



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, FEBRUARY 2, 2023 AT 01:00 PM
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN STREET
BREHMAN, TEXAS**

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags - Councilmember Albert Wright**
- 3. Service Recognitions**
 - ♦ Will Felder, Central Warehouse - 15 Years**
- 4. Special Recognitions**
 - ♦ Jennifer Young, American Red Cross Executive Director of the Heart of Texas Chapter**
- 5. Citizens Comments**

CONSENT AGENDA

- 6. Statutory Consent Agenda**

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

 - 6-a. Approve the Minutes from the January 5, 2023 Regular Meeting**
 - 6-b. Approve Ordinance No. O-23-005 on Its Second Reading to Amend the 2022 Thoroughfare Plan, A Supplement to the City of Brenham Comprehensive Plan 'Historic Past, Bold Future: Plan 2040'**

- 6-c. Approve a Noise Variance Request from Top Floor Cars for a Car Show to be Held Saturday, April 8, 2023, in Downtown Brenham from 9:00 a.m. to 1:00 p.m. and Authorize the Mayor to Execute Any Necessary Documentation**
- 6-d. Approve a Ground-Space Lease Agreement Between the City of Brenham and DTR Flying Service LLC (Daniel and Tracy Carroll) for Hangar Space at the Brenham Municipal Airport (3301 Aviation Way) and Authorize the Mayor to Execute Any Necessary Documentation**
- 6-e. Approve Resolution No. R-23-005 Authorizing the Submission of A Grant Application to the Office of the Governor, Public Safety Office, Homeland Security Grants Division, FY2023 State Homeland Security Program, LETPA Projects (SHSP-I) for the Purchase of Forty (40) Sets of 24" RatKit Breaching Equipment**
- 6-f. Approve Resolution No. R-23-006 Authorizing the Submission of a Grant Through the Office of the Governor, Public Safety Office, Criminal Justice Division, FY2024 Criminal Justice Grant Program for the Purchase of One (1) R.A.T. Breaching Door**
- 6-g. Approve Resolution No. R-23-007 Authorizing the Submission of a Grant Through the Office of the Governor, Public Safety Office, Homeland Security Grants Division, FY2023 State Homeland Security Program - Regular Projects (SHSP-R) for the Purchase of Two (2) Trinity Innovative Solutions Portable Surveillance Kits**
- 6-h. Purchase of a F-750 Ford Truck for the City of Brenham's Electric Department and Authorize the Mayor to Execute Any Necessary Documentation**
- 6-i. Approve an Equipment Financing Proposal for a Ford F-750 Truck for the City of Brenham Electric Department and Authorize the Mayor to Execute Any Necessary Documentation**

WORK SESSION

- 7. Discussion and Presentation on the City of Brenham's Noise Ordinance**

REGULAR SESSION

8. **Discuss and Possibly Act Upon an Order Calling a General Election to be Held on May 6, 2023 for the Purpose of Electing One Mayor; One Council Member for Place 2 - Ward 2; and One Council Member for Place 4 - Ward 4, Each for Four (4) Year Terms**

Discutir y posiblemente actuar por una orden exigiendo Elecciones Generales el 6 de mayo de 2023 con el proposito de la eleccion de un alcalde, un miembro de consejo para Lugar 2 - Distrito Electoral 2, y un miembro de consejo para Lugar 4 - Distrito Electoral 4, cada uno para terminos de cuatro (4) anos

9. **Discuss and Possibly Act Upon an Order Calling a Special Election to be Held on May 6, 2023 for the Purpose of Electing One (1) Councilmember to Fill the Unexpired Term of Place 3 - Ward 3**

Discutir y posiblemente actuar sobre una orden que convoque una elección especial que se celebrará el 6 de mayo de 2023 con el propósito de elegir a un (1) concejal para llenar el período no vencido del Lugar 3 - Distrito 3

10. **Discuss and Possibly Act Upon Resolution No. R-23-001 Authorizing the Submission of a Grant Application to the Texas General Land Office (GLO) (Including All Supporting Documentation As May Be Required by GLO) for the Community Development Block Grant-Mitigation (CDBG-MIT) Regional Method of Distribution (MOD) Program for Road and Drainage Improvements on Lott Lane and Shepard Lane within the City of Brenham**
11. **Discuss and Possibly Act Upon an Ordinance on Its First Reading Authorizing the Placement of a Stop Sign on Marjorie Street at Its Intersection with Atlow Drive**
12. **Discuss and Possibly Act Upon Resolution No. R-23-003 Authorizing the Acceptance of Public Infrastructure Improvements in the Vintage Farms Subdivision, Phase 5**
13. **Discuss and Possibly Act Upon Resolution No. R-23-004 Authorizing the Acceptance of a Grant from the Office of the Governor, Public Safety Office, Criminal Justice Division for the 2023 Bullet-Resistant Shield Grant Program**
14. **Discuss and Possibly Act Upon an Amendment to Professional Services Agreement with Strand and Associates for Engineering Services Related to Water Source Evaluation and Water Treatment Plant Expansion and Authorize the Mayor to Execute Any Necessary Documentation**
15. **Administrative/Elected Officials Report**

Administrative/Elected Officials Reports: Reports from City Officials or City staff regarding items of community interest, including expression of thanks, congratulations or condolences; information regarding holiday schedules; honorary or 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.

EXECUTIVE SESSION

- 16. Section 551.071 Texas Government Code - Consultation with Attorney - Consultation with City Attorney Regarding City of Brenham v. WTG Gas Marketing, Inc.; Cause No. 37573; 335th Judicial District Court, Washington County, Texas**
- 17. Section 551.071 Texas Government Code - Consultation with Attorney - Consultation with City Attorney Regarding Aviators Plus, LLC v. City of Brenham, Texas; Cause No. 37896; 21st Judicial District Court, Washington County, Texas**
- 18. Section 551.071 Texas Government Code - Consultation with Attorney - Consultation with City Attorney Regarding the Texas Public Information Act, the Texas Open Meetings Act, and Associated Legal Matters**

RE-OPEN REGULAR SESSION

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 February 02, 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 the 30th day of January, 2023 at 12:30 p.m..

Jeana Bellinger, TRMC, CMC
City Secretary

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

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

Signature

Title

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on Thursday, January 5, 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, General Manager of Public Utilities Debbie Gaffey, Deputy General Manager of Public Utilities Alton Sommerfield, Director of Public Works Dane Rau, Director of Development Services Stephanie Doland, Director of Finance Stacy Hardy, Strategic Budget Officer Tim Roberts, Fire Chief Roger Williams, Police Chief Ron Parker, Director of Water/Wastewater Bobby Keene, Economic Director Susan Cates, Human Resources Director Susan Nienstedt, Kyle Branham, Cherry Prewitt, Kevin Boggus, Shauna Laauwe, Teresa Rosales, Steve Loving, Karen Stack, and Mark Pierce

Citizens/Others Present:

Nathan Wade, Blake Brannon, Christopher Chilelli, Darren Huckert, Abinadat Yanez, Marie Surovik, William Grubbs, DeeAnna Marek, Chris Marek, Steve Sefcik, Cherry Franks, Robert Gonzalez, Coleen Broussard, Fred Lowery, Jay Haffyn, Isabel Velasquez

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 – Mayor Pro Tem Clint Kolby**

3. Service Recognitions

- Josh Daniels, Water & Wastewater Construction – 5 years
- Richelle Malinowski, Police Department – 5 years
- David Doelitsch, Development Services – 15 years

4. Citizens Comments

There were no citizen comments.

CONSENT AGENDA

5. Statutory Consent Agenda

- 5-a. Approve the Minutes from December 15, 2022 Regular Meeting and December 27, 2022 Special Meeting**
- 5-b. Approve Ordinance No. O-23-001 on Its Second Reading Amending Chapter 17, Offenses and Miscellaneous Provisions of the Code of Ordinances of the City of Brenham**
- 5-c. Approve Ordinance No. O-23-002 on Its Second Reading Amending Chapter 8, Fire Protection and Prevention of the Code of Ordinances of the City of Brenham**
- 5-d. Approve a Noise Variance for Outreach Ministries to be held on January 7, 2023 at 1200 E. Tom Green Street from 10:00 AM to 11:00 PM**
- 5-e. Approve a Noise Variance for Uptown Swirl to be Held on January 14, 2023, in Downtown Brenham from 3:00 p.m. to 7:00 p.m.**
- 5-f. Approve an Electronic Payment Processing Agreement Between the City of Brenham and Paymentech, LLC, d/b/a Chase Merchant Services on Behalf of JPMorgan Chase Bank, N.A. for Services Related to the Electronic Payment and Collection of Utility and Municipal Court Transactions and Authorize the Mayor to Execute Any Necessary Documentation**

A motion was made by Councilmember Canales and seconded by Councilmember Wright to approve the Statutory Consent Agenda Items 5.a. thru 5.f., amending Item 5-a. Minutes from December 27, 2022 Special Meeting to indicate that Councilmember Adonna Saunders was present.

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

PUBLIC HEARING AND ASSOCIATED ACTION ITEM

6. Public Hearing, Discussion and Possible Action on an Ordinance on Its First Reading Amending Appendix A – Zoning of the Code of Ordinances of the City of Brenham Granting a Specific Use Permit to Chris and Deanna Marek to Allow an Accessory Dwelling Unit (ADU) as an Accessory Use to Uses Permitted in a Mixed Residential Use Zoning District (R-2) on Approximately 0.386 Acres of Land Located at 604 S. Baylor Street, and Further Described as Lot E Part 3A, E Part 4A, Block 91, of the Original Town Addition in Brenham, Washington, County, Texas (Case No. P-22-027)

Mayor Tate opened the Public Hearing.

Shauna Laauwe, City Planner presented this item. Laauwe stated the property owners, Chris and DeeAnna Marek, were seeking a Specific Use Permit (SPU) to construct a 24' x 24' (576 SF) detached accessory dwelling unit (ADU) on their property located at 604 S. Baylor Street to replace an existing 400 SF metal shed. Laauwe explained that the subject property is situated in a Mixed Residential Use Zoning District (R-2) and ADUs are allowed within this zoning district if they meet all development standards of the district and six (6) additional standards as stated in Section 10.02(4) of the Zoning Regulations.

Laauwe explained that the ADU meets or exceeds all development standards, including the six (6) additional standards, required for an ADU within a Mixed Residential Use Zoning District (R-2) with the exception of the requirement of the driveway and off-street parking area. Additionally, the subject property is a part of two lots in Block 91 of the Original Town Addition, a subdivision that predates the adoption of the Subdivision and Zoning Regulations in 1967; therefore, before a building permit may be issued for the proposed ADU, the subject tract will be required to be replatted into one lot.

Laauwe explained that the SUP was reviewed by the Planning and Zoning Commission on December 19, 2022. The Commission voted unanimously to recommend approval of the SUP request with the following conditions, which have been included in the ordinance being presented for first reading:

1. The subject tract, which is currently platted as two lots, shall be replatted into one residential lot with approval by the Planning and Zoning Commission.
2. Proposed off-street parking area and driveway shall be improved to an impervious surface of either asphalt or concrete.

There were no citizen comments.

Mayor Tate closed the public hearing.

A motion was made by Councilmember Cook and seconded by Councilmember Canales to approve an Ordinance on its first reading amending Appendix A – Zoning of the Code of Ordinances of the City of Brenham granting a Specific Use Permit to Chris and DeeAnna Marek to allow an accessory dwelling unit (ADU) as an accessory use to uses permitted in a Mixed Residential Use Zoning District (R-2) on approximately 0.386 acres of land located at 604 S. Baylor Street, and further described as Lot E Park 3A, E Part 4A, Block 91, of the Original Town Addition, in Brenham, Washington County, Texas, (Case No. P-22-027).

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

REGULAR SESSION

7. **Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending Appendix A Zoning of the Code of Ordinances of the City of Brenham for an Amendment to the City of Brenham's Official Zoning Map to Change the Zoning District From a Local Business Residential Mixed Use District (B-1) to an Industrial Use District (I) on Approximately 3.77 Acres, Which is a Portion of a 6.899 Acre Tract of Land, Currently Addressed as 1150 Dixie Road and Being further Described as Tract 51 (WCAD) Out of the Phillip Coe Survey, A-0031 in Brenham, Washington County, Texas (Case No. P-22-026)**

A motion was made by Mayor Pro Tem Kolby and seconded by Councilmember Saunders to remove this item from the table.

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

Director of Development Services, Stephanie Doland presented this item. Doland stated the subject property was a 3.77-acre east portion of a 6.899-acre property addressed as 1150 Dixie Road and generally located on the east side of Dixie Road, south of Confederate Lane and abutting the Premier Metal Buyers business property to the east located at 1555 Highway 36 North. The current land use for the subject property is Commercial/Office Use and the current zoning is B-1, Local Business/Residential Mixed-Use District; future land use designates it as Estate Residential. Doland advised the request for this re-zoning was to allow for the expansion of an existing industrial use located at 1555 Highway 36 North.

Doland noted on Monday, November 21, 2022, a public hearing was held by the Planning and Zoning Commission on this item. During the public hearing, two people spoke against the request. After the public hearing and discussion, the Planning and Zoning Commission voted unanimously (4-0) to recommend approval of the zoning request.

Doland advised that on December 5, 2022 the City Council held a Public Hearing associated with this rezoning request. During that Public Hearing one adjoining property owner, Marie Surovik, spoke against the zoning request and at that time City Council voted to table the item.

Doland explained that since the December 5th meeting, staff has received seven (7) written responses and six (6) telephone calls, all in opposition to the rezoning. Doland also advised that a letter from the prospective buyer of a neighboring property, located at 1030 Dixie Road, had been received in favor of the rezoning.

Doland explained that if the rezoning request is approved as presented, Premier Metal Buyers would be subject to applicable Industrial Development and Building Standards, which include:

- 75' bufferyard to the south
- 50' bufferyard to the west
- 8' metal perimeter screening fence (permit has already been submitted for fence)
- Noise ordinance adherence (85 decibels)

Mayor Tate asked if there were any citizens wishing to speak on this item. Five (5) citizens expressed their opposition to the rezoning. All of them cited the following:

1. Noise that goes on all hours of the day and night;
2. Odor emitted from the area;
3. Increased traffic, specifically on Dixie Road;
4. Concern about property values;
5. Visual eye sore due to the large stacks of metal;
6. Concerns about ground contamination because of the metal;
7. Concerns that the full 6-acre tract will be used for the storage and processing of metal, not just the 3.77 acres as stated by the requestor; and
8. Approval of the rezoning will delay the property owner's plans to relocate to another, more suitable, site.

Property owner, Blake Brannon, explained that his business is growing and the expansion was necessary. If he was not allowed to continue to grow his business in Brenham, he would be forced to do something else. Brannon expressed that the intent is to move his business to property in the County but that negotiations with the railroad were taking longer than anticipated. Brannon stated that while relocating is a priority for them, the relocation would not be an “overnight” event, it would be a multi-year transition.

A motion was made by Mayor Pro Tem Kolby and seconded by Councilmember Cook to approve an Ordinance on its first reading amending Appendix A - 'Zoning' of the Code of Ordinances of the City of Brenham for an amendment to the City of Brenham's Official Zoning Map to change the Zoning District from a Local Business Residential Mixed Use District (B-1) to an Industrial Use District (I) on approximately 3.77 acres, which is a portion of a 6.899-acre tract of land, currently addressed as 1150 Dixie Road and being further described as Tract 51 (WCAD) Out of the Phillip Coe Survey, A-0031 in Brenham, Washington County, Texas (Case No. P-22-026).

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	No
Councilmember Leah Cook	Yes
Councilmember Atwood Kenjura	Yes
Councilmember Adonna Saunders	No
Councilmember Albert Wright	Yes

8. Administrative/Elected Officials Report

City Secretary Jeana Bellinger reported on the following:

- General Elections will be held on May 6th.
- Candidate Packets are available in the City Secretary’s office from 8:00 a.m. – 5:00 p.m., Monday through Friday or they can be downloaded from the City’s website.
- The first day to file is January 18th and the last day to file is February 17th.
- Re-districting was effective January 1, 2023. Citizens affected by the re-districting will receive a new voter registration card with their new Ward information.

Director of Economic Development Susan Cates reported on the following:

- Introduced the new Economic Development Specialist, Teresa Rosales

City Manager Carolyn Miller reported on the following:

- Brenham Housing Authority Open House is today at 5:00 p.m.
- Uptown Swirl would be on Saturday, January 14th from 3:00 p.m. – 7:00 p.m.
- Brenham Fire Department Holiday Party, Saturday, January 14th at 6:00 p.m.
- City offices will be closed on Monday, January 16th for the Martin Luther King Day Holiday.

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

ORDINANCE NO. O-23-005

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS, AMENDING THE 2022 THOROUGHFARE PLAN MAP, A SUPPLEMENT TO THE CITY OF BRENHAM COMPREHENSIVE PLAN "HISTORIC PAST, BOLD FUTURE: PLAN 2040;" REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR A SEVERABILITY AND SAVINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the 2022 Thoroughfare Map was adopted as part of the City of Brenham 2022 Thoroughfare Plan adopted by Ordinance No. O-22-003 on February 17, 2022; and

WHEREAS, the City of Brenham Comprehensive Plan, "Historic Past, Bold Future: Plan 2040" ("Plan 2040") was adopted by the City Council on September 19, 2019; and

WHEREAS, the transportation focus area of Plan 2040 describes the near-term and long- range transportation needs and priorities in and around the City and states that the top focus areas include improving safety and connectivity and relieving congestion; and

WHEREAS, Mr. David Klinger, the owner of approximately 140 acres of real property out of the Prosper and Adolphus Hope Survey, A-62, located within the City of Brenham Extraterritorial Jurisdiction (ETJ) and generally located east of Old Masonic Road and west of FM 2935, has requested that an amendment to the official 2022 Thoroughfare Plan Map and associated maps be approved to remove a proposed future collector street that intersects through his property;

WHEREAS, during further review of the property owner's request, it became evident that the existing 2022 Thoroughfare Plan Map should be updated to remove the proposed collector roadway as the placement would not be feasible and did not reflect the City of Brenham's growth and provide for current and future needs; and

WHEREAS, the 2022 Thoroughfare Plan report discusses, creates, and refines the existing Brenham Thoroughfare Plan Map, provides typical street sections for new development, highlights priority transportation projects, establishes a current truck routes map, proposes priority bicycle and pedestrian routes via an official map, and initiates a detailed traffic impact analysis guideline discussion for future implementation; and

WHEREAS, the thoroughfare plan map amendment was considered and recommended for approval by the City of Brenham Planning & Zoning Commission in its final report during its regular meeting on December 19, 2022: and

WHEREAS, the City Council, following a public hearing regarding the adoption of the proposed 2022 Thoroughfare Plan Map amendment, hereby finds and determines the adoption of this Ordinance will promote sound development of the City of Brenham, and further promotes the public health, safety and welfare; and

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

SECTION 1.

The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2.

The City of Brenham 2023 Thoroughfare Plan Map, attached hereto as Exhibit "A" and incorporated herein for all purposes, shall be and is hereby adopted and made the official thoroughfare plan map of the City of Brenham, Texas, hereinafter designated as the "City of Brenham 2023 Thoroughfare Plan Map."

SECTION 3.

The 2023 Thoroughfare Plan Map is a policy guide for the City Council, City Boards and Commissions, City staff and the public for evaluating and reviewing the physical and infrastructure development of the City and such regulations as may be utilized to implement the goals and policies of the Comprehensive Plan.

SECTION 4.

The 2022 Thoroughfare Plan shall not constitute zoning or subdivision regulations or establish zoning district boundaries. In particular, the 2023 Thoroughfare Plan Map, Thoroughfare Future Land Use Map, Priority Projects Map, Truck Routes Map, and Bicycle and Pedestrian Map shall not be, nor shall it be considered, a zoning map, nor constitute zoning regulations or establish zoning boundaries, and shall not be site nor parcel specific and shall only be used to illustrate generalized policies.

SECTION 5.

