLED IN THE FIELD
- (4) MATERIALS SHALL CONFORM TO "AISC" MILL TOLERANCES
- (5) ALL STEEL TO BE HOT DIP GALVANIZED IN ACCORDANCE WITH ASTM 123
- (6) STEEL PIECES SHALL BE MARKED AS NUMBERED ON THE SHOP DRAWINGS
- (7) PROVIDE TEMPORARY BRACING AS REQUIRED TO STABILIZE AND SECURE THE STRUCTURAL FRAMES DURING CONSTRUCTION UNTIL THE PERMANENT BRACING IS IN PLACE
- (8) STRUCTURAL STEEL ITEMS SUCH AS FRAMES, BENTS, TRUSSES, STAIRS, AND RAILINGS WITHIN THE LIMIT OF SHIPPING AND/OR GALVANIZING SHALL BE FABRICATED AND ASSEMBLED IN THE SHOP IN MODULES AS PRACTICAL U N O

STRUCTURAL STEEL MATERIALS

- (1) U S (OR DOMESTICALLY PRODUCED) STEEL SPECIFICATIONS
W & WT SHAPES ASTM A36
L, C, MC, S, & PLATES ASTM A588
- (2) BOLTS FOR STRUCTURAL CONNECTIONS SHALL BE MINIMUM 7/8" ASTM A325 TC (F1852) (TENSION CONTROL).
- (3) WELDING ELECTRODES E70XX WITH LOW HYDROGEN COVERINGS
- (4) EXPANSION ANCHORS SHALL BE "Kwik-Bolt 3" ANCHORS BY HILTI (U N O)

CONNECTIONS

- (1) DESIGN IN ACCORDANCE WITH "AISC" STANDARDS CONNECTION DESIGN SHALL BE AS FOLLOWS
- ALL INDICATED LOADS OR LOAD COMBINATION ARE PER ASD METHOD
- SPECIAL CONNECTIONS ARE DEFINED AS CONNECTIONS SUBJECT TO SIGNIFICANT AXIAL LOADS DUE TO EITHER WIND OR EARTHQUAKE AS INDICATED ON FRAMING PLANS AND ELEVATIONS, IN ADDITION TO GRAVITY LOADS AS APPLICABLE
- (2) ALL BOLTED CONNECTION SHALL USE HOT-DIPPED GALVANIZED BOLTS, NUTS AND WASHERS PER ASTM A153
- (3) CONNECTIONS SHALL HAVE A MINIMUM OF 2 ROWS OF BOLTS OR THE EQUIVALENT WELD UNLESS NOTED OTHERWISE.
- (4) WELDS AND WELDING SHALL CONFORM TO "AWS" STANDARDS AND THE AWS STRUCTURAL WELDING CODE, AWS D1.1.
- (5) JOINTS SHALL CONFORM TO "AWS" PREQUALIFIED JOINTS AND PROCEDURES. ALL EXPOSED WELDS ON MISCELLANEOUS METAL ITEMS SHALL BE GROUND SMOOTH. EASE ALL SHARP EDGES.
- (6) ALL FIELD WELDS TO BE 7/8" ALL AROUND (U N O)
- (7) PRIOR TO WELDING, CLEAN EXISTING SURFACES DOWN TO BASE METAL. IF EXISTING METAL IS GALVANIZED, REMOVE GALVANIZING WITH WIRE BRUSH OR GRINDER UNTIL UNGALVANIZED STEEL IS EXPOSED
- (8) ALL GUSSET PLATES SHALL BE 7/8" MINIMUM THICKNESS (U N O)
- (9) SHOP FABRICATOR SHALL REMOVE ALL BURRS AND SHARP EDGES AFTER FABRICATION
- (10) STEEL SHALL BE SHOP PAINTED WITH A THREE COAT SYSTEM INCLUDING A ZINC RICH PRIMER AND URETHANE FINISH COAT

CONCRETE

- (1) CONCRETE IN THE FOLLOWING AREAS SHALL HAVE THE FOLLOWING COMPRESSIVE STRENGTH (FC) AT 28 DAYS
SPREAD FOOTING 3000 psi
COLUMN 3000 psi
SLAB 3000 psi
- (2) ALL CONCRETE MIX DESIGNS SHALL BE REVIEWED AND APPROVED BY THE TESTING AGENCY PRIOR TO SENDING TO THE ENGINEER OF RECORD FOR APPROVAL
- (3) USE THE FOLLOWING NORMAL WEIGHT AGGREGATES ASTM C33, COARSE AGGREGATE OR BETTER, GRADED. PROVIDE AGGREGATES FROM A SINGLE-SOURCE CONFORMING TO THE FOLLOWING
MAXIMUM COARSE-AGGREGATE SIZE: TYPICALLY 7/8" NOMINAL DIAMETER
FINE AGGREGATE: FREE OF MATERIALS WITH DELETERIOUS REACTIVITY TO ALKALI IN CEMENT

- (4) WATER SHALL CONFORM TO ASTM C 94/C 94M AND BE POTABLE
- (5) ADMIXTURES IF USED SHALL BE SUBJECT TO THE APPROVAL OF THE STRUCTURAL ENGINEER.
- (6) MIXING, TRANSPORTING, AND PLACING OF CONCRETE SHALL CONFORM TO ACI 301 AND ASTM C94
- (7) CONFORMANCE TO ACI 305.1 "SPECIFICATION FOR HOT WEATHER CONCRETING" IS REQUIRED WHEN AIR TEMPERATURE IS ABOVE 90 DEG F
- (8) CONFORMANCE TO ACI 308 "COLD WEATHER CONCRETING" IS REQUIRED WHEN A PERIOD FOR MORE THAN THREE (3) CONSECUTIVE DAYS, THE AVERAGE DAILY AIR TEMPERATURE IS BELOW 40 DEG F AND THE AIR TEMPERATURE IS NOT GREATER THAN 50 DEG F FOR MORE THAN ONE-HALF OF ANY 24 HOUR PERIOD.
- (9) GENERAL CONTRACTOR SHALL NOTIFY THE ARCHITECT AND OWNER 48 HOURS PRIOR TO PLACEMENT OF CONCRETE IN THE FOOTINGS
- (10) DETAILING OF CONCRETE REINFORCEMENT BARS AND ACCESSORIES SHALL CONFORM TO THE RECOMMENDATIONS OF ACI 315
(11) ALL STIRRUPS SHALL BE PROVIDED WITH STANDARD 90 DEGREE HOOKS.
(12) ALL HOOKS AND BENDS IN REINFORCING BARS SHALL CONFORM TO ACI 315 STANDARDS UNLESS SHOWN OTHERWISE.
(13) MINIMUM CONCRETE COVER PROTECTION FOR REINFORCEMENT BARS SHALL BE AS FOLLOWS (SEE ACI 318 SECTION 7.7)
CONCRETE EXPOSED TO WEATHER
#5 BARS AND SMALLER 1-1/2 INCHES
ALL OTHER BARS 2 INCHES
CONCRETE CAST AGAINST EARTH 3 INCHES

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REV	DESCRIPTION	BY	DATE
C1	PROJECT ISSUE	GT	REVISION

P - PRELIMINARY I - TENDER
C - CONSTRUCTION

PROJECT
PROPOSED BALCONY
100 E. ALAMO ST.,
BRENNHAM, TX 77833

GENERAL NOTES

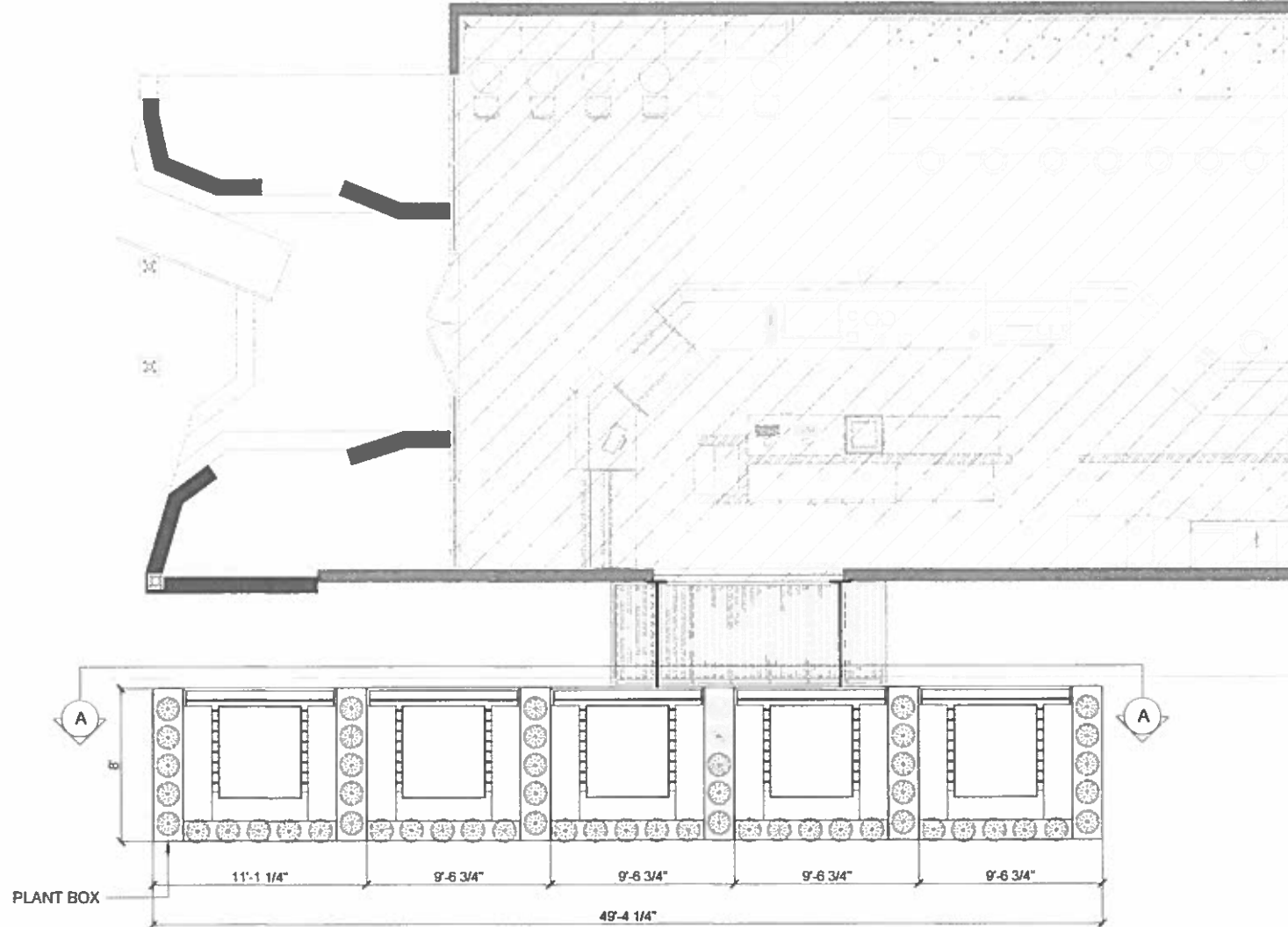
OWNER
100 E. ALAMO INVESTMENTS

APPROVED BY:
ENGR. JARED ANDERSON
02 JANUARY 2022

DRAWN	CHECKED	SIZED	SCALE	DATE
GT	JA	D	AS NOTED	JAN 22

STATUS

PROJECT	DRAWING	REV
GT21-085	S-00	C1



1 PARKLET LOCATION PLAN
S-15 SCALE 3/8" = 1'-0"

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REV	DESCRIPTION	BY	DATE
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C1	PROJECT START	ET	02/04/22
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P - PRELIMINARY T - TENDER
C - CONSTRUCTION

PROJECT
PROPOSED PARKLET
100 E. ALAMO ST.,
BRENNHAM, TX 77833

LOCATION PLAN

OWNER
100 E. ALAMO INVESTMENTS

APPROVED BY:
ENGR. JARED ANDERSON
02 JANUARY 2022

DRAWN	CHECKED	DATE	SCALE	DATE
GT	JA	D	AS NOTED	JAN 22

STATUS
FOR CONSTRUCTION

PROJECT	DRAWING	REV
GT21-085	S-15	C1



1 PARKLET ELEVATION
S-16 SCALE 3/8" = 1' 0"

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REV	DESCRIPTION	BY	DATE
C1	PROJECT ISSUE	GT	02/01/22

P - PRELIMINARY T - TENDER
C - CONSTRUCTION

PROJECT
PROPOSED PARKLET
100 E. ALAMO ST.,
BRENHAM, TX 77833

TITLE
ELEVATION

OWNER
100 E. ALAMO INVESTMENTS

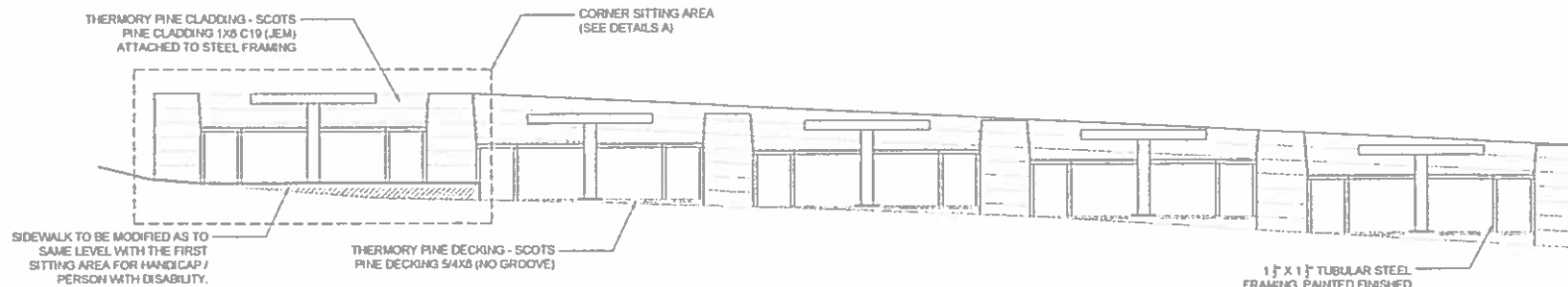
APPROVED BY:

ENGR. JARED ANDERSON
02 JANUARY 2022

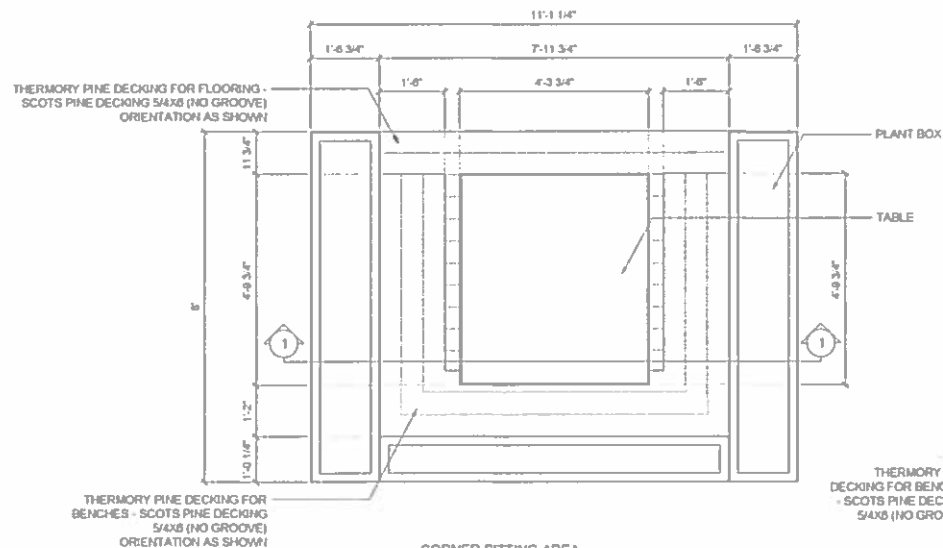
DRAWN	CHECKED	SIZE	SCALE	DATE
GT	JA	D	AS NOTED	JAN 22

STATUS
FOR CONSTRUCTION

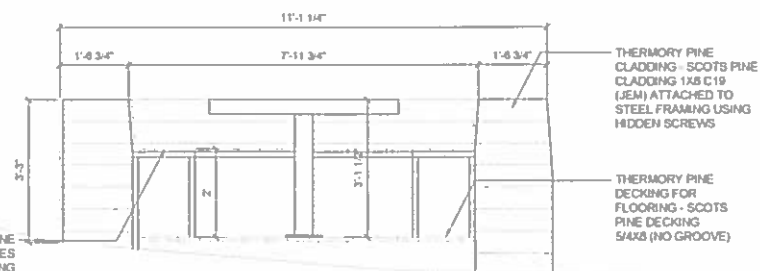
PROJECT	DRAWING	REV
GT21-085	S-16	C1



(VIEW FROM STREET)
1 SECTION THRU A-A
 SCALE 1/2" = 1' 0"



2 CORNER SITTING AREA DETAILS A - PLAN VIEW
 SCALE 3/4" = 1' 0"



3 CORNER SITTING AREA DETAILS A - ELEVATION
 SCALE 3/4" = 1' 0"

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REV	DESCRIPTION	BY	DATE
C1	FIRST ISSUE	GT	02/01/22

