NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, APRIL 6, 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 - City Manager Carolyn Miller**

3. **Service Recognitions**

   - **Robin Hutchens, Purchasing Department - 5 Years**

4. **Special Recognitions**

   - **Megan Gray - Animal Services Manager**

5. **Proclamations**
   - **Safe Digging Month**

6. **Citizens Comments**

CONSENT AGENDA

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

   7-a. Approve the Minutes from February 16, 2023 and March 2, 2023 Regular Meetings

PROCLAMATION

WHEREAS, Thousands of times each year, the underground infrastructure in Texas is damaged by those who do not have underground lines located prior to digging, resulting in service interruption, environmental damage, and threat to public safety; and

WHEREAS, In 2005, the Federal Communications Commission designated 811 to provide contractors and homeowners a simple number to contact utility operators to request the location of underground lines at the intended dig site; and

WHEREAS, The national 811 notification system is promoted in an effort to reduce these damages; and

WHEREAS, Damage prevention is a shared responsibility; by using safe digging practices, the contractors and homeowners of Brenham can save time and money and help keep our infrastructure safe and connected; and

WHEREAS, The City of Brenham encourages contractors and homeowners throughout Brenham and Washington County to always call 811 before digging; safe digging is no accident;

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

BRENHAM SAFE DIGGING MONTH

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

CITY OF BRENHAM TEXAS

Milton Y. Tate, Jr.

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

7-b. Approve a Noise Variance Request from the Texas Church Leaders for a National Day of Prayer Event to be Held on May 4, 2023, at the Washington County Courthouse Gazebo from 6:00 p.m. to 7:15 p.m.

7-c. Approve a Noise Variance Request from the City of Brenham and the Boys & Girls Club of Washington County for a Pop-up Play Day to be Held on May 20, 2023, at Jackson Street Park from 9:30 a.m. to 11:30 a.m.

7-d. Approve the Use of Seized Narcotic Funds for the City of Brenham Police Department for the Purchase of Confidential Telecommunication Records from T-Mobile, In the Amount of $200.00, and Authorize the Mayor to Execute Any Necessary Documentation

7-e. Approve the Use of Seized Narcotic Funds for the City of Brenham Police Department for the Purchase of Confidential Telecommunication Records from AT&T, In the Amount of $220.00, and Authorize the Mayor to Execute Any Necessary Documentation

7-f. Approve the Use of Seized Narcotic Funds for the City of Brenham Police Department for the Purchase of a Mini Claw Kit-2nd Generation from ICOR Technology, In the Amount of $4,890.00 and Authorize the Mayor to Execute Any Necessary Documentation

7-g. Approve the Use of Seized Narcotic Funds for the City of Brenham Police Department for the Purchase of 1 - TCCC/TECC Training Module 2-IFAKS from North American Rescue In the Amount of $3,611.53 and Authorize the Mayor to Execute Any Necessary Documentation

WORK SESSION

8. Presentation and Update on the City of Brenham's Housing Task Force

REGULAR SESSION

9. City Secretary's Certification of Unopposed Candidate for the City of Brenham's May 6, 2023 Special Election

Certificación del Secretario de la Ciudad del candidato sin oposición para la elección especial de la ciudad de Brenham del 6 de mayo de 2023

10. **Discuss and Possibly Act Upon an Order Declaring an Unopposed Candidate for the Position of Councilmember Place 3 - Ward 3 Elected to Office and Canceling the City of Brenham's May 6, 2023 Special Election**

    Discutir y Posiblemente Actuar Sobre Una Orden que Declara a un Candidato sin Oposición para el Puesto de Concejal Lugar 3 – Distrito 3 Elegido para el Cargo y Cancela la Elección Especial de la Ciudad de Brenham del 6 de Mayo de 2023

11. **Discuss and Possibly Act to:**

    a. **Rescind the March 2, 2023 Approval by the City Council to Purchase a RapidView IBAK Trailer Mounted Pipeline Inspection System for the City of Brenham's Wastewater Construction Department from Essential Equipment Through Sourcewell Contract No. 120721-RVL, in the Amount of $181,807.73; and**
    b. **Approve the Purchase of a RapidView IBAK Trailer Mounted Pipeline Inspection System for the City of Brenham's Wastewater Construction Department from Essential Equipment Through Sourcewell Contract No. 120721-RVl, in the Amount of $209,681.93; and**

    Authorize the Mayor to Execute Any Necessary Documentation

12. **Discuss and Possibly Act to:**

    a. **Rescind the March 2, 2023 Approval by the City Council of an Equipment Financing Proposal from the Bank of Brenham with a Five (5) Year Note at an Interest Rate of 4.95 Percent, for the Purchase of a RapidView IBAK Trailer Mounted Pipeline Inspection System for the City of Brenham's Wastewater Construction Department in the Amount of $181,807.73; and**
    b. **Approve an Equipment Financing Proposal from the Bank of Brenham with a Five (5) Year Note at an Interest Rate of 4.95 Percent, for the Purchase of a RapidView IBAK Trailer Mounted Pipeline Inspection System for the City of Brenham's Wastewater Construction Department in the Amount of $209,681.93; and**

    Authorize the Mayor to Execute Any Necessary Documentation

13. **Discuss and Possibly Act Upon a Professional Services Agreement Between the City of Brenham and Strand Associates, Inc. for Engineering Services Related to the 2023 Brenham Business Center Sanitary Sewer Extension and Authorize the Mayor to Execute Any Necessary Documentation**

14. Discuss and Possibly Act Upon the Approval of an Airport Project Participation Agreement (APPA) (Grant No. 2317BRENM) for the Construction Phase of an Airfield Lighting Project for the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation

15. Administrative/Elected Officials Report

- **Nextlink Fiber Installation Project**

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 salutary recognitions of public officials, public employees or other citizens; reminders about upcoming events organized or sponsored by the City; information regarding social, ceremonial, or community events organized or sponsored by a non-City entity that is scheduled to be attended by City officials or employees; and announcements involving imminent threats to the public health and safety of people in the City that have arisen after the posting of the agenda.

Adjourn

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

CERTIFICATION

I certify that a copy of the April 06, 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 03, 2023 at 12:45 p.m.

Jeana Bellinger, TRMC, CMC
City Secretary

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

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the _____ day of _____, 2023 at _____ AM PM.

_____ _____
Signature Title

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on Thursday, February 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 Shannan Canales
Councilmember Leah Cook
Councilmember Atwood Kenjura
Councilmember Adonna Saunders
Councilmember Albert Wright

Members Absent:

None

City of Brenham Staff present:

City Manager Carolyn Miller, City Attorney Cary Bovey, City Secretary Jeana Bellinger, 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, Budget Manager Tim McRoberts, Director of Finance Stacy Hardy, Police Chief Ron Parker, Human Resources Director Susan Nienstedt, Karen Stack, Kyle Branham, Cherry Cash Prewitt, Shawn Bolenbarr, Josh Daniels, Steven Eilert, and Tiffany Anderson

Citizens/Others Present:

Brian Fathauer, Charlie Pyle, Jeff Parra, Keith Hofmann, Cindy Wells, Mike Prewitt, Richard Neal, R.S. Hunter, Paul LaRoche, III, Debi & David Roberson, Jan Klingsporn, Cynthia Timpa, Samantha Medve, Ben Menjares, Blake Brannon, Dan Blalock, Jay T. Alexander, William Grubbs, Michael Fogel, Boo Christensen, and George & Helen Dillingham

Media Present:

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

1. Call Meeting to Order

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2. Invocation and Pledges to the US and Texas Flags – Councilmember Leah Cook

3. Citizens Comments

Sgt. Steven Eilert introduced new Brenham Police Officer Tiffany Anderson and advised that Cpl. Alex Saenz would be taking on some additional administrative responsibilities due to the recent retirement of Sgt. Todd Ashorn.

CONSENT AGENDA

4. Statutory Consent Agenda

4-a. Approve Ordinance No. O-23-006 on Its Second Reading Authorizing the Placement of a Stop Sign on Marjorie Street at Its Intersection with Atlow Drive

4-b. Approve a Contract Between the City of Brenham and the Lower Colorado River Authority (LCRA), in the Amount of $147,008.06, for Tree Trimming Services to be Provided by McCoy Tree Surgery, Inc. and Authorize the Mayor to Execute Any Necessary Documentation

4-c. Approve the Purchase of a F-750 Ford Chipper Truck for the City of Brenham's Electric Department from Altec Industries, Inc. Through Sourcewell Contract No. 110421-ALT, in the Amount of $121,305.00, and Authorize the Mayor to Execute Any Necessary Documentation

4-d. Approve an Equipment Financing Proposal from the Bank of Brenham with a Five-Year Note and an Interest Rate of 4.95 Percent, for the Purchase of a Ford F-750 Chipper Truck for the City of Brenham Electric Department in the Amount of $121,305.00, and Authorize the Mayor to Execute Any Necessary Documentation

4-e. Approve a Ground-Space Lease Agreement Between the City of Brenham and Matt Ryan Riefkohl for Hangar Space at the Brenham Municipal Airport (3311 Aviation Way) and Authorize the Mayor to Execute Any Necessary Documentation

A motion was made by Councilmember Canales and seconded by Councilmember Saunders to approve the Statutory Consent Agenda Items 4.a. thru 4.e. as presented.

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

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

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REGULAR SESSION

5. Discuss and Possibly Act Upon Resolution No. R-23-008 Providing for Support of Brenham Junction, LP's Submission of an Application to the Texas Department of Housing and Community Affairs Requesting 2023 Competitive Low Income Housing Tax Credit Program Funds for the Brenham Junction Development in Brenham, Washington County, Texas

Economic Development Director Susan Cates presented this item. Cates explained the continued need for workforce housing in Brenham. Cates stated that of Brenham's current 532 tax credit units 230 are for seniors, 226 are managed by the Brenham Housing Authority and only 76 units are available for workforce housing.

Cates introduced Michael Fogel with Trinity Housing Development. Fogel presented the following information about the development, Brenham Junction:

- Proposed location is on the north side of Hwy 290, across from Brenham Veterinary Hospital.
- Will have 48 units ranging from 1, 2 and 3 bedrooms. Fourteen units will be market rate; remaining 34 units will be income restricted.
- Non-senior property, open to all ages.
- No property tax abatement will be requested.

Councilmembers Saunders and Kenjura voiced their concerned about housing vouchers from outside of the Brenham, Washington County, area. Fogel explained that the development would be required by law to accept housing vouchers but did not think many would be presented for these units. Cates explained that vouchers coming from one housing development to another has to be agreed to by both the receiving and the departing housing authorities. Cates then invited Brenham Housing Authority Director Ben Menjares to speak to this topic.

Menjares explained that housing budgets are limited and if funds are not available at the receiving authority the departing authority would have to agree to pay for the tenant until the receiving authority's budget would have available funds. Menjares stated that situation is not typical; however Menjares added the Brenham Housing Authority receives about one to two requests each year but the requests are usually from the Texas area. Menjares stated that it is rare to receive requests from areas outside of Texas.

Mayor Pro Tem Kolby, a member of the Housing Task Force, shared a brief update on the issues the Task Force is working on:

- Market-based apartment projects and the economic reasons that some projects are on hold.
- Reviewed the residential housing study.
- Exploring container homes, smaller lots, duplexes, and zoning regulations.
- Types of government programs, tax credits, and public facility corporations

Kolby stated there was a meeting of the Task Force on Wednesday, February 15th and the Brenham Junction project was discussed; however, due to low attendance at the meeting, there was no definitive recommendations made.

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Mayor Tate asked for citizen comment. Citizens who addressed the City Council were Brian Fathauer, Richard Neal, and Blake Brannon. These citizens all spoke in opposition to the development and discussed the following concerns:

- Too much subsidized housing in Brenham, already exceed State average.
- Concerns with the impact on utilities.
- Developers are from outside investors and they benefit more than tenants.
- Cannot be limited to Brenham residents only.
- Disagree with tax abatement, for any purpose.
- Concerns that these projects may bring labor rates down.

A motion was made by Councilmember Canales and seconded by Councilmember Cook to approve Resolution No. R-23-008 providing support of Brenham Junction, LP's submission of an application to the Texas Department of Housing and Community Affairs requesting 2023 Competitive Low Income Housing Tax Credit Program Funds for the Brenham Junction Development in Brenham, Washington County, Texas.

Mayor Tate called for a vote. The motion failed with a 5-2 vote with Council voting as follows:

Mayor Milton Y. Tate, Jr.	**No**
Mayor Pro Tem Clint Kolby	**No**
Councilmember Shannan Canales	Yes
Councilmember Leah Cook	Yes
Councilmember Atwood Kenjura	**No**
Councilmember Adonna Saunders	**No**
Councilmember Albert Wright	**No**

6. Discuss and Possibly Act Upon Award of Bid for Project No. 2022-05 Related to the Brenham Family Park Main Creek Crossing and Authorize the Mayor to Execute Any Necessary Documentation

Public Works Director Dane Rau presented this item. Rau stated on January 26, 2023, City staff along with Strand Associates opened bids regarding the Brenham Family Park Creek Crossing. There were 13 bids submitted with the low bidder being KRPS Contractors, LLC from Spicewood, Texas. Rau explained that KRPS's references have been checked, addendums have been acknowledged and bid bond requirements have been met. Rau requested City Council approve the award of the bid to KRPS Contractors, LLC and stated that the cost for this project was being funded by BCDC.

A motion was made by Mayor Pro Tem Kolby and seconded by Councilmember Saunders to award bid for Project No. 2022-05 to KRPS Contractors, LLC, in the amount of $271,732.00, for the Brenham Family Park Main Creek Crossing and authorize the Mayor to execute any necessary documentation.

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

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

7. Discuss and Possibly Act Upon Final Payment to Carlson McClain for Project No. 2021-04 Related to the 2022 Henderson Park Pedestrian Bridges and Authorize the Mayor to Execute Any Necessary Documentation

Public Works Director Dane Rau presented this item. Rau stated on October 13, 2022, City Council awarded Bid No. 2021-04 to Carlson McClain Construction Company for the rehabilitation of two (2) Henderson Park pedestrian bridges. Rau stated a final walk through was conducted, the project is complete, and all documents have been received from the contractor. Rau requested Council approve final payment to Carlson McClain Construction Company, in the amount of $26,132.90 and noted the cost for this project was funded by BCDC during the 2021-22 budget year.

A motion was made by Councilmember Kenjura and seconded by Councilmember Wright to approve the final payment to Carlson McClain Construction Company for Project No. 2021-04 in the amount of $26,132.90 related to the 2022 Henderson Park Pedestrian Bridges and authorize the Mayor to execute any necessary documentation.

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

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

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8. Discuss and Possibly Act Upon Award of Bid 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

Deputy General Manager of Public Utilities Alton Sommerfield presented this item. Sommerfield stated on February 1, 2023 City staff and Strand Associates opened sealed bids for the construction phase of the Stone Hollow Pump Station Improvements. Sommerfield advised four (4) bids were received and the low bidder was Dudley Construction, LLC of College Station, Texas. Sommerfield noted the bid amount was $1,130,000.00 which includes a bid bond of 5%; and the project completion and ready for final payment within 270-days after Date of Commencement of Work. Based on reviews and information staff recommends awarding the bid for Project No. 2021-06-A to Dudley Construction in the amount of $1,130,000.00. Sommerfield stated this project will be funded out of the 2022 Certificates of Obligation.

Sommerfield also explained that this project is contingent on the City's successful closing of the property to be used for the relocation of the lift station. Sommerfield stated that the closing of the property is tentatively scheduled for February 27th and recommended Council award of the bid be contingent on the successful purchase and acquisition of the property

A motion was made by Councilmember Saunders and seconded by Councilmember Cook to award 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, contingent upon the City's successful acquisition of the property for the relocation of the lift station and authorize the Mayor to execute any necessary documentation.

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

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

9. Discuss and Possibly Act Upon Award of Bid for Project No. 2021-06- B Related to the 2022 Sanitary Sewer Improvements - Stone Hollow Force Main and Ralston Creek Gravity Sewer Crossing and Authorize the Mayor to Execute Any Necessary Documentation

Public Utilities Project Manager Shawn Bolenbarr presented this item. Bolenbarr stated on February 1, 2023, City staff and Strand Associates, Inc. opened a total of four (4) sealed bids for the 2022 Sanitary Sewer Improvements – Stone Hollow Force Main and Ralston Creek Gravity Sewer Crossing and D&S Contracting, Inc. submitting the lowest bid.

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Bolenbarr explained that Base Bid A (Ralston Creek Crossing) was $179,020.00 and Base Bid B (Stone Hollow Force Main and Gravity Sewer) was $754,912.00 for a combined bid of $924,932.00.

A motion was made by Mayor Pro Tem Kolby and seconded by Councilmember Saunders to award Project No. 2021-06-B related to the 2022 Sanitary Sewer Improvements – Stone Hollow Force Main and Ralston Creek Gravity Sewer Crossing to D&S Contracting, Inc., in the amount of $924,932.00, 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	Yes
Councilmember Leah Cook	Yes
Councilmember Atwood Kenjura	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

10. Discuss and Possibly Act Upon a Professional Services Agreement Between the City of Brenham and McCord Engineering, Inc. Related to the 2023 Lower Colorado River Authority (LCRA) Load Shedding Upgrade and Authorize the Mayor to Execute Any Necessary Documentation

Deputy General Manager of Public Utilities Alton Sommerfield presented this item. Sommerfield advised Council that Lower Colorado River Authority (LCRA) controls the load-shedding for the City as required by Electric Reliability Council of Texas (ERCOT). Sommerfield explained the winter storm URI heightened the need to improve how LCRA responds to load-shed events and that transformers used will be replaced with local feeder circuits for more efficient response.

Sommerfield explained that McCord Engineering will be providing the drawings to LCRA for the installation of load shed panels and the cost of the project is not to exceed $57,000 which will be reimbursed by LCRA.

A motion was made by Councilmember Saunders and seconded by Mayor Pro Tem Kolby to approve a Professional Services Agreement between the City of Brenham and McCord Engineering, Inc. related to the 2023 Lower Colorado River Authority (LCRA) Load Shedding Upgrade, in an amount not to exceed $57,000.00 and authorize the Mayor to execute any necessary documentation.

DRAFT

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

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

11. Discuss and Possibly Act Upon a License Agreement between the City of Brenham and Brenham Market Square, LP Related to the Construction of a Multi-Tenant Pylon Ground Sign and Authorize the Mayor to Execute Any Necessary Documentation

Development Services Director Stephanie Doland presented this item. Doland explained that Brenham Market Square has requested to construct and install a multi-tenant 35' pylon sign, to include Academy and Chick-Fil-A with space for additional tenants in the median of the Ryan Street right-of-way. Doland stated that since the sign will be located within the City's right-of-way a license agreement is required.

A motion was made by Mayor Pro Tem Kolby and seconded by Councilmember Saunders to approve a license agreement between the City of Brenham and Brenham Market Square, LP, related to the construction of a multi-tenant pylon ground sign and authorize the Mayor to execute any necessary documentation.