Any provision of any prior ordinance of the City, whether codified or uncoded, which are in conflict with any provision of this Ordinance, are hereby repealed to the extent of the conflict, but all other provisions of the ordinances of the City, whether codified or uncoded, which are not in conflict with the provisions of this Ordinance, shall remain in full force and effect. The 2023 Thoroughfare Plan Map adopted by this Ordinance expressly repeals, supersedes and replaces the City of Brenham 2022 Thoroughfare Plan Map in its entirety.

SECTION 6.

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this Ordinance of any such unconstitutional or invalid phrase, clause, sentence, paragraph or section.

SECTION 7.

Notice of the time and place, where and when said Ordinance would be considered by the City Council at any and all public meetings was given in accordance with applicable law, prior to the time designated for meeting.

SECTION 8.

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

PASSED and APPROVED on its first reading this the 19th day of January 2023.

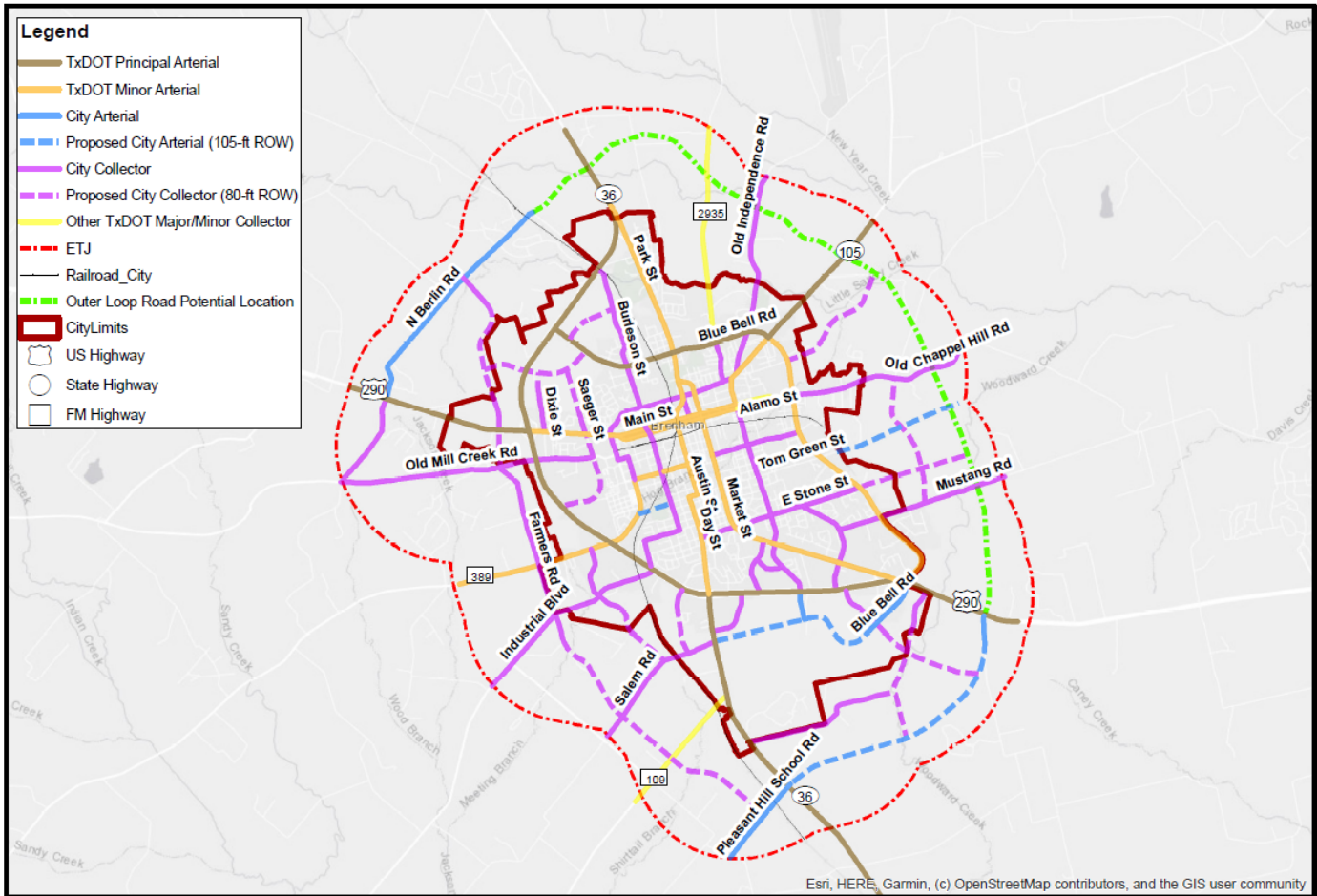
PASSED and APPROVED on its second reading this the 2nd day of February 2023.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

EXHIBIT “A”



Proposed Thoroughfare Map Revision
January 2023



Figure 1.01-1 Thoroughfare Plan Map



Regular City Council
AGENDA ITEM 6-C.

Agenda Item: Approve a Noise Variance Request from Top Floor Cars for a Car Show to be Held Saturday, April 8, 2023, in Downtown Brenham from 9:00 a.m. to 1:00 p.m. and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-February 02, 2023

Department: Public Works

Staff Contact:

SUMMARY STATEMENT:

Top Floor Cars will be hosting the Top Floor Cars and Ram Optical Benefit Car Show on Saturday April 8, 2023, in Downtown Brenham from 9am-1pm. Proceeds will benefit St. Jude Children's Research Hospital. Approximately 100-200 attendees are expected. The event will feature the car show, food vendors, and silent auction. Music will be playing via bluetooth speaker and due to the use of amplified sound, a noise variance is required.

ATTACHMENTS:

(1) Noise Variance Request

RECOMMENDED ACTION:

Approve a Noise Variance for the Top Floor Cars and Ram Optical Benefit Car Show to be held Saturday April 8, 2023, in downtown Brenham from 9:00 a.m. to 1:00 p.m. and authorize the Mayor to execute any necessary documentation.



Noise Variance Request

For: Top Floor Cars and Ram Optical Car Show

Name of sponsoring organization: Top Floor Cars

Your Contact Information

Name: Carrina Dabdub

Phone: 979-451-2819

Email: topfloorcars@gmail.com

Event Details

Event Name: Top Floor Cars and Ram Optical Car Show

Purpose: Car Show Benefitting St. Jude Children's Research Hospital

Location: 301 S. Market St. Brenham, TX 77833

Date: 2023-04-15

Time: 9:00 am -1:00 pm

Setup From: 7:00 am **To:** 8:00 am

Clean up From: 1:00 pm **To:** 1:30 pm

Types of activities planned and any additional information specific to this event: Car Show benefitting St. Jude Children's Research Hospital Trophies Awarded Silent Auction Music (bluetooth speaker) food vendors

Describe activities at this event that require the variance to the noise ordinance: Not sure if it needs a variance, but we will have a speaker playing music.

Will you use sound amplification equipment? Yes

Cleanup Provisions: we will clean up any trash (if any) after the event. Normally, car show guys do not litter and spectators are respectful.

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



Regular City Council
AGENDA ITEM 6-D.

Agenda Item: Approve a Ground-Space Lease Agreement Between the City of Brenham and DTR Flying Service LLC (Daniel and Tracy Carroll) for Hangar Space at the Brenham Municipal Airport (3301 Aviation Way) and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-February 02, 2023

Department: Development Services

Staff Contact: Stephanie Doland

SUMMARY STATEMENT:

RIGA Aviation/Rick Doak sold his 3,600 square feet (60'x60') box hangar at 3301 Aviation Way; therefore, a new ground space lease agreement needs to be executed with DTR Flying Service, LLC (Daniel & Tracy Carroll). Execution of this new lease agreement will terminate the previous lease agreement with RIGA Aviation/Rick Doak.

DTR Flying Service, LLC's total lease space will be 11,000 square feet. The lease agreement is the City's standard ground-space lease for \$0.10 cents per square foot and the lease rate may increase up to \$0.02 per square foot in a five-year period as the prevailing rates change. The standard term for ground spaces leases is 30-years; therefore, if approved, this lease will terminate on February 1, 2053 unless extended or transferred prior to the termination date. The initial annual rental rate will be \$1,100.

Included in the proposed lease agreement are administrative edits and clarifications to the standard lease agreement which were reviewed by the City Attorney and staff believes are necessary to the implementation of the lease. Additionally language was added to Section F – Prohibited Uses to clarify that the hangar could not be used as a primary residence. The Airport Minimum Standards also outline this requirement and is in line with FAA Policy which states residential use of hangar facilities at a federally obligated airport is a violation of grant assurances. A copy of the redline revisions is attached for reference.

Daniel Carroll has provided a certificate of insurance, airplane registrations and certificates of airworthiness for both of his aircraft. Staff recommends approval of the proposed lease agreement.

ATTACHMENTS:

- (1) Signed Proposed Lease Agreement
- (2) Redline Version of Proposed Lease Agreement

RECOMMENDED ACTION:

Approve a ground-space lease agreement between the City of Brenham and DTR Flying Service, LLC (Daniel and Tracy Carroll) for hangar space at the Brenham Municipal Airport (3301 Aviation Way) and authorize the Mayor to execute any necessary documentation.

LEASE AGREEMENT: CITY OF BRENHAM, TEXAS TO AND WITH DTR FLYING SERVICE, LLC

THE STATE OF TEXAS
COUNTY OF WASHINGTON

This Lease Agreement made and entered into by and between CITY OF BRENHAM, a Texas Home Rule Municipal Corporation, hereinafter called "Lessor" and DTR Flying Service, LLC, a Texas Limited Liability Company, hereinafter called "Lessee":

WITNESSETH:

Lessor, in consideration of the premises and the covenants and agreements herein undertaken to be kept and performed by Lessee does lease unto said Lessee the following described property situated in Washington County, Texas, to have and to hold all and singular the said premises and improvements thereon, together with the rights, privileges and appurtenances thereunto belonging unto said Lessee under the following terms and provisions:

ARTICLE I – PREMISES AND PRIVILEGES

A. DESCRIPTION OF PREMISES.

For and in consideration of the terms, conditions and covenants of this Lease to be performed by Lessee, all of which Lessee accepts, City hereby leases to Lessee the premises, being an area located on the City of Brenham Municipal Airport, north of the CITY OF BRENHAM, TEXAS and being a space of land located as shown on the attached "EXHIBIT A".

Lessee accepts the premises in their present condition subject to and including all defects and Lessee will, without expense to City, repair and maintain any installations thereon and remove, or cause to be removed, any debris, buildings or improvements to the extent required for Lessee's use thereof.

B. TERM.

The term of said lease is for a thirty (30) year term commencing February 2, 2023 and terminating February 1, 2053. The rent for the first year shall be ten (\$.10) cents per square foot per year for 11,000 square feet, payable annually on the anniversary hereof. Any rental fee not paid by the tenth of the month is subject to a late fee of five (\$5) dollars. The Lessee acknowledges and agrees that the City reserves the right to adjust the Lease rental rate in an amount not to exceed an increase of two (\$.02) cents per square foot in a five (5) year period.

C. ACCESS.

Upon paying the rent hereunder and performing the requirements of this Lease, Lessee shall have the right of access to and from said premises over such roadway(s), as may be designed for that purpose and the right of access to and from the landing area for airplanes over taxiways and aircraft parking ramps as provided by City at its sole discretion. Said roadway(s), aircraft parking ramps and taxiways shall be used jointly with other airport tenants, and may be used for the conduct of authorized business, however Lessee's use of the aircraft parking ramps and taxiways shall not interfere with the rights and privileges of

other persons or firms using said facilities and shall be subject to such weight and type use restrictions as the City Council deems necessary.

D. OBJECTS AND PURPOSES OF LEASE.

Lessee is hereby granted the right and privilege to use the leased area for aviation related activities, being those provided by a Corporate Hangar Operator. Lessee shall have the uses and rights to build a private, corporate hangar to house its own privately-owned aircraft, all of which shall be subject to the terms set forth herein:

Lessee shall not use the premises for any purposes other than those authorized herein, without the prior written consent of City. Specifically, Lessee will not store fuel, nor do any aircraft maintenance on aircraft other than the aircraft owned or contracted by Lessee.

It is understood and agreed that nothing herein shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308(a) of the Federal Aviation Act of 1958, [49 USCA Chapter 471 or successor statute].

E. CITY'S RESERVED RIGHTS.

1. Development. City, at its sole discretion, reserves the right to further develop or improve the aircraft operating area of the airport as it sees fit and to take action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent Lessee from erecting or permitting to be erected, any building or other structure on the Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft.
2. Oil, Gas, Mineral Interests. It is understood and agreed that this Lease is made subject and subordinate to the terms of any oil, gas, and other mineral interest; leases; or right-of-way easements of any nature that may have been executed heretofore.

City agrees that (1) if it should, as a mineral owner under the premises, develop all or part of the Airport for oil, gas or other mineral purposes, no well will be drilled or other operations conducted on the leased premises, and (2) in the event it should hereafter execute an oil, gas or other mineral lease in favor of a third party covering the Airport area, or a portion thereof, it will cause such lease to contain a provision that the Lessee therein will not conduct any of its drilling or other operations on the land covered by this Lease, or in a manner which would unreasonably interfere with Lessee's use and enjoyment of the premises.

3. Other Contracts. This Lease shall be subordinate to the provisions of any existing or future agreement between the City and the United States, relative to the operation or maintenance of the airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to City of federal funds for the development of the Airport

4. Other Leases. Nothing herein contained shall limit City with respect to granting of leases to other aviation tenants under other terms as herein set forth or to granting of leases for non-commercial aviation or non-aviation purposes at terms different from those set forth herein.

F. PROHIBITED USES.

Lessee shall not use or permit the use of any part of the premises in any other manner than set out in Section D of this Lease. Some specific activities prohibited are as follows:

1. Auto rental service.
2. Food sales (except the sale of confections and refreshments prepared and packaged off the leased premises through either coin-operated vending machines or over-the-counter or in the waiting area, and other foods prepared and packaged off the leased premises for food trays for private or charter flights) at the leased premises.
3. No person may utilize living quarters on Airport Property, including on the leased premises, as a permanent residence.
4. Sales of alcoholic beverages at the leased premises, except with City approval.
5. Sales, advertisement, or storage of non-aviation products.
6. Storage, transfer, or sale of fuel.
7. Any sublease which allows further sublease by Lessee's tenant.
8. Any use prohibited by law.

G. EXPIRATION.

Upon the expiration of this Lease,

1. The City may purchase building and improvements on the leased premises at a fair market value as determined by an Independent Appraiser mutually agreeable to the City and the Lessee, all fees for such appraisal services to be paid by the Lessee, or
2. The City may enter into a new lease agreement for the leased premises.

H. DEFAULT.

Any of the following events constitutes default:

1. An act of the Lessee which is in variation with the site plan and is not corrected after 30 days' notice by Lessor to Lessee of said default,
2. The nonperformance by Lessee of any other covenant or condition of this Lease which is not cured within thirty (30) days after written notice thereof from Lessor, or
3. The subjection of any of Lessee's property to any levy, seizure, assignment, application, or sale for or by any creditor or governmental agency.

I. LESSOR'S RIGHTS UPON DEFAULT.

On the occurrence of any of the events defined as constituting "default", Lessor may without notice to or demand on Lessee, take possession of the leased premises and lease the same or any portion thereof, for such period and such rental, and to such persons, as Lessor shall elect.

J. MORTGAGE OF LEASEHOLD INTEREST.

Lessee shall have the right subject to City Manager approval to place a first mortgage lien upon its leasehold. Any approved lender shall notify City of all action taken by it in the event payments on such loans shall become delinquent.

ARTICLE II – OBLIGATIONS OF LESSEE

A. NET LEASE: MAINTENANCE AND OPERATION.

The use and occupancy of the leased premises by Lessee will be without cost or expense to City. It shall be the sole responsibility of Lessee to construct, maintain, repair and operate the entirety of the leased premises and any improvements and facilities constructed thereon at Lessee's sole cost and expense except as specifically set forth in this article.

Lessee shall maintain the leased premises at all times in a safe, neat, and attractive condition and shall not permit the accumulation of any trash or debris on the premises. Lessee shall repair all damages to said premises caused by its employees, patrons, or its operation thereon; shall maintain and repair all buildings, pavements, equipment, and improvements; and shall repaint the buildings, as necessary. Lessee shall pay all taxes against the property and indemnify City from any tax lien.

City reserves the right to make periodic inspection of leased premises and improvements and equipment therein during normal business hours.

City, in its reasonable discretion, shall be the sole judge of the quality of maintenance that shall uniformly apply to all airport tenants. Upon written notice by City to Lessee, Lessee shall be required to perform whatever reasonable maintenance City deems necessary. If said maintenance is not undertaken by Lessee within ten (10) days after receipt of written notice, City shall have the right to enter upon the leased premises and perform the necessary maintenance, the cost of which shall be borne by Lessee.

B. ALTERATIONS TO AND CONDITIONS OF PREMISES.

Any change in exterior paint colors shall be subject to the prior written approval of the City of Brenham. Lessee agrees not to construct, install, remove and/or materially modify any of the buildings or premises leased hereunder without prior written approval of the City of Brenham subject to the conditions considered by City to be necessary.

Lessee shall not remove or demolish, in whole or in part, any improvements upon the premises without the prior written consent of City, which may, at its discretion, condition such consent upon the obligation of Lessee to replace the same by an improvement specified in such consent.

C. TRASH, GARBAGE, LANDSCAPING.

Lessee shall provide a complete and proper arrangement of the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage, and other refuse caused as a result of the operation of its business. Lessee shall provide and use approved receptacles for all such garbage, trash, and other refuse. Piling of boxes, cartons, barrels, or other similar items in an unattractive or unsafe manner, on or about the leased premises, is prohibited.

Lessee shall be responsible for maintaining suitably attractive yard-appearance, as follows: Lessee shall be responsible for grounds keeping and shall screen any outside storage or work areas by the use of an opaque fence or other suitable opaque barrier so that such storage or work areas shall be hidden from public view from the street.

Lessee is specifically responsible for mowing (and to ensure that weed or grass growth is never allowed in excess of that allowed by City ordinance requirements) and removal of weeds from around fences and buildings for the area within ten feet of the property shown on the attached Exhibit "A". Lessee is encouraged to provide additional landscaping beyond the minimum required by City to assist in enhancing Airport appearance.

D. SIGNS.

Lessee may not install identifying signs on the leased premises except with the written permission of City Manager.

E. UTILITIES.

Lessee shall assume and pay for all costs or charges for utility services furnished to Lessee during the term hereof; provided, however, that Lessee shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense; and Lessee shall pay for any and all service charges incurred therefor.

F. FIELD USE CHARGES.

Nothing herein shall be deemed to relieve Lessee and its tenants, sublessees, patrons, invitees, and others from field landing fees, nor its guests from fuel flowage fees, as are levied by City or the Fixed Base Operator.

G. PAYMENTS DUE.

Lessee agrees that no payments owed by Lessee of any nature whatsoever to City, including payment in advance for service charges, such as garbage collection, or any other sums of any character whatsoever, shall become delinquent or in arrears.

H. COMPLIANCE WITH RULES.

Lessee will comply with any and all federal or state laws, rules and regulations, and all regulations made by the City of Brenham and approved by the City Council.

I. NONDISCRIMINATION/FEDERALLY REQUIRED ASSURANCES.

Lessee, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby agree that "as a covenant running with the land" (1) no person on the grounds of race, color, sex, creed, national origin, or handicapped status shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, or in the construction of any improvements on, or under such land, or the furnishing of services thereof, and (2) that Lessee shall use the premises in compliance with and conduct its operations in accordance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, or Section 504 of the Rehabilitation of 1973 (23 USC 794) and 49 CFR Part 27 and as said regulations may be amended, and that Lessee will comply with such enforcement procedures as the United States might demand that City take.

J. FAA AND OTHER APPROVAL OF USE.

Lessee agrees to secure approval from the Federal Aviation Administration concerning the height and location of all buildings or improvements or modifications thereof which may be constructed or installed on the leased premises and to satisfy any applicable environment or other requirements of federal, state, and local authorities as to noise, smoke, fumes, emissions, storm water, or other hazards or potential hazards or other offensive uses, if any, which may occur as a result of Lessee's operations on the premises.

