



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, MAY 16, 2024 AT 1:00 PM
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN STREET
BRENHAM, TEXAS**

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags - Mayor Pro Tem Clint Kolby**
- 3. Proclamation**
 - ◆ **Safe Boating Week**
- 4. Retirement Recognition - Debbie Gaffey, Public Utilities**
- 5. Special Recognitions**
 - ◆ **Fortnightly Club**
 - ◆ **National Public Works Week**
- 6. Citizen Comments**

CONSENT AGENDA

7. Statutory Consent Agenda

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

- 7.a. Approve the Minutes from the May 2, 2024, Regular City Council Meeting**
- 7.b. Approve Ordinance No. O-24-013 on Its Second Reading to Grant a Non-Exclusive Franchise to Vacha Waste Management Services, LLC dba Texas Ranch Rolloffs to Operate a Roll-Off Container Service for the**

Residents, Businesses, and Industries Inside Brenham City Limits

- 7.c. Discuss and Possibly Act Upon an Ordinance on Its First Reading to Repeal Ordinance No. O-24-010 Relating to the Non-Exclusive Franchise Granted to Waste Falcon, LLC to Operate a Roll-Off Container Service for Residents, Businesses, and Industries Inside Brenham City Limits**

WORK SESSION

- 8. Discussion and Presentation on the City of Brenham Charter Article III, The City Council**

REGULAR SESSION

- 9. Discuss and Possibly Act Upon Resolution No. R-24-007 Related to an Agreement Between the City of Brenham and the Texas Department of Transportation for the Temporary Closure of the State Right-of-Way in Connection with the 2024 Downtown Summer Concert Series, Hot Nights, Cool Tunes to be held on July 6, 13, 20, and 27, 2024**
- 10. Discuss and Possibly Act Upon Resolution No. R-24-008 Related to the Municipal Maintenance Agreement Between the City of Brenham and the State of Texas, Through Texas Department of Transportation for Maintenance, Control, Supervision and Regulation of State Highways Within the Brenham City Limits**
- 11. Discuss and Possibly Act Upon a Professional Services Agreement Between the City of Brenham and Strand Associates, Inc. Related to the Surface Water Treatment Plant (SWTP) Chlorine Room Upgrades (Project #63C-23C) and Authorize the Mayor to Execute Any Necessary Documentation**
- 12. Discuss and Possibly Act Upon a Professional Services Agreement Between the City of Brenham and Strand Associates, Inc. Related to the 2024 Industrial Boulevard Pumping Station Replacement (Project No. 66C-15C) and Authorize the Mayor to Execute Any Necessary Documentation**
- 13. Discuss and Possibly Act Upon Award of RFP No. 24-001 Related to Gas Main Line Pressure Test (Project No. 62C-81C) and Authorize the Mayor to Execute Any Necessary Documentation**
- 14. Discuss and Possibly Act Upon Award of Bid No. 24-003 for Mowing, Maintenance, and Clean-up Services for Various City Buildings, Public Properties, and Parking Lot Areas and Authorize the Mayor to Execute Any Necessary Documentation**

- 15. Discuss and Possibly Act Upon a Request from Visit Brenham DMO for Funding of the Smithsonian's Museum on Main Street Exhibit and Related Projects with HOT Fund Reserves and Authorize the Mayor to Execute Any Necessary Documentation**
- 16. Discuss and Possibly Act Upon the Appointment of Members to Serve on the Brenham Community Projects Fund Board of Directors and Authorize the Mayor to Execute Any Necessary Documentation**
- 17. 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

- 18. Section 551.071, Texas Government Code - Consultation with City Attorney - Consultation with City Attorney Concerning Demand Letter and Notice of Contemplated Litigation Received by City Brenham, and Associated Matters**
- 19. Section 551.071, Texas Government Code - Consultation with City Attorney - Consultation with City Attorney Concerning the Brenham Municipal Airport, Its Operations and Services, and Associated Matters**

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 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, May 13, 2024 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 _____, 2024 at _____ a.m./p.m.

Signature

Title

Brenham City Council Minutes

A Regular Meeting of the Brenham City Council was held on Thursday, May 2, 2024 beginning at 1:00 PM in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members Present:

Mayor Atwood Kenjura
Mayor Pro Tem Clint Kolby
Councilmember Shannan Canales
Councilmember Leah Cook
Councilmember Paul LaRoche
Councilmember Adonna Saunders
Councilmember Albert Wright

Members Absent:

None

City of Brenham Staff Present:

City Manager Carolyn Miller, City Attorney Cary Bovey, City Secretary/Director of Administrative Services Jeana Bellinger, General Manager of Public Utilities Debbie Gaffey, General Manager of Public Utilities William Bisette, Assistant General Manager of Public Utilities Alton Sommerfield, Chief Financial Officer Julie Flagg, Director of Finance Stacy Hardy, Director of HR and Risk Management Susan Nienstedt, Interim Fire Chief Ray Cooper, Asst. Police Chief Lloyd Powell, Economic & Community Development Director Teresa Rosales, Robin Hutchens, Shawn Bolenbarr, Jessica Perez, Alex Saenz, Curtiss Schoen, Jason Lange, James Antowiak, Tiffany Anderson, Conner Caskey, Jason Derrick, Sierra Randle, Matthew Brown, Jose Perez, Tommy Kurie, and Mark Pierce.

Citizens/Others Present:

None

Media Present:

Sarah Forsythe with Banner Press and Josh Blaschke with KWHI.

1. Call Meeting to Order

2. Invocation and Pledges to the US and Texas Flags - Mayor Atwood C. Kenjura

3. New Employee Introductions

- ◆ **Julie Flagg - Chief Financial Officer**
- ◆ **William Bisette - General Manager of Public Utilities**

4. Service Recognitions

- ◆ **James Antkowiak - Electric Department - 25 Years**

5. Special Recognition

- ◆ **Brenham Police Department**

6. Proclamations

- ◆ **National Peace Officers Memorial Week**

7. Citizen Comments

No citizen comments were heard.