P - PRELIMINARY T - TENDER
 C - CONSTRUCTION

PROJECT
PROPOSED PARKLET
100 E. ALAMO ST.,
BRENNHAM, TX 77833

TITLE
SECTION THRU A-A
DETAILS A

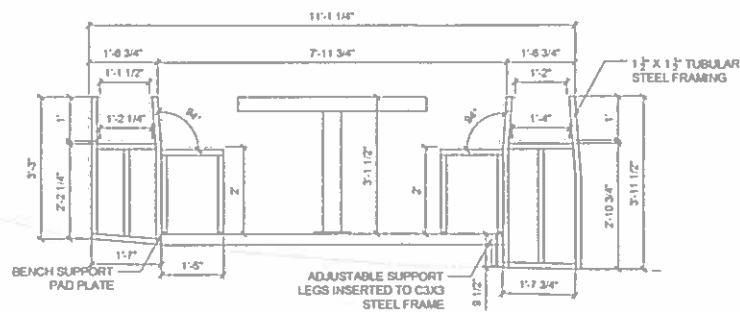
OWNER
100 E. ALAMO INVESTMENTS

APPROVED BY
ENGR. JARED ANDERSON
02 JANUARY 2022

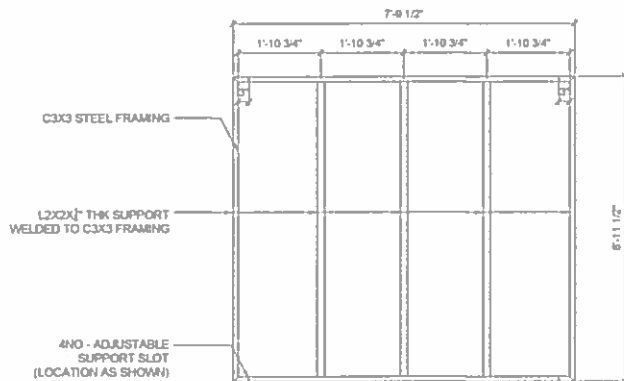
DRAWN	CHKD	SIZE	SCALE	DATE
GT	JA	D	AS NOTED	JAN 22

FOR CONSTRUCTION

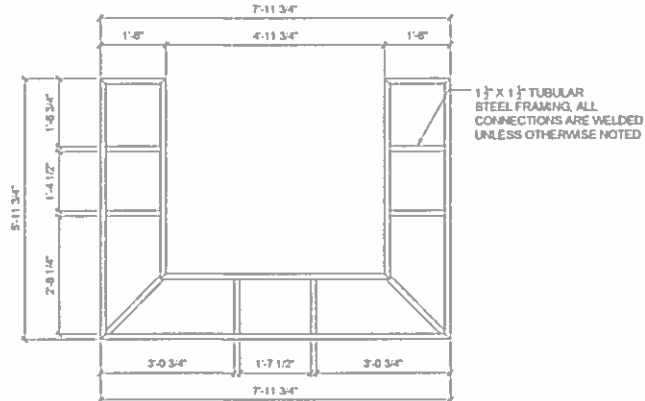
PROJECT	DRAWING	REV
GT21-085	S-17	C1



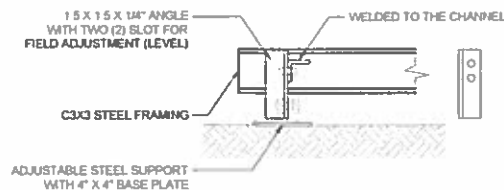
1
S-18 CORNER SITTING AREA
SECTION THRU 1-1
SCALE 3/4" = 1' 0"



2
S-18 CORNER SITTING AREA
FLOOR FRAMING PLAN
SCALE 3/4" = 1' 0"



3
S-18 CORNER SITTING AREA
BENCH FRAMING PLAN
SCALE 3/4" = 1' 0"



4
S-18 SUPPORT DETAILS
SCALE 3\"/>

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REV	DESCRIPTION	BY	DATE
C1	PART ISSUE	GT	02/01/22

P - PRELIMINARY T - TENDER
C - CONSTRUCTION

PROJECT
PROPOSED PARKLET
100 E. ALAMO ST.,
BRENNHAM, TX 77833

TITLE
SECTION THRU 1-1
FLOOR FRAMING PLAN
BENCH FRAMING PLAN
SUPPORT DETAILS

OWNER
100 E. ALAMO INVESTMENTS

APPROVED BY:
ENGR. JARED ANDERSON
02 JANUARY 2022

DRAWN	CHKD	SIZE	SCALE	DATE
GT	JA	D	AS NOTED	JAN 22

FOR CONSTRUCTION

PROJECT	DRAWING	REV
GT21-085	S-18	C1



Regular City Council
AGENDA ITEM 9.

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-23-013
Authorizing the Publication of Notice of Intention to Issue
Certificates of Obligation, Series 2023

Meeting Type: Regular Meeting-April 20, 2023

Department: Finance

Staff Contact: Stacy Hardy

SUMMARY STATEMENT:

During Council budget workshops related to the FY22-23 Budget, we discussed issuing certificates of obligation (COs) for general government projects. The general government projects total \$10 million and include \$8 million for the construction and equipping of a new fire station and \$2 million for in-house street reconstruction/rebuild projects. The agenda item today is giving notice of the City's intent to issue Certificates of Obligation, Series 2023 not to exceed \$10 million for these purposes including bond issuance costs.

Jennifer Ritter, the City's financial adviser, has prepared the attached Issuance Timetable. The initial step in the financing process is to give notice of your intent to issue the certificates of obligation, and upon your approval, the notice itself will be published in the Brenham Banner Press and on the City's website. Ms. Ritter will handle securing the pricing and bring it back to Council for action at the June 15, 2023 meeting.

Your agenda packet includes the Resolution that gives notice of intent to issue the certificates of obligation.

ATTACHMENTS:

- (1) Resolution No. R-23-013
- (2) Issuance Timetable

RECOMMENDED ACTION:

Approve Resolution No. R-23-013 authorizing the publication of Notice of Intention of Issue Certificates of Obligation.

RESOLUTION NO. R-23-013

A RESOLUTION AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, the City Council of the City of Brenham, Texas (the “City”), deems it advisable to issue certificates of obligation (the “Certificates”) of the City in accordance with the notice hereinafter set forth;

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

Section 1. The findings, definitions and recitations set out in the preamble to this resolution are found to be true and correct and are hereby adopted by City Council and made a part hereof for all purposes.

Section 2. The City Secretary is hereby authorized and directed to cause to be published in the manner required by law and in substantially the form attached hereto as Exhibit A, a notice of the City’s intention to issue the Certificates (the “Notice”).

Section 3. The Notice shall be published once a week for two (2) consecutive weeks in a newspaper which is of general circulation in the City, the date of the first publication to be at least forty-six (46) days before the date tentatively set in the Notice for the passage of the ordinance authorizing the issuance of the Certificates. In addition, the Notice shall be posted continuously on the City’s website for at least forty-five (45) days before the date tentatively set in the Notice for the passage of the ordinance authorizing the issuance of the Certificates.

Section 4. For the purposes of the Notice, the City hereby designates as self-supporting those public securities listed in the attached Exhibit B, the debt service on which the City currently pays from sources other than ad valorem tax collections. The City plans to continue to pay these public securities based on this practice; however, there is no guarantee this practice will continue in future years.

Section 5. The City Manager, Director of Finance and all other appropriate officials of the City, the City’s financial advisor, Specialized Public Finance, Inc., and bond counsel, Bracewell LLP, are authorized and directed to proceed with the preparation of all necessary documents and to make all necessary arrangements for the authorization and sale of the Certificates at a future meeting of the City Council of the City.

Section 6. The Mayor, City Manager, Director of Finance, City Secretary, and all other officers and agents of the City are hereby authorized and directed to do any and all things necessary or desirable to carry out the provisions of this resolution.

Section 7. This resolution shall take effect immediately from and after its passage by the City Council of the City.

PASSED AND APPROVED this 20th day of April, 2023.

Milton Y. Tate, Jr., Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC, City Secretary

EXHIBIT A

NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that the City Council of the City of Brenham, Texas (the “City”), will meet at 200 W. Vulcan, Brenham, Texas at 1:00 p.m. on the 15th day of June, 2023, which is the time and place tentatively set for the passage of an ordinance and such other action as may be deemed necessary to authorize the issuance of the City’s certificates of obligation (the “Certificates”), in the maximum aggregate principal amount not to exceed TEN MILLION DOLLARS (\$10,000,000), payable from ad valorem taxes and from a limited pledge of certain surplus revenues of the City’s combined utility system in an amount not to exceed \$1,000, bearing interest at any rate or rates not to exceed the maximum interest rate authorized by law, as shall be determined within the discretion of the City Council of the City at the time of issuance of the Certificates, and maturing over a period not to exceed forty (40) years from the date of issuance, for the purposes of evidencing the indebtedness of the City for all or any part of the costs associated with the (1) construction of, and improvements to, City streets, sidewalks and drainage, including in each case the acquisition of land and rights-of-way in connection therewith; (2) acquisition, construction and equipping of a new fire station, including acquisition of land and rights-of-way in connection therewith; and (3) professional services incurred in connection with items (1) and (2), and to pay the costs incurred in connection with the issuance of the Certificates. The estimated combined principal and interest required to pay the Certificates on time and in full is \$15,158,222. Such estimate is provided for illustrative purposes only, and is based on an assumed interest rate of 5.00%. Market conditions affecting interest rates vary based on a number of factors beyond the control of the City, and the City cannot and does not guarantee a particular interest rate associated with the Certificates. As of the date of this notice, the aggregate principal amount outstanding of tax-supported debt obligations of the City (excluding public securities secured by an ad valorem tax but designated by the City as self-supporting a resolution adopted by City Council on April 20, 2023, which resolution is available from the City upon request) is \$18,091,099, and based on the City’s expectations, as of the date of this notice the combined principal and interest required to pay all of the outstanding tax-supported debt obligations of the City (excluding public securities secured by an ad valorem tax but designated by the City as self-supporting) on time and in full is \$21,892,538.

WITNESS MY HAND, this 20th day of April, 2023.

Jeana Bellinger, TRMC, CMC
City Secretary
City of Brenham, Texas

EXHIBIT B

SELF-SUPPORTING DEBT

**Principal Amount
Designated as Self
Supporting**

Series Designation

\$14,413,901

Series 2011 and 2016 General Obligation Refunding Bonds, and portions of Series 2016, 2017, 2019, 2020 and 2022 Certificates of Obligation



City of Brenham, Texas
Summary Timetable for Issuance of
Combination Tax & Revenue
Certificates of Obligation, Series 2023

- | | |
|----------------------------|---|
| *Thursday, April 20, 2023* | • City Council adopts a resolution directing publication of notice of the City's intention to issues Certificates of Obligation (COs). |
| Tuesday, April 25, 2023 | • First publication of notice of the City's intention to issue COs (must be at least 46 days prior to date of award by statute – no earlier than June 10.) Bond counsel to coordinate with City Secretary. Notice must also be published on City website. |
| Tuesday, May 2, 2023 | • Second publication of notice of the City's intention to issue COs. |
| Week of May 14, 2023 | • Rating agency call(s) with City. |
| Tuesday, June 6, 2023 | • Ratings are received. |
| Wednesday, June 7, 2023 | • Preliminary Official Statement is electronically distributed by financial advisor. |
| *Thursday, June 15, 2023* | • COs are priced by financial advisor through competitive sale. |
| | • Award. COs are awarded by City Council to winning underwriter(s). |
| Tuesday, July 11, 2023 | • Closing. COs are delivered and proceeds received by City. |
| Tuesday, August 15, 2023 | • First bond payment due on Series 2023 COs. |

* Requires Official Council Meeting.



Regular City Council
AGENDA ITEM 10.

Agenda Item: Discuss and Possibly Act Upon an Addendum to the Agreement Between the City of Brenham and Vermont Systems for Credit Card Processing Software, Hardware, and Related Support Services and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-April 20, 2023

Department: Communications & Marketing

Staff Contact: Kevin Boggus

SUMMARY STATEMENT:

In 2001, the City entered into a license agreement with Vermont Systems, Incorporated (VSI) for RecTrac software and service. RecTrac works with the credit card terminals at the Aquatic Center. In order to use RecTrac, a gateway service is required. The gateway service is responsible for processing the credit card information.

The gateway currently used by the City is Plug'n Pay. Plug'n Pay is outdated and will soon not work with RecTrac. Therefore, the City needs an agreement for a new gateway service and new credit card terminals. VSI has an add-on gateway product called PayTrac. PayTrac would allow the Aquatic Center to use more modern terminals that would have features such as tap and pay, as well as chip-reading technology.

PayTrac service can be acquired by amending the City's current agreement with VSI. The initial cost would be \$3,729.25, which includes \$950.00 for service and configuration, and \$2,779.25 for the one-time purchase of two terminals. The total annual cost thereafter is \$600.00. In addition, VSI charges \$0.25 per transaction plus 2.95% of each transaction. This term of the addendum is the same as the original RecTrac agreement, which automatically renews on January 1st of each year.

ATTACHMENTS:

- (1) Quote for Terminals
- (2) Quote for PayTrac Service and Support
- (3) PayTrac Payment Service Addendum

RECOMMENDED ACTION:

Approve an addendum to the Agreement between the City of Brenham and Vermont Systems, Inc. for credit card processing software, hardware, and related support services and authorize the Mayor to execute any necessary documentation.

Shipping

ADDRESS
city of brenham
315 W SECOND ST
Brenham, TX 77833

ATTENTION
Kevin Boggus
(979) 337-7257
kboggus@cityofbrenham.org

Payment

PAYMENT TYPE
Credit Card

ORDER CLASSIFICATION
Equipment Purchase

CLIENT
18657 - Vermont Systems (Tablet POS Partners)

ORDERED BY
Ismael Madera

Order Information

ORDER NO.
14790570
SHIPPING METHOD
UPS 3 Day Select
ORDER STATUS
Draft
ORDER DATE
2/24/2023 8:45 AM
SHIP DATE

Item Details

Description	Serial Numbers	Part ID	Price	Order Qty	Ship Qty	Total
ING, Lane 3000, PCI.5, USB, RS232, ETH, Terminal, Pin Pad, SCR, Contactless, New Configuration Information Encrypted for: DATA - EPS ING 37 TDES Application: TriPOS Cloud Lane3000 6.81.08 Operating System: PK-U83P068108 Provisioning: TriPOS Cloud Activation Code (Required) Injected With: St. Pete - Mercury TDES		131257	\$611.00	4	0	\$2,444.00
- Configuration - Level 2		128327	\$0.00	4	0	\$0.00
- Configuration - Level 3		128328	\$0.00	4	0	\$0.00
- Configuration - Level 3		128328	\$0.00	4	0	\$0.00
- Configuration - Level 2		128327	\$0.00	4	0	\$0.00
- Configuration - Level 1		128326	\$0.00	4	0	\$0.00
- Device Configuration- Test Transaction, Visa		112957	\$0.00	4	0	\$0.00
Power Supply, KAM, Fits ING iSCxx, Desk 3500/5000, ICT220/250, Lane 8000, US 110V		129959	\$25.00	4	0	\$100.00
Cable, KAM, Fits ING iPP3XX, iSC250, iSC480, Lane Series, to Ethernet w/External PSU, 2m, 5.10 FT		123619	\$14.00	4	0	\$56.00
ENS, FlexiPole Plus, Quick Release, 7 Inch, Tilt and Swivel, Stand, New		135940	\$48.44	3	0	\$145.32

Totals

Subtotal:	\$2,745.32
Estimated Freight:	\$33.93
Handling:	\$0.00
Estimated Tax:	\$0.00
Order Total:	\$2,779.25

Prepared For: City of Brenham

Brenham, TX

Contact Name: Kevin Boggus, Tourism & Marketing Technology Specialist

Contact Email: kboggus@cityofbrenham.org

Contact Phone: 979-337-7257

Prepared By: Zach Daley (Solutions Consultant)

Email: ZachD@vermontsystems.com

Toll Free: 877-883-8757

Direct Phone: 802-255-2111

Explanation of Quote: PayTrac Payment Processing - Pricing Proposal

Notes: Vermont Systems Integrated Payment Processing Option - PayTrac

Note: Hardware Pricing Information:
hardware options for the PayTrac solution: - To purchase devices, you would visit our POS Portal Partner Site:
<https://partner.posportal.com/vermontsys/vermont/>

Services (recurring)	Qty	Unit Price	Monthly	Price
Software Subscription				
PayTrac Payments - Monthly Services per Merchant †(3)	2	\$25.00	\$50.00	\$600.00
PayTrac				
PayTrac Payments - \$0.25 Per Transaction Flat Fee †(4)	1	\$0.00	\$0.00	\$0.00
PayTrac Payments - 2.95% Per Transaction †(5)	1	\$0.00	\$0.00	\$0.00
Tax:				\$0.00
Total:				\$600.00

Training & Expenses	Qty	Unit	Unit Price	Price
PayTrac Configuration	2.0	Hour	\$175.00	\$350.00
Tax:				\$0.00
Total:				\$350.00

TOTALS:				
Services (recurring) (prorated year 1)				\$600.00
Training & Expenses				\$350.00
Total:				\$950.00

For planning purposes, the annual recurring cost will be: \$600.00

† Footnotes:

- 3 Software Subscription Fee: \$25.00 per month, per merchant account
- 4 Credit Card Processing transaction fees: \$0.25 per transaction flat fee
- 5 Credit Card Processing transaction fees - PayTrac Payments - 2.95% Per Transaction



PAYTRAC PAYMENT SERVICES ADDENDUM

This PayTrac Payment Services Addendum ("Addendum") between RecTrac, LLC d/b/a Vermont Systems ("VS") and City of Brenham (TX) ("Customer") is intended to revise the Services Agreement, inclusive of all relevant attachments, schedules, exhibits and/or Addenda (collectively, "Agreement") previously or simultaneously executed between the Parties by adding to the Agreement the terms and conditions listed below.