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

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

12. Administrative/Elected Officials Report

City Manager Carolyn Miller reported on the following:

- Washington County Chamber's Connect After Five will be held at the Margaret E. Blizzard Senior Activity Center starting at 4:00 p.m. February 16th
- Adam's Angels will host an Appreciation Celebration on February 23rd at 4:30 p.m. – 6:30 p.m. at the Kenjura Tile Training Center
- Washington County Day at the Capitol in Austin will be February 27th

DRAFT

Mayor Tate announced that the City Council would not adjourn into Executive Session.

EXECUTIVE SESSION

13. 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

14. 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

The meeting was adjourned.

_____
Milton Y. Tate, Jr.
Mayor

_____
Jeana Bellinger, TRMC, CMC
City Secretary

DRAFT

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on Thursday, March 2, 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 Pro Tem Clint Kolby
Councilmember Shannan Canales
Councilmember Atwood Kenjura
Councilmember Adonna Saunders
Councilmember Albert Wright

Members Absent:

Mayor Milton Y. Tate, Jr.
Councilmember Leah Cook

City of Brenham Staff present:

City Manager Carolyn Miller, City Attorney Cary Bovey, Deputy City Secretary Karen Stack, General Manager of Public Utilities Debbie Gaffey, Deputy General Manager of Public Utilities Alton Sommerfield, Director of Development Services Stephanie Doland, Director of Finance Stacy Hardy, Strategic Budget Officer Tim Roberts, Economic Director Susan Cates, Human Resources Director Susan Nienstedt, Kyle Branham, Cherry Prewitt, Shauna Laauwe, Kim Hodde, Cynthia Longhofer, Shawn Bolenbarr, Jerry Salvidar, Alex Saenz, Daniel Turner, Teresa Howell, Cindy Boyd, Nancy Stafford, JoAnne Hynes, Terry Fielder, and Angeline Howard

Citizens/Others Present:

Carol Collins, John Dowling, Michael & Candy Arth, Suseela Mamioi, Jon Davies, Ann McCulloch, Jerry McLennan, Tim Webb, John Gajeske, Shanan Gajeske, Cynthia Timpa, Cindy Wells, Eric Kolby, Deborah Kolber, Keith Hoffman, Bob Davis, William Grubbs, and Susanna Leonard

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 Shannan Canales

DRAFT

3. Service Recognitions

- Terry Fielder, Water Construction Department – 35 years
- Angeline Howard – 10 years

4. Citizens Comments

Carol Collins, Pastor John Dowling, Candy Arth, and Pastor Jon Davies addressed City Council voicing their concern with an event held at Floyd's Wine Lounge on Saturday, February 18, 2023.

Corporal Alex Saenz introduced new Police Officer Daniel Turner.

CONSENT AGENDA

5. Statutory Consent Agenda

5-a. Approve the Minutes from January 19, 2023 and February 2, 2023 Regular City Council Meetings

5-b. Approve a Noise Variance Request from the City of Brenham and Boys & Girls Club of Washington County for Pop-up Play Day to be Held on March 11, 2023, at Jerry Wilson Park from 10:00 a.m. – 12:00 p.m.

5-c. Approve the Purchase of a RapidView IBAK Trailer Mounted Pipeline Inspection System for the City of Brenham's Sewer Construction Department from Essential Equipment Through Sourcewell Contract No. 120721-RVL, in the Amount of $181,807.73, and Authorize the Mayor to Execute Any Necessary Documentation

5-d. Approve an Equipment Financing Proposal from the Bank of Brenham with a Five-Year Note and an Interest Rate of 4.95 Percent, for the Purchase of a RapidView IBAK Trailer Mounted Pipeline Inspection System for the Brenham Wastewater Construction Department in the Amount of $181,807.73, and Authorize the Mayor to Execute Any Necessary Documentation

A motion was made by Councilmember Canales and seconded by Councilmember Saunders to approve the Statutory Consent Agenda Items 5.a. thru 5.d. as presented.

Mayor Pro Tem Kolby called for a vote. The motion passed with Council voting as follows:

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

DRAFT

WORK SESSION

6. Discussion and Presentation of the FY2022-2023 First Quarter Financial Report

Strategic Budget Officer Tim McRoberts presented this item. McRoberts explained this item provides an update of the City's financial performance for the first quarter ending December 31, 2022 and advised Council that the General Fund, the Electric Fund, the Gas Fund, the Water Fund, the Wastewater Fund, the Sanitation Fund, and the Drainage Fund all experienced favorable actual to budget net revenues for the first quarter of FY22-23. McRoberts provided a brief update on each fund as follows:

- General Fund: First quarter net revenues were $3,615,440, which exceeded the budgeted net revenue of $0.00. In addition, first quarter operating expenditures were lower than budget appropriations by $633,048.
- Electric Fund: The Electric Fund posted an actual net first quarter income of $194,761 which was $222,459 favorable to the budgeted net loss of $27,698.
- Gas Fund: The Gas Fund posted actual net revenues of $8,767, which was favorable by $13,146 to a budgeted net loss of $4,379.
- Water Fund: The Water Fund posted first quarter net revenue of $635,692 which was favorable to projected net loss of $24,904 by $660,596.
- Wastewater Fund: The first quarter net revenue for the Wastewater Fund was $380,586.
- Sanitation Fund: The Sanitation Fund posted actual first quarter net increase of $157,617, compared to budget net loss of $32,884, a favorable variance of $190,500.
- Drainage Fund: The Drainage Fund posted actual first quarter net income of $113,456, which was a favorable to a budgeted net neutral position.

REGULAR SESSION

7. Discuss and Possibly Act Upon a Professional Services Agreement Between the City of Brenham and Kendig Keast Collaborative Related to the Development of a Brenham Family Park Small Area Plan and Authorize the Mayor to Execute Any Necessary Documentation

Development Services Director Stephanie Doland presented this item. Doland stated on June 24, 2022, the Tax Increment Reinvestment Zone Board (TIRZ) met and considered a special project and long-range planning document known as a Small Area Plan for a subject area around the Brenham Family Park, containing approximately 600 acres with various zoning classifications. Doland noted that the City of Brenham's Comprehensive Plan, produced by Kendig Keast Collaborative (KKC), recommended the completion of a Small Area Plan for this area, due to it being one of the last large developable tracts within the City.

DRAFT

Doland continued, during the summer of 2022 meeting of the TIRZ Board provided direction to staff to include the expense for a Small Area Plan in the fiscal Year 2022-2023 budget funded by TIRZ. The planning study is anticipated to be completed in seven months and is not to exceed $70,000.00 and includes is a sub-contract with Strand Associates to complete the engineering services associated with the project, including the design and alignment of the proposed extension of Blue Bell Road, which is shown on the City's adopted Thoroughfare Plan.

Doland introduced Gary Mitchell of KKC. Mitchell said that housing and transportation would be a major focus of this project, and the goal of their work would be to protect public investment and the private donation of land in the area.

Councilmember Kenjura asked whether this would be a public-private partnership with landowners in the area, or whether it is the intent for the City to own all six hundred acres. Doland clarified that the City is not planning to do any land acquisition. Stakeholders, including landowners, the City, and TxDOT will discuss issues such as zoning and traffic management. Mitchell added that while it would be ideal to have a single entity planning the future of the entire six hundred acres, this doesn't always happen, so KKC and the City will work with the private landowners to coordinate development.

A motion was made by Councilmember Kenjura and seconded by Councilmember Wright to approve a Professional Services Agreement between the City of Brenham and Kendig Keast Collaborative in an amount not to exceed $70,000.00 related to the development of a Brenham Family Park Small Area Plan and authorize the Mayor to execute any necessary documentation.

Mayor Pro Tem Kolby called for a vote. The motion passed with Council voting as follows:

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

8. Discuss and Possibly Act Upon an Amendment to the Election Services Contract Between the City of Brenham and Washington County Related to Election Responsibilities for the May 6, 2023 Election and Authorize the Mayor to Execute Any Necessary Documentation

Legal and Legislative Services Manager Karen Stack presented this item. Stack explained the Texas Election Code (Sec. 271.007) allows for the use of a single ballot in a joint election and that the Elections Administrator for Washington County has requested that there be only one, single, ballot for the May 6, 2023 election.

DRAFT

Stack stated that because the City is sharing a ballot with Blinn and BISD, the Election Services Contract between the City and Washington County needs to be amended. Stack advised Council that during a review of the Contract staff found a couple of minor errors that need to be corrected also.

A motion was made by Councilmember Canales and seconded by Councilmember Saunders to approve an amendment to the Election Services Contract between the City of Brenham and Washington County related to election responsibilities for the May 6, 2023 Election and authorize the Mayor to execute any necessary documentation.

Mayor Pro Tem Kolby called for a vote. The motion passed with Council voting as follows:

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

9. Administrative/Elective Officials Report

City Manager Carolyn Miller reported on the following:

- Arts and Appetizers Fundraiser at the Ant Street Inn benefiting BISD Education Foundation being held today from 5:30 p.m. to 7:30 p.m..
- The City will celebrate the 100th Anniversary of the Brenham Fire Department's 1923 American LaFrance Chemical Engine, Samanthe, on Saturday, March 4th from 10:00 a.m. to 2:00 p.m..
- Monday, March 6th Blinn College will celebrate its 140th Anniversary of service to the community during the Board of Trustees meeting.

Mayor Pro Tem Kolby announced that the City Council would pass on Executive Session Item 10.

Council adjourned into Executive Session at 2:07 p.m.

EXECUTIVE SESSION

10. 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

11. 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

DRAFT

12. Section 551.071 - Texas Government Code - Consultation with City Attorney and Section 551.072 - Texas Government Code - Deliberation Regarding Real Property - Consultation with City Attorney and Discussion Regarding the Barnhill Center at the Historic Simon Theatre, and Associated Matters

Executive Session adjourned 2:57 p.m.

RE-OPEN REGULAR SESSION

13. Discuss and Possibly Act Upon the Development, Operations, Funding and Possible Acquisition of the Barnhill Center at the Historic Simon Theatre and Associated Matters, and Authorize the Mayor to Execute Any Necessary Documentation

A motion was made by Councilmember Saunders and seconded by Councilmember Wright to authorize the City Manager to negotiate and execute any and all documents related to the development, operation, funding and possible acquisition of the Barnhill Center at the Historic Simon Theatre.

Mayor Pro Tem Kolby called for a vote. The motion passed with Council voting as follows:

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

The meeting was adjourned.

_____

Clint Kolby
Mayor Pro Tem

ATTEST:

_____

Karen Stack
Deputy City Secretary

DRAFT

Regular City Council
AGENDA ITEM 7-B.

Agenda Item: **Approve a Noise Variance Request from the Texas Church Leaders for a National Day of Prayer Event to be Held on May 4, 2023, at the Washington County Courthouse Gazebo from 6:00 p.m. to 7:15 p.m.**

Meeting Type: Regular Meeting-April 06, 2023

Department: Public Works

Staff Contact: JoAnne Hynes

SUMMARY STATEMENT:

The Texas Church Leaders are planning a National Day of Prayer to be held Thursday, May 4, 2023, from 6:00 p.m. to 7:15 p.m. Estimated attendance is 100 – 200 people. The event will take place at the Washington County Courthouse Gazebo. There will be prayer, praise, and singing. Due to the use of amplified sound, a noise variance is required. An Event Permit will be obtained from the Washington County Courthouse.

ATTACHMENTS:

(1) Noise Variance Request

RECOMMENDED ACTION:

Approve a Noise Variance request from the Texas Church Leaders for a National Day of Prayer Event to be held on May 4, 2023, at the Washington County Courthouse Gazebo from 6:00 p.m. to 7:15 p.m.

Noise Variance Request

For: National Day (Night) of Prayer

Name of sponsoring organization: Texas Church Leaders

Your Contact Information

Name: Billy Sutherland

Phone: 7137031246 **Email:** pastor@calvarybrenham.org

Event Details

Event Name: National Day (Night) of Prayer

Purpose: Celebration of National Day of Prayer with prayer, praise, and singing

Location: Courthouse Gazebo

Date: May 4, 2023

Time: 6:00 PM

Setup From: 5:00 PM **To:** 6:00 PM

Clean up From: 7:15 PM **To:** 7:30 PM

Types of activities planned and any additional information specific to this event: Prayer, Praise, Singing

Describe activities at this event that require the variance to the noise ordinance: Music Leader and Worship Team

Will you use sound amplification equipment? Yes

Cleanup Provisions: Our Crowd will be encouraged to leave the area cleaner than they found it - in the past, they have always complied

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:

Regular City Council
AGENDA ITEM 7-C.

Agenda Item: A**pprove a Noise Variance Request from the City of Brenham and the Boys & Girls Club of Washington County for a Pop-up Play Day to be Held on May 20, 2023, at Jackson Street Park from 9:30 a.m. to 11:30 a.m.**

Meeting Type: Regular Meeting-April 06, 2023

Department: Public Works

Staff Contact: JoAnne Hynes

SUMMARY STATEMENT:

This is a noise variance request from City Staff and Boys & Girls Club of Washington County for Pop-Up Play Day, which brings free outdoor play for all ages. The event will be held at Jackson Street Park on Saturday, May 20th, from 9:30 a.m. – 11:30 a.m. The free event promotes connecting kids and families to our local parks and will feature basketball, pickleball, kite making, lawn games, open play, snow cones and a demonstration from Wright Fitness. Staff plans to use a portable PA system for music and announcements throughout the event, therefore, a noise variance is required.

ATTACHMENTS:

(1) Noise Variance Request
(2) Pop Up Play Day Flyer

RECOMMENDED ACTION:

Approve a Noise Variance from the City of Brenham and the Boys & Girls Club of Washington County for a pop-up play day to be held on May 20, 2023, at Jackson Street Park from 9:30 a.m. to 11:30 a.m.

Noise Variance Request

For: POP UP PLAY DAY

Name of sponsoring organization: CITY OF BRENHAM AND BOYS & GIRLS CLUB OF WASHINGTON COUNTY

Your Contact Information

Name: TAMMY JASTER

Phone: 9793377246 **Email:** TJASTER@CITYOFBRENHAM.ORG

Event Details

Event Name: POP UP PLAY DAY

Purpose: FREE COMMUNITY EVENT PROMOTING LOCAL PARKS

Location: JACKSON STREET PARK

Date: MAY 20, 2023

Time: 930AM – 1130AM

Setup From: 8AM **To:** 930AM

Clean up From: 1130AM **To:** 1230PM

Types of activities planned and any additional information specific to this event: BASKETBALL, PICKLEBALL, KITE MAKING; LAWN GAMES; SNO CONES; OPEN PLAY; WRIGHT FITNESS DEMO

Describe activities at this event that require the variance to the noise ordinance: PORTABLE SPEAKER AND MICROPHONE

Will you use sound amplification equipment? Yes

Cleanup Provisions: ORGANIZERS WILL LEAVE THE PARK AS IT WAS FOUND

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

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

Approved by City Council on the day of , 2023

POP-UP PLAY DAY

CELEBRATING KIDS TO PARKS DAY

MAY 20 • 9:30 AM-2PM

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

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

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

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

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

More information at cityofbrenham.org/kidstoparksday

City of Brenham

NATIONAL PARK TRUST
KidstoParks.org

BOYS & GIRLS CLUB
OF WASHINGTON COUNTY

designed by freepik.com

Regular City Council
AGENDA ITEM 7-D.

Agenda Item: **Approve the Use of Seized Narcotic Funds for the City of Brenham Police Department for the Purchase of Confidential Telecommunication Records from T-Mobile, In the Amount of $200.00, and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Type: Regular Meeting-April 06, 2023

Department: Police Department

Staff Contact: Sgt. Klehm

SUMMARY STATEMENT:

The Brenham Police Department was conducting an on going investigation where phone information was court ordered for obtainment. This court ordered was apart of information and intelligence gathering regarding an ongoing criminal investigation. The cost to obtain the phone information was necessary for the investigation.

ATTACHMENTS:

(1) T-Mobile

RECOMMENDED ACTION:

Approve the use of seized narcotic funds for the City of Brenham Police Department for the purchase of confidential telecommunication records from T-Mobile in the amount of $200.00, and authorize the Mayor to executed any necessary documentation.

T-Mobile

T-Mobile USA, Inc.
ATTN: Law Enforcement Relations Finance
PO BOX 84445
SEATTLE, WA 98124-5745
Tax ID: 91-1983600
leainvoicing@t-mobile.com

Invoice Number:	**9518937713**
Date:	12/19/2022
Tracking ID:	4151767
Requester:	Brenham PD Sgt. Seth Klehm
Agency Ref Number:	BRP22-2296
Amount Due:	**$200.00**

LER Account Number: 1009257
BRENHAM POLICE DEPT
ATTN: ACCOUNTS PAYABLE
1800 LONGWOOD DR
BRENHAM, TX 77833-5243

Payment Terms: Payable immediately Due net — **Page No:** Page 1 of 1

Description	Target Number	Start Date	End Date	Quantity	Unit Price	Total
TOWER DUMP	30.163530, -96.399398	10/15/2022	10/15/2022	1	$25.00	$25.00
TOWER DUMP	30.160261, -96.391275	10/24/2022	10/24/2022	1	$25.00	$25.00
TOWER DUMP	30.198718, -96.349130	10/24/2022	10/24/2022	1	$25.00	$25.00
TOWER DUMP	30.148501, -96.384416	10/28/2022	10/28/2022	1	$25.00	$25.00
TOWER DUMP	30.160100, -96.393734	11/02/2022	11/02/2022	1	$25.00	$25.00
TOWER DUMP	30.160261, -96.391275	11/02/2022	11/02/2022	1	$25.00	$25.00
TOWER DUMP	30.200955, -96.349334	11/02/2022	11/02/2022	1	$25.00	$25.00
TOWER DUMP	30.160005, -96.398098	11/13/2022	11/13/2022	1	$25.00	$25.00
Total				**8**		**$200.00**

Make Checks Payable To/Remit To: T-Mobile USA Inc, Law Enforcement Relations Finance, PO BOX 84445, SEATTLE, WA 98124-5745
For billing or payment questions regarding this invoice, please email leainvoicing@T-Mobile.com
For any other Law Enforcement questions, please email lea.questions@T-Mobile.com

Regular City Council
AGENDA ITEM 7-E.

Agenda Item: **Approve the Use of Seized Narcotic Funds for the City of Brenham Police Department for the Purchase of Confidential Telecommunication Records from AT&T, In the Amount of $220.00, and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Type: Regular Meeting-April 06, 2023

Department: Police Department

Staff Contact: Sgt. Klehm

SUMMARY STATEMENT:

The Brenham Police Department was conducting an on going investigation where phone information was court ordered for obtainment. This court ordered was apart of information and intelligence gathering regarding an ongoing criminal investigation. The cost to obtain the phone information was necessary for the investigation.

ATTACHMENTS:

(1) AT&T

RECOMMENDED ACTION:

Approve the use of seized narcotic funds for the City of Brenham Police Department for the purchase of confidential telecommunication records from AT&T in the amount of $220.00, and authorize the Mayor to execute any necessary documentation.