K. NON-INTERFERENCE WITH OPERATION OF AIRPORT/EASEMENTS.

1. Lessee, by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not make use of the premises in any manner which might interfere with the landing and taking off of aircraft at Airport or otherwise constitute a hazard. If Lessee violates

this, City reserves the right to enter upon the premises and remove the interference at the expense of the Lessee.

2. City shall maintain and keep in good repair the landing area of the Airport and shall have the right to direct and control all activities of the Lessee in this regard.
3. City shall retain an easement over, above and on the premises in relation to aircraft noise and the utilization of the air space for the purposes of the operation of said Airport.

L. LESSEE AUTHORITY.

If applicable, the officers of the Lessee which execute this lease represent and promise that they are duly authorized by corporate resolution or other appropriate authorization to execute the same on behalf of Lessee.

M. ASSIGNMENT, TRANSFER, AND SUBLETTING.

Lessee shall not sell, assign, sublet, or transfer any rights or privileges granted by this Agreement without the prior written approval of the Lessor. The Lessor shall have the exclusive option to grant or refuse such approval. The parking of an aircraft not owned or leased by Lessee within the Premises shall constitute a sublease. Any such sublease, assignment, sale, or transfer shall be grounds, at the option of the Lessor, for the Lessor to immediately terminate this Agreement.

ARTICLE III – OTHER CONDITIONS

- A. Lessee agrees to pay all public utility charges that may be assessed, including charges for gas, electric, water and any other utility charge.
- B. Any holding over by Lessee or his successors, at the expiration or termination of this lease, in whatever manner its termination may be brought about, shall not operate as a renewal of this lease, but during the period of such holding over Lessee shall be a tenant at the will of Lessor.
- C. Lessee shall maintain property and casualty insurance in amounts satisfactory with Lessor and shall provide for public liability insurance in the amount of ONE MILLION AND NO/100 (\$1,000,000.00) DOLLARS in order to protect Lessor against claims arising because of the operation of Lessee. Lessee shall give evidence of insurability. CITY OF BRENHAM, TEXAS shall always be shown as an addition insured. Provided, however, if CITY OF BRENHAM, TEXAS so elects, it may take out said insurance and then prorate said costs to Lessee and any Sublessees on an equitable basis, as determined by CITY OF BRENHAM, TEXAS. The CITY OF BRENHAM reserves the right to require that the amount of any and all types of insurance may be increased upon the CITY OF BRENHAM giving thirty (30) days notice to Lessee or any sublessee.
- D. The CITY OF BRENHAM requires that Lessee and users of Lessee's premises shall agree to be bound by all of the regular rules and regulations as may be set out by the F.A.A. as to pilots and their conduct and that they agree to abide by any and all local rules that may be approved by the City Council of the CITY OF BRENHAM, TEXAS, for pilots at the CITY OF BRENHAM MUNICIPAL

AIRPORT. Lessee shall agree that in the event he is found not to have abided by the rules or does not correct a situation required to be corrected by the City of Brenham, then and in that event, he may lose his privilege to occupy the Hangar that is located on property being leased by the CITY OF BRENHAM, TEXAS.

- E. This Lease is governed by the laws of the State of Texas and venue shall lie exclusively in Washington County, Texas.
- F. If any provision herein is held to be invalid in a court of law, the invalidity of such provision shall in no way affect the validity of any other provision.
- G. Any notice required herein shall be effective upon mailing to the address described herein by depositing said notice in the mail, certified mail – return receipt requested.

APPROVED this the ____ day of _____, 2023

CITY OF BRENHAM (LESSOR)

Milton Y. Tate, Jr., Mayor
City of Brenham
P. O. Box 1059
Brenham, TX 77834-1059

ATTEST:

Jeana Bellinger, City Secretary

DTR FLYING SERVICE, LLC (LESSEE)



DTR Flying Service LLC, A Texas Limited Liability
Company
Daniel G. Carroll, President
21611 Ed Drive
Magnolia, Texas 77355-4534
832-797-6513
Dannycarroll57937@yahoo.com

3301 Aviation Way

A handwritten signature in black ink, reading "Tracy R. Carroll". The signature is fluid and cursive, with the first name "Tracy" being more prominent than the last name "Carroll".

DTR Flying Service LLC, A Texas Limited Liability
Company

Tracy R. Carroll, Vice-President

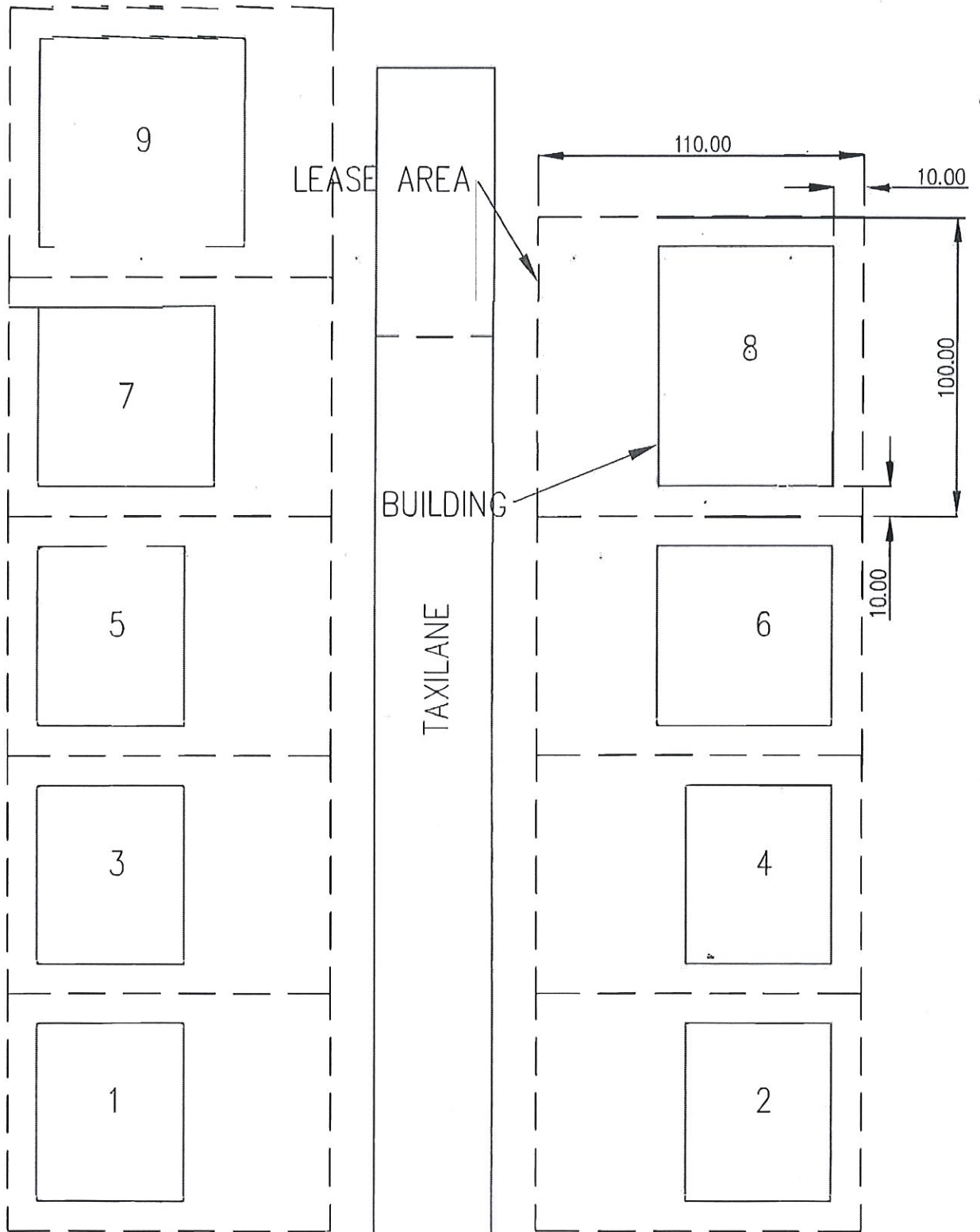
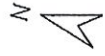
21611 Ed Drive

Magnolia, Texas 77355-4534

832-797-6506

Tracycarroll0670@yahoo.com

Exhibit A - 3301 Aviation Way



LEASE AGREEMENT: CITY OF BRENHAM, TEXAS TO AND WITH DTR FLYING SERVICE, LLC

THE STATE OF TEXAS
COUNTY OF WASHINGTON

This Lease Agreement made and entered into by and between CITY OF BRENHAM, a Texas Home Rule Municipal Corporation, hereinafter called "Lessor" and DTR Flying Service, LLC, a Texas Limited Liability Company, hereinafter called "Lessee":

WITNESSETH:

Lessor, in consideration of the premises and the covenants and agreements herein undertaken to be kept and performed by Lessee does lease unto said Lessee the following described property situated in Washington County, Texas, to have and to hold all and singular the said premises and improvements thereon, together with the rights, privileges and appurtenances thereunto belonging unto said Lessee under the following terms and provisions:

ARTICLE I – PREMISES AND PRIVILEGES

A. DESCRIPTION OF PREMISES.

For and in consideration of the terms, conditions and covenants of this Lease to be performed by Lessee, all of which Lessee accepts, City hereby leases to Lessee the premises, being an area located on the City of Brenham Municipal Airport, north of the CITY OF BRENHAM, TEXAS and being a space of land located as shown on the attached "EXHIBIT A".

Lessee accepts the premises in their present condition subject to and including all defects and Lessee will, without expense to City, repair and maintain any installations thereon and remove, or cause to be removed, any debris, buildings or improvements to the extent required for Lessee's use thereof.

B. TERM.

The term of said lease is for a thirty (30) year term commencing February 2, 2023 and terminating February 1, 2053. The rent for the first year shall be ten (\$.10) cents per square foot per year for 11,000 square feet, payable annually on the anniversary hereof. Any rental fee not paid by the tenth of the month is subject to a late fee of five (\$5) dollars. The Lessee acknowledges and agrees that the City reserves the right to adjust the Lease rental rate in an amount not to exceed an increase of two (\$.02) cents per square foot in a five (5) year period.

C. ACCESS.

Upon paying the rental hereunder and performing the requirements of this Lease, Lessee shall have the right of access to and from said premises over such roadway(s), as may be designed for that purpose and the right of access to and from the landing area for airplanes over taxiways and aircraft parking ramps as provided by City at its sole discretion. Said roadway(s), aircraft parking ramps and taxiways shall be used jointly with other airport tenants, ~~but not for the conduct of business of another Lessee's premises and may be used for the conduct of authorized business, however and~~ Lessee's use of the aircraft parking ramps and taxiways shall not interfere with the rights and privileges of other persons

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or firms using said facilities and shall be subject to such weight and type use restrictions as the City Council deems necessary.

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1. Development. City, at its sole discretion, reserves the right to further develop or improve the aircraft operating area of the airport as it sees fit and to take action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent Lessee from erecting or permitting to be erected, any building or other structure on the Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft.
2. Oil, Gas, Mineral Interests. It is understood and agreed that this Lease is made subject and subordinate to the terms of any oil, gas, and other mineral interest; leases; or right-of-way easements of any nature that may have been executed heretofore.

City agrees that (1) if it should, as a mineral owner under the premises, develop all or part of the Airport for oil, gas or other mineral purposes, no well will be drilled or other operations conducted on the leased premises, and (2) in the event it should hereafter execute an oil, gas or other mineral lease in favor of a third party covering the Airport area, or a portion thereof, it will cause such lease to contain a provision that the Lessee therein will not conduct any of its drilling or other operations on the land covered by this Lease, or in a manner which would unreasonably interfere with Lessee's use and enjoyment of the premises.

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3. No person may utilize living quarters on Airport Property, including on the leased premises, as a permanent residence.
- ~~3-4.~~ Sales of alcoholic beverages at the leased premises, except with City approval.
- ~~4-5.~~ Sales, advertisement, or storage of non-aviation products.
- ~~5-6.~~ Storage, transfer, or sale of fuel.
- ~~6-7.~~ Any sublease which allows further sublease by Lessee's tenant.
- ~~7-8.~~ Any use prohibited by law.

G. EXPIRATION.

Upon the expiration of this Lease,

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Any of the following events constitutes default:

1. An act of the Lessee which is in variation with the site plan and is not corrected after 30 days' notice by Lessor to Lessee of said default,
2. The nonperformance by Lessee of any other covenant or condition of this ~~Lease~~ lease which is not cured within thirty (30) days after written notice thereof from Lessor, or
3. The subjection of any of Lessee's property to any levy, seizure, assignment, application, or sale for or by any creditor or governmental agency.

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Lessee is specifically responsible for mowing (and to ensure that weed or grass growth is never allowed in excess of that allowed by City ~~weed~~-ordinance requirements) and removal of weeds from around fences and buildings for the area within ten feet of the property shown on the attached Exhibit "A". Lessee is encouraged to provide additional landscaping beyond the minimum required by City to assist in enhancing Airport appearance.

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Lessee agrees that no payments owed by Lessee of any nature whatsoever to City, including payment in advance for service charges, such as garbage collection, or any other sums of any character whatsoever, shall become delinquent or in arrears.

H. COMPLIANCE WITH RULES.

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I. NONDISCRIMINATION/FEDERALLY REQUIRED ASSURANCES.

Lessee, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby agree that "as a covenant running with the land" (1) no person on the grounds of race, color, sex, creed, national origin, or handicapped status shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, or in the construction of any improvements on, or under such land, or the furnishing of services thereof, and (2) that Lessee shall use the premises in compliance with and conduct its operations in accordance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, or Section 504 of the Rehabilitation of 1973 (23 USC 794) and 49 CFR Part 27 and as said regulations may be amended, and that Lessee will comply with such enforcement procedures as the United States might demand that City take.

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1. Lessee, by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not make use of the premises in any manner which might interfere with the landing and taking off of aircraft at Airport or otherwise constitute a hazard. If Lessee violates

this, City reserves the right to enter upon the premises and remove the interference at the expense of the Lessee.

2. City shall maintain and keep in good repair the landing area of the Airport and shall have the right to direct and control all activities of the Lessee in this regard.
3. City shall retain an easement over, above and on the premises in relation to aircraft noise and the utilization of the air space for the purposes of the operation of said Airport.

L. LESSEE AUTHORITY.

If applicable, tThe officers of the Lessee which execute this lease represent and promise that they are duly authorized by corporate resolution or other appropriate authorization to execute the same on behalf of Lessee.

M. ASSIGNMENT, TRANSFER, AND SUBLETTING.

Lessee shall not sell, assign, sublet, or transfer any rights or privileges granted by this Agreement without the prior written approval of the Lessor. The Lessor shall have the exclusive option to grant or refuse such approval. The parking of an aircraft not owned or leased by Lessee within the Premises shall constitute a sublease. Any such sublease, assignment, sale, or transfer shall be grounds, at the option of the Lessor, for the Lessor to immediately terminate this Agreement.

ARTICLE III – OTHER CONDITIONS

- A. Lessee agrees to pay all public utility charges that may be assessed, including charges for gas, electric, water and any other utility charge.
- B. ~~2.~~ Any holding over by Lessee or his successors, at the expiration or termination of this lease, in whatever manner its termination may be brought about, shall not operate as a renewal of this lease, but during the period of such holding over Lessee shall be a tenant at the will of Lessor.
- C. ~~3.~~ Lessee shall maintain property and casualty insurance in amounts satisfactory with Lessor and shall provide for public liability insurance in the amount of ONE MILLION AND NO/100 (\$1,000,000.00) DOLLARS in order to protect Lessor against claims arising because of the operation of Lessee. Lessee shall give evidence of insurability. CITY OF BRENHAM, TEXAS shall always be shown as an addition insured. Provided, however, if CITY OF BRENHAM, TEXAS so elects, it may take out said insurance and then prorate said costs to Lessee and any Sublessees on an equitable basis, as determined by CITY OF BRENHAM, TEXAS. The CITY OF BRENHAM reserves the right to require that the amount of any and all types of insurance may be increased upon the CITY OF BRENHAM giving thirty (30) days notice to Lessee or any sublessee.

- D. ~~4.~~ The CITY OF BRENHAM requires that Lessee and users of Lessee's premises shall agree to be bound by all of the regular rules and regulations as may be set out by the F.A.A. as to pilots and their conduct and that they agree to abide by any and all local rules that may be approved by the City Council of the CITY OF BRENHAM, TEXAS, for pilots at the CITY OF BRENHAM MUNICIPAL AIRPORT. Lessee shall agree that in the event he is found not to have abided by the rules or does not correct a situation required to be corrected by the City of Brenham, then and in that event, he may lose his privilege to occupy the Hangar that is located on property being leased by the CITY OF BRENHAM, TEXAS.
- E. ~~5.~~ This Lease is governed by the laws of the State of Texas and ~~performable venue shall lie exclusively~~ in Washington County, Texas.
- F. ~~6.~~ If any provision herein is held to be invalid in a court of law, the invalidity of such provision shall in no way affect the validity of any other provision.
- G. ~~7.~~ Any notice required herein shall be effective upon mailing to the address described herein by depositing said notice in the mail, certified mail – return receipt requested.

APPROVED this the ____ day of _____, 202~~32~~

CITY OF BRENHAM (LESSOR)

Milton Y. Tate, Jr., Mayor
City of Brenham
P. O. Box 1059
Brenham, TX 77834-1059

ATTEST:

Jeana Bellinger, City Secretary

DTR FLYING SERVICE, LLC (LESSEE)

DTR Flying Service LLC, A Texas Limited Liability
Company
Daniel G. Carroll, President
21611 Ed Drive
Magnolia, Texas 77355-4534
832-797-6513
Dannycarroll57937@yahoo.com

3311 Aviation Way

DTR Flying Service LLC, A Texas Limited Liability
Company
Tracy R. Carroll, Vice-President
21611 Ed Drive
Magnolia, Texas 77355-4534
832-797-6506
Tracycarroll0670@yahoo.com



Regular City Council
AGENDA ITEM 6-E.

Agenda Item: Approve Resolution No. R-23-005 Authorizing the Submission of A Grant Application to the Office of the Governor, Public Safety Office, Homeland Security Grants Division, FY2023 State Homeland Security Program, LETPA Projects (SHSP-I) for the Purchase of Forty (40) Sets of 24" RatKit Breaching Equipment

Meeting Type: Regular Meeting-February 02, 2023

Department: Police

Staff Contact: Steven Eilert

SUMMARY STATEMENT:

The Department is seeking approval for submission of a grant application to the Office of the Governor for 40 sets of 24" RatKit Breaching Tools. If awarded, this grant will be in the amount of \$22,952.00. There is no matching funds requirement. If this grant application is successful, BPD will have all Officers equipped with necessary tools to gain forced entry into buildings if situations dictate the need. Breaching tools are a necessity in Law Enforcement. While the purpose of this grant is related to a terrorism nexus it can be utilized for other types of incidents. Such as Active Shooters, Natural Disasters, Vehicle Entrapments, and other critical incidents.

ATTACHMENTS:

- (1) Resolution No. R-23-005
- (2) Quote

RECOMMENDED ACTION:

Approve Resolution No. R-23-005 authorizing the Brenham Police Department to apply for a grant from the Office of the Governor, Public Safety Office, in the amount of \$22,952.00 for the FY2023 State Homeland Security Program - LETPA Project (SHSP-L) for the purchase of forty (40) sets of 24" RatKit Breaching Tools.