- 1 **TERM.** The term of this Addendum will commence on the date executed by the Customer and will run coterminus with the Agreement.
- 2 **PAYMENT SERVICES.** Customer is adding VS PayTrac Payment Services to the suite of products and services it is receiving from VS (as reflected in the Order Schedule) at the rates described in the attached Schedule A. VS will provide Customer with Payment Services pursuant to a separately executed Sub-Merchant Agreement, inclusive of Customer's Sub-Merchant Application and Agreement ("SMAA") and VS's PayTrac Payment Service Terms & Conditions, each of which shall be incorporated by reference into the Agreement.
- 3 **SOFTWARE UPDATES.** To maintain the highest level of security for payment processing, the Customer agrees to operate on the most recent release of the software within 30 days of its general release. Extended delays to update the software may impact the ability to safely process transactions and VS reserves the right to disable processing until the software is updated.
- 4 **MISCELLANEOUS.** Except as expressly revised in this Addendum, the Agreement will remain in full force and effect. If there is any conflict of inconsistencies between this Addendum and the Agreement, this Addendum will control. VS's acceptance may be evidenced by its fulfillment of the Agreement which this Addendum revises.

AGREED TO AND ACCEPTED BY:

City of Brenham (TX)

Print Name:

Title:

Date

PAYTRAC PAYMENT SERVICE TERMS AND CONDITIONS

1. **SUB-MERCHANT AGREEMENT.** These PayTrac Payment Service Terms and Conditions govern the terms and conditions under which we, as a payment facilitator, will agree to provide you, as a sub-merchant, with certain payment-related services. For purposes of this Sub-Merchant Agreement, the sub-merchant identified in the Sub-Merchant Application and Agreement (“**SMAA**”) will be identified as “**you**,” “**your**,” or “**Sub-Merchant**.” These Payment Terms and Conditions, together with your completed and approved SMAA, will form a binding “Sub-Merchant Agreement” between you and the payment facilitator identified in the SMAA (“**we**,” “**us**,” “**our**,” or “**Payment Facilitator**”). If you are receiving Payment Services (defined below) from us, then your Sub-Merchant Agreement will become part of your overall Agreement with us, which Agreement includes, in addition to the Sub-Merchant Agreement, our Terms of Service, Privacy Policy and other referenced exhibits, schedules or addenda. Terms not defined herein shall have the meanings as set forth in Section 1 of the Terms of Service.
2. **PAYMENT SERVICES.** Provided you satisfy the underwriting criteria for receipt of Payment Services and remain in compliance with the Agreement, we will agree to provide you with the payment services as described in the Agreement (collectively, “**Payment Services**”). In exchange for Payment Services, you agree to pay us the rates, fees and other charges described in the Agreement (collectively, “**Fees**”). Besides us, there are other third parties involved in the facilitation and processing of Payment Services; these third parties include banks (i.e., acquiring bank, sponsor bank), the major card networks/associations such as Visa, Mastercard, Discover and American Express (collectively, “**Card Brands**” unless referred to individually by name), and our designated payment processor (“**Processor**”). Each of these parties serve an important function in the facilitation, processing and settling of transactions associated with your business. By designating us as your agent for payment facilitation services, and remaining in compliance with the terms of the Agreement (including payment of all of our Fees), you will receive the right to accept payments from customers, clients and/or members (collectively, “**End Users**”) through validly issued bankcards (“**cards**”) associated with the Card Brands, and/or, if approved, through automated clearing house transactions (“**ACH**”) regulated by the National Automated Clearing House Association (“**NACHA**”). We will only provide you with Payment Services for transactions run on active, non-defaulted End User agreements properly delivered to us through the appropriate system in accordance with the Agreement’s terms and conditions including, without limitation, this Sub-Merchant Agreement.
3. **APPLICATION PROCESS; UNDERWRITING; APPROVAL FOR PAYMENT SERVICES.** Completion of the SMAA and submission through our standard underwriting process shall be a pre-requisite and pre-condition to your receipt of Payment Services. If you fail to meet our then-current underwriting requirements, or the then-current underwriting requirements of our Processor (as applicable), you shall not be allowed to receive Payment Services. Federal regulations such as the USA Patriot Act or FinCEN require financial institutions (i.e., banks) to verify the identity of persons seeking to open a depository account. Our Processor, in turn, requires that we submit certain information about each sub-merchant through underwriting prior to such sub-merchant’s receipt of payment services. Information that we may request includes, but is not limited to, basic sub-merchant information such as entity name, business address, tax number, date of formation, years in business; transaction information, processing volumes, payment types accepted, address of business locations where payments may be accepted; and information about who owns and controls the sub-merchant. It shall be your sole responsibility to provide us with all required information, to ensure the accuracy and completeness of the information provided, to provide us with timely and accurate updates if your information changes, and to make the required acknowledgements and authorizations related to Payment Services as described in the Sub-Merchant Agreement. We (and our Processor, as applicable) will base underwriting decision on the information provided. If, after approval, we discover that certain information provided in the SMAA was false, incomplete, misleading or inaccurate, as determined by us or our Processor, we reserve the right to suspend or terminate Payment Services immediately at our discretion. If you pass underwriting and your application is approved, then your SMAA will automatically convert to a Sub-Merchant Agreement which incorporates these Payment Terms & Conditions (and other documents forming the Agreement) by reference. Underwriting approval and conversion of your application to a Sub-Merchant Agreement may occur without notice to you. Your failure to notify us of changes to your business may be considered a material breach of the Sub-Merchant Agreement. You expressly authorize us to make business and/or personal credit inquiries (including, without limitation, credit report inquiries into your directors, officers and principals), identity-verification inquiries, transaction-verification inquiries (including, without limitation, contacting End Users to verify transactions), and any other inquiry or background check that we consider reasonably necessary as related to our provision of the Payment Services. You further agree to provide us with any information or documentation requested by the Processor, the Card Brands and/or the bank(s).
4. **DESIGNATION AS LIMITED PAYMENTS AGENT.** By entering into this Sub-Merchant Agreement, you are appointing us as your limited payments agent for the sole purpose of receiving, holding and settling payments made to you for your goods and services as validly entered in and through our system or platform. We will settle payments that are actually received by us to you, less any amounts owed to us, including fees and other obligations, and subject to the terms and conditions of the Agreement, including without limitation, this Sub-Merchant Agreement. You agree that a payment received by us on your behalf satisfies an End User’s (i.e., a payor’s) obligation to make payment to you, regardless of whether we actually settle the payment to you. If we do not settle the payment to you, you will only have recourse against us and not the End User, as payment is deemed made by an End User to you upon constructive or actual receipt of funds by us. We will process

transactions in accordance with your written instructions, the agreement(s) in place with us or End Users, and applicable law, rules or regulations.

5. **DESIGNATED ACCOUNT.** You will be required to open and maintain a business bank account with a U.S.-chartered bank (your “**Designated Account**,” or, if you have more than one account, your “**Designated Accounts**”). Each sub-merchant entity must have its own Designated Account and the name on the Designated Account must match the sub-merchant’s legal entity name or registered doing-business-as name. All remits or other deposits to you as associated with Payment Services will be made into your Designated Account(s).
6. **PROHIBITED ACTIVITIES.** In receiving Payment Services, you shall not, through yourself or a third party: (a) submit any transaction to us that was previously charged back and subsequently returned to you, irrespective of cardholder approval; (b) knowingly submit any transaction that is illegal or that you should have known was illegal (you acknowledge that such transaction must be legal in both your and the cardholder’s jurisdiction); (c) submit a transaction that you know, or should have known, is either fraudulent or not authorized by the cardholder; (d) require a cardholder to complete a postcard or similar device that includes the cardholder’s account number, card expiration date, signature, or any other card account data in plain view when mailed, nor request a Card Verification Value 2 (“**CVV2**”) for a card-present transaction, nor retain or store any portion of the magnetic-stripe data subsequent to the authorization of a sales transaction, nor any other data prohibited by the Card Brands operating regulations or this Sub-Merchant Agreement, including CVV2; (e) add a surcharge to transactions except as expressly permitted by, and in full compliance with, the Card Brands operating regulations; (f) charge a minimum or maximum amount for a transaction unless expressly authorized by, and in full compliance with, the Card Brands operating regulations; (g) disburse funds in the form of cash unless you are participating in full compliance with a program supported by a Card Brand for such cash disbursements and in full compliance with the Card Brand’s operating regulations; (h) submit a transaction that does not result from an act between you and a cardholder; (i) accept a card issued by a U.S. issuer to collect or refinance an existing debt, unless expressly authorized by, and in full compliance with, Card Brand operating regulations; (j) request or use a card account number for any purpose other than as payment for your goods or services; (k) add any tax to transactions, unless applicable law expressly requires that you are permitted to impose a tax (in such event, any tax amount, if allowed, must be included in the transaction amount and not collected separately); (l) process transactions for, receive payments on behalf of, or redirect payments to a third party (unless required by law); (m) copy, modify, adapt, translate, reverse engineer, decompile, or disassemble, in any way, any portion of the Payment Services; (n) interfere with or violate any other of our services or End User’s right to privacy or other rights, or harvest or collect personally identifiable information about End Users without their express consent, including using any robot, spider, site search or retrieval application, or other manual or automatic device or process to retrieve, index, or data-mine; (o) defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of others; (p) transmit or otherwise make available in connection with the Payment Services any virus, worm, trojan horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component; (q) interfere with or disrupt the operation of the Payment Services, or the servers or networks that host the Payment Services or make them available, or violate any requirements, procedures, policies, or regulations of such servers or networks; (r) sell, license, or exploit for any commercial purposes any use of or access to the Payment Services other than as permitted by us; (s) forward any data generated from the Payment Services without our prior written consent; (t) sublicense any or all of the Payment Services to any third party; and/or (u) transfer or assign your account password or credentials, even temporarily, to a third party. We reserve the right to monitor you and your End User’s use of the Payment Services to ensure compliance with the Agreement including, without limitation, this Sub-Merchant Agreement and applicable law. If we determine that you are not in compliance with the Sub-Merchant Agreement, we reserve the right to take appropriate remedial action including, without limitation, suspending or terminating Payment Services, or suspending or terminating your access to the system or platform. In receiving Payment Services, you further acknowledge, represent and warrant that you will not make Payment Services available to (i) any person who appears of the U.S. Department of Treasury Office of Foreign Assets Control Specially Designated Nationals list; (ii) any person who is less than 18 years of age; (iii) any person or entity who has been previously terminated for cause by us, or any of our affiliates; and (iv) who is not domiciled in the U.S.
7. **SUB-MERCHANT REPRESENTATIONS.** You represent and warrant that (a) you are at least 18 years of age; (b) if an individual account, you are a sole proprietorship validly existing in the United States, Canada, or its territories, and if an entity, that the entity was validly formed, registered and is in good standing in at least one of the fifty United States, Canada, or its territories; (c) you have never been placed on the MasterCard MATCH system or the Combined Terminated Merchant File, and if so, you have disclosed this to us; and (d) all transactions are bona fide and no transaction involves the use of a Card for any purpose other than the purchase of goods or services from you.
8. **END USERS.** We are not a party to any contract or business relationship that you may have with End Users, and we shall have no obligations or liability under any such agreement or business relationship. You are solely responsible for your own products and services, and for the content and legality of your own contracting documents with End Users (“**End User Agreements**”). Notwithstanding the foregoing, to the extent we determine that the language in your End User Agreement is inadequate to protect our interests or authorize Payment Services (and, specifically, the billing of End User accounts for your products and/or services), we may require you to include a payment authorization provision acceptable to us in your End User Agreement. If you fail to include such a provision in your End User Agreements, we may consider this a material breach of

the Sub-Merchant Agreement and/or suspend Payment Services (permanently or temporarily) based on your non-compliance. We make no representations or guarantees with respect to End User fund availability, that a transaction is or will be authorized or processed, or that a transaction will not later result in a chargeback or reversal.

- 9. REGULATORY STATUS.** In providing Payment Services to you, we are your designated agent for certain payment facilitation services, as integrated with our proprietary technologies, but always acting at your direction in accordance with the contracts that have been entered into including, without limitation, the Sub-Merchant Agreement. We are not a bank, money transmitter or other money services business. The Payment Services that we offer and the payment transactions that we help to facilitate involve the use of our own proprietary technologies and the efforts of third parties such as banks, the Card Brands, and our Processor.
- 10. TERM; TERMINATION OF PAYMENT SERVICES.** The term of this Sub-Merchant Agreement will run concurrently with the Term as described in your Agreement. As applicable, if we have entered into a Master Vendor Agreement with your franchisor, then the term of this Sub-Merchant Agreement will run concurrently with the Term as described in the Master Vendor Agreement. We shall have the right to terminate this Sub-Merchant Agreement at any time for any reason, or for no reason, and shall have no liability to you for any such termination. Upon termination, you shall immediately cease using the Payment Services. We shall have the right to delete your Designated Account information upon termination of the Sub-Merchant Agreement, but we shall also have the right, at our choosing, to retain copies of such information for up to five (5) years at our cost. This Sub-Merchant Agreement shall terminate immediately if a bank, the Card Brands or our Processor require us to terminate the Sub-Merchant Agreement. Upon termination of Payment Services for any reason, you shall remain liable for any and all outstanding Fees owed.
- 11. TAXES.** It is your sole responsibility to determine what, if any, taxes apply to the sale of your products and services, or the payments you receive in connection with your use of our Payment Services (“**Taxes**”). It is solely your responsibility to assess, collect, report, or remit the correct tax to the proper taxing authority. We are not obligated to, nor will we determine whether Taxes apply, or calculate, collect, report, or remit any Taxes to any tax authority arising from any transaction. You acknowledge that we will satisfy all IRS reporting requirements as required by law, including providing the IRS with an information return on your card transactions and third-party network transactions. We will also comply with any lawful orders, garnishments or tax levies associated with your account. This provision shall be read in conjunction with, and not in conflict of, any tax-related provision in the Terms of Service.
- 12. CARD BRAND RULES.** If you accept cards issued by any of the major Card Brands, then in addition to these Payment Terms and Conditions, you will also be obligated to comply with Card Brand rules and regulations, the terms of which are incorporated by reference herein. The operating regulations for each of the major Card Brands can be accessed at the links below:
- **VISA:** usa.visa.com/merchants/operations/op_regulations.html
 - **Mastercard:** <https://www.mastercard.us/en-us/business/overview/support/rules.html>
 - **American Express:** www.americanexpress.com/merchanttopguide
 - **Discover:** <https://www.discovernetwork.com/en-us/faq>
 - For transactions involving **ACH**, a copy of the NACHA operating rules and guidelines are available at www.achrulesonline.org.

Nothing in this Sub-Merchant Agreement shall be read or construed to interfere with or lessen the right of the Processor, the bank(s), or the Card Brands to terminate this Sub-Merchant Agreement; and, if this occurs, such termination shall not be considered a material breach of the Agreement by us. In the event of a conflict between this Sub-Merchant Agreement and the Card Brand’s operating regulations, the Card Brand operating regulations will control. With respect to the Card Brand operating regulations, you acknowledge and agree that: (a) you will be responsible for the actions of your employees and agents; (b) you will comply with all applicable laws and regulations and all applicable parts of the operating regulations, including those parts regarding the ownership and use of Card Brand marks; (c) you will notify us, as your payment facilitator, of any third-party that will have access to Cardholder Data; (d) you will comply with, and will contractually require your suppliers and agents to comply with, the provisions of the Cardholder Information Security Program (CISP) and PCI DSS, or other security program as required by a Card Brand and demonstrate compliance with these security obligations; and (e) Card Brands may conduct, or direct another party to conduct, an audit of you at any time, and you must comply in all material respects with such audit until its completion.

- 13. AMERICAN EXPRESS OPT-BLUE PROGRAM.** The following provision only applies if you are participating in the American Express Opt-Blue Program, as controlled by the American Express OptBlue Program operating regulations. As a participant in the American Express Opt-Blue Program: (a) you must comply with, and accept American Express cards in accordance with the terms of this Sub-Merchant Agreement and the American Express Merchant Operating Guide, as such terms may be amended from time to time; (b) you acknowledge that the American Express Merchant Operating Guide is incorporated by reference into this Sub-Merchant Agreement and is available online [here](#); (c) you expressly authorize us to submit transactions

to, and receive settlement from, American Express on your behalf; (d) you expressly consent to our collection and disclosure of transaction data, Sub-Merchant Data, and other information about you to American Express, and to American Express using such information to perform its responsibilities in connection with the American Express Program, promote the American Express network, perform analytics and create reports, and for any other lawful business purposes, including commercial marketing communication purposes within the parameters of the program agreement, and important transactional or relationship communications from American Express.

In addition, you acknowledge and agree that: (i) you may opt-out from receiving future commercial marketing communications from American Express; (ii) you may be converted from the American Express Program to a direct card acceptance relationship with American Express if and when you become a high CV merchant in accordance with Section 10.5, "High CV Merchant Conversions," and upon conversion, you will be bound by American Express' then-current Card Acceptance Agreement and American Express will set pricing and other fees payable by you for card acceptance; (iii) American Express may use information obtained in the SMAA at the time of setup to screen, communicate and/or monitor you in connection with card marketing and administrative purposes; (iv) you shall not assign to any third party any payments due to you under your respective End User Agreement, and further agree that all indebtedness arising from charges will be for bona fide sales of goods and services (or both) at your establishments and free of liens, claims, and encumbrances other than ordinary sales taxes, provided, however, that you may sell and assign future transaction receivables to us, our affiliated entities and/or any other cash advance funding sources who partner with us or our affiliated entities without consent of American Express; (v) American Express is a third-party beneficiary to this Sub-Agreement and retains all rights, but not obligations, in the Sub-Merchant Agreement that will fully provide American Express with the ability to enforce the terms of the Payment Facilitator's Sub-Merchant Agreement against you; (vi) you may opt out of accepting cards at any time without directly or indirectly affecting your rights to accept other payment products; (vii) we may terminate your right to accept cards if you breach any of the provisions in this Section or the American Express Merchant Operating Guide; (viii) we have the right to immediately terminate the Sub-Merchant Agreement for cause, for fraudulent or other activity, or upon American Express' request; (ix) your refund policies for purchases on a card must be at least as favorable as your refund policy for purchases on any other payment products, and you further agree that the refund policy be disclosed to cardmembers at the time of purchase and in compliance with applicable law; (x) you are prohibited against billing or collecting from any cardmember for any purchase or payment on the card unless chargeback has been exercised, you have fully paid for such charge, and you otherwise have the right to do so; (xi) you must comply with applicable laws, rules and regulations relating to the conduct of your business, including the DSR and PCI DSS, each as described in Chapter 15, "Data Security;" (xii) you will report all instances of a data Incident immediately to us after discovery of the incident; (xiii) you will cease all use of, and remove American Express' licensed marks from your website and wherever else they are displayed upon termination of this Sub-Merchant Agreement or your participation in the Program; (xiv) you will ensure data quality and agree that transaction data and customer information will be processed promptly, accurately and completely, and will comply with the American Express technical specifications; and (xv) you are solely responsible for being aware of and adhering to privacy and data protection laws and will provide specific and adequate disclosures to cardmembers on the collection, use, and processing of personal data.