Invoice Date: December 09, 2022

Invoice Number: 447201

Bill To:

BRENHAM PD 77833
SETH KLEHM
210 N PARK ST
BRENHAM TX 77833

E-mail: GLDC@ATT.COM

Fax: 1-888-938-4715

Tax ID Number - 91-1379052 / 84-1659970
D&B Number - 130598238 SUPO CAGE 3L6E3
UEI- E5FGYCH7UWL6

Invoice

LEA TRACKING NUMBER(S)

File Code

3576152

Court Issued Number: 22-12-00006

Component	Target Number	Description/Duration	Units/Days	Price	Amount
Processing Fee	7		1.0	$45.00	$45.00
Billed Units	7		7.0	$25.00	$175.00

Subtotal	**$220.00**
Payments Received	**- $0.00**
Total Due	**$220.00**

KEL

Regular City Council
AGENDA ITEM 7-F.

Agenda Item: **Approve the Use of Seized Narcotic Funds for the City of Brenham Police Department for the Purchase of a Mini Claw Kit-2nd Generation from ICOR Technology, In the Amount of $4,890.00 and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Type: Regular Meeting-April 06, 2023

Department: Police Department

Staff Contact: Sgt. Eilert

SUMMARY STATEMENT:

The department has ordered and is receiving an ICOR Mini-Caliber Robot that was approved by City Council and purchased under grant funding. This claw kit will allow the robot to be utilized at a greater capacity.

ATTACHMENTS:

(1) Invoice

RECOMMENDED ACTION:

Approve the use of seized narcotic funds for the City of Brenham Police Department for the purchase of a Mini Claw Kit-2nd Generation from ICOR Technology, in the amount of $4,890.00 and authorize the Mayor to execute any necessary documentation.

ICOR TECHNOLOGY
935 Ages Drive
Ottawa, ON K1G 6L3
CANADA
P: 613.745.3600
F: 613.745.3590
TF: 877.483.7978
www.icortechnology.com
sales@icortechnology.com

QUOTE

To
Steven Eilert
Brenham Police Department (TX)
1800 Longwood Drive
Brenham, Texas 77833

Tel: 979-337-1022
Fax:
Mobile:
Email: seilert@cityofbrenham.org

QUOTE NO.: QUO-07035-G3D5-0
EFFECTIVE FROM: 3/22/2023
EFFECTIVE TO: 6/22/2023
CURRENCY: US Dollar
SHIPPING METHOD: Ground
SHIPPING TERMS: FOB - DESTINATION
*DELIVERY DATE: 4 - 6 Weeks APO
PAYMENT TERMS: Net 30

QTY	P/N	DESCRIPTION	$/UNIT	LINE TOTAL
1.0	10003	Mini Claw Kit - 2ND Generation The 2nd generation claw attachment kit includes specially designed tools to augment the capabilities of the Mini-CALIBER® robot. Kit includes: key holder, PTZ camera extension to reach 9' (3m) high, box cutters, clothes cutter, extension poles, tire deflator, finger extension with porcelain tips, cutting hook, utility shears with ceramic blades, Cutabiner®, multiple effectors and hook & line accessories.	$4,805.00	$4,805.00
1.0	S&H	SHIPPING AND HANDLING	$85.00	$85.00
			TOTAL	$4,890.00

This is a quotation on the goods named, subject to the conditions noted below:
Unless otherwise provided: This quote is in US Dollars; shipping terms are EX WORKS for domestic and international shipments; all prices are exclusive of shipping costs, insurance, custom clearance and any applicable Taxes of any kind; all price quotations are valid for 90 days. Published list prices are subject to change without notice. Due to a policy of continuous product improvement, ICOR reserves the right to change specifications and appearance without notice. Please reference the invoice number on your cheque and remit to ICOR Technology Inc. 935 Ages Drive, Ottawa, Ontario K1G 6L3 Canada. The CALIBER® Robot (including the MK3, T5, Mini, and MK4) contains up to 35% US-source materials and are ITAR export license free and not subject to AECA or EAR regulations. The CALIBER® Robot is a Controlled Good, and requires an Export Permit for international shipping in accordance with the *Export and Import Permits Act (R.S.C., 1985, c. E-19)*. Failure to perform due to the action or inaction of the Government of Canada will be considered Force Majeure, and, ICOR is not responsible for any penalties, fees, liquidated damages, etc. **Some or all of the quoted items are eligible for purchase through GSA's Cooperative Purchasing Program and 1122 Program for State and Local Law Enforcement. Please consult with your purchasing department to determine the optimal purchasing vehicle and notify your ICOR Sales Representative to make any changes necessary. ICOR's GSA Contract Number is: GS-07F-0430V**
DISCLAIMER REGARDING DISRUPTER MOUNT CONFIGURATIONS: ICOR Technology is a robot manufacturer and do not make disrupters. The end-user must consult with the disrupter manufacturer for complete instructions on loading, operation, maintenance and firing procedures. ICOR recommends that the end-user takes disrupter training from the manufacture before firing the weapon off of the robot. USE AT OWN RISK. ANY POTENTIAL DAMAGES TO THE ROBOT AS A RESULT OF USING A DISRUPTER ARE NOT COVERED UNDER WARRANTY. AS PER ICOR 'S LIMITED WARRANTY, WARNING AND LIMITATION OF LIABILITY DOCUMENT, ICOR SHALL BE HELD HARMLESS TO ANY LOSS OR INJURY AS RESULT OF USING DISRUPTERS ON THE ROBOT.

NOTICE OF COVID-19 MANUFACTURING AND SHIPPING DELAY
The COVID -19 pandemic has posed unprecedented problems to the worldwide supply chain network, causing delays in the delivery of critical components needed to build CALIBER® robots. ICOR's top priority is to build and deliver robots according to the order acknowledgement's timelines; nevertheless, we cannot be held liable for delays caused by restricted air cargo capacity and overburdened global logistics networks.

To accept this quotation, sign here and return:

Signature Date

Regular City Council
AGENDA ITEM 7-G.

Agenda Item: **Approve the Use of Seized Narcotic Funds for the City of Brenham Police Department for the Purchase of 1 - TCCC/TECC Training Module 2-IFAKS from North American Rescue In the Amount of $3,611.53 and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Type: Regular Meeting-April 06, 2023

Department: Police Department

Staff Contact: Sgt. Eilert

SUMMARY STATEMENT:

The Brenham Police Department is wanting to obtain a Tactical Combat Casualty Care (TCCC) / Tactical Emergency Casualty Care (TECC) training modules - Individual First Aid Kit (IFAK). This training kit will allow the department who has certified instructors on staff trained by the Federal Law Enforcement Training Centers (FLETC) to conduct first aid hands on training with its Officer on first aid application. These training kits will allow Officers to train on proper tourniquet application, as well as begin first aid application to gun shot wounds and other injuries that can occur while in the line of duty. The price for the training module is $3,399.00 with the cost of $212.44 for Tax and Free Shipping. The total amount price of total cost is $3,611.53

ATTACHMENTS:

(1) TCCC/TECC Training Module 2

RECOMMENDED ACTION:

Approve the use of seized narcotic funds for the City of Brenham Police Department for the purchase of 1 - TCCC/TECC Training Module 2- IFAKS from North American Rescue in the amount of $3,611.53 and authorize the Mayor to execute any necessary documentation.

TCCC/ TECC TRAINING MODULE 2 - IFAKS

$3,399.09 Login or Apply for Discount Pricing

ITEM #: 85-0520
NSN #:

CARRYING OPTIONS:

Carry

This product requires Medical Device Authorization for purchase.

Quantity: 1

ADD TO CART

Please note that this item is currently experiencing delays due to inventory shortages. Please anticipate longer delivery times. We apologize for the inconvenience.

EMAIL ADD TO WISH LIST
SHARE

DESCRIPTION

The TCCC/TECC Modular Training System from North American Rescue provides all the necessary tactical medical and casualty extraction/evacuation equipment needed when teaching the PHTLS TCCC Certification required tasks for completing the Tactical Combat Casualty Care (TCCC) course. This system is available as a turnkey solution for training centers and educational institutions designed to equip up to twenty (20) students.

Module Two – IFAKs: Provides twenty training IFAKs for student use during trauma lanes or scenarios. Each IFAK contains the necessary equipment for initial TCCC/TECC care in an easy to attach modular carrying bag that can be worn as a drop-down leg rig attached to a belt with a quick-detach buckle system. The IFAK also has a removable belt and leg strap so it can be MOLLE attached to a vest as another carrying option. The kit contains 20 pre-packed TCCC Training IFAKs in a hard, wheeled case that allows for easy transport and storage.

Complete TCCC/ TECC Modular Training System (Set of three modules) available for purchase here

- Contains 20 pre-packed TCCC Training IFAKs for use by students during trauma lanes or training scenarios.
- Individual First Aid Kits (also available for separate purchase) come packaged in a self contained wheeled hard, case that allows for easy transport and storage.

SPECS

RELATED PRODUCTS

TCCC IFAK TRAINER

TCCC/ TECC MODULAR TRAINING SYSTEM

VIEW ALL PRODUCTS

© 2022 North American Rescue, LLC. All rights reserved. All training services are offered by NAR Training, LLC. Site last updated 09/23/2022.
Terms & Conditions | EULA/Terms of Use | Supplier Terms

Regular City Council
AGENDA ITEM 8.

Agenda Item: **Presentation and Update on the City of Brenham's Housing Task Force**

Meeting Type: Regular Meeting-April 06, 2023

Department: Development Services

Staff Contact: Stephanie Doland

SUMMARY STATEMENT:

Brenham City Council appointed a 24-member Housing Task Force (HTF) on July 21,2022. The Council's directive to the HTF was to review current conditions surrounding housing supply in Brenham, explore creative solutions and opportunities to strengthen our housing pipeline particularly for workforce housing, and make recommendations back to Council regarding initiatives to undertake and areas for further study.

The HTF met six times since July 21, 2022 and the attached report is the HTF's final work product.

ATTACHMENTS:

(1) Housing Task Force Final Report

RECOMMENDED ACTION:

Work Session item, no action

Brenham Housing Task Force
Report to City Council
April 6, 2023

Task Force Members:

Philip Bargas, DR Horton
Keith Behrens, Behrens Land Group, Planning & Zoning Commission
Susan Cates, Brenham | Washington County Economic Development Organization
Dara Childs, ARM River Builders
Boo Christenson, Hodde Real Estate
Stephanie Doland, City of Brenham Development Services
Artis Edwards, Multi-Family Property Owner, Planning & Zoning Commission
Rick Flammer, Brenham Housing Authority
Clay Gillentine, Brenham ISD
Stephen Grove, Stylecraft
Jason Jennings, Baylor Scott & White
Clint Kolby, City of Brenham Councilmember
Chris Malone, Germania Insurance
Ben Menjares, Brenham Housing Authority
Joe Merkley, Brenham Police Department (did not complete task force)
Carolyn Miller, City Manager
Kenya Mitchell, Multi-Family Property Owner
Joe Robertson, Blue Bell Creameries
Wesley Stolz, Washington County
Arlen Thielemann, Thielemann Construction, Board of Adjustment
John Turner, Blinn College (resigned from task force)
Randy Weidemann, Brenham EDF
Albert Wright, City of Brenham Councilmember
JD Young, Faith Mission

Brenham City Council appointed 24 members to the Housing Task Force (HTF) on July 21, 2022. The HTF met for six sessions as follows:

- August 31st: Current housing pipeline presentation, and discussion regarding the top priorities for the HTF

- October 12th: Presentation on the 2021 ResIntel Report that was prepared by Community Development Strategies, presented by Steven Spillette, CDS President

- November 16th: Presentation regarding the use of Shipping Containers for residential by Aundrick Richard with Kountry Containers

- December 14th: Presentation by Mark Mayfield with Texas Housing Foundation regarding alternatives for government programs for housing including Low Income Housing Tax Credit (LIHTC) Program and Public Facilities Corporations (PFC)

- February 15th: Participation in the Texas Economic Development Council's webinar "Groundbreaking Strategies to Solve the Housing Shortage in Your Community"

- March 22nd: Review of previous meetings and discussion regarding items for inclusion on the Report to City Council on April 6, 2023

Overall, the HTF agrees that the primary area of concern regarding housing in Brenham is for housing within the reach of our middle-income workforce. The target would be those households with a 60% - 80% Area Median Income (AMI). 2022 AMI for Washington County is $78,400 so the target is $47,040 to $62,720 for a family of four (information from the Texas Department of Housing and Community Affairs Income and Rent Limit Tool— included in this report as "Addendum A"). The HTF emphasizes that lower-income families, below 60% AMI are well served by Brenham Housing Authority. Families with incomes above 80% AMI are well served by market rate rentals or home builders currently in our market.

The following items represent the findings of the HTF regarding actions for City Council to consider and areas where further study may be warranted.

1. *Approve the changes to the R-2 Mixed Residential District as presented in "Addendum B" to this document (changes highlighted in red font):* These changes encourage developers to create "missing middle" housing by specifying where these types of housing are allowed by right within Brenham. Missing middle housing describes a range of multi-family or clustered housing types that are compatible in scale in the vicinity of single-family or transitional neighborhoods. Missing middle housing is intended to meet the demand for walkable neighborhoods, respond to changing demographics, and provide housing at different price points. The term "missing middle" is meant to describe housing types that were common in the pre-WWII United States such as duplexes, rowhomes, and courtyard apartments but are now less common and, therefore, "missing". Rather than focusing on the number of units in a structure, missing middle housing emphasizes scale and heights that may be appropriate for single-family neighborhoods or transitional neighborhoods (such as the R-2 District).

2. *Allow Duplexes and Twin Homes within the R-1 Residential Single-Family District with a Specific Use Permit:* As with item one, these changes encourage missing middle housing. However, the requirement for a Specific Use Permit will safeguard areas where such development may not be appropriate within an established neighborhood or adjacent properties.

3. *Remove the "homestead requirement" for Accessory Dwelling Units (ADU):* Currently the property owner must reside in either the primary residential unit or the ADU on a specific property. The requirement limits the opportunity for ADUs to owner-occupied properties when there may be additional rental properties that would be appropriate for ADU

development. Additional ADUs provide significant opportunity for rental property development for the target demographic with minimal impact on City resources as infrastructure is already in place. There is little concern from the HTF regarding dereliction of these properties as Brenham has an effective Code Compliance team and the owners must maintain the units if they want to keep them leased in a competitive market.

4. *Allow ADUs as a use by right within the R-2 Mixed Residential District:* As with item three, the HTF recommends removing barriers to development of ADUs that provide needed rental units at minimal impact on the neighborhood or City services.

5. *Activate the opportunity for development of second and third story residential units in Downtown Brenham through a TIRZ-funded grant program supporting life safety (fire suppression) improvements:* Item two in the City's Tax Increment Reinvestment Zone Number One Final Project and Finance Plan Exhibit G (attached as "Addendum C") is Downtown Health and Safety Improvements. The HTF recommends that a sub-committee research and propose a matching grant program for City Council approval that encourages Downtown property owners to install fire suppression systems that will activate the use of second and third story spaces as residential living units. The very real additional benefit is the protection of our irreplaceable historic downtown buildings. Several communities (Bryan and Denton for example) have established programs that should be reviewed as part of the sub-committee's work.

6. *Establish a sub-committee to work with BHA on their proposal for a solution to the workforce housing need:* BHA presented to the HTF a comparison report on the ability of market-rate, Low Income Housing Tax Credit (LIHTC), or Public Facilities Corporation (PFC) multi-family projects to cash-flow in our region's current construction cost and national interest rate market. While the opportunity includes use of a PFC to make the project workable, BHA suggests that they act as the compliance partner insuring through annual reporting that targets are met for reduced rental rates for our target demographic, and that the project would include Payment in Lieu of Taxes (PILOT) agreements for local governing entities included in the ground lease agreement between BHA and the private developer. The HTF recommends further study of this opportunity to work with BHA to develop an outline of the type of housing project that the City may support.

7. *Recognize that the use of LIHTC for additional units is not a priority for Brenham at this time, except for renovation or redevelopment of existing units:* Over the past three LIHTC application cycles, projects were proposed in Brenham. The projects were of varying type and location within the City. None of the projects received popular or political support and therefore did not receive the necessary "Letter of Support" to proceed as an application to TDHCA. The HTF recognizes that until the City is no longer classified as "2X Per Capita Units," LIHTC will not receive the necessary local support. Therefore, that direction should be clearly communicated by staff to developers proposing LIHTC projects. The developer may choose to pursue a project, but City resources should not

be expended to further such proposal. However, if existing units (BHA or otherwise) are eligible to use LIHTC to renovate or redevelop projects (ex. Park Lane Villas, Fairview Terrace), Council should consider support of the project.

8. *Establish and publish general guidelines where smaller lots are acceptable within a Planned Development:* The City has demonstrated willingness to allow smaller lot sizes within a Planned Development when balanced with larger lots and community amenities (ex. DR Horton's Liberty Village). The HTF recommends establishment of example guidelines on what types of amenities or ratios of varying lot sizes make a Planned Development project attractive to City Council. Whenever the risk is mitigated for the developer by an understanding of the process and required accommodations, developers become more willing to invest in a community with creative projects meeting the needs of our growing city. These written guidelines may be developed by Development Services staff, or as part of the Brenham Family Park Small Area Plan Working Group resulting in a workshop presentation with the Planning and Zoning Commission and City Council for consideration and support.

9. *Appoint a sub-committee to research use of special districts to expand residential opportunities and to report findings and recommendations back to City Council:* Throughout the State, Municipal Utility Districts (MUDs), Public Improvement Districts (PIDs), and Tax Increment Reinvestment Zones (TIRZ) are used to facilitate residential sub-divisions. The appointed sub-committee would research the types of special districts, the opportunities and limitations associated with each type, and provide a report back to City Council.

10. *Recognize that with the right developer, Chapter 380 and Chapter 381 agreements may be used to create a Public-Private Partnership to encourage the type of residential growth that the City would like to stimulate:* Chapter 380 (City) and Chapter 381 (County) are existing instruments within the Local Government Code that can be customized to allow public investment in private development and establish benchmarking criteria, compliance terms, and 'clawback' provisions that protect the public investment. No further work is necessary on this item at this time.

While the HTF also discussed:

- Regulations regarding Short-term Rentals;
- Grants or subsidies to mitigate the cost of land in Brenham;
- Restrictions regarding use of new technologies (3-D printing) or new materials (storage containers) for residential;

It was determined that there are no significant issues or obstacles that require City Council attention at this time.

This concludes the work and report of the Housing Task Force. The members of the HTF appreciate the opportunity to participate in this initiative.

"ADDENDUM A"

Texas Department of Housing and Community Affairs
Rent and Income Limits[1] (As of 9/15/2022)

Project:

Instructions:

(1) Choose the county in which your project is located.

(2) If your project is located within the boundaries of one of the designated places listed in the drop down menu then make the appropriate selection. If the location is not listed, then choose the "Not Listed" option.

(3) Please select the financing applicable for your project. Units financed with HOME, NSP, or tax exempt bonds and 4% tax credits are not eligible to use the National Non-Metro limits.