CONSENT AGENDA

8. Statutory Consent Agenda

- 8.a. Approve the Minutes from the April 18, 2024 Regular City Council Meeting**
- 8.b. Approve an Ordinance on Its First Reading to Grant a Non-Exclusive Franchise to Vacha Waste Management Services, LLC dba Texas Ranch Rolloffs to Operate a Roll-Off Container Service for the Residents, Businesses, and Industries Inside Brenham City Limits**
- 8.c. Approve an Ordinance on Its First Reading to Grant a Non-Exclusive Franchise to Purple Rentals to Operate a Roll-Off Container Service for the Residents, Businesses, and Industries Inside Brenham City Limits**

Mayor Kenjura removed item 8.c. from the Consent Agenda.

A motion was made by Councilmember Wright and seconded by Councilmember Saunders to approve Consent Agenda items 8.a. through 8.b.

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

Yes: Mayor Kenjura, Mayor Pro Tem Kolby, Councilmember Canales, Councilmember Cook, Councilmember LaRoche, Councilmember Saunders, Councilmember Wright

No: None

Absent: None

REGULAR SESSION

9. Discuss and Possibly Act Upon Resolution No. R-24-006 to Repeal Resolution No. R-04-013 Related to a Contract Between the City of Brenham and Linebarger Goggan Blair & Sampson LLP for the Collection of Delinquent Property Taxes

City Secretary/Director of Administrative Services Jeana Bellinger presented this item. Bellinger advised that in March, staff was contacted by Chief Appraiser Dyann White about the City's contract with Brenham Independent School District (BISD) for the collection of property taxes. Bellinger advised that since the 1990s, the City has had an agreement with the Washington County Appraisal District (WCAD) - through BISD for the collection of the City's property taxes. Bellinger advised that also, since the 1990s, BISD has contracted with Linebarger Goggan Blair & Sampson LLP (Linebarger) to collect delinquent property taxes on behalf of the City and all the other taxing entities in Washington County.

Bellinger advised that in November 2023, BISD terminated the contract with Linebarger and entered into a new property tax collection agreement with Perdue, Brandon, Fielder, Collins & Mott, LLP (Perdue). Bellinger advised that upon reviewing contract documents and talking with representatives from Linebarger, it was discovered that the City had a separate contract with Linebarger from the 1990's that was amended in 2004.

Bellinger advised that staff recommends that the City's agreement with Linebarger be terminated so that the City's delinquent property taxes can be collected, along with all the other taxing entities in Washington County, by Perdue.

A motion was made by Mayor Pro Tem Kolby and seconded by Councilmember LaRoche to approve Resolution No. R-24-006 to repeal Resolution No. R-04-013 related to a contract for the collection of delinquent property taxes between the City of Brenham and Linebarger Goggan Blair & Sampson LLP.

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

Yes: Mayor Kenjura, Mayor Pro Tem Kolby, Councilmember Canales, Councilmember Cook, Councilmember LaRoche, Councilmember Saunders, Councilmember Wright

No: None

Absent: None

10. Discuss and Possibly Act Upon an Interlocal Agreement Between the City of Brenham and Brenham Independent School District for the Assessment and Collection of Property Taxes and Authorize the Mayor to Execute Any Necessary Documentation

City Secretary/Director of Administrative Services Jeana Bellinger presented this item. Bellinger advised that upon reviewing the City's contract with Brenham Independent School District (BISD) for the assessment and collection of property taxes, it was discovered that the agreement had not updated since the 1990s. Bellinger advised that the new agreement still gives the Washington County Appraisal District, through BISD, the authority to assess and collect property taxes for the City but the language has been updated to reflect new state law requirements and the appropriate payment for these services.

A motion was made by Mayor Pro Tem Kolby and seconded by Councilmember Wright to approve an Interlocal Agreement between the City of Brenham and Brenham Independent School District for the assessment and collection of property taxes and authorize the Mayor to execute any necessary documentation.

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

Yes: Mayor Kenjura, Mayor Pro Tem Kolby, Councilmember Canales, Councilmember Cook, Councilmember LaRoche, Councilmember Saunders, Councilmember Wright

No: None

Absent: None

11. Administrative/Elected Officials Report

City Manager Carolyn Miller reported on the following:

- May 4th - Maifest Parade @ 10:00 a.m.
- May 16th - Next Regular City Council Meeting
- May 20th - Budget Retreat
- May 21st - Barnhill Speaker Series - Former Governor of Texas Rick Perry

Council adjourned into Executive Session at 1:23 p.m.

EXECUTIVE SESSION

12. Section 551.071, Texas Government Code - Consultation with City Attorney - Consultation with City Attorney Concerning the Brenham Municipal Airport, Its Operations and Services, and Associated Matters

Executive Session adjourned at 1:57 p.m.

ADJOURN

Atwood C. Kenjura
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

ORDINANCE NO. O-24-013

AN ORDINANCE GRANTING VACHA WASTE MANAGEMENT LLC DBA TEXAS RANCH ROLLOFFS, ITS SUCCESSORS AND ASSIGNS, A FRANCHISE FOR THE PRIVILEGE AND USE OF PUBLIC STREETS, ALLEYS, AND PUBLIC WAYS WITHIN THE CORPORATE LIMITS OF THE CITY OF BRENHAM FOR THE PURPOSE OF ENGAGING IN THE BUSINESS OF COLLECTING SOLID WASTE FROM COMMERCIAL, RESIDENTIAL AND INDUSTRIAL SITES USING ROLL-OFF CONTAINERS AND/OR COMMERCIAL COMPACTORS; PRESCRIBING THE TERMS, CONDITIONS, OBLIGATIONS, AND LIMITATIONS UNDER WHICH SAID FRANCHISE SHALL BE EXERCISED; PROVIDING FOR THE CONSIDERATION; FOR PERIOD OF GRANT; FOR ASSIGNMENT; FOR METHOD OF ACCEPTANCE; FOR REPEAL OF CONFLICTING ORDINANCES AND FOR PARTIAL INVALIDITY.