14. **PCI DSS.** We have implemented certain technical and procedural safeguards to keep Cardholder Data safe and will continue to comply with Payment Card Industry Data Security Standards ("**PCI DSS**") as a Level 1 service provider to the extent we store, process or transmit Cardholder Data on your behalf. As a sub-merchant, you also have certain PCI DSS obligations to help keep Cardholder Data safe. Please visit this [link](#) to learn more about what you can and should do to protect payment transactions at your place of business. We reserve the right to suspend Payment Services for as long as we deem reasonably necessary to investigate suspicious or unusual activity associated with your account, and we shall have no liability to you for any losses that may be attributable to the period of suspension. Similarly, if you know or have reason to believe there has been a security intrusion that has or may result in unauthorized access to Cardholder Data, you must notify us immediately.
15. **PROCESSING LIMITS.** We reserve the right to assign a maximum dollar amount ("**Processing Limit**") per sales ticket and an aggregate maximum dollar amount of card and ACH transactions per calendar month to your account. If we assign a Processing Limit, we will communicate it to you in writing.
16. **MERCHANT SERVICES AGREEMENT WITH PROCESSOR.** In the event you process more than \$1,000,000 in Visa transactions and/or \$1,000,000 in MasterCard transactions (or such other amount as provided by the Card Brand's operating regulations) in any twelve month period ("**Benchmark Amount**"), then in addition to this Sub-Merchant Agreement with us, you may also be required to enter into a "Merchant Services Agreement for Sub-Merchants" with our Processor, the terms of which will be independently enforceable by our Processor.
17. **NEGATIVE ACCRUALS.** We reserve the right to collect a "**Negative Accrual Fee**" if your account goes negative during any given remit cycle. For clarity, we will only assess the Negative Accrual Fee once during a remit cycle period regardless of the number of times your account actually goes negative during that period. A "**Negative Accrual**" occurs where the total liabilities associated with your account exceed the total available funds in the account during a given remit cycle.
18. **ADVANCES.** An advance is any disbursement of funds prior to the regularly scheduled remit date. Any requests for an advance will be considered on a case-by-case basis although, as a general policy, we will not honor advance requests. Any

advance request must be sent to us in writing. If an advance is granted, you agree to pay a “**Remit Advance Fee**” for each advance provided.

- 19. RECONCILIATIONS; ERROR REPORTING.** You are responsible for reconciling your transaction history or remit reports with your actual transactions and you agree to notify us of any errors or discrepancies (each an “**Error**”). We will investigate reported Errors and attempt to promptly rectify them. In the event you are owed money as a result of an Error, we will transfer funds to your Designated Account at the next scheduled remit or pay-out cycle. Errors not reported to us within 60 days from when they first appear on your transaction history or remit report will be deemed waived.
- 20. SALES TRANSMITTALS.** You will retain a copy of the sales transmittal for the completed transaction for 25 months or such longer period as the Card Brand operation regulations may require. Within three business days of our request, you will produce copies of sales transmittals and other transaction evidence.
- 21. RECURRING TRANSACTIONS.** You will be required to obtain an End User’s prior written consent for recurring transactions. In obtaining such consent, End Users should be made aware of the product or service they are purchasing, the frequency of charges, the length of the contract’s term, and clear notice about how to properly cancel the recurring charges.
- 22. ACH PROCESSING.** To enable you to make and accept ACH payments, you authorize us to originate credit or debit records for the purpose of a funds transfer into the ACH network (“**Entries**”). We will use reasonable efforts to originate Entries on your behalf in accordance with the Sub-Merchant Agreement. You must only submit Entries for bona fide transactions with your End Users made in the ordinary course of business. All disputes between you and any of your End Users relating to any ACH transaction must be resolved between you and them. If we receive any notice of an ACH dispute or NACHA inquiry, we will forward such notice directly to you. We bear no financial responsibility for any disputed transaction. If we respond to a dispute or transaction inquiry on your behalf, you consent to pay our additional fees associated with these services.
- 23. REFUNDS; RETURNS.** You agree to process returns of and provide refunds and adjustments for products and/or services in accordance with your End User Agreements. In managing refunds and returns, you agree to: (a) maintain a fair return, cancellation or adjustment policy; (b) disclose your return or cancellation policy to End Users at the time of purchase; (c) not give cash refunds to an End User in connection with a card sale unless required by law; and (d) not accept cash or any other item of value for preparing a card sale refund. Your refund policies should be the same for all payment methods and should specifically include a requirement for prompt payment of refunds in order to mitigate chargeback risk.
- 24. CHARGEBACK LIABILITY.** For any transaction that results in a chargeback, we may withhold the chargeback amount in a reserve account. You grant us authorization to recover the amount of any chargeback and any associated fees, fines, or penalties listed in the Agreement, your End User Agreements, or assessed by a Card Brand or Processor. If you have pending chargebacks, we may delay payouts as necessary. Further, if we reasonably believe that a chargeback is likely with respect to any transaction, we may withhold the amount of the potential chargeback from remits otherwise due to you until such time that (a) the chargeback is assessed due to an End User (cardholder) complaint, in which case we will retain the funds; (b) the period of time under applicable law or regulation by which the End User (cardholder) may dispute that the transaction has expired; or (c) we determine that a chargeback on the transaction will not occur. If we are unable to recover funds related to a chargeback for which you are liable, you agree to pay us the full amount of the chargeback immediately upon demand. You agree to pay all costs and expenses, including attorneys’ fees and other legal expenses, incurred by us for the collection of all amounts unpaid by you.
- 25. RESERVE; SECURITY INTEREST.** Where deemed necessary or appropriate by us or our sponsor bank, we (or our sponsor bank) shall create a reserve account (“**Reserve**”) in order to protect us or the sponsor bank from actual or potential liabilities under this Sub-Merchant Agreement. The Reserve will be in an amount determined by us in our sole and absolute discretion to cover anticipated chargebacks, returns, unshipped product and/or unfulfilled services or credit risk based on your processing history. The Reserve may be raised, reduced or removed at any time by us (or at the direction of our sponsor bank). Where the Reserve is not adequately funded, you shall pay all amounts requested by us for the Reserve within one business day of a request for such amounts and we may build the Reserve by offsets from Remits, transaction settlements or by debiting by ACH any of your Designated Accounts with available funds. You hereby grant us a security interest in and lien on any and all funds held in any Reserve, and also authorizes us to make any withdrawals or debits from the Reserve, without prior notice to you, to collect amounts that you owe us under this Sub-Merchant Agreement, including without limitation, for any reversals of deposits or transfers. You will execute any additional documentation required for us to perfect our security interest in any funds in the Reserve. This security interest survives for as long as we hold funds in Reserve; however, it does not apply to any funds for which the grant of a security interest would be prohibited by law. You irrevocably assign to us all rights and legal interests to any interest or other earnings that accrue or are attributable to the Reserve.
- 26. RECOUPMENT OF FEES.** Where Fees are owing by you to us under the Agreement, we shall have the right to immediately, without prior consent or notice, offset or debit such amounts from funds: (a) deposited by you into your Designated Account(s); (ii) due to you as remits; (c) held in the Reserve; or (d) available in your other payment instrument registered with our sponsor bank (if any). Your failure to pay all Fees owed to us on demand will be a breach of this Sub-Merchant Agreement. You will be liable for our costs associated with collection in addition to the amount owed, including without limitation attorneys’ fees and

expenses, collection agency fees, and interest at the lesser of one-and-one-half percent (1.5%) per month or the highest rate permitted by applicable law. In our discretion, we may make appropriate reports to credit reporting agencies and law enforcement authorities and cooperate with them in any resulting investigation or prosecution. You hereby expressly agree that all communication in relation to delinquent sub-merchant accounts may be made by us or by a third party acting on our behalf, including but not limited to a collections company.

- 27. INTELLECTUAL PROPERTY.** We reserve all rights not expressly granted to you in the Agreement, including without limitation, this Sub-Merchant Agreement. We own the title, copyright and other worldwide intellectual property rights in the Payment Services and all technology, components, systems, and hardware associated therewith. This Sub-Merchant Agreement does not grant you any rights to our trademarks or service marks, nor may you remove, obscure, or alter any of our trademarks or service marks included in the Payment Services. All comments and suggestions of or concerning the Payment Services provided to you shall be our property and you shall not have any rights therein.
- 28. REIMBURSEMENT.** You agree to reimburse us and all third parties that assist in providing the Payment Services (including the bank(s), the Card Brands and our Processor), as well as our/their employees, directors, and agents for any and all losses, costs, or damages that we suffer, (inclusive of attorneys' fees and court costs) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a third party person or entity that arises out of or related to: (a) any actual or alleged breach of your representations, warranties, or obligations set forth in the Sub-Merchant Agreement; (b) your wrongful or improper use of the Payment Services; (c) any transaction submitted by you through the Payment Services (including without limitation the accuracy of any product information or service that you provide or any claim or dispute arising out of products or services offered or sold by you); (d) your violation of any third-party right, including without limitation any right of privacy, publicity rights or intellectual property rights; (e) your violation of any applicable law; or (f) any other party's access and/or use of the Payment Services with your access credentials.
- 29. NO WARRANTIES.** THE PAYMENT SERVICES ARE PROVIDED ON AN AS IS AND AS AVAILABLE BASIS. USE OF THE PAYMENT SERVICES IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PAYMENT SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.
- 30. LIMITATION ON LIABILITY.** WE SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF SALES, GOODWILL, PROFITS OR REVENUES. OUR LIABILITY UNDER THIS SUB-MERCHANT AGREEMENT FOR ANY CLAIM SHALL NOT EXCEED \$5,000. WE SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED DIRECTLY OR INDIRECTLY BY: (A) YOUR ACT OR OMISSION, OR THE ACT OR OMISSION OF ONE OF YOUR AFFILIATES OR END USERS; (B) YOUR USE OF OR INABILITY TO USE THE PAYMENT SERVICES; (C) DELAYS OR DISRUPTIONS IN THE PAYMENT SERVICES; (D) VIRUSES OR OTHER MALICIOUS SOFTWARE OBTAINED BY ACCESSING THE PAYMENT SERVICES; (E) BUGS, ERRORS, OR INACCURACIES OF ANY KIND IN THE PAYMENT SERVICES; (F) ACT OR OMISSIONS OF THIRD PARTIES; (G) A SUSPENSION OR OTHER ACTION TAKEN IN ACCORDANCE WITH THE TERMS OF THIS SUB-MERCHANT AGREEMENT; (H) OUR NEED TO MODIFY PRACTICES, CONTENT, OR BEHAVIOR, OR YOUR DIMINISHED ABILITY TO DO BUSINESS AS A RESULT OF CHANGES TO THIS SUB-MERCHANT AGREEMENT OR OUR POLICIES OR PAYMENT SERVICES MADE IN ACCORDANCE WITH THIS SUB-MERCHANT AGREEMENT OR APPLICABLE LAW; (I) ANY BREACH BY YOU OF THIS SUB-MERCHANT AGREEMENT; (J) INCORRECT OR INCOMPLETE TRANSACTION INFORMATION; OR (K) OUR ELECTION TO SUSPEND PROVIDING PAYMENT SERVICES ON THE BASIS OF OUR LEGAL, COMPLIANCE, OR RISK POLICIES.
- 31. TIME LIMIT TO INITIATE A DISPUTE.** Unless otherwise required by law, an action or proceeding by you relating to any dispute or claim by you under this Sub-Merchant Agreement must commence within one year after the cause of action accrues, failing which you forego any rights in respect thereof.
- 32. CONFIDENTIALITY.** Unless otherwise required by law, you shall, and shall cause your affiliates to, hold in strict confidence at all times following the date hereof all of our, our bank's or our Processor's Confidential Information, and neither you nor any of your affiliates shall use such Confidential Information for any purpose other than for the performance of your duties and obligations hereunder. If you breach, or threaten to breach, any of the provisions of this section, in addition to any other rights we may have, including a claim for damages, we shall have the right to have the provisions of this section specifically enforced, and your breach or threatened breach enjoined, by any court of competent jurisdiction, without presentment of a bond (such requirement being expressly waived by you), it being agreed that any breach or threatened breach of this section would cause irreparable harm to us in that money damages would not provide an adequate remedy.
- 33. PERSONAL GUARANTY.** If an individual executes this Sub-Merchant Agreement on your behalf as a guarantor, then such individual personally guarantees performance by you hereunder, shall be deemed to be a guarantor for all purposes, and shall be joint and severally liable with you for all of your liabilities under the Sub-Merchant Agreement.
- 34. INDEPENDENT CONTRACTOR.** The relationships of the parties to this Sub-Merchant Agreement shall be solely that of

independent contractors, and nothing contained herein shall be construed otherwise. Nothing in this Sub-Merchant Agreement or in the business or dealings between the parties shall be construed to make them joint ventures or partners with each other. Neither party shall do anything to suggest to third parties that the relationship between the parties is anything other than that of independent contractors.

- 35. ASSIGNMENT.** You may not assign or otherwise transfer any or all of your rights or obligations under the Sub-Merchant Agreement without our prior written consent, and any assignment without such prior written consent will be null and void. We may assign any of our rights or obligations hereunder to a third party without written notice to you.
- 36. OTHER AGREEMENT TERMS; CONFLICT.** Upon SMAA acceptance, this Sub-Merchant Agreement shall be considered incorporated by reference into your overall Agreement with us. To the extent any provision of this Sub-Merchant Agreement directly conflicts with any other provision of the Agreement, then the Sub-Merchant Agreement's terms shall be deemed to control.
- 37. COST REVIEW & POTENTIAL ADJUSTMENT.** We will conduct a quarterly review of the overall card processing costs. The first review will begin six (6) months after the initial implementation. If there is a material increase in card processing costs, we reserve the right to increase fees associated with Payment Services.

SCHEDULE A: PAYTRAC PAYMENT SERVICE RATES & FEES*

TRANSACTION PARTIES		FUNDING**
Customer / Sub-Merchant:	City of Brenham (TX)	Funds received by 7:00pm ET will be deposited in Customer's designated account within three (3) business days
Payment Facilitator:	RecTrac, LLC d/b/a Vermont Systems	
Payment Processor:	WorldPay, LLC	
Sponsor Bank:	Fifth Third Bank	
<i>* Customer acknowledges and accepts that VS will collect its fees and charges for Payment Service directly from the EFT/ACH draft associated with the business location.</i> <i>** VS is not responsible for funding delays due to weekends, federal holidays or Force Majeure events or incidents.</i> <i>*** Daily settlement cut-off times are midnight local time.</i>		

FLAT RATE MODEL

CREDIT CARD PROCESSING FEES				
Mastercard Visa Discover	Per electronic authorization	\$	0.25	
	Per electronic authorization reversal (void)	\$	0.25	
	Per sale transaction	\$	0.25	
	Per refund transaction	\$	0.25	
	Per credit card decline	\$	0.25	
	Credit card account updater fee If & when available and option selected/elected	\$	1.00	
	Per chargeback request or return processed	\$	25.00	
	Mastercard-Visa-Discover acquired gross purchase sale %		2.95	%
American Express	Per AMEX sale transaction (AMEX Direct)	\$	0.25	
	Per AMEX refund transaction (AMEX Direct)	\$	0.25	
	Credit card account updater fee If & when available and option selected/elected	\$	1.00	
	Per chargeback request or return processed	\$	25.00	
	Per AMEX acquired settled transaction (Opt Blue)*	\$	0.25	
	AMEX acquired gross purchase sale % (Opt Blue)		2.95	%

* VS shall be permitted to switch its primary merchant account to Opt Blue without Sub-Merchant approval or pre-authorization.			
ACH PROCESSING FEES (if and when available & option selected/elected)			
ACH / e-Check Processing	ACH fee per sale transaction	\$	1.00
	ACH fee per refund transaction	\$	1.00
	ACH return fee per item	\$	1.50
	ACH account updater fee	\$	0.50
	ACH notification of change	\$	1.50
	ACH auto redeposit	\$	0.50
INSTANCE-BASED FEES			
Funding Fees	Per fiscal day overdraft fee	\$	110.00
	Per wired funds transfer	\$	15.00
	Per ACH credit / debit per funds transfer	\$	0.10
OTHER FEES			
	PCI Non-compliance Fee (Monthly rate) per MID, to be assessed if the Customer is found to be PCI non-compliant, not to exceed \$75.00 total.	\$	25.00
NOTES			

Customer
INITIALS: _____



Regular City Council
AGENDA ITEM 11.