(4) Choose the date the first building in the project (as defined on line 8b of the 8609) was placed in service or for Texas Housing Trust Fund, the date of your LURA. For HOME, NSP, NHTF, TCAP-RF, or HOME-ARP, select "N/A."

(5) Select the date based on the execution date of your property's Carryover Agreement, Determination Notice or Subaward Agreement Date. For Texas Housing Trust Fund, select the date of your LURA. For HOME, NSP, NHTF, TCAP-RF, or HOME-ARP, select "N/A." See footnote 3 for more details.

PLEASE COMPLETE ALL FIELDS.

(1) County: Washington

(2) Place:[2] Brenham

(3) Financing: 9% Housing Tax Credits

(4) Project PIS Date: On or After 6/2/2022

(5) Carryover / Determination Notice / Subaward Agreement Date:
On or After 6/2/2022

INCOME LIMITS — **2022 Area Median Income:** $78,400

	Number of Household Members							
AMFI %	1	2	3	4	5	6	7	8
20	$ 10,980	$ 12,560	$ 14,120	$ 15,680	$ 16,940	$ 18,200	$ 19,460	$ 20,700
30	$ 16,470	$ 18,840	$ 21,180	$ 23,520	$ 25,410	$ 27,300	$ 29,190	$ 31,050
40	$ 21,960	$ 25,120	$ 28,240	$ 31,360	$ 33,880	$ 36,400	$ 38,920	$ 41,400
50	$ 27,450	$ 31,400	$ 35,300	$ 39,200	$ 42,350	$ 45,500	$ 48,650	$ 51,750
60	$ 32,940	$ 37,680	$ 42,360	$ 47,040	$ 50,820	$ 54,600	$ 58,380	$ 62,100
70	$ 38,430	$ 43,960	$ 49,420	$ 54,880	$ 59,290	$ 63,700	$ 68,110	$ 72,450
80	$ 43,920	$ 50,240	$ 56,480	$ 62,720	$ 67,760	$ 72,800	$ 77,840	$ 82,800
120	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

RENT LIMITS

	Number of Bedrooms					
AMFI %	0	1	2	3	4	5
20	$274	$294	$353	$407	$455	$502
30	$411	$441	$529	$611	$682	$753
40	$549	$588	$706	$815	$910	$1,004
50	$686	$735	$882	$1,019	$1,137	$1,255
60	$823	$882	$1,059	$1,223	$1,365	$1,506
65						
70	$960	$1,029	$1,235	$1,427	$1,592	$1,757
80	$1,098	$1,177	$1,412	$1,631	$1,820	$2,008

1. The Texas Department of Housing and Community Affairs (the "Department" or TDHCA") has posted to its website the 2022Income and rent limit tool. This tool was developed for use by TDHCA staff, primarily in the Compliance Division, to determine whether income and rent limits prescribed by law were being met, and the tool is being shared with the public solely as a courtesy. This tool is NOT to be considered as either a definitive or exclusive statement or application of law or as legal advice. Neither the tool itself nor any output from or conclusions drawn from the tool may be relied upon as conclusively correct information or used a defense to any contrary determination, finding, conclusion, or assertion by any relevant or cognizant oversight or enforcement entity (including TDHCA) of an applicable rent or income limit. Again, these are simply the income and rent limits that the Department expects to use when monitoring. It is anticipated that from time to time as the Department identifies aspects of the tool that it needs to amend, correct, or improve, it will do so, but the Department cannot and does not commit to providing notifications or changes to the tool as posted on its website or as used by TDHCA staff.

2. The "Place" field is used to determine whether the property is eligible to use the National Non-Metropolitan Median Income limits. Not all Places or Cities in Texas are shown. If you are located outside of the boundaries of a designated Place then select "Not Listed" even if your mailing address reflects the place name.

3. The 'Carryover / Determination Notice / Subaward Agreement Date' field is used to determine whether the property's gross rent floor is based upon a different set of income limits than those used to qualify tenants. For a competitive or 9% HTC property the execution date of the property's Carryover Agreement should

4. The 2022 Housing Tax Credit limits are effective 4/18/2022. The NSP income limits are effective 6/15/2022. The Community Planning Division (CPD) of HUD released the 2022 HOME Program income limits effective 6/15/2022 and rent limits that are effective for all new leases and lease renewals after 6/15/2022. The National Housing Trust Fund income and rent limits are effective 6/15/2022.

5. For Housing Tax Credit project(s) that place in service or execute a Carryover Agreement within 45 days after HUD releases the MTSP Income limits where the newly released limits reflect a decrease, IRS Revenue Ruling 94-57 allows the owner to rely on either limit.

§ 2. R-2 Mixed Residential District.

(Sec. 2.01) Purpose. The R-2 Mixed Residential District is established to protect and restore where necessary the integrity of historically residential neighborhoods. The R-2 Residential District will be characterized by the zoning requirements set forth in this section.

(Sec. 2.02) Permitted uses:

(1) Any permitted use in district "R-1."

(2) Cluster housing in accordance with cluster housing development provisions of the subdivision ordinance of the City of Brenham.

(3) Group residential uses as provided by state law, such as "family homes."

(4) Multifamily dwellings, including dormitories for students and fraternity or sorority houses, on sites of less than two (2) acres.

(5) Two-family dwellings or duplexes, but not including mobile homes or manufactured homes.

(6) Single-family attached dwellings, (townhouses) in accordance with townhouse development provisions of the subdivision ordinance of the City of Brenham.

(7) Zero lot line housing development, in accordance with zero lot line development provisions of the Subdivision Ordinance of the City of Brenham.

(8) Accessory buildings and uses, customarily incidental to the above uses and located on the same lot therewith, but not involving the conduct of a retail business.

(9) Twin homes. Single-family attached dwelling of two units on separate adjacent lots that share a common interior wall and property line. Each twin home unit is platted on a separate lot.

(Sec. 2.03) Specific uses:

(1) Accessory dwelling unit.

(2) Bed and breakfast house.

(3) Churches and related auxiliary uses, including educational or philanthropic uses.

(4) Country clubs or golf courses, but not including miniature golf courses, driving ranges or similar forms of commercial amusement.

(5) Multifamily development, including dormitories for students and fraternity or sorority houses, that meets the standard density requirements for the R-2 District, and that is proposed for a development site of two (2) acres or more.

(6) Private and accredited elementary and secondary schools.

(7) Retirement villages with site areas of two (2) acres or more.

(Sec. 2.04) Height regulations. No building shall exceed forty (40) feet or two and one-half (2-1/2) stories in height, except that a multifamily (apartment) building shall not exceed forty-five (45) feet or three (3) stories in height.

(Sec. 2.05) Area regulations

(1) Single-family detached units.

(A) Size of yards:

(i) Front yard. There shall be a front yard having a depth of not less than twenty-five (25) feet. Where lots have double frontage, running through from one street to another, the required front yard shall be provided on both streets.

(ii) Side yard. There shall be a side yard on each side of the lot having a width of not less than ten (10) feet. A side yard adjacent to a side street shall not be less than fifteen (15) feet.

(iii) Rear yard. There shall be a rear yard having a depth of not less than twenty-five (25) feet.

(B) Size of lot:

(i) Lot area. No building shall be constructed on any lot of less than seven thousand (7,000) square feet.

(ii) Lot width. The width of the lot shall not be less than sixty (60) feet at the front street building line, nor shall its average width be less than sixty (60) feet.

(iii) Lot depth. The average depth of the lot shall not be less than one hundred fifteen (115) feet, except that a corner lot, having a minimum width of not less than eighty (80) feet, may have an average depth of less than one hundred fifteen (115) feet, provided that the minimum depth is no less than ninety (90) feet.

(iv) Legally existing nonconforming lots. Where a legally existing lot having less area, width and/or depth than herein required existed under separate ownership upon the effective date of this ordinance, the above regulations shall not prohibit the erection of a one-family dwelling thereon, or a two-family dwelling on a lot containing not less than five thousand (5,000) square feet.

(C) Lot coverage: In no case shall more than fifty-five (55) percent of the total lot area be covered by the combined area of the main

buildings, accessory buildings and other impervious surfaces, excluding pools.

(2) Townhomes: Three (3) or more Single-family attached units

(A) Minimum site area. The minimum area for townhouse development shall be nine thousand (9,000) square feet.

(B) Size of yards:

(i) Front yard. There shall be a front yard having a depth of not less than twenty (20) feet, and a front yard [width] of not less than thirty (30) feet adjacent to all major streets.

(ii) Side yard. No side yard shall be required, except where contiguous townhomes are separated, a minimum of ten (10) feet shall be maintained between the separated units and on corner lots a minimum of fifteen (15) feet shall be maintained between the building line and the side lot line of the corner lot.

(iii) Rear yard. A rear yard of fifteen (15) feet shall be maintained for all attached townhome units, except that a rear yard of not less than twenty-five (25) feet shall be maintained where adjacent to a major street.

(C) Size of lots:

(i) Lot area. No building shall be constructed on any lot of less than three thousand (3,000) square feet.

(ii) Lot width. The width of the lot shall be not less than thirty (30) feet at the front street building line, nor shall its average width be less than thirty (30) feet.

(iii) Lot depth. The average depth of the lot shall not be less than one hundred (100) feet.

(iv) Legally existing nonconforming lots. Where a legally platted lot for townhomes having less area, width, and/or depth than herein required existed upon the effective date of this ordinance, the above regulations shall not prohibit the erection of a single family attached or detached unit thereon, provided the applicable setbacks as provided above shall be maintained.

(D) Lot coverage: In no case shall more than eighty (80) percent of the total lot area be covered by the combined area of the main buildings, and accessory buildings and other impervious surfaces, excluding pools.

(3) Duplexes: Two (2) Single-family attached units

(A) Minimum site area. The minimum area for a duplex development is six thousand (6,000) square feet.

(B) Size of Yards:

(i) Front yard. There shall be a front yard having a depth of not less than twenty-five (25) feet, and a front yard [lot width] of not less than sixty (60) feet.

(ii) Side yard. A minimum of ten (10) feet shall be maintained between the exterior building line and side lot line. On corner lots a side street setback of fifteen (15) feet shall be maintained between the building line and the side lot line of the corner lot.

(iii) Rear yard. A rear yard of twenty (20) feet shall be maintained for all attached home units, except that a rear yard of not less than twenty-five (25) feet shall be maintained where adjacent to a major street.

(C) Size of lots:

(i) Lot area. Duplex units shall not be constructed on any lot of less than six thousand five hundred (6,000) square feet.

(ii) Lot width. The width of the lot shall be not less than sixty (60) feet at the front street building line, nor shall its average width be less than sixty (60) feet.

(iii) Lot depth. The average depth of the lot shall not be less than one hundred (100) feet.

(D) Lot coverage: In no case shall more than eighty (80) percent of the total lot area be covered by the combined area of the main buildings, and accessory buildings and other impervious surfaces, excluding pools.

(4) Twin homes: Single-family attached units on individual lots

(A) Minimum site area. The minimum area for twin home development shall be six thousand (6,000) square feet.

(B) Size of Yards:

(i) Front yard. There shall be a front yard having a depth of not less than twenty-five (25) feet, and a front yard [lot width] not less than sixty (60) feet.

(ii) Side yard. A minimum of ten (10) feet shall be maintained between the

exterior building line and the side lot line. On corner lots, a minimum side street setback of fifteen (15) feet shall be maintained between the building line and the side lot line of the corner lot.

(iii) Rear yard. A rear yard of twenty (20) feet shall be maintained for all attached home units, except that a rear yard of not less than twenty-five (25) feet shall be maintained where adjacent to a major street.

(C) Size of lots:

(i) Lot area. No twin home unit shall be constructed on any lot of less than three thousand (3,000) square feet.

(ii) Lot width. The width of the lot shall be not less than thirty (30) feet at the front street building line, nor shall its average width be less than thirty (30) feet.

(iii) Lot depth. The average depth of the lot shall not be less than one hundred (100) feet.

(iv) Legally existing nonconforming lots. Where a legally platted lot for twin homes having less area, width, and/or depth than herein required existed upon the effective date of this ordinance, the above regulations shall not prohibit the erection of a single family attached or detached unit thereon, provided the applicable setbacks as provided above shall be maintained.

(D) Lot coverage: In no case shall more than eighty (80) percent of the total lot area be covered by the combined area of the main buildings, and accessory buildings and other impervious surfaces, excluding pools.

(5) Zero lot line (patio homes):

(A) Minimum site area. The minimum area for patio home development shall be twelve thousand (12,000) square feet.

(B) Size of yards:

(i) Front yard. There shall be a front yard having a depth of not less than twenty (20) feet.

(ii) Side yard. A side yard of ten (10) feet shall be maintained adjacent to one property line, except that a side yard where the side yard is adjacent to a plat boundary that is contiguous to a standard single-family subdivision, said side yard shall be ten feet. Adjacent to public streets, a side yard of not less than fifteen (15) feet is required.

(iii) Rear yard. A rear yard of fifteen (15) feet shall be maintained. There shall be a rear yard of not less than twenty-five (25) feet adjacent to all major streets.

(C) Size of lots:

(i) Lot area. No building shall be constructed on any lot of less than four thousand (4,000) square feet.

(ii) Lot width. The width of the lot shall not be less than forty (40) feet at the front of the building line nor shall its average width be less than forty (40) feet.

(iii) Lot depth. The average depth of the lot shall not be less than one hundred (100) feet.

(iv) Legally existing nonconforming lots. Where a legally platted lot for patio homes having less area, width, and/or depth than herein required existed upon the effective date of this ordinance, the above regulations shall not prohibit the erection of a single-family detached unit thereon, provided the applicable setbacks as provided above shall be maintained.

(D) Lot coverage. In no case shall more than sixty (60) percent of the total lot area be covered by the combined area of the main buildings, and accessory buildings and other impervious surfaces, excluding pools.

(E) Openings prohibited. Openings are prohibited on the zero-lot line side. The wall of the dwelling located on the lot line shall have no windows, doors, air conditioning units, or any other type of openings; provided, however, that atriums or courts shall be permitted on the zero-lot line side when the court or atrium is enclosed by three (3) walls of the dwelling unit and a solid wall of at least eight (8) feet in height is provided on the zero-lot line. Said wall shall be constructed of the same material as exterior walls of the unit.

(6) Multifamily units (apartments):

(A) Minimum site area. The minimum site for multifamily development shall be six thousand (6,000) square feet.

(B) Size of yards:

(i) Front yard. There shall be a front yard having a depth of not less than twenty-five (25) feet.

(ii) Side yard. There shall be a side yard of not less than fifteen (15) feet, including, but not limited to, side yards adjacent to public streets.

(iii) Rear yard. A rear yard of fifteen (15) feet shall be maintained. There shall be a rear yard of not less than twenty-five (25) feet adjacent to all major streets.

(C) Size of lots:

(i) Lot area. There shall be a minimum of two thousand (2,000) square feet of lot area per multifamily dwelling unit.

(ii) Lot width. The width of the lot shall not be less than fifty (50) feet at the front building line nor shall its average width be less than fifty (50) feet.

(iii) Lot depth. The average depth of the lot shall not be less than one hundred (100) feet.

(D) Lot coverage: In no case shall more than seventy-five (75) percent of the total lot area be covered by the combined area of the main buildings, and accessory buildings and other impervious surfaces.

Section 2.06 Parking regulations. Off-street parking spaces shall be provided in accordance with the applicable requirements for specific uses set forth in Part II, Division 1, Section 16 of this ordinance.

"ADDENDUM C"

Tax Increment Reinvestment Zone Number One, City of Brenham Texas
Final Project and Finance Plan

Exhibit G

Estimated Project Costs

Project No. [1]	Project [2]	Cost
1	Downtown Parking	1,000,000
2	Downtown Health and Safety Improvements	2,000,000
3	Downtown Hotel and Parking	15,000,000
4	Old Chappell Hill Road Improvements	1,100,000
5	Brenham Fire Station #2	3,100,000
6	Brenham Family Park	5,000,000
7	Extension of Blue Bell Blvd from James Nutt Blvd to SH 36	4,500,000
8	Extension of Chappell Hill Road to Blue Bell Road	500,000
		32,200,000

1) Project numbers correspond to Public Improvements shown on Exhibit E.
2) All estimated project costs are approximations subject to change.

Regular City Council
AGENDA ITEM 9.

Agenda Item: **City Secretary's Certification of Unopposed Candidate for the City of Brenham's May 6, 2023 Special Election**

Certificación del Secretario de la Ciudad del candidato sin oposición para la elección especial de la ciudad de Brenham del 6 de mayo de 2023

Meeting Type: Regular Meeting-April 06, 2023

Department: Administration

Staff Contact: Jeana Bellinger

SUMMARY STATEMENT:

As outlined in Section 2.052 of the Election Code, the authority responsible for having the official ballot prepared shall certify in writing that a candidate is unopposed. This certification shall be delivered to the governing body as soon as possible after the filing deadline.

ATTACHMENTS:

(1) City Secretary Certification

RECOMMENDED ACTION:

Accept the City Secretary's Certification of Unopposed Candidate for the City of Brenham's May 6, 2023 Special Election.

Certification of Unopposed Candidates
By the City Secretary

I, Jeana Bellinger, certify that I am the City Secretary of the City of Brenham and the authority responsible for preparing the ballot for the May 6, 2023 Special Election. I further certify that no person has made a declaration of write-in candidacy, and the following candidate is unopposed:

Candidate	**Office Sought**
Paul F. LaRoche, III	Councilmember Place Three (3), Ward Three (3)

City Secretary, City of Brenham

Dated this 6th day of April, 2023.

Certificación de Candidatos Sin Oposición
Por la Secretaria de la Ciudad

Yo, Jeana Bellinger, certifico que yo soy la secretaria de la ciudad de el municipio de Brenham y la autoridad responsable de preparar la boleta electoral para le elección de esta ciudad. Además certifico que ninguna persona ha hecho una declaración de candidatura por escrito, y que los siguientes candidatos están sin oposición:

Candidato	**Cargo Solicitado**
Paul F. LaRoche, III	Concejal Lugar Tres (3), Distrito Electoral Tres (3)

Secretaria de la Ciudad de Brenham

Fecha hoy de 6 día de Abril, 2023.

Regular City Council
AGENDA ITEM 10.

Agenda Item: **Discuss and Possibly Act Upon an Order Declaring an Unopposed Candidate for the Position of Councilmember Place 3 - Ward 3 Elected to Office and Canceling the City of Brenham's May 6, 2023 Special Election**

Discutir y Posiblemente Actuar Sobre Una Orden que Declara a un Candidato sin Oposición para el Puesto de Concejal Lugar 3 – Distrito 3 Elegido para el Cargo y Cancela la Elección Especial de la Ciudad de Brenham del 6 de Mayo de 2023

Meeting Type: Regular Meeting-April 06, 2023

Department: Administration

Staff Contact: Jeana Bellinger

SUMMARY STATEMENT:

As outlined in the Election Code, upon receipt of the City Secretary's Certification of Unopposed Candidate, the City Council must by order or ordinance declare the unopposed candidate elected to office.