WHEREAS, the City of Brenham, by ordinance, provides exclusively all solid waste collection and disposal services for solid waste generated from within the corporate limits of the City of Brenham; and

WHEREAS, the City of Brenham may, by ordinance and charter, grant franchises to other entities for the use of public streets, alleys and thoroughfares within the corporate limits of CITY and for the collection and disposal of solid waste generated from within the corporate limits of the City of Brenham; and

WHEREAS, the City of Brenham desires to exercise the authority provided to it by ordinance and charter to grant a franchise for the collection and disposal of certain solid waste generated from within the corporate limits of the City of Brenham; and

WHEREAS, the City of Brenham hereinafter referred to as “CITY” desires to grant this franchise to Vacha Waste Management Services LLC dba Texas Ranch Rolloffs, under the terms of this Agreement as set out below.

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

SECTION 1. DEFINITIONS

Agreement. This contract between the City of Brenham and for the provision of certain roll-off container and/or commercial compactor service within the corporate limits of the City of Brenham under certain terms and conditions set out herein.

City of Brenham. Also referred to as "CITY" in this Agreement.

City Council. Also referred to as "COUNCIL" denoting the governing body of the City of Brenham.

Customers. Those industrial, residential, and/or commercial premises located within the CITY that generate solid waste requiring collection using roll-off containers and/or commercial compactors.

Solid Waste. All putrescible and nonputrescible solid, semi-solid, and liquid wastes, including residential, industrial, commercial, and municipal garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, discarded home and industrial appliances, vegetable or animal solid and semi-solid wastes, and other discarded solid and semi-solid wastes.

Roll-Off Containers. A type of solid waste industry container that is loaded by a winch truck. Also referred to as "container".

Commercial Compactor. A type of solid waste industry container that is loaded by a winch truck and compacts solid waste. Also referred to as "compactor".

Vacha Waste Management Services LLC dba Texas Ranch Rolloffs, Herein-after referred to as "FRANCHISEE". The party contracting with the CITY for roll-off container and/or commercial compactor service, which contains demolition/construction debris or solid waste.

SECTION 2. **GENERAL DESCRIPTION OF SERVICES TO BE PROVIDED**

For and in consideration of the compliance by FRANCHISEE with the covenants and conditions herein set forth, and the Charter, Ordinances and Regulations of the City governing the collection and disposal of solid waste, CITY hereby grants to FRANCHISEE a non-exclusive franchise for use of designated public streets, alleys and thoroughfares within the corporate limits of City for the sole purpose of engaging in the business of collecting solid waste using roll-off containers and/or commercial compactors from commercial, residential and industrial sites within the jurisdictional limits of CITY, as approved by the City Manager or his designee.

SECTION 3.
AUTHORITY FOR TO PROVIDE SERVICE

CITY hereby grants to FRANCHISEE the privilege to collect from commercial, residential, and industrial customers within the City limits solid waste using roll-off containers and/or commercial compactors only.

SECTION 4.
DISPOSAL SITE TO BE USED

Unless approved otherwise in writing by the CITY, FRANCHISEE shall utilize any Type I permitted landfill that FRANCHISEE deems appropriate and is authorized for disposal of all solid waste, which is collected by FRANCHISEE from within the corporate limits of the CITY.

SECTION 5.
RATES TO BE CHARGED

A written Schedule of Rates that FRANCHISEE shall charge for the aforementioned services shall be provided to each customer, and such Schedule of Rates may be revised periodically as agreed by FRANCHISEE and its customers. FRANCHISEE shall immediately provide the CITY with copies of any and all revised Schedule of Rates documents.

SECTION 6.
PAYMENTS TO CITY

For and in consideration of the use of designated streets, alleys, and thoroughfares as well as in consideration of the covenants and agreements contained herein, FRANCHISEE agrees and shall pay to CITY upon acceptance of this Agreement and thereafter during the term hereof, a sum equivalent to five percent (5%) of FRANCHISEE'S monthly gross revenues generated from FRANCHISEE'S provision of solid waste roll-off container collection services within the CITY excluding actual landfill tipping charges.

Any revenue received by FRANCHISEE in excess of the actual landfill tipping charges will be subject to the franchise fee and shall be computed into FRANCHISEE'S monthly gross revenue. Said payment shall be paid monthly to the City of Brenham Attn: City Secretary and must be received by the CITY no later than the twenty-fifth (25th) day of the month following the end of the previous month. If the payment due date falls on a Saturday, Sunday or other holiday designated by the CITY, the payment must be received by the CITY on the next regular business day.

Payments received by the CITY after the due date shall be assessed a ten percent (10%) penalty on the outstanding franchise fee amount owed under this Section.

Failure by FRANCHISEE to pay amounts due under this Agreement, after written notice by CITY, shall constitute Failure to Perform under this Agreement and CITY may invoke the provisions of Section 15 of this Agreement (FAILURE TO PERFORM), and/or any other remedy available to the CITY in law or equity.

SECTION 7. **ACCESS TO RECORDS & REPORTING**

CITY shall have access to FRANCHISEE'S records, billing records of those customers served by FRANCHISEE and all papers relating to this Agreement and the operation of solid waste roll-off container collection and disposal services within the CITY. Access by CITY to FRANCHISEE'S records shall be provided to CITY within ten (10) business days, after written notice to FRANCHISEE during normal business hours.

The following records and reports shall be filed quarterly with the City Secretary or his/her designee:

- A. Reports of all complaints, investigations, and actions taken by FRANCHISEE with regard to services provided pursuant to this Agreement.
- B. A listing of all FRANCHISEE accounts served, and monthly revenue derived from roll-off containers placed in the CITY under the terms of this Agreement. The reports should include: a unique customer identification or account number, frequency of pick-up, size of container and monthly charges.