Agenda Item: Discuss and Possibly Act Upon Award of RFQ No. 23-003 Related to Professional Services for the Design and Engineering of the City of Brenham Fire Station No. 2 and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-April 20, 2023

Department: Fire Department

Staff Contact: Chief Roger Williams

SUMMARY STATEMENT:

On Thursday February 23, 2023 the City opened Requests for Qualifications (RFQs) for the design and construction services for Fire Station No. 2. We received a total of eleven (11) RFQ's from some great design firms. The Scope of Work that was contained in the RFQ included five (5) major categories:

1. Program Development
2. Concept Design
3. Cost Estimating
4. Permitting, Reviews, and Approvals
5. Construction Administration

Due to the large number of RFQs submitted, I met with the City Manager to determine the best way to accurately review each RFQ. During our discussion, it was agreed that a RFQ Review Team would need to be established to help determine the best firm for our project. A RFQ Review Team was comprised of Budget Manager Tim McRoberts, Public Utilities Project Manager Shawn Bolenbarr, Purchasing and Central Fleet Supervisor Kyle Branham, Maintenance Supervisor Stephen Dreahn and myself. The Review Team put together three (3) major scoring components for the RFQs which included:

- Proposer's qualifications and expertise in all aspects of the scope of work
- Proposer's ability to deliver the services as specified in the scope of work
- Proposer's scope of work experience, specifically with fire stations and fire training facilities.

The Review Team met and over the course of several weeks began reviewing the eleven RFQ's for qualifications and scoring each firm's submissions. The Review Team held its final meeting on Monday, April 3, and a final selection of Brown Reynolds and Watford Architects (BRW). The Review Team believes that BRW has the specialized understanding of fire station design, sustainability, experience and history with the City and the Brenham Fire Department as they had previously completed the design for Fire Station No. 2 in 2008.

BRW has a portfolio of over 280 award-winning firehouse facilities, BRW is a nationally recognized authority in the industry. If approved by Council, BRW's College Station office will manage this project. The College Station firm has a dedicated staff of approximately 121 people ranging from architects to administrative staff. BRW has a comprehensive understanding of fire station design including:

- NFPA and Code Compliance
- Apparatus Exhaust
- Contaminants from fighting a fire
- Health and Life Style

ATTACHMENTS:

(1) Scope of Work

RECOMMENDED ACTION:

Award RFQ No. 23-003 related to Professional Services for the Design and Engineering of the City of Brenham Fire Station No. 2, to Brown Reynolds and Watford (BRW) and authorize the Mayor to execute any necessary documentation.

SCOPE OF WORK

This RFQ requests responses from highly qualified, licensed, and experienced Architectural & Engineering firms or individuals to provide fire station and facility design and construction services that fulfill the current and future needs of The City of Brenham. It is anticipated that these needs shall consist of evaluation, along with new construction of Station 2. The successful Proposer will provide The City of Brenham with a full range of professional planning, design and construction services including:

(1) Program Development

- a) Assess current programs/services provided and projected operations and facility needs.
- b) Work with fire department staff and commissioners and stakeholders to develop a program for each project.
- c) Provide information substantiating program requirements.
- d) Evaluate subject site for possible development of a new fire station. Factors to be considered should include, but not limited to:
 - 1) Traffic impacts for station response times and surrounding neighborhoods.
 - 2) Cost
 - 3) Zoning
 - 4) Environmental considerations
 - 5) Potential for site contamination
 - 6) Size and shape of the parcel(s)
 - 7) Necessary off-site improvements

(2) Concept Design

- a) Develop conceptual design options for the facilities with staff and stakeholder involvement.
- b) General description of the strengths and weaknesses of the developed concepts.
- c) Refine preferred concept scheme if necessary.
- d) Concept designs shall include the following:
 - 1) Site plan
 - 2) Floor plan
 - 3) Exterior character of building(s)

(3) Cost Estimating

- a) Prepare detailed construction cost estimate based on preferred concept design scheme.
- b) Provide detailed total cost projection, including estimated construction costs, consultant costs, jurisdictional fees, contingencies, and other owner costs.
- c) Provide information substantiating estimated costs.
- d) Present findings and development of the concept designs to staff, stakeholders, Mayor, and Council.

(4) Permitting, Reviews and Approvals

- a) Review and / or present design concepts to staff, stakeholders, and any other regulatory agencies whose approval is necessary for the development of the site.
- b) Submit plans and applications to regulatory agencies.
- c) Secure approvals from all other local and state agencies as required for the site development.
- d) Coordinate the construction of privately owned utilities if necessary.
- e) Attend meetings as necessary for all approvals. Provide responses and modifications to regulatory comments.

(5) Construction Administration

- a) Provide construction administration and observation associated with the site improvements including a preconstruction conference, weekly site observation and meetings for processing pay requests.
- b) Provide interpretations of prepared drawings and specifications, shop drawing review and approval as well as preparation of change orders and construction change directives.

<i>QUALIFICATIONS</i>

A **cover letter** should be included with the Proposal identifying one contact person by name, address, telephone number, fax number and email address, who will be designated as customer service representative, and briefly outline how the individual(s) or firm will meet the needs for conducting the comprehensive facility and construction review for the City of Brenham.

Proposals should include a **historical summary** of the individual(s)/firm's experience in conducting Fire Service Facility design, construction review, and **key business data** about the firms.

The Proposer will **identify the staff** (including any and all subcontractors) that will provide the services defined in this RFQ.

- Identify a Project Manager as a primary contact with The City of Brenham for the duration of the project, and a consistent point of contact for scheduling meetings and other work scope matters.
- For each member of the team, describe the role that she/he will serve. Indicate those members of the team who will work closely with The City of Brenham.8/7
- Please indicate the members of your project team who are sub-contractors (if any) to your organization. Include the ratio of staff to subcontractors in your proposed project team.
- Provide a short resume for each of the key architectural and engineering project staff members as appendices. Resumes should be no longer than one (1) page and should contain the following information about each project member:
 - Position with the Firm and work location
 - Years with the Firm
 - Education, Licenses, and Certifications
 - Work experience related to purpose of the RFQ

Proposals shall outline proven practices and procedures that will be used to perform the services. Proposers shall provide customary architectural, engineering, and interior design services based upon a mutually agreed-upon program and schedule. The selected Proposer will provide full design services including serving as architect/engineer of record and providing (at a point to be determined) a firm, fixed price for both design and construction services. Services will include:

- Architectural Services
- Interior Design Services
- Civil Engineering Services
- Structural Engineering Services
- Mechanical, Electrical, Plumbing and Fire Protection Engineering Services
- Landscape Architecture Services
- Data and Telecommunication Design Services
- Management of all design and design-related activities including self-performed work and work of sub-contractors
- Estimated construction cost projection for proposed designs
- Construction Administration of all projects

The Proposal should **identify three current, major clients**, particularly other fire departments and/or governmental entities, preferably for which it has provided not only professional architectural and/or engineering services, as applicable, but also in construction administration. Utilizing the Reference Form provided, include contact names and telephone numbers, indicate when your firm has provided architectural and engineering services to these clients, and the types of projects conducted for each client.

PROPOSAL ADMINISTRATIVE REQUIREMENTS

To be considered responsive, proposals must include the information requested. To facilitate evaluation, proposals should be organized in the order as shown below. (Double-sided copying and use of recycled paper is encouraged).

Proposal Information Order:

- Information as listed under Qualifications
- Reference Form
- Proposer Addendum Acknowledgement
- Conflict of Interest Questionnaire
- Proposal Submission authorization form
- Non-collusion certificate

* Cover, Section Tabs, Cover Letter, and above items not applicable to the proposal page count. To the extent possible, proposals should be prepared on 8 1/2" x 11" paper and bound or stapled. Proposals should not exceed 15 pages double sided (each double-sided page counts as one page). Supplemental information may be attached to Proposals as appendices. Proposers are advised that the Evaluation Committee's ability to conduct a thorough evaluation of Proposals is dependent on the Proposers' ability and willingness to submit Proposals which are well ordered, detailed, comprehensive, and readable. Clarity of language and adequate, accessible documentation is the Proposers' responsibility.

PROPOSAL EVALUATION PROCESS/SCORING

A selection committee will evaluate and rank the written Proposals using the following criteria and associated points system, after which the committee will make a recommendation to The City of Brenham Mayor and Council. Proposal selection will be subject to Mayor and Council approval. If negotiations prove unsuccessful with selected Proposer, the next highest ranked firm will be contacted. The Evaluation Committee will contact References to help verify the Proposers' ability to perform the Scope of Services outlined herein. The City of Brenham reserves the right to reject any and all RFQ's.

Scoring Criteria and Points

<u>ITEM</u>	POINTS
♦ Proposer's Qualifications & Expertise in all aspects of the Scope of Work	33.4
♦ Proposer's ability to deliver the services as specified in the Scope of Work	33.3
♦ Proposer's Scope of Work Experience specifically with fire stations and fire training facilities	33.3



Regular City Council
AGENDA ITEM 12.

Agenda Item: Discuss and Possibly Act Upon an Ordinance on Its First Reading Adopting a Rate Tariff Schedule for the City of Brenham Electric System

Meeting Type: Regular Meeting-April 20, 2023

Department: Public Utilities

Staff Contact: Alton Sommerfield

SUMMARY STATEMENT:

Due to the rising cost of supplies and materials, the City of Brenham wishes to add Sheet No. 495 to the Electric Utility Rate Schedule. Currently, BEU has no policy applicable for charging any new customers for requesting service, upsizing existing services, repairing damaged service lines, or services provided by the Electric Department. The cost of providing additional lines and expenses associated with new development is currently part of the Operating Budget. The addition of the fees associated with growth is intended to remove the cost burden of new development on the electric rates (electric bill). Below is an explanation of the fees included in the new Tariff.

- **PULLING/RE-INSTALLING:** This service is provided by the Electric Department to allow for safe repairs to be done on the customer's side of the meter. The cost is based upon one City of Brenham employee and one truck for one hour.
- **SERVICE WIRE RECONNECT/DISCONNECT:** This service is usually performed at the request of electricians to replace the meter and breaker panel. The cost for this service is based upon a 2-hour time frame with City of Brenham crew on site.
- **UPSIZING AND REPAIRS TO EXISTING EQUIPMENT AND LINES:** Upsizing occurs when customers request an upsize or increase to existing equipment. Also included are repairs to a damaged service line caused by the customer or contractor. Examples: Tree trimming, trenching, etc.
- **FEES FOR NEW RESIDENTIAL SERVICE:** Residential services consist of either overhead or underground services. Fees for these services are calculated with the most current cost of materials, labor, and equipment.

All other new services shall be based upon the actual cost of extending new lines and transformers for new equipment. After conducting a comparison study of other Municipalities and Electric Cooperatives, Staff found that both are currently charging fees for like services. Staff respectfully request Council approve the addition of Sheet No. 495 to the Electric Utility Rate Schedule.

ATTACHMENTS:

(1) Ordinance - First Reading

RECOMMENDED ACTION:

Approve an Ordinance on its first reading adopting a Rate Tariff Schedule for the City of Brenham Electric System.

ORDINANCE NO. O-23-_____

AN ORDINANCE ADOPTING ELECTRIC RATE TARIFF SCHEDULES FOR ELECTRIC SERVICES FOR THE CITY OF BRENHAM, TEXAS; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE:

WHEREAS, the City Council for the City of Brenham, Texas ("City Council") deems it necessary to change the rates charged for electric services to its customers in order to provide for conditions of utility service which promote health, safety, and welfare of the citizens of Brenham, Texas.

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

SECTION I

The City Council of the City of Brenham, Texas does hereby adopt the Electric Rate Schedules for electric services set forth in the attached Exhibit "A", which is made a part hereof for all purposes pertinent, to be effective with utility billing occurring on and after May 4, 2023.

SECTION II

This Ordinance shall take effect as provided by the Charter of the City of Brenham, Texas. The implementation of rates as forth herein and on the attached Exhibit "A" shall be effective with utility billing occurring on and after May 4, 2023.

PASSED AND APPROVED, on its first reading this the ____ day of _____, 2023.

PASSED AND APPROVED, on its second reading this the ____ day of _____, 2023.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

EXHIBIT "A"

CITY OF BRENHAM
200 WEST VULCAN STREET * P.O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	400	495
TARIFF	SECTION NO.	SHEET NO.
ELECTRIC RATE SCHEDULE	MAY 4, 2023	
SECTION TITLE	EFFECTIVE DATE	

DISCONNECTS/RECONNECTS EXISTING SERVICES

For disconnects/reconnects for existing the following service fees will apply:

Service	Normal Business Hours	All Other Hours
Meter pulling and reinstalling (200 amp or less)	\$50.00	\$75.00
Service wire disconnect/reconnect	\$100.00	\$150.00

Customers requesting a meter pulled and reconnected for the same day after 4:00 PM may be offered to be connected or reconnected on the next day that is either not a City holiday or weekend. The Utility reserves the right to delay requested connections during weekends and City of Brenham holidays.

OVERHEAD / UNDERGROUND UPSIZING AND/OR DAMAGES

No electric service will be provided by City greater than 100 feet distance from the transformer (or adequate size secondary) to the meter. The Utility, at its discretion, may allow a 10% variance. Any request for upsizing a service line shall be at cost. Repairs to a damaged service line caused by customer or contractor shall be at cost.

NEW SERVICES

For New Services customers, will be charged as follows:

Class	Overhead	Underground
Residential-Single Family Lot	\$ 800.00	\$ 1050.00
All Other	Actual Cost	Actual Cost

Residential cost is based on one utility pole and one transformer. Additional poles will be charged at the actual cost.

Fees, Exclusions, Miscellaneous:

- The service cost shall be calculated by the City on the basis of new facilities, regardless of existing installations.
- Costs for boring and casing will be added based on actual costs and will not be subject to cost sharing.
- General requirements for any new electric service connection, use of right-of-way, and design requirements can be found in the City of Brenham Public Infrastructure Design Manual.
- The Utility will neither start work nor will the Utility order materials until it receives full payment.
- The fees for service not specifically addressed in this Tariff will be charged in the amount of the actual cost of performing the service.



Regular City Council
AGENDA ITEM 13.

Agenda Item: Discuss and Possibly Act Upon Bid No. 63C-19C Related to a Generator at the Atlow Booster Pumping Station and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-April 20, 2023

Department: Public Utilities

Staff Contact: Shawn Bolenbarr

SUMMARY STATEMENT:

On April 5, 2023 the City of Brenham and Strand Associates opened bids regarding the Generator for the Atlow Booster Pumping Station. These bids were for the installation of a backup generator along with an Automatic Transfer Switch and a concrete pad for the Atlow Pumping Station generator.

The reason for installing the Generator at the Atlow booster pumping site is to put the City of Brenham in compliance with Senate Bill 3. Senate Bill 3 requires water utilities to develop and implement emergency preparedness plans to keep their services operating during extended power “outages lasting for more than 24 hours”.

There was a total of four bids received with McDonald Municipal and Industrial, A Division of C. F. McDonald Electric, Inc. submitting the lowest bid. The total price for the Bid was \$184,136.00. This price is lower than the projected construction costs that Strand Provided in their opinion of probable cost. Strand has checked references and all addendums were acknowledged and bid bond materials were met. We have received positive feedback from the references that we spoke to and look forward to working with McDonald Municipal and Industrial, A Division of C. F. McDonald Electric, Inc.

Based on our findings and the referrals of other Municipalities and Strand Associates, we would like to ask the Council to award the Bid to McDonald Municipal and Industrial, A Division of C. F. McDonald Electric, Inc. for the total amount of \$184,136.00. This project will be paid for using ARPA Grant proceeds.

ATTACHMENTS:

(1) Bid Tabulation Letter (ARPA Generator)

RECOMMENDED ACTION:

Award Bid No. 63C-19C related to a generator at the Atlow Booster Pumping Station to McDonald Municipal and Industrial, A Division of C. F. McDonald Electric, Inc., in the amount of \$184,136.00 and authorize the Mayor to execute any necessary documentation.



Strand Associates, Inc.®

1906 Niebuhr Street
Brenham, TX 77833
(P) 979.836.7937
www.strand.com

April 12, 2023

Mr. Shawn Bolenbarr, Public Utilities Project Manager
City of Brenham
200 West Vulcan Street
Brenham, TX 77833

Re: ARPA Generator at Atlow Booster Pumping Station
Project No. 63C-19C
City of Brenham, Texas

Dear Shawn,

Bids for the above-referenced Project were opened on April 5, 2023. Four Bids were received with the resulting Bid tabulation enclosed. The low Bid of \$184,136 was less than ENGINEER's opinion of probable construction cost.

McDonald Municipal and Industrial, a Division of C.F. McDonald Electric, Inc. of Houston, Texas, was the apparent low Bidder at \$184,136. The Bid included a Bid Bond for 5 percent. The Bid is deemed to be responsive.

Strand Associates, Inc.® has previously worked with McDonald Municipal and Industrial, a Division of C.F. McDonald Electric, Inc. For those projects, the owner(s) determined McDonald Municipal and Industrial, a Division of C.F. McDonald Electric, Inc. to be responsible.

If you determine that McDonald Municipal and Industrial, a Division of C.F. McDonald Electric, Inc. is a responsible Bidder after your evaluation of their qualifications, we recommend proceeding with award of the Contract in accordance with Article 16 of the Instructions to Bidders.

Sincerely,

STRAND ASSOCIATES, INC.®

Kelly M. Hajek, P.E.