The Elections Division of the Secretary of State's office interprets the unopposed candidate as being elected when they are issued the certificate of election after the prescribed election day (May 6, 2023). Unopposed candidates declared elected to office cannot take office until the regular canvassing of the election would have taken place. Therefore, the unopposed candidate will not take office and begin his official duty as Councilmember until he is sworn into office at the May 18, 2023 Council meeting.

ATTACHMENTS:

(1) Order Cancelling Special Election - English
(2) Order Cancelling Special Election - Spanish

RECOMMENDED ACTION:

Approve an Order declaring Paul F. LaRoche, III an unopposed candidate for the position of Councilmember Place 3 - Ward 3 and elected to office therefore canceling the City of Brenham May 6, 2023 Special Election.

ORDER

AN ORDER DECLARING UNOPPOSED CANDIDATES IN THE MAY 6, 2023 CITY OF BRENHAM SPECIAL ELECTION, ELECTED TO OFFICE; CANCELING THE ELECTION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Brenham, Texas is a home rule municipality located in Washington County, operating in accordance with the provisions of the Texas Local Government Code and created pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the City Secretary has certified in writing that no person has made a declaration of write-in candidacy, and that each candidate on the ballot is unopposed for election to office in the May 6, 2023 City of Brenham special election; and

WHEREAS, under these circumstances, Section 2.053, Subchapter C, Chapter 2, Texas Election Code, authorizes the City Council to declare the candidates elected to office and cancel the election;

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

Section 1: The following candidate is unopposed in the May 6, 2023 City of Brenham special election, declared elected to office, and shall be issued a certificate of election following the time the election would have been canvassed:

Councilmember	Place Three - Ward Three	Paul F. LaRoche, III

Section 2: The May 6, 2023 City of Brenham special election is canceled, and the City Secretary is directed to cause a copy of this Order to be posted on Election Day at each polling place that would have been used in the election.

Section 3: It is declared to be the intent of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Order are severable, and if any phrase, clause, sentence, paragraph, or section of this Order is declared invalid by the judgment or decree of a court of competent jurisdiction, the invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Order since the City Council would have enacted them without the invalid portion.

Section 4: This Order shall take effect upon its final passage, and it is so ordered.

Passed and approved on the 6th day of April, 2023.

_____
Milton Y. Tate, Jr.
Mayor

ATTEST:

_____
Jeana Bellinger, TRMC, CMC
City Secretary

ORDEN

UNA ORDEN QUE DECLARA CANDIDATOS SIN OPOSICIÓN EN LA ELECCIÓN ESPECIAL DE LA CIUDAD DE BRENHAM DEL 6 DE MAYO DE 2023, ELEGIDOS PARA EL CARGO; CANCELACIÓN DE LA ELECCIÓN; PROPORCIONAR UNA CLÁUSULA DE DIVISIBILIDAD; Y PROPORCIONAR UNA FECHA EFECTIVA

POR CUANTO, la ciudad de Brenham, Texas, es un municipio autónomo ubicado en el condado de Washington, que opera de acuerdo con las disposiciones del Código de Gobierno Local de Texas y creado de conformidad con la legislación habilitadora del Estado de Texas; y

POR CUANTO, el Secretario de la Ciudad ha certificado por escrito que ninguna persona ha hecho una declaración de candidatura por escrito, y que cada candidato en la boleta no tiene oposición para la elección al cargo en la elección especial de la Ciudad de Brenham del 6 de Mayo de 2023; y

POR CUANTO, bajo estas circunstancias, la Sección 2.053, Subcapítulo C, Capítulo 2, Código Electoral de Texas, autoriza al Concejo Municipal a declarar electos a los candidatos para el cargo y cancelar la elección;

AHORA, POR LO TANTO, EL CONCEJO MUNICIPAL DE LA CIUDAD DE BRENHAM ORDENA:

Sección 1: El siguiente candidato no tiene oposición en la elección especial de la ciudad de Brenham del 6 de Mayo de 2023, declarado electo para el cargo, y se le emitirá un certificado de elección después del momento en que se habría realizado el escrutinio de la elección:

Miembro del Concejo	Lugar Tres - Distrito Tres	Paul F. LaRoche, III

Sección 2: Se cancelan las elecciones especiales de la Ciudad de Brenham del 6 de Mayo de 2023, y se ordena al Secretario de la Ciudad que haga que se publique una copia de esta Orden el Día de las Elecciones en cada lugar de votación que se hubiera utilizado en las elecciones.

Sección 3: Se declara que es la intención del Concejo Municipal que las frases, cláusulas, oraciones, párrafos y secciones de esta Orden sean separables, y si alguna frase, cláusula, oración, párrafo o sección de esta Orden se declara inválida por sentencia o decreto de un tribunal de jurisdicción competente, la nulidad no afectará ninguna de las restantes frases, cláusulas, oraciones, párrafos o secciones de esta Orden ya que el Concejo Municipal las habría promulgado sin la parte inválida.

Sección 4: Esta Orden entrará en vigor a partir de su aprobación final, y así se ordene.

Pasado y Aprobado el 6 de Abril de 2023.

_____
Milton Y. Tate, Jr.
Alcalde

DAR FE:

_____
Jeana Bellinger, TRMC, CMC
Secretaria De La Ciudad

Regular City Council
AGENDA ITEM 11.

Agenda Item: **Discuss and Possibly Act to:**

a. **Rescind the March 2, 2023 Approval by the City Council to Purchase a RapidView IBAK Trailer Mounted Pipeline Inspection System for the City of Brenham's Wastewater Construction Department from Essential Equipment Through Sourcewell Contract No. 120721-RVL, in the Amount of $181,807.73; and**
b. **Approve the Purchase of a RapidView IBAK Trailer Mounted Pipeline Inspection System for the City of Brenham's Wastewater Construction Department from Essential Equipment Through Sourcewell Contract No. 120721-RVI, in the Amount of $209,681.93; and**

Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-April 06, 2023

Department: Public Utilities

Staff Contact: Alton Sommerfield

SUMMARY STATEMENT:

During the 2022-2023 budget process, Council approved the purchase of a replacement CCTV (closed-circuit television) and video equipment for the Sewer Construction Department in the amount of $225,000.00. Staff will use the system for maintenance inspection of pipe condition and aid in identifying problem sewer clogs.

On March 2, 2023, City Council approved the Purchase of a RapidView IBAK Trailer Mounted Pipeline Inspection System for the City of Brenham's Sewer Construction Department from Essential Equipment through Sourcewell Contract No. 120721-RVL, Estimate No. 1989, in the amount of $181,807.73.

Essential Equipment submitted Contract No. 120721-RVL for the RapidView IBAK Trailer. The contract included two proposals with two separate prices, Estimate No. 1989 in the amount of $181,807.73 and Estimate No. 1386 in the amount of $209,681.93. After Council approval, it was determined that the incorrect proposal was submitted for Council approval.

Public Utilities is requesting Council rescind the previously approved proposal in the amount of $181,807.73 and approve Contract #120721-RVL, quote No. 1386 at a cost of $209,681.93. The alternate price will be $15,318.07 under the $225,000 Department's budget.

The increased total cost reflects the enhanced features including an improved remote-control tractor for the camera which allows the elevator chassis to raise the camera when inspecting large pipes. Also featured is the mounted transmitter that can be traced as it moves through the pipe and allows the operator to pinpoint the troubled area. This equipment has the same 12 months of technical support and 1-day equipment training by Essential Equipment. The RapidView IBAK Trailer Mounted Pipeline Inspection System has a 20-year life expectancy which Staff believes is worth the investment.

Sub Total $214,252.01

Discount $-8,570.08

Shipping $ 4,000.00

Total: $209,681.93

ATTACHMENTS:

(1) Trailer Photos
(2) Essential Equipment Proposal

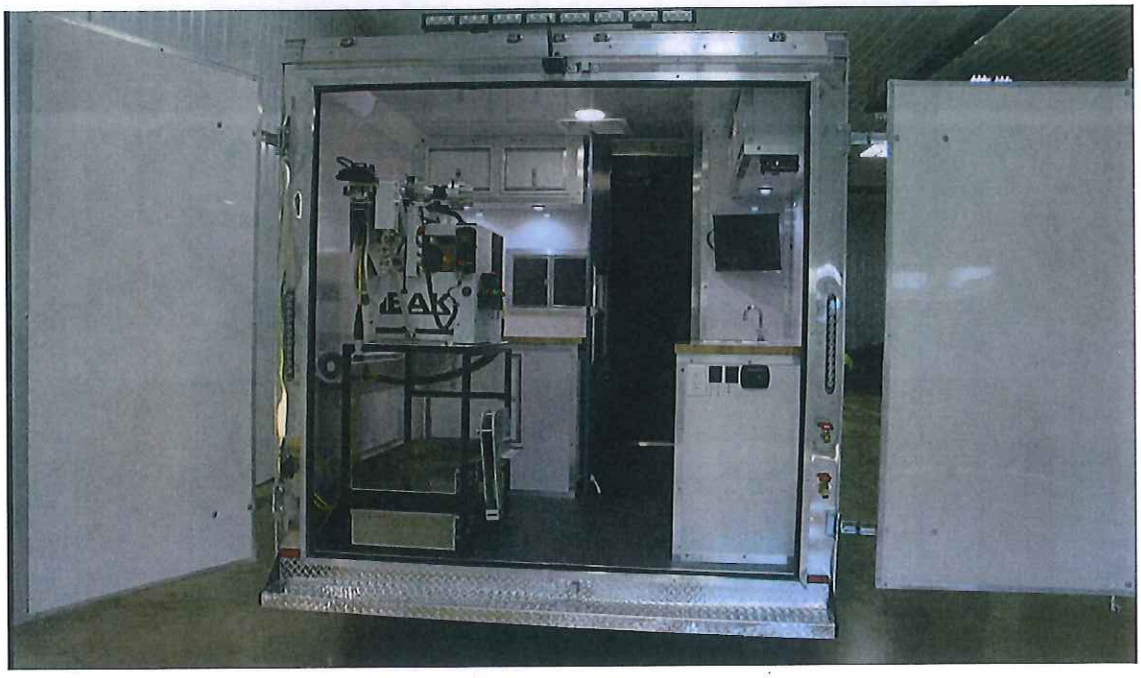
RECOMMENDED ACTION:

Rescind the March 2, 2023 approval by City Council to purchase a RapidView IBAK Trailer Mounted Pipeline Inspection System for the City of Brenham's Wastewater Construction Department from Essential Equipment through Sourcewell Contract No. 120721-RVL, in the amount of $181,807. 73; and

Approve the purchase of a RapidView IBA Trailer Mounted Pipeline Inspection System for the City of Brenham's Wastewater Construction Department from Essential Equipment through Sourcewell Contract No. 120721-RVL, in the amount of $209,681.93; and authorize the Mayor to execute any necessary documentation.

Rapidview Premium Trailer Build

Dual axle trailer w/ Custom built



Full workspace with toolbox, storage, sink & step up bumper

Climate controlled studio for the operator

Comes with generator and custom enclosure

Sourcewell

Cooperative Purchasing - CONTRACT # 120721-RVL

Essential Equipment is a proud partner of Sourcewell Cooperative Purchasing. The process of utilizing this widely accepted purchasing co-op has never been easier and your Essential Equipment Sales Representative will happily guide you through the process.

The Bottom Line

HD System in Premium Trailer	T76HD Tractor w/ Electric Lift
Price:	$214,252.01
Sourcewell Discount	(-$8,570.08)
Shipping / Delivery	$4,000
Lifetime Training	$0
Total:	**$209,681.93**

title & registration not included

Nick Spano
Essential Equipment
President

Thank you for your time you have put into reviewing our proposal and thank you for giving Essential Equipment the opportunity to serve

The City of Brenham!

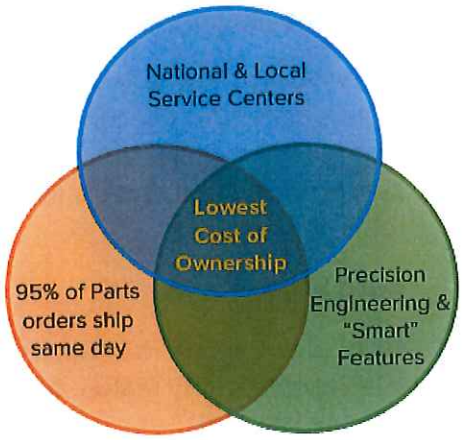
Because Your Success is ESSENTIAL

CCTV Inspection System Proposal

Essential Equipment is pleased to be able to provide this proposal for the purchase of a new RapidView IBAK Trailer Mounted Pipeline Inspection System

As the sole authorized dealer in the states of Texas & Oklahoma, our proposal is based on the RapidView/IBAK inspection system. Detailed specifications of the specific system designed to fit your individual needs are provided herein.

When compared to other systems, the IBAK and Essential Equipment partnership provides the best quality, value and service available in the marketplace.



Overview of Key Features & Benefits

ATC - Automatic Tilt Compensation

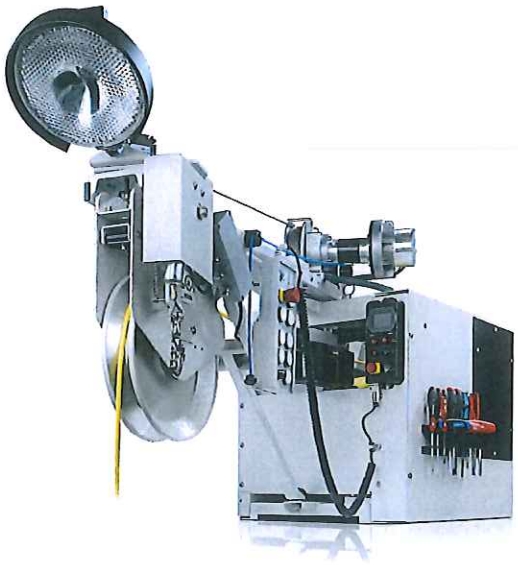
This feature detects when your tractor is not riding in the bottom of the pipe and automatically corrects it for you by reducing power to the wheels on either side of the tractor. This keeps the camera tractor in the invert of the pipe and protects it from rolling over.

Transmitter Installed in Tractor and Cameras

Utilizing any locator, you can locate the exact position and depth of the tractor and camera using different frequencies.

Auto Upright

The Camera comes with an auto-up righting or self-leveling feature standard allowing the operator to focus on the pipe and not constantly adjusting equipment, improving the overall inspection.



Built in safety with Air Pressure detection

The system is charged with dry air, no nitrogen or Co2 to purchase. The air is dried and pumped into the equipment using the provided pump. The air pressure is independently monitored in the tractor, camera and accessories. If any component of the system has reduced pressure it automatically alerts the operator with a visible alert at the controller and an audible tone. This feature also will shut the lights off on the tractor to discourage using the system when there is the potential of moisture ingress.

Truly Synchronized Reel

The only reel that detects the slack in the line and will not let the tractor back over the cable. There are no levers or clutches to engage this feature, simply back the tractor up and the synchronized reel detects the lack of tension in the cable and reels the cable in.

Auto Stop

The crawler will automatically start slowing down on the way back when it reaches 18ft. and at 15ft. the crawler will stop in its place. This is an awesome safety feature because it makes the operator re-focus on manually bringing the crawler back those last 15 ft.

Service and Support

Essential Equipment employs certified technicians and has two locations to keep your equipment working for you. In addition to our service centers in Houston and Oklahoma City, we offer on-site equipment repair using our Mobile Repair Unit.

Minimum 10 Year Parts Support

RapidView/IBAK manufactures 89% of the equipment in house including circuit boards. No third party. Let's say in 8 years you need a new circuit board, we will provide you with the newest technology.

12 Month Warranty

RapidView/IBAK features a 12 month warranty on all IBAK components. This warranty covers parts, labor and one-way shipping to repair all manufacturing defects.

We know you have choices in equipment vendors, so we took the time to make this proposal unique for The City of Brenham and specific for mainline inspection work. There are key features and equipment in this system chosen to **reduce downtime** and increase your yearly inspection footage.

ISO 9001 Certification

ISO 9001 specifies the requirements for a quality management system where an organization needs to demonstrate its ability to consistently provide product that meets customer and applicable regulatory requirements and aims to enhance customer satisfaction through the effective application of the system, including processes for continual improvement of the system and the assurance of conformity to customer and applicable regulatory requirements. The ISO9001 certification signifies a global benchmark in customer satisfaction, product quality, and leads to significant reduction in defect levels. The standard recognizes that the word "product" applies to services, processed material, hardware and software intended for, or required by your customer

All Ibak equipment is manufactured in an ISO9001 certified facility.