The CITY is subject to the Texas Public Information Act ("Act"). Generally, the Act requires the release of requested information by the CITY, but there are exceptions. If the requested information meets the criteria outlined in the exceptions, the CITY may decline to release the information for the purpose of requesting a decision from the Texas Attorney General's Office. The Act excepts from public disclosure trade secrets and certain commercial or financial information. The Act states the CITY may withhold:

- A. A trade secret obtained from a person and privileged or confidential by statute or judicial decision; or
- B. Commercial or financial information for which it is determined based on specific factual evidence that disclosure would cause substantial competitive harm to the person from whom the information was obtained.

Pursuant to Section 552.305 of the Act, the CITY is obligated to make a good faith attempt to contact third parties who have a trade secret interest or a commercial financial interest in the information that's been requested so that the third party has an opportunity to submit reasons to the Texas Attorney General's Office why the information should be withheld or released.

The CITY will comply with Section 552.305 of the Act with regard to any requests for records concerning FRANCHISEE that invoke Section 552.305.

SECTION 8. **PLACEMENT OF CONTAINERS**

All roll-off containers and/or compactors placed for service within CITY shall be located in such a manner so as not to be a safety or traffic hazard. Under no circumstances shall FRANCHISEE place containers on public streets, alleys and/or thorough fares without the prior written approval of the CITY. CITY reserves the right to specify to FRANCHISEE the exact location and time period allowed for placement of any roll-off container(s) it places for service in CITY.

FRANCHISEE agrees and acknowledges that it shall be liable for any and all damages it causes to any public street, alley and/or thorough fare, and associated improvements and FRANCHISEE will pay CITY's entire construction costs and other expenses associated with repairing and/or replacing the damaged public street, alley and/or through fare, and associated improvements.

SECTION 9. **CONTAINER MAINTENANCE**

FRANCHISEE agrees to properly maintain as necessary, including but not limited to cleaning and painting, all roll-off containers placed for service within CITY.

SECTION 10. **COMPLAINTS REGARDING SERVICE/SPILLAGE**

FRANCHISEE shall receive and directly respond to any complaints pertaining to service from their roll-off containers and/or compactor customers located within CITY. However, any such complaints received by CITY shall be forwarded to FRANCHISEE within twenty-four (24) hours of their receipt by CITY. FRANCHISEE shall respond to all complaints within twenty-four (24) hours of receiving notice of such complaint from CITY and shall report to CITY as to the action taken. Failure by FRANCHISEE to respond and report to CITY on action taken within this twenty-four (24) hour period may subject FRANCHISEE to a \$25.00 per incident charge from CITY payable with the next payment due to CITY under Section 6 of this Agreement.

FRANCHISEE agrees that during transport all vehicles used by FRANCHISEE in the removal of solid waste shall be properly covered to prevent spillage, blowing, or scattering of refuse onto public streets or properties adjacent thereto. All equipment necessary for the performance of this Agreement shall be in good condition and repair. A standby vehicle shall always be available. FRANCHISEE'S vehicles shall at all times be clearly marked with FRANCHISEE'S name in letters not less than three (3) inches in height.

SECTION 11.
OBEISANCE OF LAWS

FRANCHISEE agrees that it shall comply with all laws, policies, rules and regulations of the United States, State of Texas, and CITY. All collections made hereunder shall be made by FRANCHISEE without unnecessary noise, disturbance, or commotion.

SECTION 12.
UNDERSTANDINGS PERTAINING TO NON-EXCLUSIVITY

It is understood by and between the parties that this Agreement executed by and between the parties on the 16th day of May, 2024, constitutes the only agreement between the parties. It is further understood and agreed that there are no other agreements between these parties with regard to the disposal of commercial, industrial or residential solid waste in the CITY using roll-off containers/compactors and that this Agreement does not authorize FRANCHISEE to utilize the streets, alleys or public ways to dispose of commercial, industrial, or residential solid waste other than demolition and construction debris. Both parties agree and understand that nothing in this Agreement conveys to FRANCHISEE an exclusive franchise for the services described in this Agreement and that this Agreement is non-exclusive.

SECTION 13.
OWNERSHIP OF MATERIALS COLLECTED

Nothing herein shall create or be construed to convey any title to CITY of any solid waste collected pursuant to the provisions of this agreement.

SECTION 14.
INTERRUPTION OF SERVICE OR DEFAULT

A. Termination of Service. In the event that FRANCHISEE terminates service to any customer with the CITY limits for cause, FRANCHISEE must notify the CITY through certified mail within forty-eight (48) hours of termination and state the cause of such termination.

B. Excessive Interruption in Service. If the interruption in service continues for a period of seventy-two (72) hours or more, then it may constitute Failure to Perform under this Agreement and CITY may invoke the provisions of Section 15 of this Agreement (FAILURE TO PERFORM).

SECTION 15.
FAILURE TO PERFORM

It is expressly understood and agreed by the parties that if at any time FRANCHISEE shall fail to perform any of the terms, covenants, or conditions herein set forth, CITY may after a hearing as described herein, revoke and cancel the Agreement by and between the parties and said Agreement shall be null and void. Upon the determination by the staff of CITY that a hearing should be held before the City Council, CITY shall mail notice of the hearing to FRANCHISEE, at the address designated herein or at such address as may be designated from time to time, by registered or certified mail. The notice shall specify the time and place of the hearing and shall include the allegations being asserted for the revocation of this Agreement. The hearing shall be conducted in public before the City Council and FRANCHISEE shall be allowed to present evidence and given an opportunity to answer all reasons for the termination set forth in the notice. In the event that the Council determines that the allegations set forth are true as set forth in the notice it may by majority vote cancel this Agreement between the parties at no penalty to the CITY.

SECTION 16.
INDEMNIFICATION

In the event CITY is damaged due to the act, omission, mistake, fault, or default of FRANCHISEE, then FRANCHISEE shall indemnify and hold CITY harmless for such damage.

FRANCHISEE is to indemnify and hold CITY harmless for any disposal of any prohibited material whether intentional or inadvertent.