RESOLUTION NO. R-23-005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS APPROVING THE SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR, HOMELAND SECURITY GRANTS DIVISION, FOR THE 2023 STATE HOMELAND SECURITY PROGRAM – LETPA PROJECTS (SHSP-L)

WHEREAS, Federal funds were authorized under Section 2002 of the Homeland Security Act of 2002 to state and local jurisdictions; and

WHEREAS, the 2023 State Homeland Security Program – LETPA Projects (SHSP-L) grant provides support for state and local projects to prevent terrorism and targeted violence and help local governments prepare for threats and hazards that pose the greatest risk to the security of Texas citizens; and

WHEREAS, the Office of the Governor, Public Safety Office, Homeland Security Grants Division is now taking applications for projects under this Program; and

WHEREAS, if awarded, the 2023 State Homeland Security Program – LETPA Projects (SHSP-L) will provide grant monies for the purchase of forty (40) sets of twenty-four inch (24”) RatKit breaching tools for the Brenham Police Department;

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

1. That the City Council hereby finds it in the best interest of the citizens of Brenham, Texas that the 2023 State Homeland Security Program – LETPA Projects (SHSP-L) project be operated in Fiscal Year 2023.
2. That the City Council agrees to provide applicable matching funds for the project as required by the Homeland Security Grant Program grant application.
3. That the City Council agrees that in the event of loss or misuse of the Office of the Governor funds, the City Council assures that the funds will be returned to the Office of the Governor in full.
4. The City Council designates the Mayor and/or the Chief of Police as the grantee’s authorized official(s). The authorized official(s) is/are given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the City of Brenham, Texas.

PASSED AND APPROVED on this the 2nd day of February 2023.

ATTEST:

Milton Y. Tate, Jr.,
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

Rapid Assault Tools

170 John Roberts Rd Ste 18
South Portland, ME 04106 US
(603) 477-2090
sales@ratoools.com
www.ratoools.com



Quote

ADDRESS	SHIP TO	QUOTE	11767
Steven Eilert	Sgt. Steven Eilert	DATE	01/10/2023
Brenham Police Department (TX)	Brenham Police Department	EXPIRATION	04/27/2024
	1800 Longwood Drive	DATE	
	Brenham, TX 77833		
SALES REP	LEAD TIME		
Marcos Kapsalis	90 Days		

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	RK24	24" RatKit™ in Carrybag	40	561.00	22,440.00
Please Note: EXP Date of 04/27/2024 OK'd per					
SUBTOTAL					22,440.00
SHIPPING					512.00
TOTAL					\$22,952.00

Accepted By

Accepted Date



Regular City Council
AGENDA ITEM 6-F.

Agenda Item: Approve Resolution No. R-23-006 Authorizing the Submission of a Grant Through the Office of the Governor, Public Safety Office, Criminal Justice Division, FY2024 Criminal Justice Grant Program for the Purchase of One (1) R.A.T. Breaching Door

Meeting Type: Regular Meeting-February 02, 2023

Department: Police

Staff Contact: Steven Eilert

SUMMARY STATEMENT:

The Department is seeking approval for submission of a grant application to the Office of the Governor for 1 Rat Breaching Door. If awarded, this grant will be in the amount of \$10,607.00 There is no matching funds requirement. If this grant application is successful, BPD will have a piece of equipment that Officers will be able to train on in order to learn successful breaching techniques. This breaching door can be utilized in Mechanical, Ballistic, and Explosive breaching techniques. This will help better train Officers in possible situations that may be encountered.

ATTACHMENTS:

- (1) Resolution No. R-23-006
- (2) Quote

RECOMMENDED ACTION:

Approve Resolution No. R-23-006 authorizing the Brenham Police Department to apply for a grant through the Office of the Governor, Public Safety Office, Criminal Justice Division FY2024 Criminal Justice Grant Program in the amount of \$10,607.00 for the purchase of one (1) R.A.T. Breaching Door.

RESOLUTION NO. R-23-006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS APPROVING THE SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE - CRIMINAL JUSTICE DIVISION, FOR THE CRIMINAL JUSTICE GRANT PROGRAM, FY2024

WHEREAS, Federal funds were authorized under Section 2002 of the Homeland Security Act of 2002 to state and local jurisdictions; and

WHEREAS, the Criminal Justice Grant Program, FY2024 grant provides support for state and local projects that promote public safety, reduce crime, and improve the criminal justice system; and

WHEREAS, the Office of the Governor, Public Safety Office - Criminal Justice Division, is now taking applications for projects under this Program; and

WHEREAS, if awarded, the Criminal Justice Grant Program, FY2024 will provide grant monies for the purchase of 1 Rat Breaching Door for the Brenham Police Department;

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

1. That the City Council hereby finds it in the best interest of the citizens of Brenham, Texas that the Criminal Justice Grant Program, FY2024 project be operated in Fiscal Year 2024.
2. That the City Council agrees to provide applicable matching funds for the project as required by the Homeland Security Grant Program grant application.
3. That the City Council agrees that in the event of loss or misuse of the Office of the Governor funds, the City Council assures that the funds will be returned to the Office of the Governor in full.
4. The City Council designates the Mayor and/or the Chief of Police as the grantee's authorized official(s). The authorized official(s) is/are given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the City of Brenham, Texas.

PASSED AND APPROVED on this the 2nd day of February 2023.

ATTEST:

Milton Y. Tate, Jr.,
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

Rapid Assault Tools

170 John Roberts Rd Ste 18
South Portland, ME 04106 US
(603) 477-2090
sales@ratools.com
www.ratools.com



Quote

ADDRESS	SHIP TO	QUOTE	11768
Steven Eilert	Sgt. Steven Eilert	DATE	01/10/2023
Brenham Police Department (TX)	Brenham Police Department		
	1800 Longwood Drive		
	Brenham, TX 77833		
SALES REP	LEAD TIME		
Marcos Kapsalis	90 Days		

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	TD8040-FS	All-in-One RatDoor (Free-standing)	1	5,568.00	5,568.00
	MAT-Option	Mat Platform for TD8040	1	2,168.00	2,168.00
	WHEELS-Option	Wheel Kit for TD8040FS	1	454.00	454.00
	BI-Option	Kit for Built In option for the TD8040 series doors to allow the door to be used in either Free Standing or Built into a wall.	1	200.00	200.00
	AB-Option	Adjustable Breach Option for TD8040	1	537.00	537.00
	PRY-Option	PRY option (previously Fire option) for TD8040	1	511.00	511.00
	BD-Option	Burglar Door Option	1	704.00	704.00
SUBTOTAL					10,142.00
SHIPPING					465.00
TOTAL					\$10,607.00



Regular City Council
AGENDA ITEM 6-G.

Agenda Item: Approve Resolution No. R-23-007 Authorizing the Submission of a Grant Through the Office of the Governor, Public Safety Office, Homeland Security Grants Division, FY2023 State Homeland Security Program - Regular Projects (SHSP-R) for the Purchase of Two (2) Trinity Innovative Solutions Portable Surveillance Kits

Meeting Type: Regular Meeting-February 02, 2023

Department: Police

Staff Contact: Steven Eilert

SUMMARY STATEMENT:

The Department is seeking approval for submission of a grant application to the Office of the Governor for two portable surveillance kits. If awarded, this grant will be in the amount of \$29,850.00. There is no matching funds requirement. This camera system will provide a useful tool to the Brenham Police Department. It also comes equipped with ALPR capabilities. If this grant application is successful, BPD will remain in a network of law enforcement agencies in the state that will alert them when a license plate that is flagged in a national or state database drives past an ALPR in Brenham. The Department will also be able to create its own local hotlist of license plates, which will assist in clearing local warrants and locating persons of interest here in the City. While the purpose of this grant is terrorism prevention, the Department anticipates that the ALPR units will be utilized for a multitude of law enforcement functions. In the past, the Department has utilized its 2 current ALPR trailers with great success.

ATTACHMENTS:

- (1) Resolution No. R-23-007
- (2) Quote

RECOMMENDED ACTION:

Approve Resolution No. R-23-007 authorizing the Brenham Police Department to apply for a grant from the Office of the Governor, Homeland Security Grants Division in the amount of \$22,952.00 for the FY2023 State Homeland Security Program - Regular Project (SHSP-R) for the purchase of two (2) Trinity Innovative Solutions portable surveillance kits.

RESOLUTION NO. R-23-007

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS APPROVING THE SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR, HOMELAND SECURITY GRANTS DIVISION, FOR THE 2023 STATE HOMELAND SECURITY PROGRAM – REGULAR PROJECTS (SHSP-R)

WHEREAS, Federal funds were authorized under Section 2002 of the Homeland Security Act of 2002 to state and local jurisdictions; and

WHEREAS, the 2023 State Homeland Security Program – Regular Projects (SHSP-R) grant provides support for state and local projects to prevent terrorism and targeted violence and help local governments prepare for threats and hazards that pose the greatest risk to the security of Texas citizens; and

WHEREAS, the Office of the Governor, Public Safety Office, Homeland Security Grants Division is now taking applications for projects under this Program; and

WHEREAS, if awarded, the 2023 State Homeland Security Program – Regular Projects (SHSP-R) will provide grant monies for the purchase of 2 Trinity Innovative Solutions Portable Surveillance Kits for the Brenham Police Department;

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

1. That the City Council hereby finds it in the best interest of the citizens of Brenham, Texas that the 2023 State Homeland Security Program – Regular Projects (SHSP-R) project be operated in Fiscal Year 2023.
2. That the City Council agrees to provide applicable matching funds for the project as required by the Homeland Security Grant Program grant application.
3. That the City Council agrees that in the event of loss or misuse of the Office of the Governor funds, the City Council assures that the funds will be returned to the Office of the Governor in full.
4. The City Council designates the Mayor and/or the Chief of Police as the grantee's authorized official(s). The authorized official(s) is/are given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the City of Brenham, Texas.

PASSED AND APPROVED on this the 2nd day of February 2023.

ATTEST:

Milton Y. Tate, Jr.,
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary



Trinity Innovative Solutions, LLC

5605 FM 423
Suite 500, PMB 422
Frisco, TX, 75036-8976
Phone: 972-292-3993

Web: <http://www.tsmtexas.com>

Quote

Quote Number: Q001349
Order Date: 1/26/2023
Valid Until: 3/26/2023
Sales Person: Jeff Merriman
Customer ID: C0000468
Reference:

ISSUED TO:

Brenham TX Police Department
1800 Longwood Dr
Brenham TX 77833
United States of America
Attn: Sgt. Seth Klehm

REFERENCE		TIS Portable Surveillance Cans w/1-Year Vigilant LPR				
NO.	ITEM	DESCRIPTION	QTY.	UOM	PRICE	AMOUNT
1	TIS-PORT-SURV-KIT	Portable Surveillance Kit Includes TIS Edge Processor (i7 Intel CPU, 32GB RAM, 1TB Samsung NVMe, Windows 10 Pro 64-bit OS, WiFi/BT/LTE-Band-14 FirstNet compliant), 1 X 5mP PTZ cameras (5MP Prime Series HD Color-Low-Light IR VF Motorized Bullet Network Camera, 1/2.7", 5.0 megapixel, progressive scan, CMOS, 2.7 ~ 13.5mm, AF automatic focusing and motorized zoom lens, 2D/3D DNR, Up to 50m (164ft) IR range, WDR 120dB, Ultra 265, H.265, H.264, MJPEG, Two-way audio, Micro SD, up to 256GB, Support 9:16 Corridor Mode, Metal Material, Ingress Protection IP67), Aluminum construction, temperature controlled, comes with 2 portable brackets. Pigtail power cord.	2.00	EA	13,875.00	27,750.00
2	FRT-GENERAL	Packaging & Freight	1.00	EA	100.00	100.00
3	VS-3PC-1EL	Single competitive camera license - Edge processing. Annual single camera license for 3rd party camera with edge processing, Edge processing device sold separately	2.00	EA	1,000.00	2,000.00

Signature:

Quote Total: 29,850.00
Less Discount: 0.00
Tax Total: 0.00
Total, US\$: 29,850.00

NOTE:



Regular City Council
AGENDA ITEM 6-H.

Agenda Item: Purchase of a F-750 Ford Truck for the City of Brenham's Electric Department and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-February 02, 2023

Department: Public Utilities

Staff Contact: Alton Sommerfield

SUMMARY STATEMENT:

Council approved the purchase of a replacement Chipper Truck and Chipper Bed for the Electric Department in the 2022-2023 budget in the amount of \$156,414.00. Currently, local dealers are experiencing supply issues resulting in long lead times and up to 2 years for delivery. Staff searched for alternative options and fortunately located available complete units. Complete units are trucks pre-equipped with a Chipper Bed. The units are in stock and ready for delivery upon approval. This option would eliminate the need to mount a Chipper Body on a new chassis as was the intended plan.

Three units were located with similar specifications for which Staff obtained price quotes. The low quote received in the amount of \$101,653.00 is a 550-class 2021 year model truck with a lower GVW rating than the 750-class Ford; however, staff expressed concerns that this unit will be too small when towing the chipper combined with a full load of wood chips. Therefore, staff recommends the purchase of the F-750 Ford with a Chipper body mounted to the chassis from Crossroads Ford, Inc., in the amount of \$116,700.00.

ATTACHMENTS:

- (1) Quote - Crossroads
- (2) Quote - Bighorn Body Company
- (3) Quote - Custom Truck One Source
- (4) Quote - Capital Ford

RECOMMENDED ACTION:

Approve the purchase of a F-750 Ford truck, with a chipper body mounted to the chassis, from Crossroads Ford, Inc. for the City of Brenham Electric Department in the amount of \$116,700.00 and authorize the Mayor to execute any necessary documentation.

Date: 01/09/2023

VEHICLE BUYER'S ORDER

Buyer Name and Address 318980 CITY OF BRENHAM 506 SOUTH AUSTIN ST BREHMAN TX 77833	Co-Buyer Name and Address N/A	Seller Name and Address CROSSROADS FORD, INC. 1501 N SALEM ST APEX NC 27502
Email: Phone: Cell:	Email: N/A Phone: N/A Cell: N/A	Salesperson: Deal Number: 444557

THIS BUYER'S ORDER IS FOR THE FOLLOWING ☒ NEW ☐ USED ☐ CAR ☒ TRUCK

TO BE DELIVERED ON OR ABOUT 01/09/2023

Year	Make	Model	Type	Trim	Color	Mileage	Stock #
2023	FORD	TRUCK	S-DTY F-75	REG CAB	OXFORD WHIT	56	T380018
TRADE IN RECORD 1				VIN 1FDNF7DE31DF05676			
YR	MAKE	MODEL	TYPE	PRICE OF VEHICLE			
N/A	N/A	N/A	N/A	\$ 116500.00			
COLOR	TRIM	MILEAGE	DEALER ACCESSORIES:				
N/A	N/A	N/A	N/A				
VIN	TITLE NO.		PLATE NO.	EXP DATE	N/A		
N/A	N/A		N/A	N/A	N/A		
OWNER	LOAN #		N/A				
N/A	N/A		N/A				
LIFTHOLDER	PHONE		N/A				
N/A	N/A		N/A				
ADDRESS	SPOKE WITH		N/A				
N/A	N/A		N/A				
AMOUNT	GOOD TILL	VERIFIED BY	N/A				
N/A	N/A	N/A	N/A				
TRADE IN RECORD 2				SUB-TOTAL			
YR	MAKE	MODEL	TYPE	116500.00			
N/A	N/A	N/A	N/A	N/A			
COLOR	TRIM	MILEAGE	N/A				
N/A	N/A	N/A	N/A				
VIN	TITLE NO.		PLATE NO.	EXP DATE	N/A		
N/A	N/A		N/A	N/A	N/A		
OWNER	LOAN #		N/A				
N/A	N/A		N/A				
LIFTHOLDER	PHONE		N/A				
N/A	N/A		N/A				
ADDRESS	SPOKE WITH		N/A				
N/A	N/A		N/A				
AMOUNT	GOOD TILL	VERIFIED BY	N/A				
N/A	N/A	N/A	N/A				
COLLISION COVERAGE				TOTAL DELIVERED PRICE			
NAME OF AGENT	PHONE		116500.00				
N/A	N/A		N/A				
ADDRESS	N/A		N/A				
POLICY NUMBER	COLLISION DEDUCTIBLE		TRADE-IN ALLOWANCE(S)				
N/A	N/A		N/A				
INSURANCE CO	SPOKE WITH		CASH PRICE OR TRADE DIFFERENCE				
N/A	N/A		116500.00				
EFFECTIVE DATE	EXP DATE	VERIFIED BY	N/A				
N/A	N/A	N/A	N/A				
NOTICE PROVIDED IN ACCORDANCE WITH N.C.G.S. 20-101.2				PLUS: DEALER ADMINISTRATIVE FEE			
Dealer may receive a fee, commission or other compensation for providing, procuring or arranging financing for the retail purchase or lease of a motor vehicle, for which Buyer may be responsible.				199.00			
DEALER ADMINISTRATIVE FEE				PLUS: HIGHWAY USE TAX			
The Dealer Administrative Fee represents Dealer costs such as administrative services, notary services, courier expense and cleaning, inspecting and adjusting new and used vehicle inventories as well as additional Dealer profit. It is not a government fee.				N/A			
NEGATIVE EQUITY				PLUS: TAG, TITLE, AND REGISTRATION FEE			
Buyer is aware the balance owed on Buyer's trade-in exceeds the trade-in allowance offered by Dealer. Accordingly, Buyer understands that				1.00			
N/A will be paid off on Buyer's behalf to				PLUS: PAYOFF ON TRADE VEHICLE(S)			
N/A and this amount is included				N/A			
when computing the "balance due."				N/A			
				TOTAL BALANCE			
				\$ 116700.00			
				MAINTENANCE AGREEMENTS			
				N/A			
				LESS INITIAL PAYMENT/CASH DOWN			
				N/A			
				LESS REBATE/FACTORY INCENTIVE			
				N/A			
				BALANCE DUE			
				\$ 116700.00			

Quote

January 6, 2023

979-551-2596

Prepared For: City of Brenham
 506 S. Austin Street
 Brenham, TX 77833

SUBJECT: 2023 Ford 750 Regular Cab with 1472 Chipper Body**Validity: Valid as Long as Truck Chassis is in Stock****Truck Specs**

- 2023 Ford Regular Cab – 6.7L Power Stroke Diesel Engine – 270HP- Engine Block Heater
- 6 Speed Automatic Transmission
- 25,999lbs GVW
- Hydraulic Brakes
- Vinyl Seating
- AM/FM/Bluetooth
- Air Conditioning
- Power Windows and Door Locks
- 11R22.5 Tires
- Electric Shift PTO – Brake Controller – Back Up Alarm
- 50 Gallon Aluminum Fuel Tank – Painted Oxford White

Body Specs

- 14ft Chipper Body 14ft Long x 72in Tall x 96in Wide
- "L" Style Toolbox - 24in "I" Box Section
- 48in Underbody Section open to the "I" Box giving you 72" Long Storage
- All Locks Keyed Alike – Theft Rods on Bin Doors
- Chipper Air Exhaust Vents.
- Single Tailgate with 270 Degree Swing- Hinge on Curb Side
- Inside Ladder and Pruner Pole Box on Curb Side
- (2) Wheel Chock Holders – One each Side with one Rubber Wheel Chock
- 4 Point Strobe Lights (LED)
- All LED Lighting, Wiring in Loom or outer cover protected
- Back Up Alarm - DOT Triangles - 5lbs Fire Extinguisher
- Pintle Hitch/Plate w/Lashing Rings for Safety Chains /Loop for Trailer Breakaway Strap
- 6 Pin Round and 7 RV Trailer Sockets
- Painted White

Price Shelby, NC	\$105,500.00
Price delivered to Brenham, TX	\$3,000.00
Total	\$108,500.00

*Price does not include tax or tag fees

Accepted By: _____ Date: _____

Thank you
 Tyler Trice



Custom Truck & Equipment
7701 E 24 Highway
Kansas City, MO 64125
Phone: (816) 241-4888
Fax: (816) 241-8826
www.customtruck.com

CUSTOM TRUCK & EQUIPMENT RETAIL BUYERS ORDER

City of Brenham Texas
Jason Lange
Phone: (979) 337-7200
Email: jlange@cityofbrenham.org
Salesperson: Brian McCormick
Date: January 6, 2023
Quote Number: Q-24867

TITLE INFORMATION

Name as it Should Appear on Title: City of Brenham Texas

Address as it Should Appear on Title: 200 W Vulcan St, Brenham, TX 77833-3149

BILLING INFORMATION

Bill-To Name: City of Brenham Texas

Address as it Should Appear on Invoice: 200 W Vulcan St, Brenham, TX 77833-3149

SALES ORDER

UNIT(S) DESCRIPTION	PRICE
2021 Chevrolet 5500 4X4 / 1166 Load King Chip Body QL-0051224 VIN: 1HTKJPVK7MH657865 Year: 2021 Make: Chevrolet Model: 5500 Body Type: Chipper Body Truck	\$99,750.00
Delivery Address: 200 W Vulcan St, Brenham, TX 77833-3149	Freight: \$1,850.00
Additional Notes: Customer pick up in Fort Worth, TX	
Texas Commercial Inspection	\$ 40.00
CAT Certified Weight Ticket	\$ 13.00
TOTAL FREIGHT: \$ 1,850.00	
**ADMINISTRATIVE FEE: \$ 0.00	

TOTAL: \$ 101,653.00

Price is subject to change Without Notice and is Not Guaranteed due to Fluctuation in Material or Component Prices, Including Manufacturer's Surcharges.