HD Orion Cameras - inspect 4" and up in **1080P Quality**

T66 / T76 Tractors for 4" to 60" pipe inspections

Fiber Optic Video Cable - Kevlar Reinforced 1640 Ft

Fully Synchronized and Motorized Cable Reel

BS7 Controllers for ease of control

Remote Camera Elevator for easy centering of camera

Rack-mounted Industrial grade PC

IKAS Mini Inspection Software

Essential Equipment LLC
21195 Blair Rd Building 17
Conroe, TX 77385 US
+1 7138290802
anne@essentialequipment.com
www.essentialequipment.com

ESSENTIAL EQUIPMENT

Estimate

ADDRESS	SHIP TO	SHIP VIA			
City of Brenham 1105 S. Austin Brenham, Tx 77833	City of Brenham 1105 S. Austin Brenham, Tx 77833		Delivery	ESTIMATE DATE EXPIRATION DATE	1386 01/26/2023 06/30/2023

SALES REP
Nick

PROJECT NAME
HD Prem. Trailer T76 Sourcewell

SKU	ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	MISC NOTES	Sourcewell Contract #120721-RVL $8,570.08 Sourcewell Discount shown at bottom	1	0.00	0.00T
V0494050	V0494050 ORION 3.0 Zoom HD	ORION 3.0 Zoom HD/SD Adaptive PAN & TILT CAMERA Pan, Tilt and Zoom for 4" and up May be used on tractor or pushrod Auto-uprighting, LED Lighting and 33 kHz Transmitter for locate High resolution and superior picture quality Laser diameter, deformation, defect and object measurement (third party software required - not included)	1	21,489.00	21,489.00T
904055000	904055000 Adapter 8 HD - 10 HD	Adapter 8 HD - 10 HD For plug-in installation of IBAK ORION 3 -for Camera Connection CB 3.2 S HD -for Camera Connection CC 2.1 HD -for Camera Connection CC 4.1 HD -for Camera Connection CC 5.1 HD	1	2,211.00	2,211.00T
V9040013	V9040013 T76/86 3.2 S HD Camera Base Mod	Includes transmitter (33kHz) AND (512Hz), required for HD cameras	1	6,521.04	6,521.04T
904116031	904116031 Remote Elevator T76/86	Remote Elevator T76/86	1	7,620.48	7,620.48T
V9049001	V9049001 T76 HD Tractor	Mainline tractor for use in pipelines 5" and up Zero turn radius, full steering with ATC (Auto Tilt Compensation) Includes lowering claw, toolset and 5"/6"/8"/10" wheelsets If using as a mainline crawler - requires V9040013 below T76 can be used as the chassis for the LISY 3.2 HD Extension Add the elevator to help in larger pipelines.	1	23,241.60	23,241.60T
V4011007	V4011007 RETRUS 2.0	Plugs in between tractor and cable providing rear picture.	1	5,994.00	5,994.00

	HD Back-Eye Camera for HD systems	LED Lighting, auto picture switch when reverse engaged.			T
901601040	901601040 - Pressure Test Set	901601040 Pressure Test Set	1	516.24	516.24T
904401491	904401491 Tungston Carbide Wheels 6"+	High-Traction Tungsten Carbide Wheels for 6" and up * For use with T76 / T86 / PANO2 Tractors * Large Grit * Uses Wheel Bolt 6002104	1	1,418.00	1,418.00 T
900410391	900410391 T76 Treaded Wheelset for 8" and up	T76 Treaded Wheelset for 8" and up (Brown/Hard)	1	1,247.00	1,247.00 T
	CLAWADAPTER	Adapter for poles to connect to tractor lift hook	1	225.00	225.00T
V1976007	V1976007 BS7 Control Unit (EDI)	BS7 Control Unit (EDI) -For operation of the camera and the tractor functions -For permanent installation in a vehicle in 19" technology -Separate control panel type BP7 (u-console) with color LCD display for status information, 2 joysticks, emergency stop, microphone for intercom -Video in and out, S-video out -Including data display generator and RS232 interface -Operating voltage 100/120/240 VAC +-10% -Integrated box A for extension kit -PANORAMO operation	1	33,383.00	33,383.0 0T
V8029020	V8029020 KW505 FO2 4K SYNC POWER REEL	KW505 FO2 4K Synchronized Power Cable Reel -Designed for use with 00/12 FO2 X2 fiber optic cable required for PANORAMO 4K systems -Synchronized cable payout and retraction -Automatic level wind -Requires vehicle installation -Includes remote control pendant and LED boom light -Distance counter with rear display -Holds up to 2000' on 00/12 FO2 X2 fiber optic cable -Includes integrated tractor lowering winch and control	1	37,422.00	37,422.0 0T
80071900	80071900 FO4 Camera Cable Type 00/12	FO4 HD Camera Cable Type 00/12 - 1640 ft	1	14,935.00	14,935.0 0T
904350020	904350020 Cable Deflection Pully KUV 2.7	Cable Deflection Pully KUV 2.7	1	737.64	737.64T
802617031	802617031 Cable Deflect Pulley KW305/505	Cable Deflect Pulley KW305/505	1	1,123.20	1,123.20 T
VZ000312	VZ000312 KW Reel Cabinet (Standard) with 3 sliding/locking aluminum drawers. (no LISY drum platform)	VZ000312 KW Reel Cabinet (Standard) with 3 sliding/locking aluminum drawers. (no LISY drum platform)	1	2,637.00	2,637.00 T
VZFPB-4	VZFPB-4 Pole Holder - Build Option	Fiberglass Pole holder	1	312.00	312.00T
STD-6	STD-6 Fiberglass Ext Poles 6ft	Fiberglass Ext Poles 6ft	1	887.00	887.00T
vz000762	vz000762 14x8 Premium Inspection Trailer	14x8 Premium Inspection Trailer	1	41,221.00	41,221.0 0T
	Onan EFI Gen Upgrade	Onan EFI Gen Upgrade	1	812.50	812.50T
Equip sales -	Additional office monitor	17" Monitor for Office	1	820.3125	820.31T

Monitor					
v0001017	V0001017 19" Industrial PC	These specifications or greater: Ruggedized Rack Mount Cabinet - Intel Quad Core Processor - 16 GB RAM - 256 GB Solid State Drive for Applications / OS - 2 TB Hard Drive for Data - DVD-R/CD-RW drive - Keyboard and Optical Mouse - Operating system Windows 10 Professional - 17" VGA LCD Monitor when purchased with vehicle conversion - NO Video Capture Device Included (to be supplied by software vendor)	1	3,640.00	3,640.00 T
V0001019	V0001019 VMC-7440 Encoder Board for video	V0001019 VMC-7440 Encoder Board for video Only sold for use with IKAS Evolution. If using a 3rd party software, please contact your software vendor. *APPROVAL FROM ISAAC OR REX IS NEEDED PRIOR TO SHIPPING	1	3,510.00	3,510.00 T
VSP00011	VSP00011 IKAS Mini	IKAS Mini For simple inspections no import/export or data interface not PACP compliant	1	2,160.00	2,160.00 T
	IKAS Mini Support	12 months of Technical Support for IKAS Mini Software	1	168.00	168.00T
	CCTV Equipment Training - 1 Day	Includes review of operation and maintenance of supplied equipment. Additional days of training can be added at $1750.00 per day. Training is no charge at RapidView's facility in Rochester, Indiana.	1	0.00	0.00T

SUBTOTAL	214,252.01
DISCOUNT	-8,570.08
TAX	0.00
SHIPPING	4,000.00
TOTAL	**$209,681.93**

Accepted By

Accepted Date

Regular City Council
AGENDA ITEM 12.

Agenda Item: **Discuss and Possibly Act to:**

a. **Rescind the March 2, 2023 Approval by the City Council of an Equipment Financing Proposal from the Bank of Brenham with a Five (5) Year Note at an Interest Rate of 4.95 Percent, for the Purchase of a RapidView IBAK Trailer Mounted Pipeline Inspection System for the City of Brenham's Wastewater Construction Department in the Amount of $181,807.73; and**
b. **Approve an Equipment Financing Proposal from the Bank of Brenham with a Five (5) Year Note at an Interest Rate of 4.95 Percent, for the Purchase of a RapidView IBAK Trailer Mounted Pipeline Inspection System for the City of Brenham's Wastewater Construction Department in the Amount of $209,681.93; and**

Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-April 06, 2023

Department: Finance

Staff Contact: Stacy Hardy

SUMMARY STATEMENT:

This is a companion item for the financing of a mounted pipeline inspection system for the City of Brenham Wastewater Construction Department as presented by Alton Sommerfield. In order to proceed with and fund this purchase, City Staff obtained three financing proposals (see below) for a five-year note with a principal amount of $209,681.93 and annual payments beginning in Fiscal Year 2023. Principal and interest payments are factored into the FY23 budget for the Wastewater Fund. The proposal offering the lowest interest rate is Bank of Brenham at 4.95%. We recommend the approval of the financing proposal with Bank of Brenham.

- Citizens State Bank 7.75%
- Brenham National Bank 7.0%
- Bank of Brenham 4.95%

ATTACHMENTS:

None

RECOMMENDED ACTION:

Rescind the March 2, 2023 approval by the City Council of an equipment financing proposal from the Bank of Brenham with a five (5) year note at an interest rate of 4.95 percent, for the purchase of a RapidView IBAK Trailer Mounted Pipeline System for the City of Brenham's Wastewater Construction Department in the amount of $181,807.73; and

Approve an equipment financing proposal from the Bank of Brenham with a five (5) year note at an interest rate of 4.95 percent, for the purchase of a RapidView IBAK Trailer Mounted Pipeline Inspection System for the City of Brenham's Wastewater Construction Department in the amount of $209,681.93; and authorize the Mayor to execute any necessary documentation.

Regular City Council
AGENDA ITEM 13.

Agenda Item: **Discuss and Possibly Act Upon a Professional Services Agreement Between the City of Brenham and Strand Associates, Inc. for Engineering Services Related to the 2023 Brenham Business Center Sanitary Sewer Extension and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Type: Regular Meeting-April 06, 2023

Department: Public Utilities

Staff Contact: Shawn Bolenbarr

SUMMARY STATEMENT:

The City of Brenham wishes to obtain a Professional Service Agreement from Strand Associates, Inc. for engineering services related to the 2023 Business Center Sanitary Sewer Extension. For and in consideration of the services rendered by Engineer pursuant to this Agreement, the City shall pay Engineer only for the actual services performed under the Scope of Services, on the basis set forth in Attachment "A" of the Agreement, up to and amount not to exceed $140,000, as identified in Attachment "A" of the Agreement. Please note that BCDC will provide the funding for this project.

The scope of work listed in this agreement is to provide design, bidding-related, and construction-related services for a new gravity sanitary sewer line that runs along and parallel to James Nutt Boulevard in the Brenham Business Center and a new package grinder pumping station near the intersection of James Nutt Boulevard and Blue Bell Road. The anticipated overall length of the gravity sanitary sewer and force main is approximately 3,800 linear feet.

We respectfully ask Council to approve the Professional Services Agreement between the City of Brenham and Strand Associates for the engineering services related to the 2023 Business Center Sanitary Sewer Extension in the amount set forth in Attachment "A" of the Agreement, up to and amount not to exceed $140,000.00.

ATTACHMENTS:

(1) PSA - Business Center SS

RECOMMENDED ACTION:

Approve a Professional Services Agreement between the City of Brenham and Strand Associates, Inc. for Engineering Services related to the 2023 Brenham Business Center Sanitary Sewer Extension, in an amount not to exceed $140,000.00 and authorize the Mayor to execute any necessary documentation.

PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
CITY OF BRENHAM
PROJECT NO. _____
2023 BUSINESS CENTER SANITARY SEWER EXTENSION

THE STATE OF TEXAS §
§
COUNTY OF WASHINGTON §

THIS AGREEMENT made on the _____ day of _____, 20___, entered into, and executed by and between the City of Brenham, Texas (the "City"), a municipal corporation of the State of Texas, and Strand Associates, Inc.® ("Engineer").

WITNESSETH:

WHEREAS, the City desires to extend sanitary sewer along James Nutt Boulevard towards Blue Bell road and construct a new grinder pump lift station, as further described in Part A of Attachment "A" (the "Project"); and

WHEREAS, the services of a professional engineering firm are necessary to provide land surveying, project design, preparation of construction documents, and bidding related and construction-related services, and

WHEREAS, the Engineer represents that it is fully capable and qualified to provide professional engineering services to the City;

NOW, THEREFORE, the City and Engineer, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

SECTION I
SCOPE OF AGREEMENT

Engineer agrees to perform certain professional engineering services as defined in Attachment "A" attached hereto and made a part hereof for all purposes, hereinafter sometimes referred to as "Scope of Services," and for having rendered such services, the City agrees to pay Engineer compensation as stated in Section VII.

SECTION II
CHARACTER AND EXTENT OF SERVICES

Engineer shall do all things necessary to render the engineering services and perform the Scope of Services with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license. It is expressly understood and agreed that Engineer is an Independent Contractor in the performance of the services agreed to herein. It is further understood and agreed that Engineer shall not have the authority to obligate or bind the City or make representations or commitments on behalf of the City or its officers or employees without the express prior written approval of the City. The City shall be under no obligation to pay for services rendered not identified in Attachment "A" without prior written authorization from the City.

SECTION III
OWNERSHIP OF WORK PRODUCT

Engineer agrees that the City shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by Engineer pursuant to this Agreement. The City shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, determinations, recommendations, computer files, and other documents prepared or acquired pursuant to this Agreement with the same force and effect as if the City had prepared or acquired the same. The City's use of any work product prepared by the Engineer for purposes other than for the intended project shall be at the City's sole risk and without liability to the Engineer.

SECTION IV
TIME FOR PERFORMANCE

The time for performance of the Scope of Services is through April 15, 2024, beginning from the execution date of this Agreement, which is anticipated the week of April 3, 2023. Upon written request of Engineer, the City Manager may grant time extensions to the extent of any delays caused by the City or other agencies with which the services must be coordinated and over which Engineer has no control.

SECTION V
COMPLIANCE AND STANDARDS

Engineer agrees to perform the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the applicable profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the services to be performed hereunder and Engineer's performance.

SECTION VI
INDEMNIFICATION

To the fullest extent permitted by Texas Local Government Code Section 271.904, Engineer shall and does hereby agree to indemnify, hold harmless and defend the City, its officers, agents, and employees against liability for damage caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Engineer, the Engineer's agent, consultant under contract, or another entity over which the Engineer exercises control.

SECTION VII
ENGINEER'S COMPENSATION

For and in consideration of the services rendered by Engineer pursuant to this Agreement, the City shall pay Engineer only for the actual services performed under the Scope of Services, on the basis set forth in Attachment "A," up to an amount not to exceed $140,000, as identified in Attachment "A."

SECTION VIII
TERMINATION

The City may terminate this Agreement at any time by giving written notice to Engineer. Upon receipt of such notice, Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to the Agreement. As soon as practicable after receipt of notice of termination, Engineer shall submit a sworn statement, showing in detail the services performed under this Agreement to the date of termination. The City shall then pay Engineer for such services performed under this Agreement as those services bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed designs, maps, studies, documents and other work product prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated.

SECTION IX
ADDRESSES, NOTICES AND COMMUNICATIONS

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to Engineer at the following address:

Strand Associates, Inc.®
1906 Niebuhr Street
Brenham, TX 77833
Attn: Kelly M. Hajek, P.E.

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to the City at the following address:

City of Brenham
P.O. Box 1059
Brenham, TX 77834
Attn: City Manager

SECTION X
LIMIT OF APPROPRIATION

Prior to the execution of this Agreement, Engineer has been advised by the City and Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the City shall have available only those sums as expressly provided for under this Agreement to discharge any and all liabilities which may be incurred by the City and that the total compensation that Engineer may become entitled to hereunder and the total sum that the City shall become liable to pay to Engineer hereunder shall not under any conditions, circumstances, or interpretations hereof exceed the amounts as provided for in this Agreement.

SECTION XI
SUCCESSORS AND ASSIGNS

The City and Engineer bind themselves and their successors and assigns to the other party of this Agreement and to the successors and assigns of such other party, in respect to all covenants of this Agreement. Engineer shall not assign, sublet, or transfer its interest in this Agreement without the written consent of the City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City or any public body which may be a party hereto.

SECTION XII
MODIFICATIONS

This instrument, including Attachment "A," contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. To the extent there is a conflict between the provisions of this Agreement and the provisions of Attachment "A," this Agreement shall control. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties hereto.

SECTION XIII
ADDITIONAL SERVICES OF ENGINEER

If authorized in writing by the City Manager, Engineer shall furnish, or obtain from others, Additional Services that may be required because of significant changes in the scope, extent or character of the portions of the Project designed or specified by the Engineer, as defined in Attachment "A." These Additional Services, plus reimbursable

expenses, will be paid for by the City on the basis set forth in Attachment "A," up to the amount authorized in writing by the City.

SECTION XIV
CONFLICTS OF INTEREST

Pursuant to the requirements of the Chapter 176 of the Texas Local Government Code, Engineer shall fully complete and file with the City Secretary a Conflict of Interest Questionnaire.

SECTION XV
PAYMENT TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

Invoices for Basic and Additional Services and reimbursable expenses will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to the City by Engineer at least monthly. Invoices are due and payable thirty (30) days after receipt by the City. Non-payment within 45 days of receipt of invoice by the City, may at Engineers option, result in suspension of services upon 5 days written notice to the City. Upon receipt of payment in full Engineer will resume services without liability to City for such suspension.

SECTION XVI
INSURANCE

Engineer shall procure and maintain insurance in accordance with the terms and conditions set forth in Attachment "B," for protection from workers' compensation claims, claims for damages because of bodily injury, including personal injury, sickness or disease or death, claims or damages because of injury to or destruction of property including loss of use resulting therefrom, and claims of errors and omissions.

SECTION XVII
MISCELLANEOUS PROVISIONS

A. This Agreement is subject to the provisions of the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code. The approval or payment of any invoice shall not be considered to be evidence of performance by Engineer or of the receipt of or acceptance by the City of the services covered by such invoice.

B. Venue for any legal actions arising out of this Agreement shall lie exclusively in the federal and state courts of Washington County, Texas.

C. This Agreement is for sole benefit of the City and Engineer, and no provision of this Agreement shall be interpreted to grant or convey to any other person any benefits or rights.

D. Engineer further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an

individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed in that manner in the United States.

IN WITNESS WHEREOF, the City of Brenham has lawfully caused this Agreement to be executed by the Mayor of said City and attested by the City Secretary and Strand Associates, Inc.®, acting by and through its duly authorized officer/representative, does now sign, execute, and deliver this instrument.

EXECUTED on this _____ day of _____, 20___.

ENGINEER:

STRAND ASSOCIATES, INC.®

Joseph M. Bunker 3/28/23

Joseph M. Bunker Date
Corporate Secretary

ATTEST:

CITY OF BRENHAM, TEXAS

Jeana Bellinger Date
City Secretary

Milton Y. Tate, Jr. Date
Mayor

ATTACHMENT "A"

PART A–SCOPE OF SERVICES

CITY OF BRENHAM
PROJECT NO. _____
2023 BUSINESS CENTER SANITARY SEWER EXTENSION

Description of Project

The Scope of Services is to provide design, bidding-related, and construction-related services for gravity sanitary sewer along and parallel to James Nutt Boulevard in the Brenham Business Center and a new package grinder pumping station near the intersection of James Nutt Boulevard and Blue Bell Road. The anticipated overall length of the gravity sanitary sewer and force main is approximately 3,800 linear feet.

A. Design Services

1. Attend an initial kickoff meeting with the City and perform data collection.

2. Perform up to 3,800 linear feet of topographic field survey along anticipated sewer and force main route and pump station site and prepare background drawings. Topographic survey will include location of overhead and marked underground utilities within survey limits as field marked through Texas 811 locate requests. Submit one iteration of Texas 811 locate requests for each project site; additional requests and subsequent surveys will be considered additional services.

3. Prepare and submit 30 percent and 90 percent design drawings (including title sheet, index sheet, plan and profile sheets [where applicable], and standard detail sheets) in accordance with City standards, technical specifications, bid form, and opinion of probable construction cost to review with City for one Construction Contract. The grinder pumping station is to be a package station and will be included in the technical specifications selected by City.

4. Prepare Bidding Documents using Engineers Joint Contract Documents Committee C-700 Standard General Conditions of the Construction Contract, 2013 edition, technical specifications, and engineering drawings for one Construction Contract.

5. Review preliminary regulatory permit requirements for Texas Commission on Environmental Quality (TCEQ) and meet with the City to review. Prepare and submit TCEQ Summary Transmittal Letter and assist City with obtaining permit.

B. Bidding-Related Services

1. Distribute Bidding Documents through CivCast and submit Advertisement to Bid to newspaper of City's choice for publishing. City shall pay newspaper directly for advertising.

2. Answer questions and prepare addenda during bidding, if necessary.

3. Attend bid opening, tabulate and analyze bid results, and assist City in the award of a Construction Contract.

4. Prepare up to two sets of Contract Documents for signature for the Construction Contract.

C. Construction-Related Services

1. Provide contract administration services including attendance at the preconstruction conference, review of contractor's shop drawing submittals, review of the contractor's periodic pay requests, attendance at construction progress meetings, periodic site visits, and participation in project closeout. Engineer's review of Payment Requests from contractor(s) will not impose responsibility to determine that title to any of the work has passed to City free and clear of any liens, claims, or other encumbrances. Any such service by Engineer will be provided through an amendment to this Agreement.