Enclosure

TBPE No. F-8405
TBPLS No. 10030000

3900.268\MKG:\R\BRE\Documents\Specifications\Archive\2023\Brenham, City of\3900.268.63C-19C.MKG\16) Specification Letters(a) Resulting Bid Tabulation\041223.docx

Bids Received: 2 P.M.
April 5, 2023

STRAND ASSOCIATES, INC.®
TBPE No. F-8405
TBPLS No. 10030000
1906 Niebuhr Street
Brenham, TX 77833

CITY OF BRENHAM
BRENHAM, TEXAS
ARPA GENERATOR AT ATLOW BOOSTER PUMPING STATION
CITY OF BRENHAM CONTRACT NO. 63C-19C

BID TABULATION SUMMARY

Bidder and Address	Bid Bond or Guarantee	Addenda Acknowledged	Total Bid Price
McDonald Municipal and Industrial, A Division of C.F. McDonald Electric, Inc. 5044 Timber Creek Houston, TX 77017	5%	NA	\$184,136.00
CSE W-Industries, Inc. 8303 Thora Lane Spring, TX 77833	5%	NA	\$196,169.00
Stolz Mechanical Contractors, LLC 15101 FM 1155 East Washington, TX 77880	5%	NA	\$197,500.20 *\$197,500.00
Moser Energy Systems 260 Craig Thomas Boulevard Evansville, WY 82636	None	NA	\$207,000.00 *\$202,000.00

*CONTRACTOR'S COMPUTED TOTAL

Reviewed by: Molly Goff



Kelly Hajek
4.11.2023

Bids Received: 2 P.M., April 5, 2023

STRAND ASSOCIATES, INC.*
TBPE No. F-8405
TBPLS No. 10030000
1906 Niebuhr Street
Brenham, TX 77833

CITY OF BRENNHAM
BRENNHAM, TEXAS
ARPA GENERATOR AT ATLOW BOOSTER PUMPING STATION
CITY OF BRENNHAM CONTRACT NO. 63C-19C

BID TABULATION BREAKDOWN

				McDonald Municipal and Industrial, A Division of C.F. McDonald Electric, Inc. 5044 Timber Creek Houston, TX 77017		CSE W-Industries, Inc. 8303 Thora Lane Spring, TX 77833		Stolz Mechanical Contractors, LLC 15101 FM 1155 East Washington, TX 77880		Moser Energy Systems 260 Craig Thomas Boulevard Evansville, WY 82636	
No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
BASE UNIT PRICE											
1.	Mobilization	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 9,169.00	\$ 9,169.00	\$ 10,000.00	\$ 10,000.00	None	\$ 7,000.00
2.	Furnish and Install Standby Power System Including Generator, Service Entrance Rated Automatic Transfer Switch, Concrete Pads, Conduit, Wiring, Guard Posts, and Natural Gas Connections	1	LS	\$ 157,036.00	\$ 157,036.00	\$ 168,000.00	\$ 168,000.00	\$ 172,500.00	\$ 172,500.00	None	\$ 190,000.00
3.	Concrete Pavement (5-IN-Thick)	70	SY	\$ 30.00	\$ 2,100.00	\$ 200.00	\$ 14,000.00	\$ 142.86	\$ 10,000.20	None	\$ 5,000.00
ENGINEER'S COMPUTED TOTAL BASE UNIT PRICE ITEMS NO. 1 THROUGH 3					\$ 179,136.00		\$ 191,169.00		\$ 192,500.20		\$ 202,000.00
CONTRACTOR'S COMPUTED TOTAL BASE UNIT PRICE ITEMS NO. 1 THROUGH 3					\$ 179,136.00		\$ 191,169.00		*\$192,500.00		\$ 202,000.00

CASH ALLOWANCE											
4.	Natural Gas Utility Allowance (Section 33 52 16-Fuel Gas Distribution Utilities)	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$5,000.00	\$5,000.00
ENGINEER'S COMPUTED TOTAL BID PRICE ITEMS NO. 1 THROUGH 4					\$ 184,136.00		\$ 196,169.00		\$ 197,500.20		\$ 207,000.00
CONTRACTOR'S COMPUTED TOTAL BID PRICE ITEMS NO. 1 THROUGH 4					\$ 184,136.00		\$ 196,169.00		*\$197,500.00		*\$202,000.00

* CONTRACTOR'S COMPUTED TOTAL

Reviewed by

Molly Goff



Regular City Council
AGENDA ITEM 14.

Agenda Item: Discuss and Possibly Act Upon an Agreement with Dudley Construction, LLC for the Extension of the Bid Award Deadline for Project No. 2021-06-A Related to the 2022 Sanitary Sewer Improvements - Stone Hollow Lift Station Replacement and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-April 20, 2023

Department: Public Utilities

Staff Contact: Shawn Bolenbarr

SUMMARY STATEMENT:

On February 16, 2023 the Council awarded Project No. 2021-06-A related to the 2022 Sanitary Sewer Improvements – Stone Hollow Lift Station replacement to Dudley Construction, LLC, in the Amount of \$1,130,000.00. The item was awarded to Dudley Construction, but it was contingent upon the City’s successful acquisition of the land for the relocation of the lift station.

Due to the unsuccessful execution of the land acquisition within the sixty-days allowed in the contract documents, we respectfully ask Council to allow a thirty-day extension to the sixty-day bid award deadline for Project No. 2021-06-A related to the 2022 Sanitary Sewer Improvements - Stone Hollow Lift Station.

ATTACHMENTS:

None

RECOMMENDED ACTION:

Approve an agreement with Dudley Construction, LLC for a thirty (30) day extension of the bid award deadline for Project No.2021-06-A related to the 2022 Sanitary Sewer Improvements - Stone Hollow Lift Station Replacement and authorize the Mayor to execute any necessary documentation.



Regular City Council
AGENDA ITEM 15.

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-23-014
Authorizing the Acceptance of Public Improvements in the
Liberty Village Subdivision Phase 2B

Meeting Type: Regular Meeting-April 20, 2023

Department: Development Services

Staff Contact: Stephanie Doland

SUMMARY STATEMENT:

DR Horton began construction of the Liberty Village Subdivision in 2020 which at build out will include the development of 321 single-family home lots, a neighborhood park and two detention ponds. Phase 1 of the Subdivision includes 122 single-family home lots and the infrastructure was completed and accepted by Council in May 2021.

A second phase of construction began in March of 2021 for the construction of multiple residential streets, sidewalks, a lift station, detention pond and an additional 96 lots. Phase two consists of approximately 23.3 acres of land which for infrastructure acceptance has been divided into Phase 2A and Phase 2B. See attached Phase map for reference. The subdivision has been divided for infrastructure acceptance largely due to material delays with the lift station which is located on the Phase 2B side of the subdivision. Phase 2A of the subdivision includes 48 single-family homes and associated public infrastructure which was completed by DR Horton and accepted by Council on September 9, 2022.

Since September 2022 DR Horton has completed infrastructure improvements (water, sanitary sewer, streets, sidewalks, and storm drainage) as well as the sanitary sewer lift station which will serve Phase 2B and Phase 3 of the Liberty Village Subdivision. The lift station was designed and constructed in accordance with adopted City of Brenham and TCEQ standards and includes an installed back-up generator for the lift station. Additionally, per the Planned Development District, sidewalks are included along both sides of all streets within the subdivision.

The public infrastructure improvements valued at a total of \$2,189,971 have been constructed and inspected according to the City of Brenham ordinances and regulations and are ready for acceptance by the City of Brenham.

ATTACHMENTS:

-
- (1) Resolution No. R-23-014
 - (2) Acceptance Letter Streets and Storm
 - (3) Acceptance Letter Sewer and Water
 - (4) Final Plat Liberty Village Phase 2

RECOMMENDED ACTION:

Approve Resolution No. R-23-014 authorizing the acceptance of public improvements in the Liberty Village Subdivision Phase 2B.
--

RESOLUTION NO. R-23-014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, AUTHORIZING THE ACCEPTANCE OF CERTAIN PUBLIC INFRASTRUCTURE IMPROVEMENTS IN THE LIBERTY VILLAGE SUBDIVISION, PHASE 2B; AND AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTATION.

WHEREAS, Liberty Village Subdivision, Phase 2B, consists of 48 residential Lots, located within Liberty Village Subdivision Phase 2 which is a total of 96 residential Lots, Phase “B” and Common Area #4 - 5, being an approximately 47.788 acre subdivision developed by Continental Homes of Texas, L.P.; and

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

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

WHEREAS, the City of Brenham desires to formally accept the water, sewer, sanitary sewer lift station, street, drainage improvements and other public infrastructure improvements within the Liberty Village Subdivision, Phase 2B depicted on Exhibit “A” for reference.

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

That the City of Brenham hereby accepts the water, sewer, sanitary sewer lift station, street, and drainage improvements and other public infrastructure improvements in Liberty Village Subdivision, Phase 2B, in the City of Brenham, Texas and authorizes the Mayor to execute any necessary documentation.

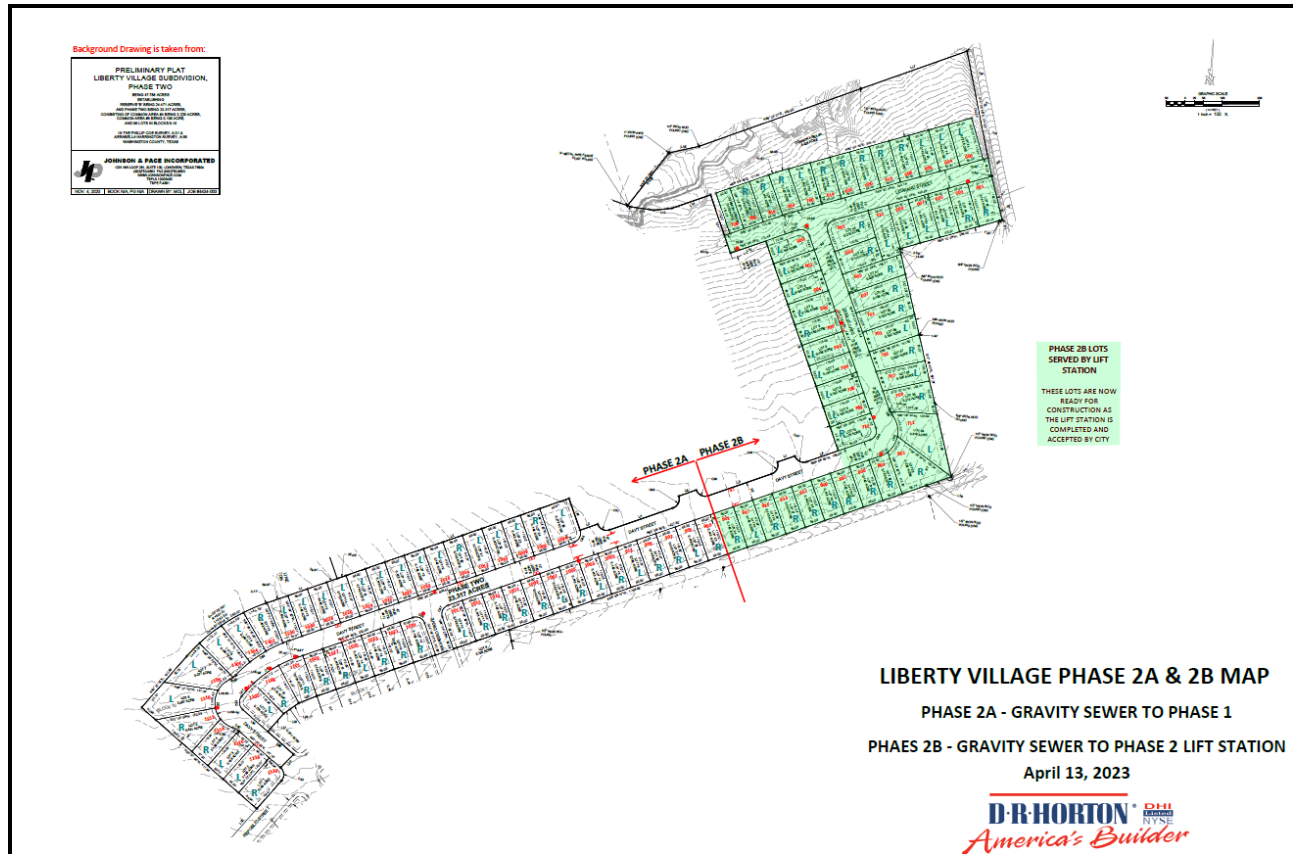
RESOLVED this 20th day of April 2023.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

Exhibit "A"
Liberty Village Phase 2A and 2B





Development Services and Engineering Division

200 W. Vulcan St.
Brenham, Texas 77833

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

April 14, 2023

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

ATTN: Philip Bargas

RE: ACCEPTANCE OF STREETS AND STORM SEWER LINES
Liberty Village, Phase 2B

Dear Mr. Bargas:

Please be advised that the streets and storm sewer in Liberty Village Phase 2B have been accepted by the City of Brenham. The inventory of streets and storm sewers are shown below. Dollar values shown represent real costs and include pertinent auxiliary items such as sidewalks, ramps, curb and gutter, storm sewer inlets and headwalls.

Streets

Associated Street	Traveling Direction	Beginning		Ending		Length (ft.)	Pavement Width (ft.)	Pavement SF	Dollar Value
		Lat.	Long.	Lat.	Long.				
Davy	NE	N30.182408	W96.412651	N30.182647	W96.411974	230	31	7,130	\$75,862
Davy	NE	N30.182647	W96.411974	N30.182896	W96.411265	242	31	7,502	\$79,820
Davy	N thru bend to the left	N30.182896	W96.411265	N30.183151	W96.411253	111	31	3,441	\$36,612
Davy	NW	N30.183151	W96.411253	N30.184573	W96.411916	558	31	17,298	\$184,048
Legrand	SW	N30.185017	W96.410386	N30.184573	W96.411916	510	31	15,810	\$168,216
Legrand	SW	N30.184573	W96.411916	N30.184334	W96.412626	241	31	7,471	\$79,490
Grimes	NW	N30.182647	W96.411974	N30.182774	W96.412033	50	31	1,550	\$16,492

Storm Sewers

Associated Route	Side of Street (N/S/E/W)	Beginning		Ending		Length (ft.)	Pipe Size (in.)	Dollar Value
		Lat.	Long.	Lat.	Long.			
Legrand	N	N30.184427	W96.412510	N30.184379	W96.412647	58	24	\$9,110.64
Legrand	N	N30.184427	W96.412510	N30.184635	W96.411885	207	24	\$32,515.56
Legrand	N	N30.184635	W96.411885	N30.184691	W96.411687	61	18	\$9,208.56
Legrand	Across	N30.184691	W96.411687	N30.184601	W96.411653	31	18	\$4,679.76
Davy	E	N30.184635	W96.411885	N30.184345	W96.411750	109	24	\$17,121.72
Davy	Across	N30.184345	W96.411750	N30.184309	W96.411851	31	18	\$4,679.76
Davy	E	N30.184345	W96.411750	N30.183613	W96.411408	282	18	\$42,570.72
Davy	Across	N30.183613	W96.411408	N30.183577	W96.411510	31	18	\$4,679.76
Davy	E	N30.183613	W96.411408	N30.183013	W96.411121	231	18	\$34,871.76
Davy	N	N30.182458	W96.412672	N30.182516	W96.412492	58	18	\$9,775.76
Davy	Across	N30.182516	W96.412492	N30.182428	W96.412451	31	15	\$4,110.60
Detention Pond		N30.184924	W96.412556	N30.184738	W96.412641	74	30	\$12,831.60
Detention Pond		N30.184738	W96.412641	N30.184427	W96.412510	116	30	\$20,114.40
Box Culvert		N30.184779	W96.413171	N30.184568	W96.413427	112	6'x4'	\$47,600
Box Culvert		N30.184568	W96.413427	N30.184240	W96.413540	121	6'x4'	\$51,425
Box Culvert		N30.184240	W96.413540	N30.184478	W96.414483	301	6'x4'	\$127,925
Box Culvert		N30.184478	W96.414483	N30.184715	W96.414541	81	6'x4'	\$34,425
Box Culvert		N30.184715	W96.414541	N30.184692	W96.414831	89	6'x4'	\$37,825
Burleson	W	N30.185123	W96.410443	N30.184889	W96.410375	88	18	\$13,284.48

Date of Acceptance:

One year warranty period begins on **April 20, 2023** and ends on **April 19, 2024** for the infrastructure listed above. One year surface correction warranty period begins on that end date and extends the warranty for surface corrections to streets one additional year.