FRANCHISEE shall indemnify and hold CITY harmless from any and all injuries to or claims of adjacent property owners caused by FRANCHISEE, its agents, employees, and representatives.

FRANCHISEE agrees to and shall indemnify and hold harmless CITY, its officers, agents and employees, from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, arising out of or in connection with the work done by FRANCHISEE under this Agreement, regardless of whether such injuries, death or damages are caused in whole or in part by the negligence, including but not limited to the contractual comparative negligence, concurrent negligence or gross negligence, of CITY.

SECTION 17. **INSURANCE**

FRANCHISEE shall procure and maintain at its sole cost and expense for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by FRANCHISEE, its agents, representatives, volunteers, employees, or subcontractors.

FRANCHISEE'S insurance coverage shall be primary insurance with respect to the CITY, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, employees, or volunteers shall be considered in excess of the FRANCHISEE'S insurance and shall not contribute to it.

FRANCHISEE shall include all subcontractors as additional insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

Certificates of Insurance and endorsements shall be furnished to CITY and approved by CITY before work commences.

A. STANDARD INSURANCE POLICIES REQUIRED

1. Commercial General Liability Policy
2. Automobile Liability Policy
3. Worker's Compensation Policy

B. GENERAL REQUIREMENTS APPLICABLE TO ALL POLICIES

1. General Liability and Automobile Liability insurance shall be written by a carrier with a better rating in accordance with the current Best Key Rating Guide.
2. Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.
3. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
4. Claims Made Policies will not be accepted.
5. The CITY, its officials, employees, and volunteers are to be added as "Additional Insured" to the General Liability and the Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officials, employees, or volunteers.
6. A Waiver of Subrogation in favor of the CITY with respect to the General Liability, Automobile Liability, and Workers' Compensation insurance must be included.

7. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CITY.
8. Upon request, certified copies of all insurance policies shall be furnished to the CITY.

C. COMMERCIAL GENERAL LIABILITY

1. Minimum Combined Single Limit of \$1,000,000 per occurrence for Bodily Injury and Property Damage.
2. No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

D. AUTOMOBILE LIABILITY

1. Minimum Combined Single Limit of \$1,000,000 per occurrence for Bodily Injury and Property Damage.

E. WORKERS' COMPENSATION

1. Employer's Liability limits of \$500,000/\$500,000/ \$500,000 are required.

F. CERTIFICATES OF INSURANCE

1. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:
 - a. The company is licensed and admitted to do business in the State of Texas.
 - b. The insurance set forth by the insurance company are underwritten on forms which have been approved by the Texas Department of Insurance or ISO.
 - c. Sets forth all endorsements as required above and insurance coverage's as previously set forth herein.
 - d. Shall specifically set forth the notice of cancellation, termination, or change in coverage provisions to the CITY.
 - e. Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

SECTION 18.
ASSIGNMENT

This Agreement and the rights and obligations contained herein may not be assigned by FRANCHISEE without the specific prior written approval of the City Council. Any assignment by FRANCHISEE without prior written approval of the City Council shall be null and void.

SECTION 19.
SAFETY

FRANCHISEE shall perform the collection in accordance with applicable laws, codes, ordinances and regulations of the United States, State of Texas, Washington County, and CITY and in compliance with OSHA and other laws as they apply to its employees. It is the intent of the parties that the safety precautions are a part of the collection techniques for which FRANCHISEE is solely responsible. In the carrying on of the work herein provided for, FRANCHISEE shall use all proper skill and care, and FRANCHISEE shall exercise all due and proper precautions to prevent injury to any property, person, or persons. FRANCHISEE assumes responsibility and liability and hereby agrees to indemnify the CITY from any liability caused by FRANCHISEE'S failure to comply with applicable federal, state, or local laws and regulations, touching upon the maintenance of a safe and protected working environment, and the safe use and operation of machinery and equipment in that working environment.

SECTION 20.
AD VALOREM TAXES

FRANCHISEE agrees to render all personal property utilized in its solid waste operation services to Washington County Appraisal District so that said personal property will be the subject of ad valorem taxation for the benefit of CITY.

SECTION 21.
NOTICES

All notices required under the terms of this Agreement to be given by either party to the other shall be in writing, and unless otherwise specified in writing by the respective parties, shall be sent to the parties at the addresses following:

City of Brenham
P.O. Box 1059
Brenham, Texas 77834
ATTN: City Secretary

Vacha Waste Management Services LLC
dba Texas Ranch Rolloffs
7994 Highway 36 N
Bellville, TX 77418
ATTN: Jordan Vacha

All notices shall be deemed to have been properly served only if sent by certified mail, to the person(s) at the address designated as above provided, or to any other person at the address which either party may hereinafter designate by written notice to the other party.

SECTION 22. **AMENDMENTS**

It is hereby understood and agreed by the parties to this Agreement that no alternation or variation to the terms of this Agreement shall be made unless made in writing, approved by both parties, and attached to this Agreement to become a part hereof.

SECTION 23. **SEVERABILITY**

If any section, sentence, clause, or paragraph of this Agreement is for any reason held to be invalid or illegal, such invalidity shall not affect the remaining portions of the Agreement.

SECTION 24. **TERM OF AGREEMENT**

The term of this Agreement shall be effective beginning on the 16th day of May 2024, being the date of acceptance by FRANCHISEE and shall terminate on September 30, 2024.

Thereafter, this Agreement shall automatically renew annually for a subsequent one (1) year terms beginning on October 1 and terminating on the following September 30 unless either party gives written notice of non-renewal by certified mail no later than sixty (60) days prior to the then current termination date. Further, either party may terminate this Agreement without cause at any time by providing the other party with sixty (60) days written notice of termination by certified mail. This section is not intended, nor shall this section be construed, to limit or prohibit a party's ability to terminate this Agreement as otherwise provided in this Agreement.

SECTION 25. **ACCEPTANCE OF AGREEMENT**

That FRANCHISEE shall have sixty (60) days from and after the final passage and approval of this Ordinance to file its written acceptance thereof with the City Secretary, and upon such acceptance being filed, this Ordinance shall take effect and be in force from and after the date of its acceptance and shall effectuate and make binding the agreement provided by the terms hereof.