2. Perform one iteration of construction staking. Additional iterations of construction staking will be considered additional services.

3. Provide resident project representative for up to 200 hours of part-time observation of construction. In furnishing observation services, Engineer's efforts will be directed toward determining for City that the completed project will, in general, conform to the Contract Documents, but Engineer will not supervise, direct, or have control over the contractor's work and will not be responsible for the constructor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.

4. Provide record drawings in electronic format from information compiled from the contractor's records. Engineer is providing drafting services only for record drawings based on the records presented to Engineer by Contractor, and City. Engineer will not be liable for the accuracy of the record drawing information provided by contractor and City.

D. Services Not Provided

1. Hazmat soil testing/evaluation.
2. Wetland delineation.
3. Flood studies.
4. Archeological.
5. Land/easement procurement.
6. Design revisions after approval.
7. Services related to buried waste and contamination.
8. Geotechnical services for design and construction materials testing.

PART B–BASIS OF COMPENSATION AND REIMBURSABLE EXPENSES

CITY OF BRENHAM
PROJECT NO. _____
2023 BUSINESS CENTER SANITARY SEWER EXTENSION

The following represents the estimated maximum compensation for the scope of services documented in Attachment A, Part A of this Agreement. If services beyond those specifically identified are determined necessary during the Project, Engineer shall not proceed with those services until such time written approval of the scope and any additional fees are approved by the City Manager.

City shall compensate Engineer for Scope items A through C on a lump sum basis, not to exceed the amounts shown below.

Services	Fee
A. Design Services	$55,000
B. Bidding-Related Services	$12,500
C. Construction-Related Services	$72,500
Total	$140,000

ATTACHMENT "B"

INSURANCE

CITY OF BRENHAM
PROJECT NO. _____
2023 BUSINESS CENTER SANITARY SEWER EXTENSION

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Connie Easland
Ansay & Associates, LLC 2901 W Beltline Hwy, Suite 202 Madison WI 53713	PHONE (A/C, No, Ext): 608-828-0232 FAX (A/C, No): 608-831-4777 E-MAIL ADDRESS: connie.easland@ansay.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Co of America	25658
INSURER B : Travelers Indemnity Co of Connecticut	25682
INSURER C : The Travelers Indemnity Co.	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED STRAASS-01
Strand Associates, Inc.
910 W Wingra Drive
Madison WI 53715

COVERAGES **CERTIFICATE NUMBER:** 1404981141 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X 1,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC			P-630-1W455660-TIA-23	1/1/2023	1/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			BA-1W469615-23-43-G	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CUP-1W474601-23-43	1/1/2023	1/1/2024	EACH OCCURRENCE AGGREGATE 	$ 2,000,000 $ 2,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-1W473211-23-43-E	1/1/2023	1/1/2024	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Strand PN#: 3900.275 2023 Business Center Sanitary Sewer Extension

CERTIFICATE HOLDER

City of Brenham, Texas
PO Box 1059
Brenham TX 77834

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Connie Easland

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Continental Casualty Company — 20443
INSURED Strand Associates, Inc. 910 West Wingra Drive Madison, WI 53715	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** W28354720 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			113974097	07/11/2022	07/11/2023	Per Claim	$2,000,000
							Aggregate	$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Operations: Strand PN#: 3900.275

2023 Business Center Sanitary Sewer Extension

CERTIFICATE HOLDER

Brenham, Texas
PO Box 1059
Brenham, TX 77834

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SR ID: 23888167 BATCH: 2899207

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-996717

Date Filed:
03/21/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Strand Associates, Inc.
Brenham, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Brenham

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Strand Project No. 3900.275
Engineering Services for 2023 Business Center Sanitary Sewer Extension

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Strand Associates, Inc.	Brenham, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Joseph M. Bunker, and my date of birth is August 2, 1973.

My address is 910 West Wingra Drive (street), Madison (city), WI (state), 53715 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dane County, State of Wisconsin, on the 28 day of March (month), 2023 (year).

Joseph M Bunker
Signature of authorized agent of contracting business entity
(Declarant)

Regular City Council
AGENDA ITEM 14.

Agenda Item: **Discuss and Possibly Act Upon the Approval of an Airport Project Participation Agreement (APPA) (Grant No. 2317BRENM) for the Construction Phase of an Airfield Lighting Project for the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Type: Regular Meeting-April 06, 2023

Department: Airport

Staff Contact: Debora Pinto

SUMMARY STATEMENT:

On September 16, 2021, City Council approved Resolution Number R-21-024 in support of an Airfield Lighting Project. The project is currently described as construction services to replace the Medium Intensity Runway Lights (MIRL's) at Runway 16/34, replace and relocate the supplemental wind cone, replace the rotating beacon, lighting systems and electrical vault modifications; and replace airfield signage for Runway 16/34 and Taxiways at the Brenham Municipal Airport. The estimated design and construction costs were estimated at $800,000 with $100,000 estimated for the design phase and $700,000 estimated for the construction phase.

On November 9, 2021, an Airport Project Participation Agreement (APPA) was executed for the design phase of the project. The City's 10% local match for the design phase ($10,000) was funded using the American Rescue Plan Act (ARPA) Federal funds.

On November 17, 2022, TxDOT billed the City for 10% of the estimated construction costs ($70,000). TXDOT has now requested that the APPA for the construction phase be executed. Based on the bids received for the base bid and selected add alternates, the construction cost is now estimated at $866,667. To award the project, additional funds, in the amount of $166,166.67, were required. TXDOT agreed to add the FY 2023 Non-Primary Entitlement (NPE) Grant funds to the project. The NPE Grant is a 150,000 State $16,667 City (90/10) cost-share match per year.

The City's share of the estimated construction cost for this project is now $86,667. The City has already submitted $70,000 funds for this project, and TxDOT has invoiced the City for the additional $16,667. TxDOT has also requested execution of the APPA for TxDOT Project No. 2317BRENM whereby the City applies for federal assistance and states its desire to designate the State of Texas as the City's agent in matters connected to the project.

ATTACHMENTS:

(1) Airport Project Participation Agreement (APPA) 2317BRENM
(2) Invoice from TXDOT for the City's Additional Cost-Share Participation
(3) Resolution 21-024 TXDOT Grant for Airport Airfield Lighting Project

RECOMMENDED ACTION:

Approve the Airport Project Participation Agreement (APPA) (Grant No. 2317BRENM) for the construction phase of the Airfield Lighting Project for the Brenham Municipal Airport and the City of Brenham's cost-share in the grant funding (NPE) in the amount of $16,667.00 and authorize the Mayor to execute any necessary documentation.

TEXAS DEPARTMENT OF TRANSPORTATION

AIRPORT PROJECT PARTICIPATION AGREEMENT

(Federally Assisted Airport Development Grant)

TxDOT Project No.: 2317BRENM
Commission Approval: December 15, 2022
NPE Funds Applied: FY22 and 23
UEI: LR1CG7U24144
ALN: 20.106

Part I - Identification of the Project

TO: City of Brenham, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Agreement is made and entered into by and between the Texas Department of Transportation, (hereinafter referred to as the "State"), for and on behalf of the State of Texas, and City of Brenham, Texas, (hereinafter referred to as the "Sponsor").

The Sponsor desires to sponsor a project for the development of a public aviation facility, known or to be designated as the Airport under the Airport and Airway Improvement Act of 1982, as repealed and recodified in Title 49 United States Code, Section 47101 et seq., (hereinafter referred to as "Title 49 U.S.C."), and Rules, Regulations and Procedures promulgated pursuant to; and under V.T.C.A. Transportation Code, Title 3, Chapters 21-22, et seq. (Vernon and Vernon Supp).

The project is described as construction services to: replace medium intensity runway lights at Runway 16-34; replace wind cone, beacon and lighting systems and electrical vault; and replace signage and for Runway 16-34 and taxiways at Brenham Municipal Airport.

The Sponsor applies for federal financial assistance and desires the State to act as the Sponsor's agent in matters connected with the project described above.

The parties, by this Agreement, do fix their respective responsibilities, with reference to each other, with reference to the accomplishment of the project and with reference to the United States.

Pursuant to and for the purpose of carrying out the provisions of Title 49 U.S.C., and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in the Airport Project Participation Agreement and its acceptance of this Offer as provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the project and compliance with the assurances and conditions as herein provided, **THE TEXAS DEPARTMENT OF TRANSPORTATION, FOR AND ON BEHALF OF THE UNITED STATES, FEDERAL AVIATION ADMINISTRATION**

(HEREINAFTER REFERRED TO AS THE "FAA"), OFFERS AND AGREES to pay, as the United States share of the allowable costs incurred in accomplishing the project, ninety percentum of all allowable project costs. This grant is made on and subject to the following terms and conditions:

Part II - Offer of Financial Assistance

1. The allowable costs of the project shall not include any costs determined by the State to be ineligible for consideration as to allowability under Title 49 U.S.C., the V.T.C.A. Transportation Code, Title 3, Chapters 21-22, et seq., (Vernon and Vernon Supp), and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. §§ 241.001 et seq. (Vernon and Vernon Supp).

2. It is estimated that construction project costs will be approximately $866,667 (Amount A). It is further estimated that approximately $866,667 (Amount B) of the project costs will be eligible for federal financial assistance, and that federal financial assistance will be for ninety percent (90%) of the eligible project costs. Final determination of federal eligibility of total project costs will be determined by the State in accordance with federal guidelines following completion of project.

3. The maximum obligation of the United States payable under this offer shall be $780,000 (Amount C). Any financial participation over this amount is not guaranteed.

   This grant should not be construed as block grant funds for the Sponsor, but as a grant for funding of the scope items as listed on page one of this agreement. It is the intent of the State to provide funding to complete the approved work items of this grant and not to amend the scope of work to include items outside of the current determined needs of this project. Scope of work may be amended as necessary to fulfill the unforeseen needs of this specific development project within the spirit of the approved scope, subject to the availability of state, federal, and/or local funds.

4. It is estimated that the Sponsor's share of the total project costs will be $86,667 (Amount D). At project closeout, Sponsor will be reimbursed for any credited amounts that exceed Sponsor's share. The Sponsor specifically agrees that it shall pay any project costs, which exceed the sum of the federal share (Amount C). If the sponsor does not move forward with construction, they shall reimburse the state 100% of all costs under contract and/or expended at the point of notification that the project will not be completed.

   It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State in behalf of the Sponsor which are in excess of the federal percentage of financial participation as stated in Paragraph II-2. The State shall refund to the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor.

5. If there is an overrun in the eligible project costs, the State may increase the grant to cover the amount of overrun not to exceed the statutory limitations, and will advise the Sponsor by amendment of the increase. Upon receipt of the aforementioned amendment, the

maximum obligation of the United States is adjusted to the amount specified and the Sponsor will remit their share of the increased grant amount.

The State may decrease the agreement after completion of the describer scope. The Sponsor will be notified by letter of the decreased amount.

Participation in additional federally eligible costs may require approval by the Texas Transportation Commission. The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

Payment of the United States share of the allowable project costs will be made in accordance with the provisions of such regulations and procedures as the State and the FAA shall prescribe. Final determination of the United States share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. Sponsor's share of project costs (Amount D) shall be paid initially in cash when requested by the State. At project closeout, Sponsor will be reimbursed for any credited amounts that exceed Sponsor's share.

7. Sponsor, by executing this Agreement certifies, and upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs as stated. The Sponsor grants to the State and federal government the right, upon advance written request during reasonable and regular business hours, to audit any books and records of the Sponsor to verify the funds. In addition, the Sponsor shall disclose the source of all funds for the project and its ability to finance and operate the project.

   Following the execution of this Agreement and upon written demand by the State, the Sponsor's financial obligation (Amount D) shall be due and payable to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay said obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-7. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

8. Ban on Texting While Driving.

   a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

      1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

   a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

   b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

9. Trafficking in Persons.

A. The Sponsor, as the recipient, and the Sponsor's your employees, under this award, may not:

1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;

2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or

3. Use forced labor in the performance of the Grant.

B. The State as the awarding agency, may unilaterally terminate this Grant, without penalty, a Sponsor that is a private entity:

1. Is determined to have violated a prohibition in paragraph (a) of this condition; or

2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Condition through conduct that is either –

   a. Associated with performance under this Grant; or

   b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), as implemented by our agency at 2 CFR Part 1200.

3. The Sponsor must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Condition.

4. The State's right to terminate unilaterally that is described in paragraph (a) of this Condition:

   a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

   b. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.

10. Employee Protection from Reprisal.

1.Prohibition of Reprisals

a. In accordance with 41 U.S.C. § 4712, an employee of a State, Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:

i. Gross mismanagement of a Federal grant;
ii. Gross waste of Federal funds;
iii. An abuse of authority relating to implementation or use of Federal funds;
iv. A substantial and specific danger to public health or safety; or
v. A violation of law, rule, or regulation related to a Federal grant.

b. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:

i. A member of Congress or a representative of a committee of Congress;
ii. An Inspector General;
iii. The Government Accountability Office;
iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
v. A court or grand jury;
vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
vii. An authorized official of the Department of Justice or other law enforcement agency.

c. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

d. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

e. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

f. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

11. The Sponsor agree to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

12. Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the

United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

13. Build America, Buy America. The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

14. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    a. Verify the non-Federal entity is eligible to participate in this Federal program by:

        1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or

        2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

        3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

    b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., Sub-contracts).

    c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

15. The period of performance shall commence on the date the State executes this agreement. The end date of the period of performance is four years from the date of execution of the state.

PART III - Sponsor Responsibilities

1. In accepting the Agreement, the Sponsor guarantees that:

    a. it will comply with the Attachment A, Certification of Airport Fund, attached and made a part of this agreement; and

    b. it will comply with the Attachment B, Certification of Project Funds, attached and made a part of this Agreement; and

    c. it will comply with the Attachment E, Certification and Disclosure Regarding Potential Conflicts of Interest, attached and made a part of this Agreement; and

    d. it will comply with the Attachment F, Airport Assurances (5/2022), attached and made a part of this Agreement; and

    e. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the

State of Texas or the FAA in connection with the federal grant; and

f. the Airport or navigational facility which is the subject of this Agreement shall be controlled for a period of at least 20 years, and improvements made or acquired under this project shall be operated, repaired and maintained in a safe and serviceable manner for the useful life of said improvements, not to exceed 20 years; and

g. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without unjust discrimination between such types, kinds and classes and shall provide adequate public access during the term of this Agreement; and

h. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and

i. it shall not permit non-aeronautical use of airport facilities, unless noted on an approved Airport Layout Plan, without prior approval of the State/FAA. This includes but is not limited to: the process of land disposal, any changes to the aeronautical or non-aeronautical land uses of the airport, land's deeded use from non-aeronautical to aeronautical, requests of concurrent use of land, interim use of land, approval of a release from obligations from the State/FAA, any of which will require 18 months, or longer; and

j. through the fence access shall be reviewed and approved by the State; and

k. it will acquire all property interests identified as needed for the purposes of this project and comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State of Texas or the FAA in connection with the federal grant in the acquisition of such property interests; and that airport property identified within the scope of this project and Attorney's Certificate of Airport Property Interests shall be pledged to airport use and shall not be removed from such use without prior written approval of the State; and

l. the Sponsor shall submit to the State annual statements of airport revenues and expenses as requested; and

m. all fees collected for the use of an airport or navigational facility constructed with funds provided under the program shall be reasonable and nondiscriminatory. The proceeds of such fees shall be used solely for the development, operation and maintenance of the Sponsor's system of airport(s) or navigational facility(ites).

n. an Airport Fund shall be established by resolution, order or ordinance in the

treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund shall be submitted to the State. Such fund may be an account within another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in said Airport Fund and shall not be diverted to the general revenue fund or any other revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport or airport system purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent approval of a grant or loan, Sponsor has complied with the requirements of this subparagraph; and

o. for federally funded projects any revenue from airport property mineral rights be identified as airport revenue; deposited to the airport fund and used for airport operations; and

p. the Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.

q. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. §§241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless Sponsor can show that acquisition and retention of such interests will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to such subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State; and

r. it will provide upon request of the State, the engineering or planning consultant, and the FAA copies of any maps, plans, or reports of the project site, applicable to or affecting the above project; and

s. after reasonable notice, it will permit the State, the FAA, and any consultants and contractors associated with this project, access to the project site, and will obtain permission for the State, the FAA, and consultants and contractors associated with this project, to enter private property for purposes necessary to this project; and

t. all development of an airport constructed with program funds shall be consistent with the Airport Layout Plan approved by the State and maintained by the Sponsor. A reproducible copy of such plan, and all subsequent modifications, shall be filed with the State for approval; and

u. it shall take all steps, including litigation if necessary, to recover funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal and State funds have been expended. For the purposes of this grant agreement, the term "funds" means funds, however used or disbursed by the Sponsor or Agent that were originally paid pursuant to this or any other grant agreement. It shall obtain the approval of the State as to any determination of the amount of such funds. It shall return the recovered share, including funds recovered by settlement, order or judgment, to the State. It shall furnish to the State, upon request, all documents and records pertaining to the determination of the amount of the funds or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such funds shall be approved in advance by the State.

2. The Sponsor certifies to the State that it will have acquired clear title in fee simple to all property upon which construction work is to be performed, or have acquired a leasehold on such property for a term of not less than 20 years, prior to the advertisement for bids for such construction or procurement of facilities that are part of the above project, and within the time frame of the project, a sufficient interest (easement or otherwise) in any other property which may be affected by the project.

3. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting said claim or liabilities which might be imposed on the State as the result of such activities by the Sponsor, the Sponsor's agents or employees.

4. The Sponsor's acceptance of this Offer and ratification and adoption of the Agreement incorporated shall be evidenced by execution of this instrument by the Sponsor, as provided, and the Agreement shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport. Such Agreement shall become effective upon execution of this instrument and shall remain in full force and effect for a period of at least 20 years.

5. The Sponsor and not the State shall, for all purposes, be the "Sponsor" of the project identified above as defined in Title 49 U.S.C. Sponsor agrees to assume responsibility for operation of the facility in compliance with all applicable state and federal requirements including any statutes, rules, regulations, assurances, procedures or any other directives before, during and after the completion of this project.

6. The Sponsor shall have on file with the State a current and approved Attorney's Certificate of Airport Property Interests and Exhibit A property map.

7. The Sponsor shall have on file with the State, Attachment C, Certification Regarding Drug-Free Workplace Requirements, attached and made a part of this agreement.

8. Unless otherwise approved by the State, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The sponsor will include in every contract a provision implementing this special condition.

9. Except for instrument landing systems acquired with AIP funds and later donated to and accepted by the FAA, the Sponsor must provide for the continuous operation and maintenance of any navigational aid funded under the AIP during the useful life of the equipment unless the equipment is transferred by agreement to the FAA in accordance with 49 U.S.C. § 44502(e); The sponsor must check the facility, including instrument landing systems, prior to commissioning to ensure it meets the operational standards. The Sponsor must also remove, relocate, or lower each obstruction on the approach or provide for the adequate lighting or marking of the obstruction if any aeronautical study conducted under FAR Part 77 determines that to be acceptable; and mark and light the runway, as appropriate. The Federal Aviation Administration will not take over the ownership, operation, or maintenance of any sponsor-acquired equipment, except for instrument landing systems.