Sincerely,



Stephanie Doland
Development Services Director
City of Brenham



Development Services and Engineering Division

200 W. Vulcan St.
Brenham, Texas 77833

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

April 14, 2023

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

ATTN: Philip Bargas

RE: ACCEPTANCE OF WATER AND WASTEWATER LINES
Liberty Village Phase 2B

Dear Mr. Bargas:

Please be advised that the water and wastewater lines in Liberty Village Phase 2B have been accepted by the City of Brenham. The inventory of water and wastewater lines are shown below. Dollar values shown represent real costs and include pertinent auxiliary items such as fire hydrants, valves, services, fittings, and manholes:

Water Lines

Associated Street	Side of Street (N/S/E/W)	Beginning		Ending		Length (ft.)	Pipe Size (in.)	Dollar Value
		Lat.	Long.	Lat.	Long.			
Davy	N	N30.182480	W96.412684	N30.182747	W96.411925	259	8	\$38,073
Davy	N	N30.182747	W96.411925	N30.182963	W96.411310	210	8	\$30,870
Davy	Across	N30.182963	W96.411310	N30.183215	W96.411187	99	8	\$14,553
Davy	E	N30.183215	W96.411187	N30.184669	W96.411865	571	8	\$83,937
Legrand	N	N30.185109	W96.410351	N30.184669	W96.411865	504	8	\$74,088
Legrand	N	N30.184669	W96.411865	N30.184595	W96.412120	85	8	\$12,495
Legrand	N	N30.184595	W96.412120	N30.184394	W96.412693	192	8	\$28,224
Grimes	E	N30.182747	W96.411925	N30.182803	W96.411951	22	8	\$3,234

Gravity Sanitary Sewer Lines

Associated Route	Side of Street (N/S/E/W)	Beginning		Ending		Length (ft.)	Pipe Size (in.)	Dollar Value
		Lat.	Long.	Lat.	Long.			
Lift Station		N30.184619	W96.412661	N30.184313	W96.412536	111	8	\$17,427
Legrand	S	N30.184313	W96.412536	N30.184289	W96.412605	23	8	\$3,611
Grimes	E	N30.184313	W96.412536	N30.184243	W96.412583	25	8	\$3,925
Legrand	S	N30.184313	W96.412536	N30.184491	W96.412018	172	8	\$27,004
Legrand	S	N30.184491	W96.412018	N30.184699	W96.411302	235	8	\$36,895
Legrand	S	N30.184699	W96.411302	N30.184893	W96.410636	218	8	\$34,226
Davy	W	N30.184491	W96.412018	N30.184455	W96.411923	29	8	\$4,553
Davy	W	N30.184455	W96.411923	N30.183743	W96.411591	275	8	\$43,175
Davy	W	N30.183743	W96.411591	N30.183152	W96.411315	228	8	\$35,796
Davy	W	N30.183152	W96.411315	N30.182861	W96.411213	107	8	\$16,799
Davy	S	N30.182861	W96.411213	N30.182582	W96.412005	266	8	\$41,762
Davy	S	N30.182582	W96.412005	N30.182410	W96.412495	163	8	\$25,591

Force main Sanitary Sewer Lines

Associated Route	Side of Street (N/S/E/W)	Beginning		Ending		Length (ft.)	Pipe Size (in.)	Dollar Value
		Lat.	Long.	Lat.	Long.			
Lift Station		N30.184629	W96.412631	N30.184319	W96.412492	121	4	\$37,330
Legrand	S	N30.184319	W96.412492	N30.184304	W96.412451	14	4	\$4,319
Legrand	S	N30.184304	W96.412451	N30.184460	W96.412004	152	4	\$46,894
Davy	W	N30.184460	W96.412004	N30.184448	W96.411971	11	4	\$3,394
Davy	W	N30.184448	W96.411971	N30.182828	W96.411215	636	4	\$196,213
Davy	W	N30.182828	W96.411215	N30.182813	W96.411222	6	4	\$1,851
Davy	S	N30.182813	W96.411222	N30.182283	W96.412729	514	4	\$158,575
Davy	S	N30.182283	W96.412729	N30.182306	W96.412791	19	4	\$5,862

Date of Acceptance:

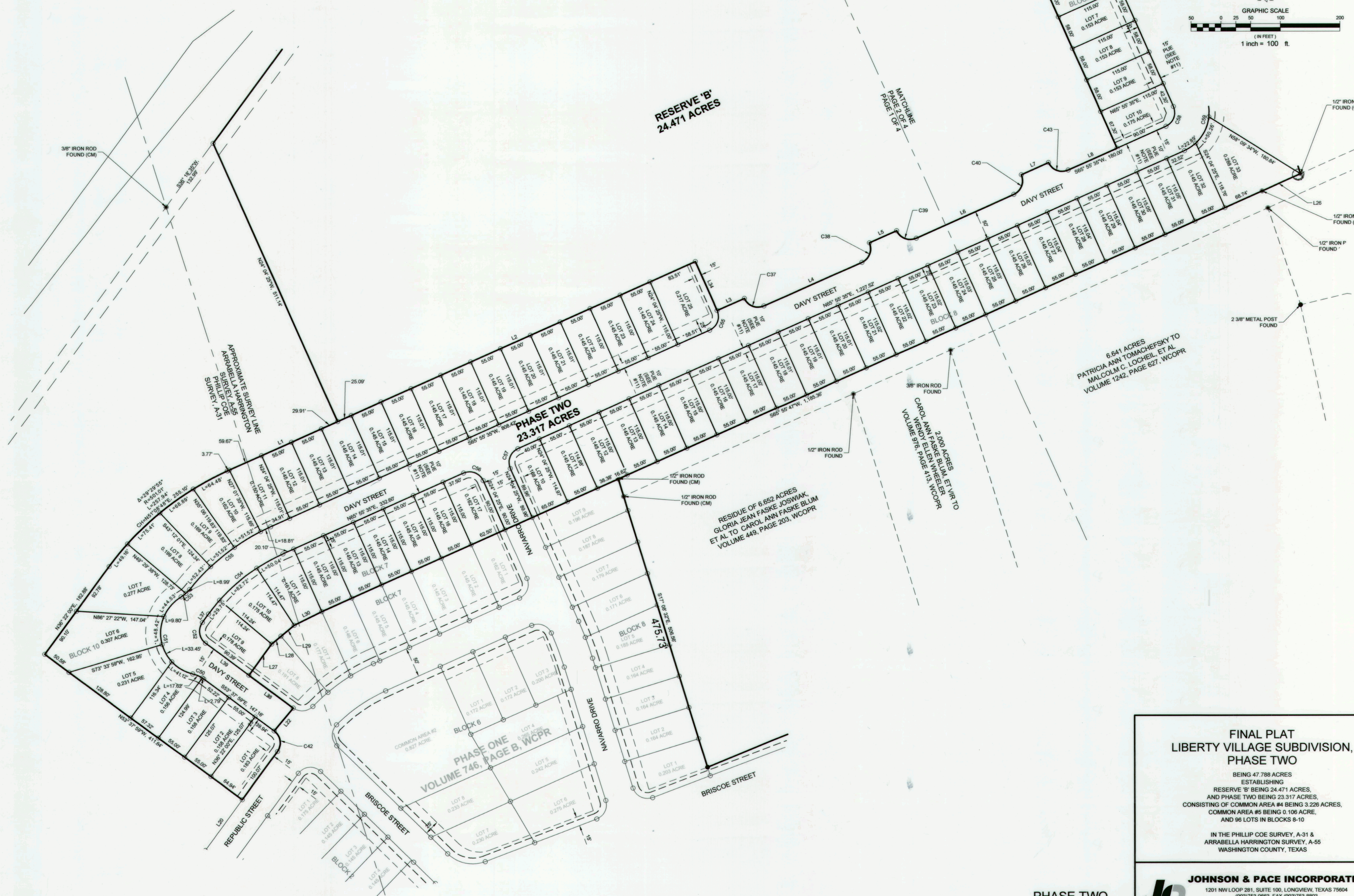
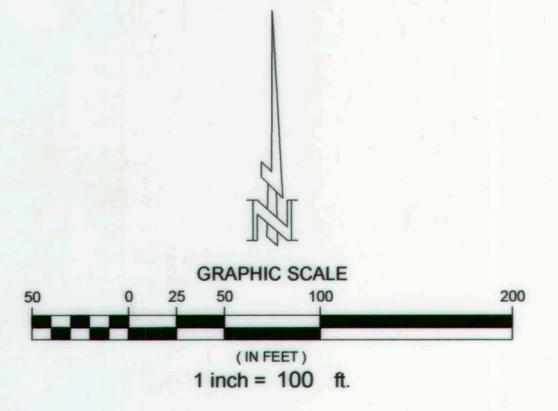
One year warranty period begins on **April 20, 2023** and ends on **April 19, 2024** for the infrastructure listed above. One year surface correction warranty period begins on that end date and extends the warranty for surface corrections to streets one additional year.

Sincerely,

Stephanie Doland
Development Services Director
City of Brenham

LEGEND

- 5/8" IRON ROD SET (UNLESS STATED OTHERWISE)
- PUBLIC UTILITY EASEMENT (UNLESS STATED OTHERWISE)
- - - BUILDING SETBACK LINE
- ▨ COMMON AREA



FINAL PLAT
LIBERTY VILLAGE SUBDIVISION,
PHASE TWO

BEING 47.788 ACRES
ESTABLISHING
RESERVE 'B' BEING 24.471 ACRES,
AND PHASE TWO BEING 23.317 ACRES,
CONSISTING OF COMMON AREA #4 BEING 3.226 ACRES,
COMMON AREA #5 BEING 0.106 ACRE,
AND 96 LOTS IN BLOCKS 8-10

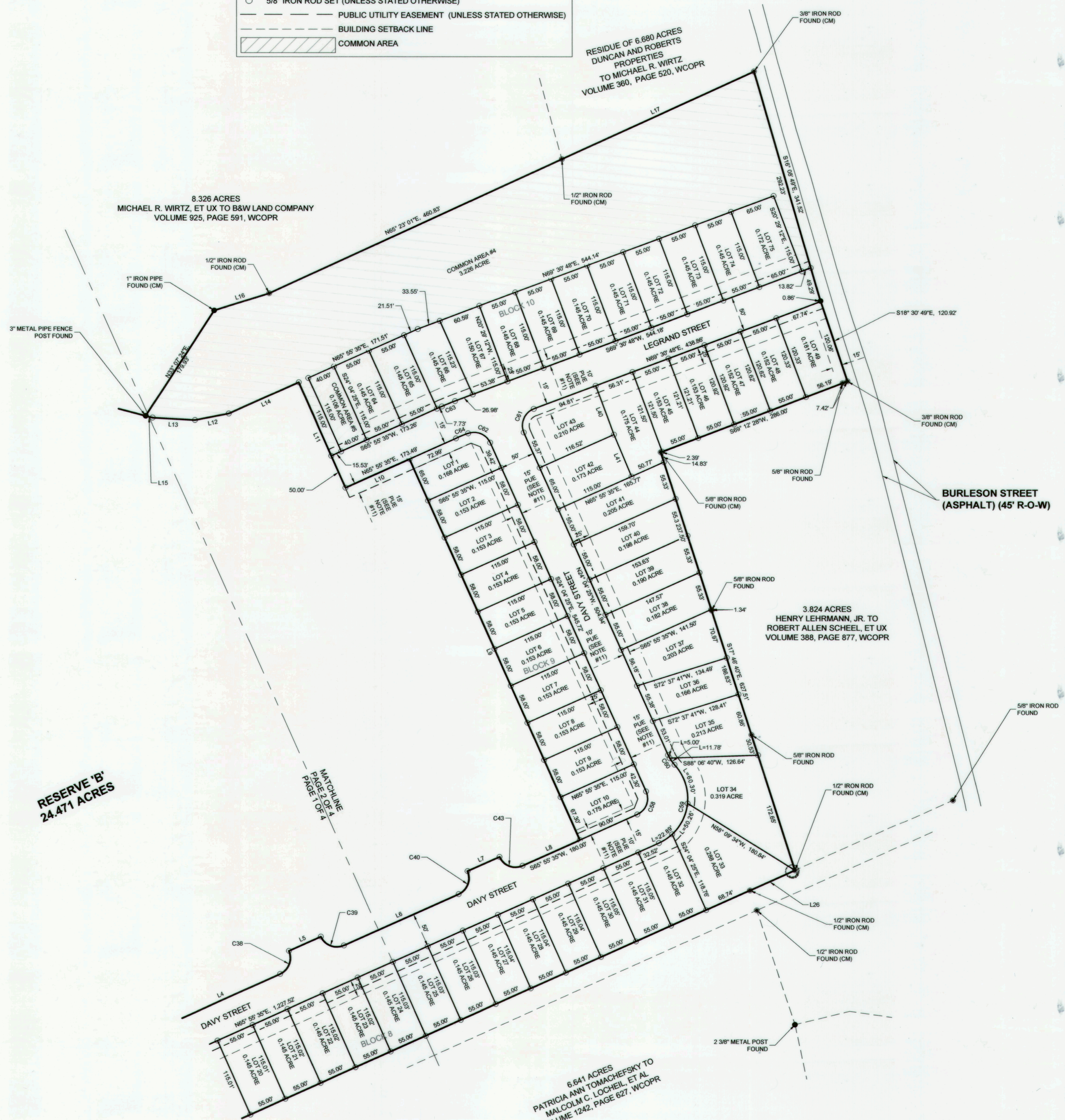
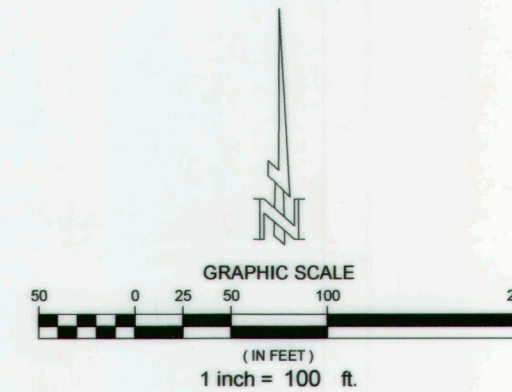
IN THE PHILLIP COE SURVEY, A-31 &
ARRABELLA HARRINGTON SURVEY, A-55
WASHINGTON COUNTY, TEXAS

JOHNSON & PACE INCORPORATED
1201 NW LOOP 281, SUITE 100, LONGVIEW, TEXAS 75604
(903)753-0663 FAX (903)753-8803
WWW.JOHNSONPACE.COM
TBPPLS 10029400
TBPE F-4691

PHASE TWO
(WEST HALF)
PAGE 1 OF 4

LEGEND

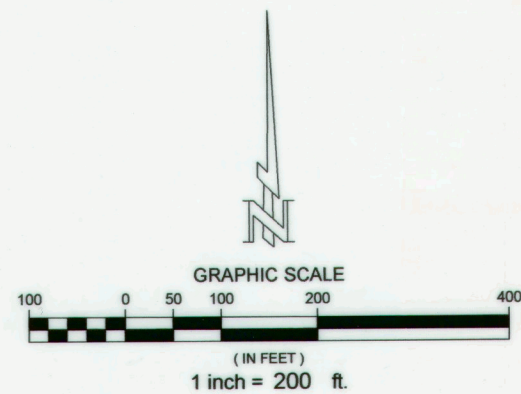
- 5/8" IRON ROD SET (UNLESS STATED OTHERWISE)
- PUBLIC UTILITY EASEMENT (UNLESS STATED OTHERWISE)
- - - BUILDING SETBACK LINE
- ▨ COMMON AREA



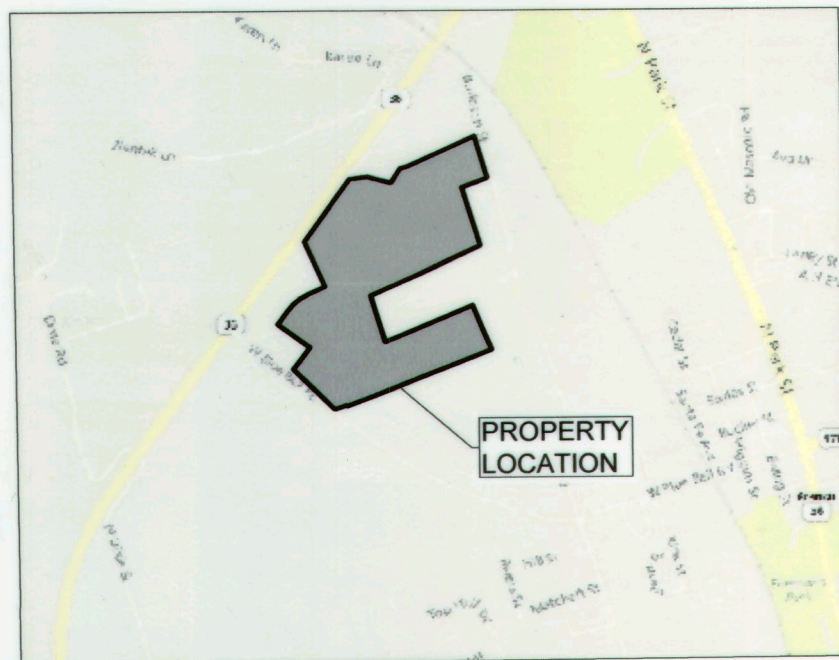
FINAL PLAT
LIBERTY VILLAGE SUBDIVISION,
PHASE TWO
 BEING 47.788 ACRES
 ESTABLISHING
 RESERVE 'B' BEING 24.471 ACRES,
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 AND 96 LOTS IN BLOCKS 8-10
 IN THE PHILLIP COE SURVEY, A-31 &
 ARRABELLA HARRINGTON SURVEY, A-55
 WASHINGTON COUNTY, TEXAS

JOHNSON & PACE INCORPORATED
 1201 NW LOOP 281, SUITE 100, LONGVIEW, TEXAS 75604
 (903)753-0663 FAX (903)753-8803
 WWW.JOHNSONPACE.COM
 TBPLS 10025400
 TBPE F-4691

PHASE TWO
(EAST HALF)
PAGE 2 OF 4



LEGEND	
○	5/8" IRON ROD SET (UNLESS STATED OTHERWISE)
---	PUBLIC UTILITY EASEMENT (UNLESS STATED OTHERWISE)
- - -	BUILDING SETBACK LINE
▨	COMMON AREA



KEY MAP
SCALE: 1"=2000'

RESIDUE OF TRACT 1 (36.586 ACRES)

IMOGENE CHAPPEL
TO DUNCAN AND ROBERTS PROPERTIES,
VOLUME 334, PAGE 635, WCOPR
DUNCAN AND ROBERTS PROPERTIES
TO PIERRE N. ROBERTS, JR (1/2 INTEREST),
VOLUME 1285, PAGE 754, WCOPR
DUNCAN AND ROBERTS PROPERTIES
TO CHARLES W. DUNCAN, JR (1/2 INTEREST),
VOLUME 1285, PAGE 758, WCOPR
PIERRE N. ROBERTS, JR, ET UX
TO DONALD GLENN ROBERTS (10% INTEREST),
VOLUME 1287, PAGE 4, WCOPR
PIERRE N. ROBERTS, JR, ET UX
TO GARY WILLIAM ROBERTS (10% INTEREST),
VOLUME 1287, PAGE 7, WCOPR
PIERRE N. ROBERTS, JR, ET UX TO
DONALD GLENN ROBERTS (2.5% INTEREST),
VOLUME 1299, PAGE 340, WCOPR
PIERRE N. ROBERTS, JR, ET UX TO
GARY WILLIAM ROBERTS (2.5% INTEREST),
VOLUME 1299, PAGE 343, WCOPR

STATE HIGHWAY #36
(ASPHALT)(R-O-W VARIES)