DEPOSIT WITH ORDER: \$ 0.00

AMOUNT DUE PRIOR TO PICKUP OR DELIVERY: \$ 101,653.00

THIS IS NOT AN INVOICE. Payment should not be made from this document. Freight and taxes quoted in this Retail Buyers Order, including Federal Excise Tax, sales tax and other taxes, are approximate and for estimation purposes only. Actual freight and taxes may vary and will be reflected on a final invoice.

Any Purchase Order listed is for customer reference purposes only, terms and conditions of sale are dictated by this Retail Buyers Order.

***AN ADMINISTRATIVE FEE IS NOT AN OFFICIAL FEE AND IS NOT REQUIRED BY LAW BUT MAY BE CHARGED BY A DEALER. THIS ADMINISTRATIVE FEE MAY RESULT IN A PROFIT TO DEALER. NO PORTION OF THIS ADMINISTRATIVE FEE IS FOR THE DRAFTING, PREPARATION, OR COMPLETION OF DOCUMENTS OR THE PROVIDING OF LEGAL ADVICE. THIS NOTICE IS REQUIRED BY LAW.

ACCEPTED DEALER
(NAME)

SIGNATURE

INITIALS

PURCHASER'S CERTIFICATION

1. I hereby certify that this order includes all of the terms and conditions on both the face and reverse side hereof. That this order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE; AND

2. I have reviewed this order and fully understand that my new unit will be equipped only with the optional equipment specifically listed on the face of this order plus all standard equipment as designated by the manufacturer at time of delivery; AND

TRANSIT DAMAGE

3. Purchaser acknowledges that there may have been certain transit and/or storage damage to the vehicle sold by the seller herein, and Purchaser hereby releases the Seller

CONTINUATION OF TERMS AND CONDITIONS CONSTITUTING A PART OF PURCHASE ORDER

for any and all claims arising out of such transit and/or storage damage.

4. THIS IS A CASH SALE

5. NOTICE: IF YOU ARE BUYING A USED VEHICLE, SEE THE REVERSE SIDE UNDER "PROVISIONS APPLICABLE ON SALE OF A USED VEHICLE" BECAUSE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED AND CERTAIN STATEMENTS ARE MADE CONCERNING THE ODOMETER READING

6. I certify that I am 18 years of age, or older; and that I have read the printed matter on the front and back hereof and agree to it as a part of this order the same as if it were printed above my signature. I/we authorize you to check my/our credit and employment history and to provide and/or obtain information about credit experience with me/us "THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES."

Purchaser(s) Signature and Date I hereby agree to purchase from you under the terms and conditions specified:

X

7. If Purchaser intends to obtain a certificate of title for this vehicle in a state where selling dealer is licensed to sell this vehicle (or is not required to be licensed to sell this vehicle), Purchaser will accept delivery of this vehicle at a selling dealer location in that state, or such other location as selling dealer and Purchaser may agree. If Purchaser intends to obtain a certificate of title for this vehicle in a state where selling dealer is not licensed to sell this vehicle (and would have otherwise been required to be licensed to sell this vehicle), unless selling dealer and Purchaser otherwise agree, selling dealer will coordinate the shipment of this vehicle to purchaser from Kansas City, Missouri. In such case, Purchaser hereby authorizes selling dealer, on behalf of Purchaser, to enter into a shipping contract with a third-party common carrier for the shipment of this vehicle to Purchaser's physical address set forth on the first page of this Retail Buyers Order, or such other location as selling dealer and Purchaser may agree. Purchaser agrees that delivery of this vehicle, including the transfer of title and risk of loss to purchaser, will occur at the time that this vehicle is loaded onto the common carrier's transport (i.e., FOB shipping point). The carrier will insure this vehicle while in transit, and the Purchaser will be the beneficiary of any claims for damage to this vehicle or losses occurring while this vehicle is in the possession of the common carrier. The shipping cost, if required, will either be included on this Retail Buyers Order as a separate line item, will be included in the purchase price of the vehicle or separately invoiced per Purchaser's instructions. The sale of this vehicle from selling dealer to Purchaser will be deemed to have occurred in Kansas City, Missouri.

8. ARBITRATION

MANDATORY ARBITRATION OF DISPUTES; ANY CLAIM, CONTROVERSY OR DISPUTE OF ANY KIND BETWEEN THE CUSTOMER AND THE COMPANY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER BASED ON CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL OR EQUITABLE THEORY) SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION PURSUANT TO THE FOLLOWING TERMS.

a. The Federal Arbitration Act, not state law, shall govern the arbitration process and the question of whether a claim is subject to arbitration. The customer, however, retains the right to take any claim, controversy or dispute that qualifies to small claims court rather than arbitration.

b. A single arbiter engaged in the practice of law will conduct the arbitration. The arbitrator will be selected according to the rules of the American Arbitration Association or, alternatively; may be selected by agreement of the parties, who shall cooperate in good faith to select the arbitrator. The arbitration shall be conducted by, and under the then-applicable rules of the American Arbitration Association. Any required hearing fees and costs shall be paid by the parties as required by the applicable rules, but the arbitrator shall have the power to apportion such costs as the arbitrator deems appropriate.

c. The arbitrator's decision and award will be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court with jurisdiction.

NOTICE: LANGUAGE IN SECTION 3, SECTION 6, AND SECTION 7 BELOW DISCLAIMING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON VEHICLE WHICH IS SUBJECT OF THIS ORDER DOES NOT APPLY WHEN A SERVICE CONTRACT IS SOLD WITHIN 90 DAYS OF THE VEHICLE'S DATE OF SALE IN WHICH THE DEALER IS LEGALLY LIABLE UNDER THE SERVICE CONTRACT.

Provisions Applicable On Sale Of New Vehicle

1. PRICE REVISION: In the event the price to dealer of the series and body type ordered by purchaser is changed by the manufacturer prior to delivery to purchaser of the vehicle ordered by purchaser, dealer has the right to accordingly change the cash delivered price to purchaser, provided that if purchaser does not agree with such price change, purchaser may cancel this Purchase Order, in which event if a used vehicle has been traded in as a part of the consideration for the vehicle purchased by purchaser such traded-in vehicle shall be returned to purchaser upon payment of a reasonable charge for storage and repairs (if any), or, if such traded-in vehicle has been previously sold by dealer the amount received therefore less a selling commission of 15% and any expenses (for storing, insuring, conditioning or advertising such vehicle for sale) shall be returned to purchaser.

2. It is understood that there is not relationship of principal and agent between the dealer and the manufacturer and that the dealer is not authorized to act or attempt to act, or represent himself, directly or by implication, as agent of the manufacturer, or in any manner assume to create, or attempt to assume to create, any obligation on behalf of or in the name of the manufacturer.

3. The only warranties applying to this vehicle are those offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties either expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the vehicle. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits or income, or any other incidental damages.

The manufacturer's printed warranty offered on the sale of new vehicles will be furnished to the purchaser upon delivery of the vehicle. Copies of manufacturer's warranties are available for study

4. IMPORTANT: If your new passenger car or light truck purchased on or after January 1, 1958 is defective and cannot be made to conform to its applicable express warranty coverage after four repair attempts, or it is out of service for more than 30 calendar days during the period of one year or the term of its applicable express warranty, whichever is earlier, you may be entitled under state law to replacement or to a refund. You must first notify the manufacturer of the problem in writing and provide the manufacturer an opportunity to repair the vehicle.

Provisions Applicable On Sale Of A Used Vehicle

5. THE INFORMATION YOU SEE ON THE WINDOW FORM (BUYERS GUIDE) FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVER- RIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

6. WITHOUT A WRITTEN DEALER'S WARRANTY

A. The vehicle described on the reverse of this page is being sold to you "AS IS" and "WITH ALL FAULTS," and THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle. Further, the undersigned acknowledges that he is not relying on any representations in purchasing this vehicle that may have been made by dealer or its agents or employees concerning the condition of the vehicle which are not stated herein. Purchaser shall not be entitled to recovery from the selling dealer for any consequential damages, incidental damages, property damage, or damages for loss of use, loss of time, loss of profits, for inconvenience or loss of income. If selling dealer issues a written express warranty or there remains a part of the manufacturer's warranty which has not expired according to its terms, this provision does not apply.

CONTINUATION OF TERMS AND CONDITIONS CONSTITUTING A PART OF PURCHASE ORDER

B. The selling dealer received this vehicle, with approximately the mileage shown on the odometer (less miles driven for testing and demonstration). However, selling dealer makes no warranty or representation as to the accuracy of said odometer reading, either express or implied, except that said odometer reading has not been altered by selling dealer, and that dealer has no knowledge that it was altered or disconnected prior to the time this vehicle came into the dealer's possession. In consideration of the purchase price stated on the reverse side of this page, purchaser hereby releases and forever discharges dealer, its officers, directors, employees, agents, successors, and assigns, from any and all claims, causes of action, liability and damages, which may result or develop from the accuracy of the odometer reading, and in the event that a claim is asserted against dealer by a subsequent purchaser of this vehicle based upon the accuracy of the odometer reading, purchaser agrees to indemnify and hold harmless the dealer there from.

Purchaser understands that dealer has no control over what may have been done to the odometer by previous owners and that dealer has no way to ascertain the correctness of the odometer reading. Purchaser acknowledges that he has read understands and accepts all of the provisions of this disclaimer of warranty and release as set forth in paragraph 6

7. WITH A DEALER'S WRITTEN WARRANTY

A. The only warranties applying to the sale of this vehicle are those extended by the manufacturer in an unexpired manufacturer's warranty, if any so exists, and/or an express written limited warranty extended by selling dealer and delivered to purchaser at the time of delivery of this vehicle. The provisions and terms of such express written limited warranty are those set out in such instrument and SELLING DEALER HEREBY LIMITS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE SAME DURATION OF TIME AS THE EXPRESS WRITTEN LIMITED WARRANTY PROVIDED BY SELLER. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Further, selling dealer neither assumes nor authorizes any person to assume for it any liability other than that expressed in such instrument. The under- signed acknowledges that he is not relying on any representations herein. Purchaser's damages for the condition of this vehicle are limited and restricted to those which are recoverable by purchaser there under, including consequential or incidental damages. Some states do not allow the exclusion or limitation of consequential or incidental damages, so the above limitation may not apply to you. If the vehicle is sold "as is" and "with all faults," this provision "A" does not apply.

B. The selling dealer received this vehicle, with approximately the mileage shown on the odometer (less miles driven for testing and demonstration). However, selling dealer makes no warranty or representation as to the accuracy of said odometer reading, either express or implied, except that said odometer reading has not been altered by selling dealer, and that dealer has no knowledge that it has altered or disconnected prior to the time this vehicle came into dealer's possession. In consideration of the purchase price stated on the reverse side of this page, purchaser hereby releases and forever discharges dealer, its officers, directors, employees, agents, successors and assignees, from any and all claims, causes of action, liability and damages, which may result or develop from the accuracy of the odometer reading, and in the event that a claim is asserted against dealer by a subsequent purchaser of this vehicle based upon the accuracy of the odometer reading, purchaser agrees to indemnify and hold harmless dealer there from.

Purchaser understands that dealer has no control over what may have been done to the odometer by previous owners, and that dealer has no way to ascertain the correctness of the odometer reading. Purchaser acknowledges that he has read, understands and accepts all of the provisions of this disclaimer of warranty and release as set forth in paragraph

Other Provisions

8. NOTIFY SELLER WITHIN 20 DAYS: Purchaser shall give notice to seller of any breach of contract of express or implied warranty applicable to the goods within twenty (20) days of the time he discovers or should have discovered said breach or the purchaser shall be barred from any remedy for the breach. Purchaser shall thereafter return the goods to seller, or anyone designated by seller. Within twenty (20) days after the notice of breach to allow the seller the opportunity to cure the breach or the purchaser shall be barred from any remedy for the breach.

9. REAPPRAISAL OF TRADED-IN VEHICLE: If a vehicle has been traded in as a part of the consideration for the vehicle ordered by purchaser hereunder and such vehicle is not delivered to dealer until delivery to purchaser of the vehicle purchased by purchaser, such traded-in vehicle shall be reappraised at that time and such reappraisal value shall determine the allowance made for such vehicle. If such reappraised value is lower than the original allowance therefore shown on the face of this Purchase Order, purchaser may, if dissatisfied therewith, cancel this Purchase Order, provided, however, that such right to cancel is exercised prior to delivery of vehicle ordered hereunder to the purchaser and surrender of the traded-in vehicle to dealer.

10. PURCHASER'S WARRANTY OF TITLE AND PROMPT DELIVER OF TITLE: Purchaser warrants that the traded-in vehicle is his property free and clear of all liens and encumbrances except as otherwise noted on the title. Purchaser understands that the delivery and assignment of the certificate of title to any traded-in vehicle is an integral part of the entire sale transaction expressed in this retail buyer's order. If purchaser does not simultaneously assign and deliver the certificate of title at the time of trade-in or fails to do so within fifteen days of the trade-in, seller may: (1) cancel the sale/purchase order and exercise any and all remedies under law including repossession; or (2) treat the sale in every respect as if no trade-in took place and revise the purchase price for the ordered vehicle accordingly. In such cases, purchaser's trade-in will be returned upon payment of a reasonable charge for storage and repairs, if any.

11. FAILURE OR REFUSAL TO ACCEPT DELIVERY: Unless this Purchase Order shall have been cancelled by purchaser under and in accordance with the provision of paragraphs "1" or "9" above, dealer shall have the right upon failure or refusal of purchaser to accept delivery of the vehicle ordered and to comply with the terms of this Purchase Order, to retain as liquidated damages any cash deposit made by the purchaser, and in the event a vehicle has been traded-in as a part of the consideration for the vehicle ordered by purchaser hereunder to sell such traded-in vehicle and reimburse himself with the proceeds of such sale for the expenses specified in paragraph "1" above and for such other expenses and losses as dealer may incur or suffer as a result of such failure or refusal by purchaser.

12. FAILURE OR DELAY OF DELIVERY: Dealer shall not be liable for failure to deliver or delay in delivery of the vehicle, accessories, or other parts thereof covered by the Purchase Order where such failure or delay is due, in whole or in part, to any cause other than the negligence of the dealer.

car deal no.				01/06/2023 DATE STEPHEN CITY OF BRENHAM PURCHASER'S NAME	
TITLE _____		RETAIL ORDER FOR MOTOR VEHICLE 4900 Capital Blvd Raleigh, NC 27616 TELEPHONE: (919) 790-4600 4900 Capital Blvd 2805-2807 millbrook road www.capitalford.com		STREET ADDRESS BRENHAM TX 77833 CITY STATE/ZIP (979) 203-3905 RES. PHONE CELL PHONE	
IN _____				E-MAIL _____	
NAME OF _____					
PLEASE ENTER MY ORDER FOR THE FOLLOWING					

☒ NEW OR ☐ USED OR ☐ DEMO ☐ CAR OR ☐ TRUCK				Price		124,069	59
YEAR 2023	MAKE FORD	MODEL F-750 DIESEL	TYPE BASE REGULAR	TOTAL SAVINGS			
COLOR SERIAL NO. OXFORD WHITE 1FDNF7DE3PDF07119				DEALER INSTALLED ITEMS:			
STOCK NO. cb95258		SALESMAN NAME AND NO. TIMOTHY DUNN 8174		MILES 66		Shipping	5,000 00
DESCRIPTION OF TRADE IN							
YEAR	MAKE			MODEL			
TYPE		SERIAL NO.					
COLOR		TRIM		TITLE NO.			
Mileage: _____ Tag No: _____							
You will be allowed a credit of \$ _____ on the above described trade-in LESS NET PAYOFF OF ALL LIENS AGAINST IT, which you represent to be \$ _____ payable to _____. If the payoff figure differs, the allowance will be adjusted. Using your figures the:							
1. NET ALLOWANCE ON TRADE IN IS						00	
2. PARTIAL PAYMENT							
3. CASH DOWN PAYMENT							
TOTAL CASH DOWN PAYMENT						00	
TOTAL CREDIT							
Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side hereof, that this Order cancels and supercedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED MANAGER AND IN THE EVENT OF A TIME SALE, DEALER SHALL NOT BE OBLIGATED TO SELL UNTIL APPROVAL OF THE TERMS HEREOF IS GIVEN BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE A RETAIL INSTALLMENT CONTRACT BETWEEN THE PARTIES HERETO BASED ON SUCH TERMS. Purchaser, by his execution of this Order, certifies that he is of legal age to execute binding contracts in this State and acknowledges that he has read its terms and conditions. NOTICE PROVIDED IN ACCORDANCE WITH N.C.G.S. 20-101.2 "...Dealer may receive a fee, commission or other compensation for providing, procuring or arranging financing for the retail purchase or lease of a motor vehicle, for which the customer may be responsible." <i>Upon Acceptance, Any Deposit Becomes Non-Returnable</i> ACCEPTED BY: _____ 01/06/2023 PURCHASER'S SIGNATURE _____ DATE _____ DEALER OR HIS AUTHORIZED MANAGER _____				TOTAL SELLING PRICE		129,069	59
				3% N.C. HIGHWAY USE TAX			00
				TITLE AND LICENSE			00
				ADMINISTRATION FEES/NOTARY		1	00
				TOTAL CASH PRICE DELIVERED		129,070	59
				CASH DOWN PAYMENT	DEPOSIT ON ORDER		
	CASH ON DELIVERY						
TRADE IN							
LESS BALANCE OWING							
TOTAL DOWN PAYMENT (CREDITS)							
BALANCE DUE*				129,159		59	
* After all discounts, incentives and rebates. "The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale."							



Regular City Council
AGENDA ITEM 6-I.

Agenda Item: Approve an Equipment Financing Proposal for a Ford F-750 Truck for the City of Brenham Electric Department and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-February 02, 2023

Department: Finance

Staff Contact: Stacy Hardy

SUMMARY STATEMENT:

This is a companion item for the financing of the Ford F-750 truck for the City of Brenham Electric Department as presented by Alton Sommerfield. In order to proceed with and fund this purchase, staff obtained three financing proposals (see below) for a five-year note with a principal amount of \$116,700.00 and annual payments beginning in Fiscal Year 2023. Principal and interest payments are factored into the FY23 budget for the Electric 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 7.5%
- Brenham National Bank 5.0%
- Bank of Brenham 4.95%

ATTACHMENTS:

None

RECOMMENDED ACTION:

Approve an equipment financing proposal with Bank of Brenham in the amount of \$116,700.00 with a five-year note and an interest rate of 4.95% for the purchase of a Ford F-750 truck for the City of Brenham Electric Department and authorize the Mayor to execute any necessary documentation.



Regular City Council
AGENDA ITEM 7.

Agenda Item: Discussion and Presentation on the City of Brenham's Noise Ordinance

Meeting Type: Regular Meeting-February 02, 2023

Department: Administration

Staff Contact: Karen Stack

SUMMARY STATEMENT:

On January 23rd, the Economic Development Subcommittee consisting of Mayor Tate, Mayor Pro Tem Kolby, and Councilmember Kenjura, met to discuss possible changes to Section 17-8, Noise Nuisances, of the Code of Ordinances. Staff members present were City Manager Carolyn Miller, Economic Development Director Susan Cates, Police Chief Ron Parker, Development Services Director Stephanie Doland, Director of Administrative Services Jeana Bellinger, and Legal & Legislative Services Manager Karen Stack.