SECTION 26.
AUTHORIZATION TO EXECUTE

The parties signing this Agreement shall provide adequate proof of their authority to execute this Agreement. This Agreement shall inure to the benefit and is binding upon the parties hereto and their respective successors or assigns but shall not be assignable by either party without the written consent of the other party.

SECTION 27.
PUBLIC MEETING

It is hereby found and determined that the meeting(s) at which this Ordinance was considered were open to the public, as required by Chapter 551, Texas Government Code, and that advance public notice of time, place, and purpose of said meetings was given in accordance with law.

PASSED and APPROVED on its first reading this 2nd day of May 2024.

PASSED and APPROVED on its second reading this 16th day of May 2024.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



City Council Regular Meeting
AGENDA ITEM 7.c

Agenda Item: Discuss and Possibly Act Upon an Ordinance on Its First Reading to Repeal Ordinance No. O-24-010 Relating to the Non-Exclusive Franchise Granted to Waste Falcon, LLC to Operate a Roll-Off Container Service for Residents, Businesses, and Industries Inside Brenham City Limits

Meeting Date: May 16, 2024

Department: Administration

Staff Contact: Robin Hutchens, Deputy City Secretary

SUMMARY STATEMENT:

On April 30th Mr. Chris Conger reached out to staff informing the City of the closure of their business, therefore, the ordinance that was granted to Waste Falcon, LLC must be repealed.

ATTACHMENTS:

1. Ordinance on Its First Reading to Repeal O-24-010 Franchise Agreement

RECOMMENDATION:

Approve an ordinance on its first reading to repeal Ordinance No. O-24-010 relating to the non-exclusive franchise granted to Waste Falcon, LLC to operate a roll-off container service for residents, businesses, and industries inside Brenham City Limits.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS MAKING CERTAIN FINDINGS OF FACT; REPEALING ORDINANCE NO. O-24-010; REVOKING AND CANCELLING THE FRANCHISE GRANTED TO WASTE FALCON, LLC IN SAID ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR A SEVERABILITY, REPEALER AND SAVINGS CLAUSE; AND PROVIDING FOR PROPER NOTICE AND OPEN MEETING.

WHEREAS, the City of Brenham (“City”) entered into a franchise agreement (“Agreement”) with Waste Falcon, LLC (“Provider”) on April 18, 2024 pursuant to the enactment of Ordinance No. O-24-010; and

WHEREAS, the Provider is no longer providing roll-off services within the City of Brenham; and

WHEREAS, pursuant to Section 24 of the Agreement, Provider has notified the City that it wishes to terminate the Agreement; and

WHEREAS, the City acknowledges the receipt and adequacy of Provider’s notice of termination, and agrees to terminate the Agreement, and revoke Ordinance O-24-010,

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

SECTION 1.

That Ordinance No. O-24-010 is hereby repealed, and the Agreement entered into between the City of Brenham, Texas and Waste Falcon, LLC as enacted by Ordinance No. O-24-010 is hereby revoked and cancelled pursuant to Article 24 of the Agreement.

SECTION 2. EFFECTIVE DATE

This Ordinance shall take effect immediately from and after its passage and publication as may be required by governing law.

SECTION 3. SEVERABILITY

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance be severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance, and the remainder of this Ordinance shall be enforced as written.

SECTION 4. REPEALER

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

SECTION 5. SAVINGS CLAUSE

The repeal of any ordinance or part of ordinances effected by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying, or altering any penalty accruing or to accrue, or as affecting any rights of the City under any section or provisions any ordinances at the time of passage of this Ordinance.

SECTION 6. PROPER NOTICE AND MEETING

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

PASSED and APPROVED on its first reading this the ____ day of _____, 2024.

PASSED and APPROVED on its second reading this the ____ of _____, 2024.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



City Council Regular Meeting
AGENDA ITEM 8

Agenda Item: Discussion and Presentation on the City of Brenham Charter
Article III, The City Council

Meeting Date: May 16, 2024

Department: Administration

Staff Contact: Jeana Bellinger, City Secretary

SUMMARY STATEMENT:

During this Work Session, the City Council will discuss in detail three sections of Article III:

- Section 4: Terms of Office
- Section 14: Salaries
- Section 17: Introduction and Passage of Ordinances and Resolutions

ATTACHMENTS:

1. Article III Presentation

RECOMMENDATION:

No action - discussion only.



City of Brenham Charter Review

A Presentation From The
Office of the City Secretary
May 16, 2024

1

One Article At A Time..

- Article III: The City Council
 - 22 sections
 - 2 reserved sections

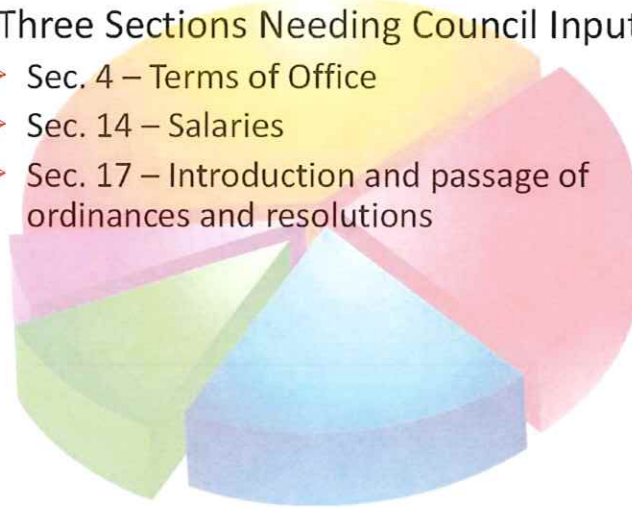


2

One Section At A Time..