10. For a project to replace or reconstruct pavement at the airport, the Sponsor shall implement an effective airport pavement maintenance management program as is required by Airport Sponsor Assurance Number 11. The sponsor shall use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. As a minimum, the program must conform to the provisions in Attachment D "Pavement Maintenance Management Program", attached and made a part of this agreement.

11. the Sponsor agree that because State highway specifications will be used for airfield pavement construction instead of FAA standard specifications, it will not seek AIP grant funds or supplemental appropriation funds for the rehabilitation or reconstruction of airfield pavement included in this Grant Agreement for a period of 10 years after construction is completed unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons, per 49 U.S.C § 47015(c) or 47114(d)(5).

12. Fencing- if applicable, the Sponsor understand that the fence is being installed to prevent wildlife from entering the airfield. The Sponsor agrees to maintain the integrity of the fence for its useful life, but no less than 20 years from the date this Grant was issued. The Sponsor understand that maintenance of the fence includes repair of damage to the fence or gates due to any purpose.

Part IV- Nomination of the Agent

1. The Sponsor designates the State as the party to apply for, receive and disburse all funds

used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.

2. The State agrees to assume the responsibility to assure that all aspects of the grant and project are done in compliance with all applicable state and federal requirements including any statutes, rules, regulations, assurances, procedures or any other directives, except as otherwise specifically provided.

3. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:

Receiving Disbursing Agent:

a. apply for, accept, receive, and deposit with the State Treasury any and all project funds granted, allowed, and paid or made available by the State and/or the United States under Title 49 U.S.C. and congressional appropriation made pursuant thereto, and the Sponsor;

b. receive, review, approve and process Sponsor's reimbursement requests for approved project costs; and

c. pay to the Sponsor, from granted funds, the portion of any approved reasonable and eligible project costs incurred by the Sponsor that are in excess of the Sponsor's share.

Paying Agent:

d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with State executed contracts;

Contracting Agent:

e. advertise for professional engineering and/or planning services for, but not limited to, the preparation of planning studies, plans and specifications for the above project and for the management of the construction of the above project; certify consultant selection procedures; provide notification of contract award for professional services; and negotiate professional services fees; and execute, on behalf of the Sponsor, a professional services agreement as related to this project;

f. administer Disadvantage Business Enterprises (DBE) and/or Historically Underutilized Business (HUB) Programs in accordance with federal and state regulations.

Contract Management Agent:

g. exercise such supervision and direction of the project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor, any engineer, contractor, or materialman, the State shall issue a written order, which

shall prevail and be controlling;

h. coordinate and review project plans, specifications and construction; coordinate and conduct progress and final inspections.

Construction Phase:

i. authorize the advertisement, receipt and opening of bids for construction of the above project; and award contracts for construction of the above project and acquisition of materials related to it; and execute, on behalf of the Sponsor, construction contracts as related to this project;

j. participate in pre-bid and pre-construction conferences; and issue orders as it deems appropriate regarding construction progress, including but not limited to Notices to Proceed, Stop Work Orders, and Change Orders;

k. review, approve and maintain record drawings.

PART V - Recitals

1. The State and Sponsor shall obtain an audit as required by federal or state regulations.

2. The Sponsor, and not the State, shall be the contractual party to all construction and professional service contracts entered into for the accomplishment of this project. The power of attorney, as granted by the Sponsor to the State in Part IV - Nomination of Agent, is a limited power to perform acts in connection with airport improvements as specified in or necessitated by this Agreement.

3. The Sponsor agrees to pursue and enforce contract items, which are required by federal and/or state regulations, laws and orders to insure satisfactory performance of contract vendors. Such items include, but are not limited to, bid bonds, payment bonds, and performance bonds. Pursuit and enforcement of contract items may require litigation and other remedies of law.

4. The United States and the State of Texas shall not be responsible or liable for damage to property or injury to persons, which may arise from, or be incidental to, compliance with this grant agreement.

5. This Agreement is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party. Furthermore, the State shall not be a party to any other contract or commitment, which the Sponsor may enter into or assume, or have entered into or have assumed, in regard to the above project.

6. If the Sponsor fails to comply with the conditions of the grant, the State may, by written notice to the Sponsor, suspend the grant in whole or in part. The notice of suspension

shall contain the following:

a. The reasons for the suspension and the corrective action necessary to lift the suspension;

b. A date by which the corrective action must be taken;

c. Notification that consideration will be given to terminating the grant after the corrective action date.

In the case of suspension or termination, the Sponsor may request the State to reconsider the suspension or termination. Such request for reconsideration shall be made within 45 days after receipt of the notice of suspension or termination.

7. This Agreement is subject to the applicable provisions of Title 49 U.S.C., the V.T.C.A. Transportation Code, Title 3, Chapters 21- 22, et seq., (Vernon and Vernon Supp.), and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. §§241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Agreement or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.

a. Of primary importance to the State is compliance with the terms and conditions of this Agreement. If, however, after all reasonable attempts to require compliance have failed, the State finds that Sponsor is unwilling and/or unable to comply with any of the terms and conditions of this Agreement, the State may pursue any of the following remedies: (1) require a refund of any money expended pursuant to the Agreement, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any money expended on the project pursuant to the Agreement, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Agreement null and void, or (5) any other remedy available at law or in equity.

b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Agreement, or for enforcement of any of the provisions of this Agreement, is specifically set by Agreement of the parties in Travis County, Texas.

8. The State reserves the right to amend or withdraw this Agreement at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State, which extension shall not be unreasonably denied or delayed.

9. This Agreement constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.

10. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including §§5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

11. The Sponsor's acceptance of this Agreement and ratification and adoption of the Airport Project Participation Agreement shall be evidenced by execution of this instrument by the Sponsor. This Offer and Acceptance shall comprise a Grant Agreement, as provided by the Title 49 U.S.C., constituting the contractual obligations and rights of the United States, the State of Texas and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided.

12. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

13. Termination

This agreement may be terminated in the following manner:

- by mutual written agreement and consent of both parties;
- by either party upon the failure of the other party to fulfill the obligations set forth herein;
- by the State if it determines that the performance of the Project is not in the best interest of the State.

If the contract is terminated in accordance with the above provisions, the Sponsor will be responsible for the payment of Project costs incurred by the State on behalf of the Sponsor up to the time of termination.

A. In the event the State determines that additional funding is required by the Sponsor at any time during the development of the Project, the State will notify the Sponsor in writing. The Sponsor will make payment to the State within thirty (30) days from receipt of the State's written notification.

B. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Sponsor, the State, or the Federal Government will be promptly paid by the owing party.

C. In the event the Project is not completed, the State may seek reimbursement from the Sponsor of the expended funds. The Sponsor will remit the required funds to the State within sixty (60) days from receipt of the State's notification.

D. The State will not pay interest on any funds provided by the Sponsor.

E. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Sponsor in accordance with this Agreement.

Part VI - Acceptance of the Sponsor

City of Brenham, Texas, does ratify and adopt all statements, representations, warranties, covenants and agreements constituting the described project and incorporated materials referred to in the Agreement, and does accept the Offer, and agrees to all of the terms and conditions of the Agreement.

City of Brenham, Texas
Sponsor

Sponsor Signature

Mayor
Sponsor Title

4/6/23
Date

Execution by the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS
TEXAS DEPARTMENT OF TRANSPORTATION

By:_____

Title: Director, Aviation Division

Date:_____

ATTACHMENT A

CERTIFICATION OF AIRPORT FUND

The Sponsor does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. Such fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

City of Brenham, Texas
(Sponsor)

By:_____

Title: Mayor

Date: 4/6/23

ATTACHMENT B

CERTIFICATION OF PROJECT FUNDS

TxDOT Project No.: 2317BRENM

The Sponsor does certify that sufficient funds to meet the Sponsor's share of project costs as identified in the Airport Project Participation Agreement for said project will be available in accordance with the schedule shown below:

SPONSOR FUNDS

Source	Amount	Date Available
Airport Fund	$16,667.00	Upon Request

City of Brenham, Texas
(Sponsor)

By: _____

Title: Director of Finance

Date: 4/6/23

ATTACHMENT C

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition:

(b) Establishing an ongoing drug-free awareness program to inform employees about-

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notices shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f),

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Brenham Municipal Airport

3001 Aviation Way

Brenham, Texas 77833

Check ____ if there are workplaces on file that are not identified here.

Signed: _____ Dated: 4/6/23

Mayor

Title

ATTACHMENT D

PAVEMENT MAINTENANCE MANAGEMENT PROGRAM

The Sponsor agrees to implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The Sponsor further agree, that the program will:

a. Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;

b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;

c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:

   1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:

      i. Location of all runways, taxiways, and aprons;

      ii. Dimensions;

      iii. Type of pavement; and

      iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.

   2. Inspection Schedule.

      i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.

      ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

1. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

   i. Inspection date;

   ii. Location;

   iii. Distress types; and

   iv. Maintenance scheduled or performed

2. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the State as may be required.

ATTACHMENT E

Certification and Disclosure Regarding Potential Conflicts of Interest Certification Form

A sponsor must disclose in writing any potential conflict of interest to the Texas Department of Transportation. No employee, officer or agent of the sponsor shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

1. The employee, officer or agent,
2. Any member of his immediate family,
3. His or her partner, or
4. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The sponsor's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

   Sponsor may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by state or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrant recipient's officers, employees, or agents, or by contractors or their agents.

The sponsor must maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts.

1. By checking "Yes," the sponsor certifies that it does not have any potential conflict of interest or Significant Financial Interests. By checking "No," the sponsor discloses that it does have a potential conflict of interest, which is further explained below.

   ☒ Yes ☐ No

2. The sponsor maintains a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. By checking "No", the sponsor discloses that it does not have a written policy, which is further explained below.

   ☒ Yes ☐ No

3. Explanation of items marked "no":

Sponsor's Certification
I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.
I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Signature of Sponsor's Designated Official Representative: _____
Mayor

Date: 4/6/23

ATTACHMENT F

ASSURANCES

AIRPORT SPONSORS 5/2022

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

a. 49, U.S.C., subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.[1], [2]

f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.[1]

g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]

l. 49 U.S.C. § 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.[1]

t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.[1]

u. Copeland Anti-kickback Act - 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity[1]

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

f. Executive Order 12898 – Environmental Justice

g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency

h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government

i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.[4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1] [2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. **Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. **Good Title.**

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. **Preserving Rights and Powers.**

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights

and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. **Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. **Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

8. **Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. **Pavement Preventive Maintenance-Management.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;

2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport,

taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
   1. eliminate such adverse effect in a manner approved by the Secretary; or
   2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**[Selection Criteria: Sponsor Name]**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any

future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;

2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);

3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117

4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or

5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf) for AIP projects as of [Selection Criteria: Project Application Date].

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

   1. Describes the requests;
   2. Provides an explanation as to why the requests could not be accommodated; and
   3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six- month period prior to the applicable due date.

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects:

http://www.faa.gov/airports/resources/advisory_circulars and

http://www.faa.gov/regulations_policies/advisory_circulars

I have read and agree to follow the attached FAA Grant Assurances.

City of Brenham, Texas
(Sponsor)

By:_____

Title: Mayor

Date: 4/6/23

For more information, please consultant the AIP handbook.
https://www.faa.gov/airports/aip/aip_handbook/

Table 2-5 Duration and Applicability of Grant Assurances (Airport Sponsors)

Assurances that...	Include (by assurance # if applicable)...
d. Apply for the useful life of the project (not to exceed 20 years from the grant acceptance date) except in the case of a land acquisition grant, for which the useful life is indefinite and the assurance obligations do not expire.	#5 Preserving Rights and Powers #11 Pavement Preventive Maintenance (This applies to all of the airfield pavement on the airport, not just the specific pavement in the grant.) #19 Operations and Maintenance #20 Hazard Removal and Mitigation #21 Compatible Land Use #22 Economic Nondiscrimination #24 Fee and Rental Structure #27 Use by Government Aircraft #28 Land for Federal Facilities #29 Airport Layout Plan #36 Access by Intercity Buses #37 Disadvantaged Business Enterprises (See 49 CFR parts 23 and 26, since certain program requirements may extend the obligation beyond the 20 year period, while the DBE requirements for the project apply until the project is closed.) #38 Hangar Construction #39 Competitive Access
e. Last for as long as the airport is owned and operated as an airport	#23 Exclusive Rights #25 Airport Revenue #30 Civil Rights #31 Disposal of Land

Table 3-7 Minimum Useful Life

Project Type	Useful Life
a. All construction projects (unless listed separately below)	20 years
b. All equipment and vehicles (unless listed separately below)	10 years
c. Pavement rehabilitation (not reconstruction, which is 20 years)	10 years
d. Asphalt seal coat, slurry seal, and joint sealing	3 years
e. Concrete joint replacement	7 years
f. Airfield lighting and signage	10 years
g. ARFF vehicles	15 years
h. ARFF structural gear (firefighting suits), which has less heat insulation than proximity gear (per the National Fire Protection Association 1971 Standard on Protective Ensembles for Structural Firefighting and Proximity Firefighting)	7 years
i. ARFF proximity gear (firefighting suits), which is also referred to as slicks, bunker, or turn out gear (per the National Fire Protection Association 1971 Standard on Protective Ensembles for Structural Firefighting and Proximity Firefighting)	5 years
j. NAVAIDs and Weather Reporting Equipment	15 years
k. Buildings	40 years
l. Land	Unlimited
m. Loading Bridges	20 years
n. Fencing	20 years

Texas Department of Transportation

125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

INVOICE

April 3, 2023

Ms. Kim Hoode
Airport Coordinator
City of Brenham
P O Box 1059
Brenham, Texas 77833

RE: TXDOT Project No.: 2317BRENM
Fund Source: 05600

Dear Ms. Hoode,

The current estimate for the above reference construction project is $700,000. The Sponsors Share of the estimated cost is $70,000.00. Please remit the Sponsors Share to an address shown below not later than December 2, 2022.

Texas Department of Transportation
ATTN: Tanya Rodriguez
P.O. Box 149001
Austin, Texas 78714

OR

Texas Department of Transportation
ATTN: Tanya Rodriguez
Finance Revenue- Accounts Receivable
6230 E. Stassney Lane
Austin, Texas 78744
(overnight address)

Or for **WIRING ONLY** use the following information:

Financial Institution:	Austin Texas Comptroller Austin
Routing Number:	114900164
Account Number:	Comptroller of Public Accounts Treasury Operations
Account Number to Credit:	463600001
Reference:	TxDOT Aviation CSJ: 2317BRENM
Attention:	601-Texas Dept. of Transportation – Aviation division Tanya Rodriguez

If you would like to use **ACH- Automated Clearing House** – please contact me for those instructions. It has a different routing account.

If you have any questions, need additional information, please contact me at 512/416-4504.

Sincerely,

Becky Vick
Grant Manager
cc: Tanya Rodriguez, Finance

RESOLUTION NO. R-21-024

WHEREAS, the City of Brenham intends to make certain improvements to the Brenham Municipal Airport; and

WHEREAS, the general description of the project is described as: Airfield Lighting Project; and

WHEREAS, the City of Brenham intends to request financial assistance from the Texas Department of Transportation for these improvements; and

WHEREAS, total project costs are estimated to be $800,000, and the City of Brenham will be responsible for 10% of the total project costs currently estimated to be $70,000.00 due to $10,000.00 being covered by ARPA (American Rescue Plan Act) Federal funding; and

WHEREAS, the City of Brenham names the Texas Department of Transportation as its agent for the purposes of applying for, receiving, and disbursing all funds for these improvements and for the administration of contracts necessary for the implementation of these improvements.

NOW, THEREFORE, BE IT RESOLVED, that the City of Brenham hereby directs MILTON Y. TATE, JR., Mayor, to execute on behalf of the City of Brenham, at the appropriate time, and with the appropriate authorizations of this governing body, all contracts and agreements with the Texas Department of Transportation, and such other parties as shall be necessary and appropriate for the implementation of the improvements to the Brenham Municipal Airport.

PASSED AND APPROVED this the 16th day of September 2021.

CITY OF BRENHAM TEXAS

Milton Y. Tate, Jr.

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

ATTEST:

Jeana Bellinger

Jeana Bellinger, TRMC, CMC
City Secretary

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

I, Milton Y. Tate, Jr. , Mayor ,
(Name) (Title)
with the City of Brenham designates Kim Hodde, Planning Tech/Airport Coordinator
(Name) (Title)
as the City of Brenham authorized representative for the **22BRENM** project, who shall have the authority to make approvals and disapprovals as required on behalf of the City of Brenham.

City of Brenham, Texas
(Sponsor)

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

Title: Mayor

Date: September 16, 2021

DESIGNATED REPRESENTATIVE

Mailing Address: P.O. Box 1059
Brenham, Texas 77834-1059

*Physical/Overnight Address: 200 W. Vulcan Street
Brenham, Texas 77833

Telephone Number: 979-337-7212

Fax Number: 979-337-7218

E-mail Address: Khodde@cityofbrenham.org
* ALL GRANT AGREEMENTS ARE SENT BY OVERNIGHT MAIL

DESIGNATION OF SPONSOR'S
CONSULTANT SELECTION COMMITTEE

I, Milton Y. Tate, Jr. Mayor,
(Name) (Title)
with the City of Brenham designates the following named individuals as the Consultant Selection committee, for **22BRENM**. The committee is authorized to determine selection criteria, review qualifications of candidate firms, conduct interviews, if necessary, and select a firm for the award of the design contract, based on a consensus ranking by the committee members. The decision of the selection committee will be final unless some discrepancy is determined to have occurred in the selection process. **THE COMMITTEE CAN BE NO MORE THAN 5 MEMBERS.** Please list 3-5 members for the committee.

Name	Title (if appropriate):
1. Jon Hodde	Airport Advisory Board Chair

Email Address: jon@hoddesurveying.com

2. Donald Reese — Assistant City Manager General Services /Public Utilities

Email Address: dreese@cityofbrenham.org

3. Stephanie Doland — Development Services Director

Email Address: sdoland@cityofbrenham.org

4. Atwood Kenjura — City Councilmember

Email Address: akenjura@cityofbrenham.org

5. Adonna Saunders — City Councilmember

Email Address: asaunders@cityofbrenham.org

The City of Brenham has caused this to be duly executed in its name, this 16th day of September 2021.

City of Brenham, Texas
(Sponsor)

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

Title: Mayor

CERTIFICATION OF PROJECT FUNDS

I, Carolyn D. Miller, Assistant City Manager / Chief Financial Officer,
(Name) (Title)

do certify that sufficient funds to meet the City of Brenham's share of project costs as identified for the project (**22BRENM**) and will be available in accordance with the schedule shown below:

SPONSOR FUNDS

Source	Amount	Date Available
Budgeted Funds	$70,000.00	Immediately

City of Brenham, Texas
(Sponsor)

By: Carolyn D. Miller
Carolyn D. Miller

Title: Assistant City Manager / Chief Financial Officer

Date: 9-16-21