Staff took decibel level readings around the City and presented the results to the Subcommittee. The discussion involved:

- Removing noise provisions from the Zoning Ordinance
- Adding decibel limits to the Noise Nuisance Ordinance
- Determining appropriate decibel limits for different zones and times of day
- Measuring noise level at the *receiving property's* property line rather than the property line of the noise maker

The discussion revealed four issues that must be addressed, which are being presented today for consideration of Council.

1. How should the nuisance ordinance account for noise created by traffic?
2. How should the ordinance address noises that are annoying, but still under applicable decibel limits?
3. What standard should be applied when neighboring properties are in two different zones?
4. What steps must be taken to protect music tourism and Brenham's 'Music Friendly Community' designation?

ATTACHMENTS:

None

RECOMMENDED ACTION:



Regular City Council
AGENDA ITEM 8.

Agenda Item: Discuss and Possibly Act Upon an Order Calling a General Election to be Held on May 6, 2023 for the Purpose of Electing One Mayor; One Council Member for Place 2 - Ward 2; and One Council Member for Place 4 - Ward 4, Each for Four (4) Year Terms

Discutir y posiblemente actuar por una orden exigiendo Elecciones Generales el 6 de mayo de 2023 con el proposito de la eleccion de un alcalde, un miembro de consejo para Lugar 2 - Distrito Electoral 2, y un miembro de consejo para Lugar 4 - Distrito Electoral 4, cada uno para terminos de cuatro (4) anos

Meeting Type: Regular Meeting-February 02, 2023

Department: City Secretary

Staff Contact: Jeana Bellinger

SUMMARY STATEMENT:

In accordance with the Texas Election Law and the City's election schedule, the city must hold a General Election on Saturday, May 6, 2023 to elect a Mayor, one Councilmember for Ward 2 and one Councilmember for Ward 4. Each position will be for a four (4) year term.

The period in which candidates can file for a place on the ballot is Wednesday, January 18, 2023 thru Friday, February 17, 2023. Candidate applications for a place on the May 6, 2023 General Election ballot can be picked up at City Hall in the City Secretary's Office during normal business hours or downloaded from the City's website.

De acuerdo con la Ley Electoral de Texas y el calendario electoral de la Ciudad, la ciudad debe celebrar una Elección General el sábado 6 de Mayo de 2023 para elegir un Alcalde, un Concejal para el Distrito 2 y un Concejal para el Distrito 4. Cada puesto tendrá una duración de cuatro (4) años.

El período en el que los candidatos pueden solicitar un lugar en la boleta electoral es del miércoles 18 de enero de 2023 al viernes 17 de febrero de 2023. Las solicitudes de candidatos para un lugar en la boleta de las elecciones generales del 6 de Mayo de 2023 se pueden recoger en el Ayuntamiento en la Oficina del Secretario de la Ciudad durante el horario comercial normal o descargarse del sitio web de la Ciudad.

ATTACHMENTS:

- | |
|--|
| (1) 2023 General Election Order - English
(2) 2023 General Election Order - Spanish |
|--|

RECOMMENDED ACTION:

Approve an Order calling a General Election on May 6, 2023 for the purpose of electing one Mayor; one Council Member for Place 2 - Ward 2; one Council Member for Place 4 - Ward 4, each for four (4) year terms.

Aprobar una orden que convoque a Elecciones Generales el 6 de mayo de 2023 con el proposito de la eleccion de un alcalde, un miembro de consejo para Lugar 2 - Distrito Electoral 2, y un miembro de consejo para Lugar 4 - Distrito Electoral 4, cada uno para terminos de cuatro (4) anos.

ORDER

AN ORDER PROVIDING FOR A GENERAL ELECTION TO BE HELD ON SATURDAY, MAY 6, 2023, FOR THE PURPOSE OF ELECTING A MAYOR; ONE COUNCILMEMBER FOR PLACE 2 – WARD 2; AND ONE COUNCIL MEMBER FOR PLACE 4 – WARD 4, EACH FOR FOUR-YEAR TERMS, FOR THE CITY OF BRENHAM, TEXAS

A general election is hereby ordered to be held on **MAY 6, 2023**, the same being the first Saturday in May, for the purpose of:

ELECTING A MAYOR; ONE COUNCILMEMBER FOR PLACE 2 – WARD 2; AND ONE COUNCIL MEMBER FOR PLACE 4 – WARD 4, EACH FOR FOUR-YEAR TERMS

Early voting by personal appearance will be conducted every weekday at the **Washington County Annex Building, 100 S. Park Street, Brenham, Texas**, as follows:

**Monday, April 24, 2023 through Tuesday, May 2, 2023
from 8:00 a.m. to 5:00 p.m.**

The first day for a candidate to file an application for a place on the general election ballot is Wednesday, January 18, 2023.

The last day for a candidate to file an application for a place on the general election ballot is 5:00 p.m., Friday, February 17, 2023.

All applications for ballots by mail should be mailed to:

**Carol Jackson, REO, EA
Early Voting Clerk
100 E. Main Street, Suite 105
Brenham, Texas 77833**

Applications for ballot by mail must be received no later than the close of business at 5:00 p.m., Tuesday, **April 25, 2023**.

On Election Day, said election shall be held at the following designated voting places in the City of Brenham, Texas, from 7:00 a.m. to 7:00 p.m., for voters of the particular Wards:

Ward 1: Nancy Carol Roberts Memorial Library
100 W. Martin Luther King, Jr. Pkwy.
Brenham, Texas

Ward 2: Washington County Event Center
1305 E. Blue Bell Road
Brenham, Texas

Ward 3: Brenham VFW Hall
1200 E. Tom Green Street
Brenham, Texas

Ward 4: Blinn Junior College Student Center
1007 Walter Schwartz Way
Brenham, Texas

The City shall provide at least one (1) Automated Electronic Voting System in each polling place in every polling location used to conduct these elections.

Additional information about the City of Brenham General Election can be found at www.cityofbrenham.org.

PASSED AND APPROVED by the City Council of the City of Brenham on this the _____ day of _____, 2023.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

ORDEN

UNA ORDEN QUE ESTABLECE UNA ELECCIÓN GENERAL PARA EL SÁBADO 6 DE MAYO DE 2023, CON EL FIN DE ELEGIR UN ALCALDE; UN CONCEJAL PARA EL LUGAR 2 – DISTRITO 2; Y UN MIEMBRO DEL CONCEJO PARA EL LUGAR 4 – DISTRITO 4, CADA UNO POR TÉRMINOS DE CUATRO AÑOS, PARA LA CIUDAD DE BRENHAM, TEXAS

Por la presente se ordena la celebración de elecciones generales el día **6 de MAYO de 2023**, siendo las mismas el primer sábado de Mayo, con el propósito de:

ELECCIÓN DE ALCALDE; UN CONCEJAL PARA EL LUGAR 2 – DISTRITO 2; Y UN MIEMBRO DEL CONSEJO PARA EL LUGAR 4 – DISTRITO 4, CADA UNO POR TÉRMINOS DE CUATRO AÑOS

La votación anticipada en persona se llevará a cabo todos los días de la semana en el **Edificio Anexo del Condado de Washington, 100 S. Park Street, Brenham, Texas**, de la siguiente manera:

**Lunes 24 de Abril de 2023 a Martes 2 de Mayo de 2023
de 8:00 am a 5:00 pm**

El primer día para que un candidato presente una solicitud para un lugar en la boleta electoral de las elecciones generales es el Miércoles 18 de Enero de 2023.

El último día para que un candidato presente una solicitud para un lugar en la boleta electoral de las elecciones generales es el Viernes 17 de Febrero de 2023 a las 5:00 p. m.

Todas las solicitudes de boletas por correo deben enviarse a:

**Carol Jackson, REO, EA
Secretario de Votación Anticipada
100 E. Calle Principal, Suite 105
Brenham, Texas 77833**

Las solicitudes de boletas por correo deben recibirse a más tardar al cierre de operaciones a las 5:00 p. m. del martes **25 de Abril de 2023**.

El Día de la Elección, dicha elección se llevará a cabo en los siguientes lugares de votación designados en la Ciudad de Brenham, Texas, de 7:00 a. m. a 7:00 p. m., para los votantes de los Distritos en particular:

Distrito 1: Biblioteca en memoria de Nancy Carol Roberts
100 W. Martin Luther King, Jr. Pkwy.
Brenham, Texas

Distrito 2: Centro de eventos del condado de Washington
1305 E. Blue Bell Road
Brenham, Texas

Distrito 3: Salón Brenham VFW
1200 E. Tom Green Street
Brenham, Texas

Distrito 4: Centro de Estudiantes de Blinn Junior College
1007 Walter Schwartz Way
Brenham, Texas

La Ciudad deberá proporcionar al menos un (1) Sistema de Votación Electrónica Automatizada en cada lugar de votación en cada lugar de votación utilizado para llevar a cabo estas elecciones.

Puede encontrar información adicional sobre las Elecciones Generales de la Ciudad de Brenham en www.cityofbrenham.org.

PASADO Y APROBADO por el Concejo Municipal de la Ciudad de Brenham el día _____ de _____ de 2023.

Milton Y. Tate, Jr.
Alcalde

DAR FE:

Jeana Bellinger, TRMC, CMC
Secretario de la Ciudad



Regular City Council
AGENDA ITEM 9.

Agenda Item: Discuss and Possibly Act Upon an Order Calling a Special Election to be Held on May 6, 2023 for the Purpose of Electing One (1) Councilmember to Fill the Unexpired Term of Place 3 - Ward 3

Discutir y posiblemente actuar sobre una orden que convoque una elección especial que se celebrará el 6 de mayo de 2023 con el propósito de elegir a un (1) concejal para llenar el período no vencido del Lugar 3 - Distrito 3

Meeting Type: Regular Meeting-February 02, 2023

Department: City Secretary

Staff Contact: Jeana Bellinger

SUMMARY STATEMENT:

The announcement of Councilmember Atwood Kenjura's decision to run for Mayor in the 2023 General Election has created a vacancy in his position of Place 3 - Ward 3 Councilmember. The Texas Constitution mandates that when an elected official announces their candidacy for any public office other than the office currently held, the announcement constitutes an automatic vacancy of their current position. The Texas Constitution also requires that a Special Election to fill the vacancy be ordered and held within 120 days after the vacancy occurs.

The Special Election Order being presented to the City Council officially orders the Special Election for the Place 3 – Ward 3 vacancy, to be held in conjunction with the General Election, on May 6, 2023 and outlines the candidate filing period for the Special Election.

Persons interested in filing for a place on the Special Election ballot to run for Place 3-Ward 3 councilmember, can pick up a candidate packet during normal business hours in the City Secretary's office, at City Hall located at 200 W. Vulcan Street, Suite 204. Packets can also be downloaded on the City's website. The candidate filing period for the Special Election will be 8:00 a.m. on Friday, February 2, 2023 through 5:00 p.m., Monday, March 6, 2023.

El anuncio de la decisión del concejal Atwood Kenjura de postularse para alcalde en las elecciones generales de 2023 ha creado una vacante en su puesto de concejal del Lugar 3 - Distrito 3. La Constitución de Texas ordena que cuando un funcionario electo anuncia su candidatura para cualquier cargo público que no sea el cargo que ocupa actualmente, el anuncio constituye una vacante automática de su posición actual. La Constitución de Texas también requiere que se ordene una Elección Especial para llenar la vacante y se celebre dentro de los 120 días posteriores a la vacante.

La Orden de Elección Especial que se presenta al Concejo Municipal ordena oficialmente la Elección Especial para la vacante del Lugar 3 - Distrito 3, que se celebrará junto con la Elección General, el 6 de Mayo de 2023 y describe el período de presentación de candidatos para la Elección Especial.

Las personas interesadas en solicitar un lugar en la boleta de Elección Especial para postularse para concejal del Lugar 3-Distrito 3, pueden recoger un paquete de candidato durante el horario comercial normal en la oficina del Secretario de la Ciudad, en el Ayuntamiento ubicado en 200 W. Vulcan Street, Suite 204. Los paquetes también se pueden descargar en el sitio web de la Ciudad. El período de presentación de candidatos para la Elección Especial será de 8:00 a.m. del Viernes 2 de Febrero de 2023 a 5:00 p.m., Lunes 6 de Marzo de 2023.

ATTACHMENTS:

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

RECOMMENDED ACTION:

Approve an Order calling a Special Election to held on May 6, 2023 for the purpose of electing one (1) Councilmember to fill the unexpired term of Place 3 - Ward 3.

Aprobar una Orden de Convocatoria de una Elección Especial que se celebrará el 6 de mayo de 2023 para la propuestade electing one (1) Miembro del Consejo para fill el unexpirado term del Lugar 3 - Distrito 3

ORDER

AN ORDER CALLING A SPECIAL ELECTION TO FILL A VACANCY TO BE HELD ON SATURDAY, MAY 6, 2023, FOR THE PURPOSE OF ELECTING A COUNCILMEMBER FOR THE CITY OF BRENHAM, TEXAS

A special election to fill a vacancy is hereby ordered to be held on **MAY 6, 2023**, in accordance with Article XI, Section 11, Texas Constitution, for the purpose of:

ELECTING ONE COUNCILMEMBER TO THE CITY COUNCIL TO FILL THE UNEXPIRED TERM OF COUNCILMEMBER PLACE 3 – WARD 3

Early voting by personal appearance will be conducted every weekday at the **Washington County Annex Building, 100 S. Park Street, Brenham, Texas**, as follows:

**Monday, April 24, 2023 through Tuesday, May 2, 2023
from 8:00 a.m. to 5:00 p.m.**

The first day for a candidate to file an application for a place on the special election ballot is Friday, February 3, 2023.

The last day for a candidate to file an application for a place on the special election ballot is 5:00 p.m., Monday, March 6, 2023.

All applications for ballots by mail should be mailed to:

**Carol Jackson, REO, EA
Early Voting Clerk
100 E. Main Street, Suite 105
Brenham, Texas 77833**

Applications for ballot by mail must be received no later than the close of business at 5:00 p.m., Tuesday, **April 25, 2023**.

On Election Day, said election shall be held at the following voting place in the City of Brenham, Texas, from 7:00 a.m. to 7:00 p.m. for voters of Ward 3:

Ward 3: Brenham VFW Hall
 1200 E. Tom Green Street
 Brenham, Texas

The City shall provide at least one (1) Automated Electronic Voting System in each polling place in every polling location used to conduct these elections.

Additional information about the City of Brenham's Special Election can be found at www.cityofbrenham.org.

PASSED AND APPROVED by the City Council of the City of Brenham on this the _____ day of _____, 2023.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

ORDEN

UNA ORDEN QUE CONVOCA A ELECCIONES ESPECIALES PARA LLENAR UNA VACANTE QUE SE CELEBRARÁ EL SÁBADO 6 DE MAYO DE 2023, CON EL PROPÓSITO DE ELEGIR UN CONCEJAL PARA LA CIUDAD DE BRENHAM, TEXAS

Por la presente se ordena que se celebre una elección especial para cubrir una vacante el **6 DE MAYO DE 2023**, de conformidad con el Artículo XI, Sección 11, de la Constitución de Texas, con el propósito de:

ELECCIÓN DE UN CONCEJAL PARA EL CONCEJO MUNICIPAL PARA CUMPLIR EL PERÍODO NO VENCIDO DEL CONCEJAL LUGAR 3 – DISTRIBUCIÓN 3

La votación anticipada en persona se llevará a cabo todos los días de la semana en el edificio anexo del condado de Washington, 100 S. Park Street, Brenham, Texas, de la siguiente manera:

**Lunes 24 de Abril de 2023 a Martes 2 de Mayo de 2023
de 8:00 am a 5:00 pm**

El primer día para que un candidato presente una solicitud para un lugar en la boleta electoral especial es el Viernes 3 de Febrero de 2023.

El último día para que un candidato presente una solicitud para un lugar en la boleta electoral especial es el Lunes 6 de Marzo de 2023 a las 5:00 p. m.

Todas las solicitudes de boletas por correo deben enviarse a:

**Carol Jackson, REO, EA
Secretario de Votación Anticipada
100 E. Main Street, Suite 105
Brenham, Texas 77833**

Las solicitudes de boletas por correo deben recibirse a más tardar al cierre de operaciones a las 5:00 p. m. del Martes **25 de Abril de 2023**.

El Día de la Elección, dicha elección se llevará a cabo en el siguiente lugar de votación en la Ciudad de Brenham, Texas, de 7:00 a. m. a 7:00 p. m. para votantes del Distrito 3:

Distrito 3: Salón Brenham VFW
 1200 E.Tom Green Street
 Brenham, Texas

La Ciudad deberá proporcionar al menos un (1) Sistema de Votación Electrónica Automatizada en cada lugar de votación en cada lugar de votación utilizado para llevar a cabo estas elecciones.

Puede encontrar información adicional sobre la Elección Especial de la Ciudad de Brenham en www.cityofbrenham.org.

PASADO Y APROBADO por el Concejo Municipal de la Ciudad de Brenham el día _____ de _____ de 2023

Milton Y. Tate, Jr.
Alcalde

DAR FE:

Jeana Bellinger, TRMC, CMC
Secretario de la Ciudad



Regular City Council
AGENDA ITEM 10.

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-23-001 Authorizing the Submission of a Grant Application to the Texas General Land Office (GLO) (Including All Supporting Documentation As May Be Required by GLO) for the Community Development Block Grant-Mitigation (CDBG-MIT) Regional Method of Distribution (MOD) Program for Road and Drainage Improvements on Lott Lane and Shepard Lane within the City of Brenham

Meeting Type: Regular Meeting-February 02, 2023

Department: Public Works

Staff Contact: Dane Rau, Director of Public Works

SUMMARY STATEMENT:

On November 11, 2022 the Council passed a resolution accepting funds from the BVCOG through the General Land Office related to the Community Development Block Grant Mitigation Program. Many entities within the Brazos Valley were fortunate to get dedicated funds for their communities to help mitigate issues that stemmed from past flood events. The City of Brenham's allocated amount ended up being \$1,044,500.

In order to move through the process we are required to pass this resolution which officially allows the City of Brenham to submit its application for those funds. We are currently working with Public Management and Strand Engineering to improve two roadways and drainage in the area of Lott Lane and Shepard Lane off of Old Chappell Hill Rd.

It is our intent to use these funds to provide a wider asphalt roadway and have concrete curb and gutter infrastructure. Currently these roadways are less than 22' and have insufficient drainage. These funds will make a drastic difference and it will be noticed by the many residents who live along these roadways. This area was annexed in 2008 and only minor improvements have been made so this will bring these roadways up to City standards.

We would like to ask Council to officially pass this resolution allowing Public Management to submit the official grant application and authorize the Mayor to sign all related documents.

ATTACHMENTS:

(1) Resolution

RECOMMENDED ACTION:

Approve Resolution No. R-23-001 Authorizing the Submission of a Grant Application to the Texas General Land Office (GLO) (Including All Supporting Documentation As May be Required by GLO) for the Community Development Block Grant-Mitigation (CDBG-MIT) Regional Method of Distribution (MOD) Program for Road and Drainage Improvements on Lott Lane and Shepard Lane.

RESOLUTION NO. R-23-001

A RESOLUTION OF THE CITY COUNCIL FOR CITY OF BRENHAM, TEXAS, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE TEXAS GENERAL LAND OFFICE (GLO) FOR COMMUNITY DEVELOPMENT BLOCK GRANT - MITIGATION (CDBG-MIT) REGIONAL METHOD OF DISTRIBUTION (MOD) PROGRAM; AND AUTHORIZING THE MAYOR AND CITY MANAGER TO ACT AS THE CITY'S CHIEF EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT – MITIGATION (CDBG-MIT) PROGRAM.

WHEREAS, Hurricane Harvey (DR-4332) severely impacted City of Brenham; and

WHEREAS, The City desires to increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters; and

WHEREAS, The City desires a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, The City aims to Affirmatively Further Fair Housing by identifying projects that overcome or do not increase patterns of residential segregation based on race, color, religion, national origin, sex, disability, or family status; and

WHEREAS, It is necessary and in the best interests of City of Brenham to apply for funding under the Community Development Block Grant – Mitigation (CDBG-MIT) Regional Method of Distribution (MOD) Program;

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

1. That a Community Development Block Grant – Mitigation (CDBG-MIT) Regional Method of Distribution (MOD) program application is hereby authorized to be filed by City of Brenham with the General Land Office for the mitigation efforts under the Regional Mitigation Program.
2. That the project(s) detailed within the application will address road and drainage improvements within the City of Brenham, which was identified as a risk due to Hurricanes/Tropical Storms/Tropical Depressions and Riverine Flooding, thereby placing undue and certain health and safety risks on residents.