➤ Three Sections Needing Council Input

- Sec. 4 – Terms of Office
- Sec. 14 – Salaries
- Sec. 17 – Introduction and passage of ordinances and resolutions



3

Cities of Reference - Members

City	Population	Total Members*
Addison	17,012	7
Bay City	17,882	6
Boerne	19,109	6
College Station	120,019	7
Kerrville	23,831	5
Manor	18,285	7
Seagoville	18,805	6

** Total members include the Mayor*

4

Section 4. Terms of Office

- This Section was amended:
 - 1985: Increased Council to 7 members, 2-year terms, established annual elections, set staggering for the election of the Mayor and 2 Councilmembers in odd-numbered years and 4 Councilmembers in even-numbered years.
 - 1995: Changed the term of office from 2 years to 3 years.
 - 2015: Set the regular election schedule to odd-numbered years and changed the length of terms of office from 3 years to 4 years.

5

Section 4. Terms of Office

- 2015 Charter Election - Proposition 7
 - Help America Vote Act of 2002 (HAVA)
 - Military and Overseas Voter Act of 2009 (MOVE)
 - Passage of Senate Bill 100 in 2011 which implemented the MOVE Act
 - In even-numbered years County would not be able to provide the required electronic voting machines for City elections
- Approved by the voters (602/136)
- Set current terms to 4 years, requiring an election every other year, in odd-numbered years only:
 - 4 members (W1, W3, AL5 and AL6)
 - 3 members (Mayor, W2 and W4)

6

Cities of Reference – Terms of Office

City	Population	Term	Limit
Addison	17,012	2 Years	3
Bay City	17,882	3 Years	3
Boerne	19,109	2 Years	None
College Station	120,019	4 Years	2
Kerrville	23,831	2 Years	3
Manor	18,285	2 Years	3
Seagoville	18,805	2 Years	None

7

Section 4. Terms of Office

- 2 of the 7 sample cities have NO term limits
- 5 of the 7 sample cities have term limits
- Most common number of term limits is 3 terms
- College Station is the only city that has 4-year terms; they have a 2-term limit (8 years total)
- Current 4-year terms with a 3-term term limit would mean a member of City Council could serve a total of 12 years

8



9

Section 14. Salaries

- This Section was amended:
 - 1970: Set Mayor's salary at \$100 per month; set City Councilmembers salary at \$75 per month.
 - 1985: Set Mayor's salary at \$200 per month; set City Councilmembers salary at \$150 per month.
 - 1993: Set Mayor's salary at \$275 per month; set City Councilmembers salary at \$225 per month.

10

Cities of Reference - Salaries

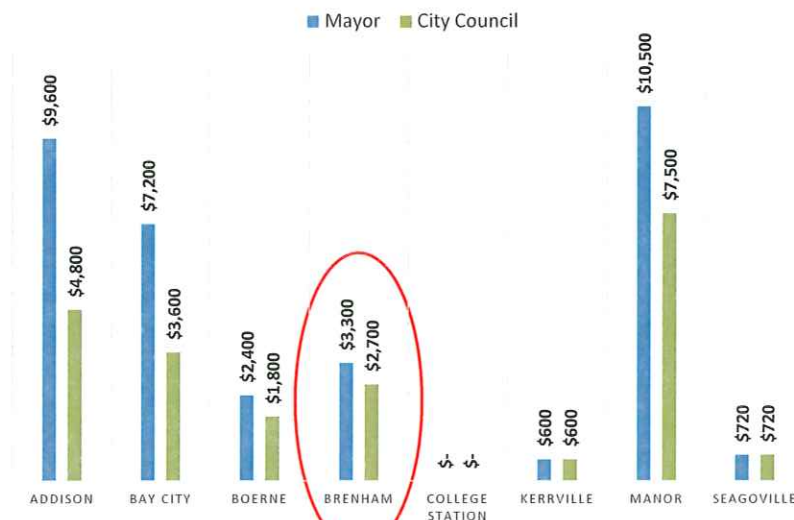
Salaries are shown per month

City	Population	Mayor	CC	Updated
Addison	17,012	\$800	\$400	2023
Bay City	17,882	\$600	\$300	2018
Boerne	19,109	\$200	\$150	2018
College Station	120,019	\$0	\$0	2022 ⁽¹⁾
Kerrville	23,831	\$25 ⁽²⁾	\$25 ⁽²⁾	2023 ⁽²⁾
Manor	18,285	\$875 ⁽³⁾	\$625 ⁽³⁾	2022
Seagoville	18,805	\$30 ⁽⁴⁾	\$30 ⁽⁴⁾	2023

1. Reimbursed any expenses related to their official duties.
2. Per meeting; Charter election in May 2024 is requesting \$500 for the Mayor and \$250 for Councilmembers.
3. Tier System adopted by Ordinance. Highest eligible salary is \$3,500 for the Mayor and \$2,500 for Councilmembers.
4. Per meeting.

11

Section 14. Salaries (Annual)



12



13

Section 17. Introduction and Passage of Ordinances and Resolutions

- This Section has not been amended since the original Charter in 1920.
- The Charter requires that all ordinances, except emergency ordinances, have two (2) readings.

14

Cities of Reference – Passage of Ordinances

City	Population	# of Readings
Addison	17,012	1
Bay City	17,882	1
Boerne	19,109	2
College Station	120,019	1 ⁽¹⁾
Kerrville	23,831	2
Manor	18,285	1
Seagoville	18,805	1 ⁽²⁾

1. If Ordinance contains a penalty or fine, it is not effective for ten (10) days after its approval.
2. If Ordinance contains a penalty or fine, it is not effective until published once in the official newspaper.