SEE "RESIDUE OF TRACT 1
(36.586 ACRES)" FOR
OWNERSHIP INFORMATION
0.5975 ACRE UTILITY EASEMENT
IN THE CITY OF BRENHAM,
VOLUME 1313, PAGE 223, WCOPR

BLUE BELL ROAD
(ASPHALT)(R-O-W VARIES)

7.284 ACRES
DUNCAN AND ROBERTS PROPERTIES TO CITY OF BRENHAM,
VOLUME 901, PAGE 700, WCOPR

RESERVE 'B'
24.471 ACRES

PHASE TWO
23.317 ACRES
(SEE PAGES 1 & 2)

PHASE ONE
29.124 ACRES
VOLUME 746, PAGE B, WCOPR

8.326 ACRES
MICHAEL R. WIRTZ, ET UX TO B&W LAND COMPANY
VOLUME 925, PAGE 591, WCOPR

BURLESON STREET
(ASPHALT) (45' R-O-W)

0.2173 ACRE
PATRICIA ANN TOMACHEFSKY TO MA
VOLUME 1242, PAGE 627, WCOPR

6.641 ACRES
PATRICIA ANN TOMACHEFSKY TO
MALCOLM C. LOCHEIL, ET AL
VOLUME 1242, PAGE 627, WCOPR

1.28 ACRES
HERBERT J. FASKE, ET UX TO CHARL
VOLUME 1439, PAGE 366, WCOPR

2.032 ACRES
BRIAN BAIRD, ET UX
TO KEVIN S. GODDARD, ET UX
VOLUME 962, PAGE 268, WCOPR

25.597 ACRES
BOYD BRADLEY NUTT & RONALD NUTT
VOLUME 933, PAGE 198, WCOPR

RESIDUE OF
141.709 ACRES
FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BRENHAM TO
DR. MICHAEL WIRTZ, ET UX,
VOLUME 677, PAGE 443, WCOPR

**FINAL PLAT
LIBERTY VILLAGE SUBDIVISION,
PHASE TWO**

BEING 47.788 ACRES
ESTABLISHING
RESERVE 'B' BEING 24.471 ACRES,
AND PHASE TWO BEING 23.317 ACRES,
CONSISTING OF COMMON AREA #4 BEING 3.228 ACRES,
COMMON AREA #5 BEING 0.108 ACRE,
AND 96 LOTS IN BLOCKS 8-10

IN THE PHILLIP COE SURVEY, A-31 &
ARRABELLA HARRINGTON SURVEY, A-55
WASHINGTON COUNTY, TEXAS

JOHNSON & PACE INCORPORATED
1201 NW LOOP 281, SUITE 100, LONGVIEW, TEXAS 75604
(903)753-0663 FAX (903)753-8803
WWW.JOHNSONPACE.COM
TBPLS 10025400
TBPE F-4691

Filename: F:\CollegeStation\4434_DR_Victoria\4434-003_DR_Victoria_Liberty_Village_Subs\CAD\B\INVENTORY\DWG\WNS\4434-003_PHASE_TWO_FINAL_PLOT.dwg, Printed: 11/11/2021 1:28:28 PM, Plot Device: HP DesignJet T7200ps HPCL32.Mpl, Page Setup: —, Plotted by: Mark Layne

NOTES:

1. BEARINGS AND COORDINATES ARE BASED UPON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE.
2. ALL PUBLIC EASEMENTS DENOTED ON THIS PLAT ARE HEREBY DEDICATED TO THE USE OF THE PUBLIC FOREVER. ANY PUBLIC UTILITY, INCLUDING THE CITY OF BRENHAM, SHALL HAVE THE RIGHT AT ALL TIMES OF INGRESS AND EGRESS TO AND FROM AND UPON SAID EASEMENTS FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTION, INSPECTION, PATROLLING, MAINTAINING AND ADDING TO OR REMOVING ALL OR PARTS OF ITS RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE PERMISSION OF THE PROPERTY OWNER. ANY PUBLIC UTILITY, INCLUDING THE CITY OF BRENHAM, SHALL HAVE THE RIGHT TO MOVE AND KEEP MOVED ALL OR PART OF ANY BUILDING, FENCES, TREES, SHRUBS, OTHER GROWTHS OR IMPROVEMENTS THAT IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE OR EFFICIENCY OF ITS RESPECTIVE SYSTEMS ON ANY OF THE EASEMENTS SHOWN ON THIS PLAT. NEITHER THE CITY OF BRENHAM OR ANY PUBLIC UTILITY SHALL BE RESPONSIBLE FOR REPLACING OR REIMBURSING THE PROPERTY OWNER DUE TO REMOVAL OR RELOCATION OF ANY OBSTRUCTIONS IN THE PUBLIC EASEMENTS.
3. DISTANCES SHOWN ARE GRID DISTANCES. CONVERT TO SURFACE DISTANCES BY DIVIDING GRID DISTANCES BY THE SCALE FACTOR OF: 0.999983978.
4. ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAPS FOR WASHINGTON COUNTY, TEXAS, COMMUNITY - PANEL NO. 48477 0295 C, DATED AUGUST 16, 2011, THIS PROPERTY IS LOCATED IN FLOOD ZONE "X" - "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN".
5. (CM) INDICATES CONTROLLING MONUMENTS.
6. THE MINIMUM BUILDING SETBACK REQUIREMENTS PER ZONING ORDINANCE NO. 0-20-003 FOR THE ESTABLISHED PLANNED DEVELOPMENT DISTRICT ARE AS FOLLOW:
 - 6.1. SETBACKS: FRONT: 25' -- REAR: 20' -- SIDE: 7.5' -- SIDE STREET: 15'
7. PER ZONING ORDINANCE NO. 0-20-003:
 - 7.1. MINIMUM LOT AREA: 8,325 SQUARE FEET
 - 7.1.1. 40% OF PLATTED LOTS GREATER THAN/EQUAL TO 7,000 SQUARE FEET
 - 7.1.2. 60% OF PLATTED LOTS GREATER THAN/EQUAL TO 6,600 SQUARE FEET
8. BEFORE DEVELOPMENT OF A RESERVE TRACT, A PLAT OF THE TRACT SHALL BE SUBMITTED TO THE CITY FOR REVIEW AND APPROVAL ACCORDING TO THE DEVELOPMENT CODE OF THE CITY OF BRENHAM.
9. ALL COMMON AREAS TO BE MAINTAINED BY HOA AND SHALL BE FOR PUBLIC USE.
10. ALL OIL/GAS PIPELINES EASEMENTS WITH OWNERSHIP THROUGH THE SUBDIVISION HAVE BEEN SHOWN.
11. THE 10-FOOT PUE LOCATED ADJACENT TO THE LOCAL STREETS SHALL BE FOR THE USE BY THE CITY OF BRENHAM AND BLUEBONNET ELECTRIC COOPERATIVE AND THAT THE 5' ADJACENT TO THE R-O-W SHALL BE FOR CITY OF BRENHAM UTILITIES AND THE 5' FURTHEST INTO THE PROPERTY SHALL BE FOR BLUEBONNET ELECTRIC COOPERATIVE.
12. THE PURPOSE OF THIS FINAL PLAT IS TO SUBDIVIDE THIS 47.788 ACRES INTO 96 LOTS, 1 RESERVE TRACT, 2 COMMON AREAS, AND 3 BLOCKS.

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N85°55'35"E	203.35'
L2	N65°55'39"E	658.60'
L3	N65°55'34"E	50.00'
L4	N65°55'35"E	180.00'
L5	N65°55'35"E	50.00'
L6	N65°55'35"E	180.00'
L7	N65°55'35"E	50.00'
L8	N65°55'35"E	90.00'
L9	N24°04'25"W	596.30'
L10	S65°55'35"W	100.50'
L11	N23°48'36"W	165.00'
L12	N79°12'48"E	49.36'
L13	N86°43'07"W	60.80'

LINE TABLE		
LINE	DIRECTION	LENGTH
L14	S65°55'35"W	110.00'
L15	N75°27'20"W	10.08'
L16	N72°47'24"E	82.81'
L17	N65°30'25"E	302.34'
L18	N23°42'09"W	8.79'
L19	S72°07'54"W	124.76'
L20	N36°22'00"E	105.00'
L21	N36°22'00"E	100.07'
L22	N39°46'33"E	50.09'
L23	N53°37'59"W	92.58'
L26	S65°48'14"W	70.67'
L27	N36°22'01"E	64.69'
L28	N50°07'00"E	20.27'

LINE TABLE		
LINE	DIRECTION	LENGTH
L29	N50°07'00"E	29.04'
L30	N63°43'34"E	51.86'
L31	N36°22'01"E	64.69'
L32	N50°07'00"E	49.31'
L34	S24°04'25"E	90.00'
L35	S67°44'30"W	14.88'
L36	N45°50'35"W	405.01'
L37	N36°22'00"E	17.49'
L38	N53°37'59"W	92.58'
L39	N53°37'59"W	90.39'
L40	N20°29'12"W	74.54'
L41	N22°43'55"W	65.02'
L42	N63°43'34"E	51.86'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD
C1	096°10'04"	25.00'	41.96'	N86°04'23"E	37.21'
C2	024°10'18"	25.00'	10.55'	S33°45'26"E	10.47'
C3	114°30'14"	80.00'	159.88'	S78°55'23"E	134.57'
C4	025°24'57"	25.00'	11.09'	N56°31'59"E	11.00'
C5	090°00'00"	25.00'	39.27'	N65°45'33"W	35.36'
C6	070°31'44"	25.00'	30.77'	N14°30'19"E	28.87'
C7	250°31'44"	50.00'	218.63'	N75°29'41"W	81.65'
C8	090°00'00"	25.00'	39.27'	S24°14'27"W	35.36'
C9	090°00'00"	25.00'	39.27'	N65°45'33"W	35.36'
C10	115°32'09"	70.00'	141.15'	N78°31'37"W	118.43'
C11	025°32'09"	25.00'	11.14'	S56°28'23"W	11.05'
C12	093°34'45"	25.00'	40.83'	N63°58'11"W	36.44'
C13	006°53'37"	550.00'	66.17'	N20°37'37"W	66.13'
C14	090°00'00"	25.00'	39.27'	S20°55'35"W	35.36'
C15	022°03'07"	325.00'	125.09'	S54°54'01"W	124.32'
C16	090°00'00"	25.00'	39.27'	S65°45'33"E	35.36'
C17	090°00'00"	25.00'	39.27'	S24°14'27"W	35.36'
C19	086°25'15"	25.00'	37.71'	S26°01'49"W	34.23'
C20	090°00'00"	25.00'	39.27'	N24°14'27"E	35.36'
C21	090°00'00"	25.00'	39.27'	S69°04'25"E	35.36'
C22	020°58'14"	275.00'	100.65'	N55°26'28"E	100.09'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD
C24	090°47'55"	25.00'	39.62'	N00°26'37"W	35.60'
C26	082°29'34"	25.00'	35.99'	S85°07'14"W	32.96'
C31	064°54'58"	60.00'	67.98'	N78°18'04"W	64.40'
C34	090°00'00"	25.00'	39.27'	N65°45'33"W	35.36'
C35	006°59'57"	500.24'	61.11'	S20°40'50"E	61.07'
C37	090°00'00"	25.00'	39.27'	S69°04'25"E	35.36'
C38	090°00'00"	25.00'	39.27'	N20°55'35"E	35.36'
C39	090°00'00"	25.00'	39.27'	S69°04'25"E	35.36'
C40	090°00'00"	25.00'	39.27'	N20°55'35"E	35.36'
C42	089°59'59"	25.00'	39.27'	S08°37'59"E	35.36'
C43	090°00'00"	25.00'	39.27'	S69°04'25"E	35.36'
C44	097°47'25"	25.00'	42.67'	N85°15'43"E	37.68'
C45	082°12'35"	25.00'	35.87'	N04°44'17"W	32.87'
C46	064°54'58"	25.00'	28.33'	N78°18'04"W	26.83'
C47	090°00'00"	25.00'	39.27'	S24°14'27"W	35.36'
C48	090°00'00"	25.00'	39.27'	S65°45'33"E	35.36'
C49	064°54'58"	70.00'	79.31'	S78°18'04"E	75.14'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD
C50	023°23'03"	50.00'	20.41'	S65°19'30"E	20.27'
C51	137°07'03"	70.00'	167.52'	S08°27'30"E	130.31'
C52	089°59'59"	25.00'	39.27'	N08°37'59"W	35.36'
C53	021°31'53"	50.00'	18.79'	S49°20'05"W	18.68'
C54	029°33'34"	315.00'	162.51'	N51°08'48"E	160.72'
C55	027°21'26"	365.00'	174.28'	S52°14'52"W	172.63'
C56	090°00'00"	25.00'	39.27'	S69°04'25"E	35.36'
C57	090°00'00"	25.00'	39.27'	N20°55'35"E	35.36'
C58	090°00'00"	25.00'	39.27'	S20°55'35"W	35.36'
C59	109°13'32"	70.00'	133.44'	N11°18'49"E	114.14'
C60	019°13'32"	50.00'	16.78'	N33°41'11"W	16.70'
C61	093°35'13"	25.00'	40.84'	N22°43'11"E	36.44'
C62	086°05'58"	25.00'	37.57'	S67°07'24"E	34.13'
C63	003°35'13"	325.00'	20.35'	S67°43'11"W	20.34'
C64	003°54'02"	275.00'	18.72'	N67°52'36"E	18.72'
C65	090°00'00"	25.00'	39.27'	S20°55'35"W	35.36'

OWNERS STATEMENT:

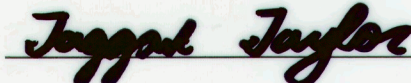
WE, CONTINENTAL HOMES OF TEXAS, L.P., OWNERS OF RESERVE 'A' AND 'B', LIBERTY VILLAGE SUBDIVISION, BEING THE PROPERTY SHOWN ON THIS PLAT AND DESIGNATED AS LIBERTY VILLAGE SUBDIVISION, PHASE TWO, IN WASHINGTON COUNTY, TEXAS, HEREBY DEDICATES TO THE USE OF THE PUBLIC FOREVER ALL STREETS, PARKS, UTILITY EASEMENTS UNLESS STATED AS PRIVATE AND PUBLIC PLACES HEREON SHOWN FOR THE PURPOSE AND CONSIDERATION HEREIN EXPRESSED.


PHILIP BARGAS
CONTINENTAL HOMES OF TEXAS, L.P.

ACKNOWLEDGMENTS:

STATE OF TEXAS §
COUNTY OF Brazos §
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 4 DAY OF November, 2021, BY
Philip Vargas
GIVEN UNDER MY HAND AND SEAL OF OFFICE

THIS THE 4 DAY OF November, 2021.


Juggal Taylor

NOTARY PUBLIC IN AND FOR TEXAS



COUNTY CLERK FILING ACKNOWLEDGEMENTS STATEMENT

THE STATE OF TEXAS §
COUNTY OF WASHINGTON §

I, BETH ROTHERMEL, CLERK OF THE COUNTY COURT OF WASHINGTON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS PLAT TOGETHER WITH ITS CERTIFICATES OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 4th DAY OF November, 2021, IN THE PLAT RECORDS OF WASHINGTON COUNTY, TEXAS IN VOLUME _____, PAGE 108-112A

BETH ROTHERMEL, COUNTY CLERK
WASHINGTON COUNTY, TEXAS

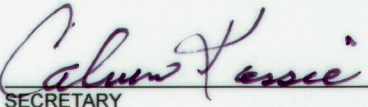
BY: 
DEPUTY

PLANNING AND ZONING COMMISSION APPROVAL

THIS PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF BRENHAM, TEXAS, WITH RESPECT TO THE PLATTING OF THE LAND AND IS HEREBY APPROVED BY THE COMMISSION.

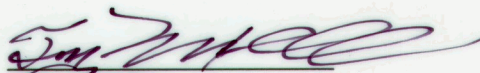
DATED THIS 26th DAY OF February, 2021.


CHAIRPERSON OF THE COMMISSION


SECRETARY

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THIS PLAT AS A REPRESENTATION OF A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION, BEING ALL OF A 47.788 ACRES, THAT IT REFLECTS THE FACTS AS FOUND AT THE TIME OF SAID SURVEY, AND THAT IT SUBSTANTIALLY CONFORMS TO THE CURRENT GENERAL RULES OF PROCEDURES AND PRACTICES, ESTABLISHED BY THE TEXAS BOARD OF PROFESSIONAL ENGINEERING AND LAND SURVEYING.


TROY MAXWELL
PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5585

OCTOBER 10, 2019
DATE



FINAL PLAT
LIBERTY VILLAGE SUBDIVISION,
PHASE TWO

BEING 47.788 ACRES
ESTABLISHING
RESERVE 'B' BEING 24.471 ACRES,
AND PHASE TWO BEING 23.317 ACRES,
CONSISTING OF COMMON AREA #4 BEING 3.226 ACRES,
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Regular City Council
AGENDA ITEM 17.

Agenda Item: Section 551.071 Texas Government Code - Consultation with Attorney - Consultation with City Attorney Regarding Aviators Plus, LLC v. City of Brenham, Texas; Cause No. 37896; 21st Judicial District Court, Washington County, Texas

Meeting Type: Regular Meeting-April 20, 2023

Department: Administration

Staff Contact: Carolyn Miller

SUMMARY STATEMENT:

To be discussed in Executive Session.

ATTACHMENTS:

None

RECOMMENDED ACTION:

No action - Executive Session discussion only.



Regular City Council
AGENDA ITEM 18.

Agenda Item: 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 Management Agency, and Associated Matters

Meeting Type: Regular Meeting-April 20, 2023

Department: Administration

Staff Contact: Carolyn Miller

SUMMARY STATEMENT:

To be discussed in Executive Session.

ATTACHMENTS:

None

RECOMMENDED ACTION:

No action - Executive Session discussion only.