3. That the CDBG-MIT Application request amount be filed for \$1,044,500.00.
4. That is a total project cost is \$1,044,500.00 to include construction, engineering, and administration services.
5. That the City Council directs and designates the Mayor and City Manager as the City's Chief Executive Officer(s) and Authorized Representative(s) to act in all matters in connection with this application and the City's participation in the Community Development Block Grant - Mitigation (CDBG-MIT) Program.
6. That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, fair housing, and civil rights requirements.

PASSED AND APPROVED this 2nd day of February 2023.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



Regular City Council
AGENDA ITEM 11.

Agenda Item: Discuss and Possibly Act Upon an Ordinance on Its First Reading Authorizing the Placement of a Stop Sign on Marjorie Street at Its Intersection with Atlow Drive

Meeting Type: Regular Meeting-February 02, 2023

Department: Public Works

Staff Contact: Dane Rau

SUMMARY STATEMENT:

This "T" intersection currently does not have a stop sign on Marjorie St and technically should. This will coincide with all other intersections on Marjorie and allow the City to have a controlled intersection where vehicular traffic stops on Marjorie and Atlow has the right-of-way. We have received several requests about placement of a stop sign due to vehicles not stopping and just making the turn onto Atlow Dr. Once we looked at the intersection we can easily add a stop sign which will make it mandatory to stop on Atlow Dr. This is an easy solution as we already have a pole and street names at this intersection.

ATTACHMENTS:

- (1) Ordinance - First Reading
- (2) Pic - Marjorie Street

RECOMMENDED ACTION:

Approve an Ordinance on Its first reading authorizing the placement of a stop sign on Marjorie Street at its intersection with Atlow Drive.

ORDINANCE NO. _____

AN ORDINANCE REQUIRING THE PLACING OF CERTAIN STOP SIGNS IN THE CITY OF BRENHAM, TEXAS, SETTING THE LOCATION OF SAID STOP SIGNS, REGULATING THE TRAFFIC AT SAID STOP SIGNS, AND PROVIDING FOR PENALTY FOR VIOLATION THEREOF.

WHEREAS, it is necessary to provide stop signs at certain locations in the City of Brenham to prevent accidents, collisions and damages; to promote the flow of traffic along and into such streets; and to regulate the same:

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

Section 1. That there shall be established and installed one (1) stop sign on Marjorie Steet regulating north and south bound vehicular traffic, at its intersection with Atlow Dr.

The stop sign shall be erected at the top of a standard pole, installed in the ground on the right-hand side of the streets identified herein.

Section 2. That every person, firm or corporation, operating a motor vehicle or other vehicle of any kind, in, on, along and into the streets or street intersections designated in Section 1 hereof, upon reaching a stop sign at the location so designated, shall bring said vehicle to a full and complete stop in compliance with the provisions of applicable state law, before proceeding further along said street or into or on said street intersection.

Section 3. That any person, firm or corporation, violating Section 2 hereof, shall be fined a sum of not less than \$1.00 and not more than \$200.00, plus applicable court costs.

Section 4. This Ordinance shall take full force and effect from and after its passage, approval and publication as required by applicable law.

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

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

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary





Regular City Council
AGENDA ITEM 12.

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-23-003 Authorizing the Acceptance of Public Infrastructure Improvements in the Vintage Farms Subdivision, Phase 5

Meeting Type: Regular Meeting-February 02, 2023

Department: Development Services

Staff Contact: Stephanie Doland

SUMMARY STATEMENT:

The subject property is an approximate 15.946-acre tract of vacant land generally located west of the intersection of Confederate Lane and Dixie Road and is platted as the Vintage Farms Phase Five Subdivision. Phase 5 of the Vintage Farms Subdivision is the first phase of the 52.428-acre expansion of the Vintage Farms subdivision which was annexed into the City of Brenham and zoned Planned Development District on November 19, 2020. The Planned Development District was amended on July 15, 2021 to allow for the previously planned retention pond to be redesigned as a detention pond and the addition of a 13-acre greenspace for passive and active recreation activities.

The subject property is developed by Rainer and Son Development Company LLC and more commonly known as Stylecraft. The Vintage Farms subdivision has been under construction since 2017 and the infrastructure for Phases 1, 2, 3, 4 and the Townhome Phase is complete with home construction remaining.

Since construction of Phase five civil work began in 2020, the contractor Larry Young Paving has completed infrastructure improvements (water, sanitary sewer, streets, sidewalks, and storm drainage). The Phase consists of 63 lots for single-family home construction, dedication of public roadway, and five (5) common areas for streetscaping, sidewalks, and community landscaping. Infrastructure related to the common areas and landscaping shall be maintained in perpetuity by the Homeowners Association.

The public infrastructure improvements have been constructed and inspected according to the City of Brenham ordinances and regulations and are ready for acceptance by the City of Brenham. A one-year maintenance period shall begin on January 16, 2023 upon Council's approval of the infrastructure acceptance.

ATTACHMENTS:

- (1) Resolution
- (2) Final Plat Vintage Farms Phase 5
- (3) Acceptance Letter Streets and Storm
- (4) Acceptance Letter Sewer and Water

RECOMMENDED ACTION:

Approve Resolution No. R-23-003 authorizing the acceptance of public infrastructure improvements in the Vintage Farms Subdivision, Phase 5.

RESOLUTION NO. R-23-003

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, AUTHORIZING THE ACCEPTANCE OF CERTAIN PUBLIC INFRASTRUCTURE IMPROVEMENTS IN THE VINTAGE FARMS SUBDIVISION PHASE FIVE; AND AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTATION.

WHEREAS, The Vintage Farms Subdivision Phase Five, consists of 63 Single-Family Residential Lots, Dedication of Local Public Roads and five (5) Common Areas, being an approximately 15.946-acre subdivision developed by Rainer and Son Development Company LLC; and

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

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

WHEREAS, The City of Brenham desires to formally accept the water, sewer, street, drainage improvements and other public infrastructure improvements within the Vintage Farms Subdivision Phase Five depicted on Exhibit "A" attached hereto and incorporated herein for all purposes pertinent.

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

The City of Brenham hereby accepts the water, sewer, street, drainage, and other public infrastructure improvements in Vintage Farms Subdivision Phase Five, depicted on Exhibit "A" attached hereto and incorporated herein for all purposes pertinent, in the City of Brenham, Texas and authorizes the Mayor to execute any necessary documentation.

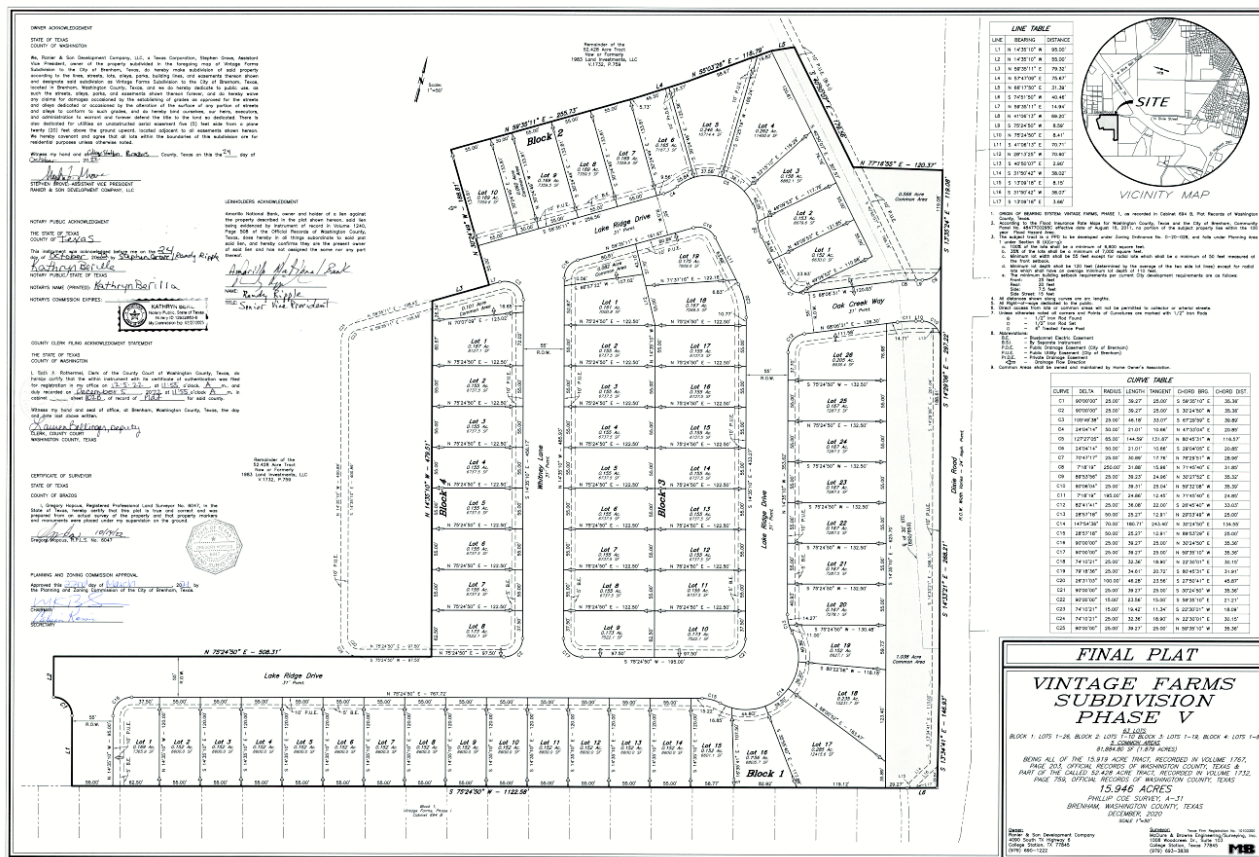
RESOLVED this 2nd day of February 2023.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

Exhibit "A"
Vintage Farms Phase Five



STATE OF TEXAS
COUNTY OF WASHINGTON

Witness my hand and seal of Calvin Stollen Brothers County, Texas on this the 24 day of October 2022.

Stephen Grove
STEPHEN GROVE, ASSISTANT VICE PRESIDENT
RANIER & SON DEVELOPMENT COMPANY, LLC

THE STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the 24
day of October, 2006, by Sasha Green / Randy Ripple
Kathryn Berilla
NOTARY PUBLIC, STATE OF TEXAS
NOTARY NAME (PRINTED): Kathryn Berilla

 KATHRYN BERLIN
Military Public, State of Texas
January 22 1982000-0
My Commission Exp. 01/27/1985

THE STATE OF TEXAS
COUNTY OF WASHINGTON

I, John A. Rothermel, Clerk of the County Court of Wesington County, Texas, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on 12-5-22 at 11:55 o'clock A M, and was recorded on Dec 5, 2022 at 11:55 o'clock A M. in volume 8760 of record of Plat for said county.

Witness my hand and seal of office, at Brenham, Washington County, Texas, the 20th day of June, 1907.

William Bellings, Deputy
CLERK, COUNTY COURT
WASHINGTON COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF BRAZOS

I, Gregory Hagan, Registered Professional Land Surveyor No. 8047, in the State of Texas, hereby certify that this plat is true and correct and was prepared from an actual survey of the property and that property markers and monuments were placed under my supervision on the ground.

Gregory Hagan 10/10/12
 Gregory Hagan, R.P.L.S. No. 8047

Approved this 27th day of February, 2021 by
the Planning and Zoning Commission of the City of Brenham, Texas.

DAUGHTER
Eileen K. Kinnin

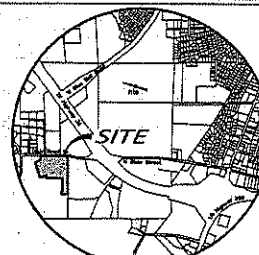
Remainder of the
\$2,428 Jones Trust
Now or Formerly
1983 Lord Investments, LLC
V.1232, P.758

Amelia National Bank, owner and holder of a lien against the property described in the plot shown hereon, said lien being evidenced by instrument of record in Volume 1240, Page 508 of the Official Records of Washington County, Tennessee, does hereby in all things subordinate, to said plot said lien, and hereby confirms they are the present owner of said lien and has not assigned the same nor any part thereof.

NAME: Randy Ripple
TITLE: Senior Vice President

Remainder of the
32,428 Acres Tract
Now or Formerly
1953 Land Investments, LLC
V.1732, P.750

LINE	BEARING	DIST
L1	N 14°35'10" W	95
L2	N 14°26'10" E	78
L3	N 56°35'11" E	59
L4	N 87°43'08" E	75
L5	N 66°13'30" E	31
L6	S 74°51'50" W	42
L7	S 36°35'11" E	14
L8	N 41°04'13" W	68
L9	S 79°24'30" W	6
L10	N 79°24'30" E	6
L11	S 41°04'13" E	70
L12	N 26°13'25" W	70
L13	S 40°30'07" E	21
L14	S 31°50'42" W	36
L15	S 13°09'16" E	8
L16	S 31°50'42" N	36
L17	S 13°09'16" E	8



VICINITY MAP

- [illegible]

CURVE TABLE						
CURVE	DELTA	RAJOUR	LENGTH	PERCENT	CUMUL. BELL	CHORD COR.
C1	50°00'00"	25.00	26.27	25.00	5.562351° E	30.23
C2	60°00'00"	25.00	26.27	25.00	5.397550° E	35.34
C3	100°34'54"	25.00	46.18	23.07	6.672295° E	38.89
C4	210°41'41"	50.00	51.21	10.84	8.153338° E	20.86
C5	210°37'00"	65.00	114.39	13.47	8.690313° E	116.27
C6	320°04'14"	50.00	51.01	10.86	5.280470° E	20.85
C7	120°41'17"	25.00	26.27	25.00	5.562351° E	30.23
C8	71°18'18"	250.00	31.86	13.87	6.744500° E	31.86
C9	71°18'18"	25.00	26.27	25.00	5.397550° E	35.34
C10	80°05'54"	25.00	26.31	25.00	6.582350° E	34.38
C11	71°18'18"	180.00	24.86	15.45	11.794540° E	24.86
C12	82°15'41"	58.00	26.08	22.04	5.284540° E	55.03
C13	32°35'14"	50.00	25.57	12.67	6.290348° W	25.57
C14	14°35'30"	70.00	180.71	24.40	5.397550° E	134.50
C15	32°35'14"	50.00	25.57	12.67	5.284540° E	25.57
C16	60°00'00"	25.00	26.27	25.00	5.397550° E	35.34
C17	60°00'00"	25.00	26.27	25.00	5.562351° E	30.23
C18	74°10'23"	25.00	32.35	16.87	11.225031° E	32.35
C19	70°18'18"	25.00	34.61	20.72	5.604791° E	31.81
C20	28°31'31"	100.00	46.28	33.54	5.278541° E	49.87
C21	60°00'00"	25.00	26.27	25.00	5.397550° E	35.34
C22	74°10'23"	25.00	32.36	16.87	5.589150° E	32.36
C23	74°10'23"	75.00	100.00	16.87	5.589150° E	100.00
C24	74°10'23"	25.00	32.36	16.87	11.225031° E	32.36
C25	60°00'00"	25.00	26.27	25.00	5.562351° E	30.23

VINTAGE FARMS
SUBDIVISION
PHASE V

61 LOTS
 BLOCK 7: LOTS 1-26, BLOCK 2: LOTS 1-10 (BLOCK 3: LOTS 1-19, BLOCK 4: LOTS 1-8
 5 LOTS)
 01,064.00 (\$ 1,678.88)
 BEING ALL OF THE 15.919 ACRE TRACT, RECORDED IN VOLUME 1787,
 PAGE 2021, OFFICIAL RECORDS OF WASHINGTON COUNTY, TEXAS &
 PART OF SAME CALLED "B" TRACT, RECORDED IN VOLUME 1732,
 PAGE 759, OFFICIAL RECORDS OF WASHINGTON COUNTY, TEXAS
 15.946 ACRES
 PHILLIP COE SURVEY, A-31
 BRENHAM, WASHINGTON COUNTY, TEXAS
 DECEMBER, 2020

Donner: Road & Son Development Company
6090 South TX Highway 4
College Station, TX 77845
(878) 586-1222

Stallard: Stallard Pines Associates, Inc. 18161320
McClure & Browne Engineering/Surveying, Inc.
1008 Woodward Dr., Suite 103
College Station, Texas 77845
(878) 683-3638



Mayor
Milton Y. Tate, Jr.

Council Members
Clint Kolby, Mayor ProTem
Shannan Canales
Leah Cook
Atwood Kenjura
Adonna Saunders
Albert Wright

City Manager
Carolyn D. Miller

January 16, 2023

Ranier & Son Development Company
4090 State Highway 6 South
College Station, Texas 77845

ATTN: Doug French

RE: ACCEPTANCE OF STREETS AND STORM SEWER LINES Vintage Farms Phase Five

Dear Mr. French:

Please be advised that the streets and storm sewer in Vintage Farms Phase Five have been accepted by the City of Brenham as shown below:

Streets

Street Name	Orientation	Beginning		Ending		Length (ft.)	Pavement Width (ft)	Pavement Area (SF)	Dollar Value
		Lat.	Long.	Lat.	Long.				
Lake Ridge Drive	NE	N 30.178256	W 96.427731	N 30.178868	W 96.424798	957.0	31	29667	\$332,394.88
Lake Ridge Drive	NW	N 30.178868	W 96.424798	N 30.180486	W 96.425393	640.6	31	19859	\$222,499.64
Lake Ridge Drive	SW	N 30.180486	W 96.425393	N 30.180134	W 96.426221	294.0	31	9114	\$102,115.04
Whitney Lane	SE	N 30.180159	W 96.426073	N 30.178695	W 96.425676	547.4	31	16969	\$190,128.48
Oak Creek Way	NE	N 30.180153	W 96.425031	N 30.180351	W 96.424334	231.9	31	7189	\$80,545.84
Trellis Pass	SE	N 30.178252	W 96.427526	N 30.177534	W 96.427315	270.0	31	8370	\$93,779.12

total price	total sf	price/sf
\$1,021,463.00	91167.9	\$11.20

Storm

Alignment Name	Associated Street	Side of Street (N/S/E/W)	Beginning		Ending		Length (ft.)	Pipe Size (in)	Dollar Value
			Lat.	Long.	Lat.	Long.			
SD-1	Lake Ridge Drive	N	N 30.178383	W 96.427731	N 30.178312	W 96.427713	26	24	\$3,461.42
SD-1	Lake Ridge Drive	Across	N 30.178312	W 96.427713	N 30.178213	W 96.427687	35	18	\$4,659.60
SD-1	Lake Ridge Drive	S	N 30.178213	W 96.427687	N 30.178135	W 96.427557	48	18	\$6,390.31
SD-1	Trellis Pass	Across	N 30.178135	W 96.427557	N 30.178157	W 96.427443	35	18	\$4,659.60
SD-2	Lake Ridge Drive	N	N 30.178312	W 96.427713	N 30.178558	W 96.426444	406	18	\$54,051.41
SD-2	Lake Ridge Drive	Across	N 30.178558	W 96.426444	N 30.178459	W 96.426418	35	18	\$4,659.60
SD-3	Lake Ridge Drive	Across	N 30.180236	W 96.426128	N 30.180083	W 96.425973	71	24	\$9,452.34
SD-3	Whitney Lane	Across	N 30.180083	W 96.425973	N 30.180010	W 96.426074	39	24	\$5,192.13
SD-4	n/a	n/a	N 30.180728	W 96.426420	N 30.180236	W 96.426128	200	24	\$26,626.31
SD-4	Lake Ridge Drive	Across	N 30.180236	W 96.426128	N 30.180215	W 96.425926	61	18	\$8,121.03
SD-5	n/a	n/a	N 30.181000	W 96.426072	N 30.180892	W 96.425693	124	30	\$16,508.31
SD-5	n/a	n/a	N 30.180892	W 96.425693	N 30.180562	W 96.425500	131	24	\$17,440.23
SD-5	Lake Ridge Drive	Across	N 30.180562	W 96.425500	N 30.180403	W 96.425342	73	24	\$9,718.60
SD-5	Lake Ridge Drive	Across	N 30.180403	W 96.425342	N 30.180235	W 96.424940	138	24	\$18,372.16
SD-5	Lake Ridge Drive	Across	N 30.180235	W 96.424940	N 30.180134	W 96.424917	35	18	\$4,659.60
SD-5	Lake Ridge Drive	E	N 30.180134	W 96.424917	N 30.180026	W 96.424985	43	18	\$5,724.66
SD-5	Lake Ridge Drive	Across	N 30.180026	W 96.424985	N 30.180003	W 96.425099	35	18	\$4,659.60
SD-6	Oak Creek Way	Across	N 30.180455	W 96.424503	N 30.180204	W 96.424439	93	24	\$12,381.23
SD-7	Lake Ridge Drive	E	N 30.180026	W 96.424985	N 30.179634	W 96.424885	146	18	\$19,437.21
SD-7	Lake Ridge Drive	Across	N 30.179634	W 96.424885	N 30.179509	W 96.424973	55	18	\$7,322.24
SD-8	Whitney Lane	E	N 30.180083	W 96.425973	N 30.179499	W 96.425823	218	18	\$29,022.68
SD-8	Whitney Lane	Across	N 30.179499	W 96.425823	N 30.179477	W 96.425937	37	18	\$4,925.87
SD-9	Lake Ridge Drive	S	N 30.178459	W 96.426418	N 30.178660	W 96.425378	332	18	\$44,199.68
Outlet	n/a	n/a	N 30.181051	W 96.426211	N 30.181184	W 96.425978	88	60	\$11,715.58
Outlet	n/a	n/a	N 30.181070	W 96.426225	N 30.181202	W 96.425992	88	18	\$11,715.58

total price	total LF	price/LF
\$345,077.00	2592	\$133.13

Date of Acceptance: **January 16, 2023**

The above described improvements were reviewed and inspected by the City of Brenham Public Works Department and Engineering Consultant, Strand Associates and are approved for acceptance on January 16, 2023. The one-year warranty period begins on **January 16, 2023** and ends on **January 15, 2024** for the infrastructure listed above. The one-year surface correction warranty period begins on that end date and extends the warranty for surface corrections to streets one additional year.

Sincerely,



Stephanie Doland
Director of Development Services

cc: Josh Fry, P.E.
McClure & Browne Engineering/Surveying



Mayor
Milton Y. Tate, Jr.

Council Members
Clint Kolby, Mayor ProTem
Shannan Canales
Leah Cook
Atwood Kenjura
Adonna Saunders
Albert Wright

City Manager
Carolyn D. Miller

January 16, 2023

Ranier & Son Development Company
4090 State Highway 6 South
College Station, Texas 77845

ATTN: Doug French

Please be advised that the sanitary sewer and domestic water lines in Vintage Farms Phase Five have been accepted by the City of Brenham as shown below:

Sanitary Sewer

Alignment Name	Associated Street	Side of Street (N/S/E/W)	Beginning		Ending		Length (ft.)	Pipe Size (in)	Dollar Value
			Lat.	Long.	Lat.	Long.			
SE-1	Lake Ridge Drive	N	N 30.178358	W 96.427650	N 30.178578	W 96.426519	367	6	\$13,213.91
SE-2	Whitney Lane	E	N 30.180164	W 96.425953	N 30.178751	W 96.425591	526	6	\$18,933.84
SE-3	Lake Ridge Drive	W	N 30.180420	W 96.425408	N 30.180182	W 96.425185	111	6	\$4,008.08
SE-3	Lake Ridge Drive	W	N 30.180182	W 96.425185	N 30.178894	W 96.424854	480	6	\$17,270.19
SE-4	n/a	n/a	N 30.181858	W 96.426240	N 30.181915	W 96.426140	38	6	\$1,363.00
SE-4	n/a	n/a	N 30.181915	W 96.426140	N 30.182066	W 96.425353	255	6	\$9,155.84
SE-4	n/a	n/a	N 30.182066	W 96.425353	N 30.181455	W 96.424787	285	6	\$10,257.75
SE-4	n/a	n/a	N 30.181455	W 96.424787	N 30.181051	W 96.425362	234	6	\$8,413.20
SE-4	Lake Ridge Drive	Across	N 30.181051	W 96.425362	N 30.180420	W 96.425408	230	6	\$8,262.52
SE-5	n/a	n/a	N 30.178578	W 96.426519	N 30.179754	W 96.426821	438	6	\$15,752.90
SE-5	Lake Ridge Drive	S	N 30.179754	W 96.426821	N 30.180164	W 96.425953	312	6	\$11,223.00
SE-5	Lake Ridge Drive	S	N 30.180164	W 96.425953	N 30.180420	W 96.425408	196	6	\$7,049.12
FM-1	n/a	n/a	N 30.181812	W 96.426211	N 30.181876	W 96.425881	107	4	\$3,840.14
FM-1	n/a	n/a	N 30.181876	W 96.425881	N 30.180234	W 96.424360	767	4	\$27,568.57
FM-1	n/a	n/a	N 30.180234	W 96.424360	N 30.178661	W 96.423964	586	4	\$21,057.10
FM-1	Dixie Rd.	W	N 30.178661	W 96.423964	N 30.178575	W 96.424031	38	4	\$1,368.39
FM-1	Dixie Rd.	W	N 30.178575	W 96.424031	N 30.178239	W 96.423955	124	4	\$4,474.53
FM-1	Muscadine Trail	Across	N 30.178239	W 96.423955	N 30.177982	W 96.424154	113	4	\$4,047.28
FM-1	Muscadine Trail	S	N 30.177982	W 96.424154	N 30.177990	W 96.424283	41	4	\$1,476.64

total price	total LF	price/LF
\$188,736.00	5248.05	\$35.96

Domestic Water

Alignment Name	Associated Street	Side of Street (N/S/E/W)	Beginning		Ending		Length (ft.)	Pipe Size (in)	Dollar Value
			Lat.	Long.	Lat.	Long.			
WA-1	Lake Ridge Drive	S	N 30.178167	W 96.427703	N 30.178757	W 96.424662	985	8	\$50,699.74
WA-1	Lake Ridge Drive	E	N 30.178757	W 96.424662	N 30.178808	W 96.424624	22	8	\$1,141.14
WA-1	Lake Ridge Drive	E	N 30.178808	W 96.424624	N 30.180230	W 96.425005	531	8	\$27,347.12
WA-1	Lake Ridge Drive	E	N 30.180230	W 96.425005	N 30.180615	W 96.425328	173	8	\$8,917.96
WA-1	Lake Ridge Drive	N	N 30.180615	W 96.425328	N 30.180627	W 96.425396	22	8	\$1,128.26
WA-1	Lake Ridge Drive	N	N 30.180627	W 96.425396	N 30.180176	W 96.426356	345	8	\$17,760.74
WA-2	Lake Ridge Drive	Across	N 30.180222	W 96.426258	N 30.180001	W 96.426120	91	8	\$4,695.35
WA-2	Whitney Lane	W	N 30.180001	W 96.426120	N 30.178546	W 96.425747	542	8	\$27,919.23
WA-3	Lake Ridge Drive	Across	N 30.178469	W 96.427455	N 30.178224	W 96.427409	90	6	\$4,639.73
WA-3	Trellis Pass	E	N 30.178224	W 96.427409	N 30.177590	W 96.427248	236	8	\$12,165.78
WA-4	Oak Creek Way	S	N 30.180080	W 96.424950	N 30.180224	W 96.424488	155	8	\$7,983.32
WA-4	Oak Creek Way	S	N 30.180224	W 96.424488	N 30.180272	W 96.424231	83	8	\$4,283.90
WA-4	Dixie Road	W	N 30.180272	W 96.424231	N 30.178707	W 96.423830	583	12	\$30,021.27
WA-4	Dixie Road	W	N 30.178707	W 96.423830	N 30.178424	W 96.423803	103	12	\$5,324.62
WA-4	Dixie Road	W	N 30.178424	W 96.423803	N 30.178074	W 96.423842	128	12	\$6,571.84

total price	total LF	price/LF
\$210,600.00	4089.69	\$51.50

Date of Acceptance: **January 16, 2023**

The above described improvements were reviewed and inspected by the City of Brenham Public Utilities Department and Engineering Consultant, Strand Associates and are approved for acceptance on January 16, 2023. The one-year warranty period begins on **January 16, 2023** and ends on **January 15, 2024** for the infrastructure listed above.

Sincerely,



Stephanie Doland
Director of Development Services

cc: Josh Fry, P.E.
McClure & Browne Engineering/Surveying



Regular City Council
AGENDA ITEM 13.

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-23-004 Authorizing the Acceptance of a Grant from the Office of the Governor, Public Safety Office, Criminal Justice Division for the 2023 Bullet-Resistant Shield Grant Program

Meeting Type: Regular Meeting-February 02, 2023

Department: Police Department

Staff Contact: Steven Eilert

SUMMARY STATEMENT:

The Brenham Police Department applied for a Bullet-Resistant Shield Program Grant FY2023 in October of 2022. The agency has received confirmation that it was approved for funding from the Office of the Governor in the amount of \$20,106.10 for Grant No. 4663201.

ATTACHMENTS:

- (1) Resolution No. R-23-004
- (2) Quote

RECOMMENDED ACTION:

Approve Resolution No. R-23-004 authorizing the acceptance of a grant from the Office of the Governor, Public Safety Office, Criminal Justice Division for the 2023 Bullet-Resistant Shield Grant Program.

RESOLUTION NO. R-23-004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE, CRIMINAL JUSTICE DIVISION FOR THE 2023 BULLET-RESISTANT SHIELD GRANT PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTATION

WHEREAS, The Office of the Governor solicited grant applications for law enforcement agencies to equip peace officers with bullet-resistant shields; and

WHEREAS, on the 13th day of October, 2022 the City Council of the City of Brenham enacted Resolution No. R-22-033 authorizing City staff to prepare and submit a grant application to the Office of the Governor, Public Safety Office, Criminal Justice Division for the purchase of five Bullet-Resistant Shields; and

WHEREAS, the City Council of the City of Brenham desires to accept said grant award in the amount of \$20,106.10, understanding that the City has no match requirements for this grant; and

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

1. The City of Brenham hereby approves and ratifies City staff's acceptance of Grant No. 4663201 in the amount of \$20,106.10 from the Office of the Governor, Public Safety Office, Criminal Justice Division Bullet-Resistant Shield Grant Program.
2. The City of Brenham will comply with all requirements of the Office of the Governor, Public Safety Office, Criminal Justice Division Bullet-Resistant Shield Grant Program.
3. That the Mayor is hereby authorized to execute any necessary documentation related to the grant described herein.

PASSED AND APPROVED on this the 2nd day of February 2023.

Milton Y. Tate, Jr.,
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



GT Distributors - Austin
 1124 New Meister Ln., Ste 100
 Pflugerville TX 78660
 (512) 451-8298 Ext. 0000

Quote	QTE0160834
Date	9/7/2022
Page:	1

Bill To:

Brenham, City of (TX)
 Attn: Accounts Payable
 PO Box 1059
 Brenham TX 77834-1059

Ship To:

Brenham Police Department (TX)
 1800 Long Wood Dr.
 PO:
 Attn: Jean Luera
 Brenham TX 77833

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
SHIELDS 9.7.22	000404	AP	FACTORY DIRECT	NET 30	0/0/0000	2,642,156
Quantity	Item Number	Description	UOM	Unit Price	Ext. Price	
5	SBA-1356079*	HARDWIRE Level 3 Window Tac. Shield Dimensions: 20"x30" Weight 26 LBS Viewport: YES 10 YEAR NIJ WARRANTY Also Available w/ POLICE or SHERIFF Decal:	Each	\$4,021.22	\$20,106.10	

QUOTE IS GOOD FOR 30 DAYS. IN ORDER TO RECEIVE QUOTED PRICE
 PLEASE PRESENT A COPY OF QUOTE AT POINT OF SALE IN STORES OR
 REFERENCE QUOTE NUMBER ON PO OR REQUISITION

Subtotal	\$20,106.10
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Total	\$20,106.10

Thank you, Your Salesperson is Brent Russell



Regular City Council
AGENDA ITEM 14.

Agenda Item: Discuss and Possibly Act Upon an Amendment to Professional Services Agreement with Strand and Associates for Engineering Services Related to Water Source Evaluation and Water Treatment Plant Expansion and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-February 02, 2023

Department: Public Utilities

Staff Contact: Shawn Bolenbarr

SUMMARY STATEMENT:

On July 25, 2022, the City entered into a Professional Services Agreement with Strand Associates, Inc. for Water Source Evaluation and a Water Treatment Plant Expansion Plan. The cost of the services was not to exceed \$110,000 with a performance delivery date of January 19, 2023.

Early in the evaluation, it was determined based on population growth to 2042, that the water treatment plant capacity would need to be expanded from 6.98 MGD to 12.70 MGD. Since the current lake line from Lake Somerville has a maximum capacity of 8.35 MGD, expansion of the water treatment plant would also require a second lake line and intake pump station at Lake Sommerville at an estimated cost of \$66 million, in addition to the (undetermined) costs for water treatment plant expansion. Potential total cost could be as high as \$100 million. We met with the Utilities Subcommittee and decided that the second lake line option was not affordable at this time.

An added feature to the second lake line was connection of a ground water well field feeding directly into the raw water lake line(s). A Hydrogeologic Report completed by RW Harden & Associates and released in November 2022, identified three (3) aquifers beneath Brenham that could serve as potential ground water sources. These findings presented an alternative to a well field feed into the raw water lake line.

Amendment No. 1 to the Professional Services Agreement with Strand Associates, Inc. for Water Source Evaluation and a Water Treatment Plant Expansion Plan refines the scope of services given the findings, thus far, described. Evaluation of local well sites with treatment at the site directly into the water distribution system, as well as, local, ground water well feeds into the water plant, supplementing lake water feed, will require added Strand resources and time. However, we believe that we now have a strategy for water treatment capacity expansion that will expedite the process and be economically more feasible. The increase in cost is \$35,000.

ATTACHMENTS:

(1) Amendment No. 1

RECOMMENDED ACTION:

Approve an amendment to the professional service agreement with Strand and Associates for engineering services related to water source valuation and water treatment plant expansion (Project No. 63C-16C) in the amount of \$35,000.00 and authorize the Mayor to execute any necessary documentation.

**AMENDMENT NO. 1 TO THE JULY 25, 2022
PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
CITY OF BRENHAM
PROJECT NO. 63C-16C
WATER SOURCE EVALUATION AND
WATER TREATMENT PLANT EXPANSION PLAN**

WHEREAS, the City and Engineer agree to amend the referenced Agreement as follows:

Under **SECTION IV, TIME FOR PERFORMANCE**, CHANGE January 19, 2023, to "May 31, 2023."

Under **SECTION VII, ENGINEER'S COMPENSATION**, CHANGE \$110,000 to "\$145,000."

In **ATTACHMENT "A" PART A–SCOPE OF SERVICES**,

REPLACE Items Nos. 8 through 13 with the following:

- "8. Evaluate four alternatives to increase the capacity of the water supply and treatment facilities to 12.70 MGD to meet the City's anticipated water demand in design year 2042. The evaluation of the water supply and treatment facility alternatives will consider using the phased installation of:
 - a. Alternative A–Unitized wells and reverse osmosis softening treatment facilities distributed throughout the City and piped directly into the distribution system to supplement the water production capacity at the water treatment plant. The evaluation includes use of the City's calibrated distribution system water model to evaluate distribution system upgrades necessary to pump water from the unitized wells into the distribution system. The water model will be calibrated under a separate agreement. This alternative will evaluate two locations at the existing Loesch Street well site and the Westside Elevated Storage Tank site.
 - b. Alternative B–Unitized wells and reverse osmosis softening treatment facilities located at the water treatment plant and the Jackson Street Park to supplement the water production capacity at the water treatment plant. Water produced from these facilities will be piped to the clearwells at the water treatment plant for disinfection and pumped into the distribution system by the high service pumps. This alternative will consider high service pumping improvements necessary to pump water produced by both the unitized wells and the water treatment plant into the water distribution system.

- c. Alternative C—Renovation and expansion of the water treatment plant using conventional treatment methods. This alternative will consider raw water pumping improvements and expansion of the water treatment plant capacity to 8.35 MGD to match the ultimate capacity of the raw water main. This alternative will also consider further expansion to the water treatment plant based on the water production capacity of the unitized wells described in Alternative B.
 - d. Alternative D—Renovation and expansion of the water treatment plant using a combination of low- and high-pressure membrane filtration and conventional treatment methods. This alternative will consider raw water pumping improvements and expansion of the water treatment plant capacity to 8.35 MGD to match the ultimate capacity of the raw water main. Both partial and 100-percent low-pressure membrane treatment with conventional process upgrades will be considered. This alternative will also consider further expansion to the water treatment plant based on the water production capacity of the unitized wells described in Alternative B.
- 9. Meet with City staff to review initial findings of Item No. 8.
 - 10. Prepare process schematics and opinions of probable cost for Alternatives A through D as described in Item No. 8.
 - 11. Summarize the findings and evaluations of Items Nos. 8 through 10 in the form of Technical Memorandum No. 3 (TM-3)—Water System Improvement Alternatives for review, comment, and in-person meeting with City. Prepare and present an updated TM-3, with the appropriate review comments from the meeting incorporated as Sections Nos. 5, 6, 7, and 8 of the final report.
 - 12. Prepare a draft preliminary report based on City's selected alternative, including basic project sequencing and scheduling, and the three technical memorandums. The draft report will adhere to the following outline.

Executive Summary

Section 1—Introduction

Section 2—Existing Facility Summary

Section 3—Existing and Future Capacity Needs

Section 4—Alternative Water Sources

Section 5—Alternative A Options and Summary

Section 6—Alternative B Options and Summary

Section 7—Alternative C Options and Summary

Section 8—Recommendations, Probable Cost of Ownership, and Project Schedule”

In **ATTACHMENT “A” PART B—BASIS OF COMPENSATION AND REIMBURSABLE EXPENSES**, CHANGE \$110,000 to “\$145,000.”

IN WITNESS WHEREOF, the City of Brenham has lawfully caused this Amendment 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.[®]

 1/20/23
Date

Joseph M. Bunker
Corporate Secretary

CITY OF BRENHAM, TEXAS

Milton Y. Tate Jr. Date
Mayor

ATTEST:

Jeana Bellinger Date
City Secretary



Regular City Council
AGENDA ITEM 16.

Agenda Item: Section 551.071 Texas Government Code - Consultation with Attorney - Consultation with City Attorney Regarding City of Brenham v. WTG Gas Marketing, Inc.; Cause No. 37573; 335th Judicial District Court, Washington County, Texas

Meeting Type: Regular Meeting-February 02, 2023

Department: Administration

Staff Contact: Carolyn Miller

SUMMARY STATEMENT:

To be discussed in Executive Session.

ATTACHMENTS:

None

RECOMMENDED ACTION:

As discussed in Executive Session.



Regular City Council
AGENDA ITEM 17.

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

Meeting Type: Regular Meeting-February 02, 2023

Department: Administration

Staff Contact: Carolyn Miller

SUMMARY STATEMENT:

To be discussed in Executive Session.

ATTACHMENTS:

None

RECOMMENDED ACTION:

No action - Executive Session discussion only.



Regular City Council
AGENDA ITEM 18.

Agenda Item: Section 551.071 Texas Government Code - Consultation with Attorney - Consultation with City Attorney Regarding the Texas Public Information Act, the Texas Open Meetings Act, and Associated Legal Matters

Meeting Type: Regular Meeting-February 02, 2023

Department: Administration

Staff Contact: Carolyn Miller

SUMMARY STATEMENT:

To be discussed in Executive Session.

ATTACHMENTS:

None

RECOMMENDED ACTION:

No Action - Executive Session discussion only.