15

Section 4. Passage of Ordinances

- 2 of the 7 sample cities require 2 readings
- 5 of the 7 sample cities require 1 reading
- 1 of the 7 sample cities requires 1 reading with delayed effective date of 10 days
- 1 of the 7 sample cities requires 1 reading with delayed effective date until published once in the official newspaper

16



17



City Council Regular Meeting **AGENDA ITEM 9**

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-24-007 Related to an Agreement Between the City of Brenham and the Texas Department of Transportation for the Temporary Closure of the State Right-of-Way in Connection with the 2024 Downtown Summer Concert Series, Hot Nights, Cool Tunes to be held on July 6, 13, 20, and 27, 2024

Meeting Date: May 16, 2024

Department: Main Street

Staff Contact: Leigh Linden, Main Street Manager

SUMMARY STATEMENT:

The Hot Nights, Cool Tunes summer concert series is hosted by the City of Brenham and sponsored by local businesses. Concerts are on Saturdays, July 6, 13, 20, and 27, 2024, from 7:00 p.m. to 10:00 p.m. These are free public events with live entertainment, food vendors, and a classic car cruise-in. Brenham residents and visitors bring lawn chairs, set them up in the street, and enjoy fellowship and entertainment. One lane of Alamo Street between Park Street and St. Charles Street will close at 1:30 p.m. for stage setup, followed by both lanes of Alamo Street closing between Austin Street and Market Street from 4:00 p.m. to midnight or until the stage is removed. The estimated attendance per weekend is 2,500 people.

ATTACHMENTS:

1. R-24-007 - HNCT-TXDOT Agreement

RECOMMENDATION:

Approve Resolution No. R-24-007 related to an agreement between the City of Brenham and the Texas Department of Transportation for the temporary closure of state right-of-way in connection with the 2023 Downtown Summer Concert Series, Hot Nights, Cool Tunes, to be held on July 6, 13, 20, and 27, 2024.

RESOLUTION NO. R-24-007

WHEREAS, the Texas Department of Transportation operates certain state highways within the City limits of the City of Brenham;

WHEREAS, the City of Brenham has received requests for street closings involving a portion of the state highway system within the City of Brenham;

WHEREAS, the Texas Department of Transportation and the City of Brenham have agreed to certain terms and conditions regarding the closing of a portion of the state highway system within the City limits for the purpose of said closings;

WHEREAS, the City Council of the City of Brenham has considered the foregoing and the aforesaid agreement and have agreed to be bound by the provisions thereof for the purpose of closing said streets for the 2024 Downtown Summer Concert Series, Hot Nights, Cool Tunes, to be held on July 6, 13, 20, and 27, 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, the Mayor of Brenham, acting on behalf of the City Council of the City of Brenham is hereby authorized to execute the attached agreement with the Texas Department of Transportation in connection with the closure of a portion of the state highway system within the City of Brenham associated with the 2024 Downtown Summer Concert Series, Hot Nights, Cool Tunes. This resolution is effective upon its adoption.

PASSED AND APPROVED this the 16th day of May, 2024.

Atwood C. Kenjura., Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary

STATE OF TEXAS §

COUNTY OF §

WASHINGTON

**AGREEMENT FOR THE TEMPORARY CLOSURE
OF STATE RIGHT OF WAY**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of Brenham, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "local government."

W I T N E S S E T H

WHEREAS, the State owns and operates a system of highways for public use and benefit, including Alamo Street, in Washington, County; and

WHEREAS, the local government has requested the temporary closure of Alamo Street (Business 290) for the purpose of 2024 Downtown Summer Concert Series, from 1.30pm to 12am as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

WHEREAS, the Event will be located within the local government's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

WHEREAS, on the 16th day of May, 2024, the Brenham City Council passed Resolution / Ordinance No. _____, attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved shall be attached hereto along with a location map and identified as "Exhibit C."

Article 3. OPERATIONS OF THE EVENT

A. The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

B. The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

C. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage

allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period

that the local government and/or its contractors are encroaching upon the State right of way.

B. In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

Article 11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	State:
City of Brenham	Texas Department of Transportation
PO Box 1059	
Brenham, Tx 77833	

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

Agreement No. _____

Each party is signing this agreement on the date stated beside that party's signature.

THE CITY OF Brenham

Executed on behalf of the local government by:

By _____ Date _____
City Official

Typed or Printed Name and Title _____

THE STATE OF TEXAS

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

By _____ Date _____
District Engineer

Exhibit A

This request is for the closure of Alamo Street (Business 290) in Brenham, Texas (Washington County) as follows: One lane of Alamo Street (Business 290) from Park Street to St. Charles Street closing at 1:30 pm until 12:00 am; both lanes of Alamo Street (Business 290) from Austin Street to Market Street closing at 4:00 pm until 12:00 am on July 6, 13, 20, and 27 2024.

Streets will be barricaded with traffic control devices and staffed with personnel from the Brenham Police Department and Citizens on Patrol.

The proposed activity that requires these street closures is the Downtown Summer Concert Series, Hot Nights, Cool Tunes held on the last four (4) Saturdays in July. These are free concerts for the public with live entertainment, food vendors, and a classic car cruise-in. Brenham residents and visitors bring lawn chairs, set them up in the street, and enjoy fellowship and entertainment.

Estimated attendance per event is approximately 2,500.

No animals. The elevated stage, 24'x 16'. will be set up at the intersection of Baylor and Alamo Streets.

Exhibit B

Agreement No. _____

Exhibit C

This request is for the closure of Alamo Street (Business 290) in Brenham, Texas (Washington County) as follows: One lane of Alamo Street (Business 290) from Park Street to St. Charles Street closing at 1:30 pm until 12:00 am; both lanes of Alamo Street (Business 290) from Austin Street to Market Street closing at 4:00 pm until 12:00 am on July 6, 13, 20, and 27, 2024.

Streets will be barricaded with traffic control devices and staffed with personnel from the Brenham Police Department and Citizens on Patrol.

The proposed activity that requires these street closures is the Downtown Summer Concert Series, Hot Nights, Cool Tunes held on the last four (4) Saturdays in July. These are free concerts for the public with live entertainment, food vendors, and a classic car cruise-in. Brenham residents and visitors bring lawn chairs, set them up in the street, and enjoy fellowship and entertainment.

Estimated attendance per event is approximately 2,500.

No animals. The elevated stage, 24'x 16'. will be set up at the intersection of Baylor and Alamo Streets.

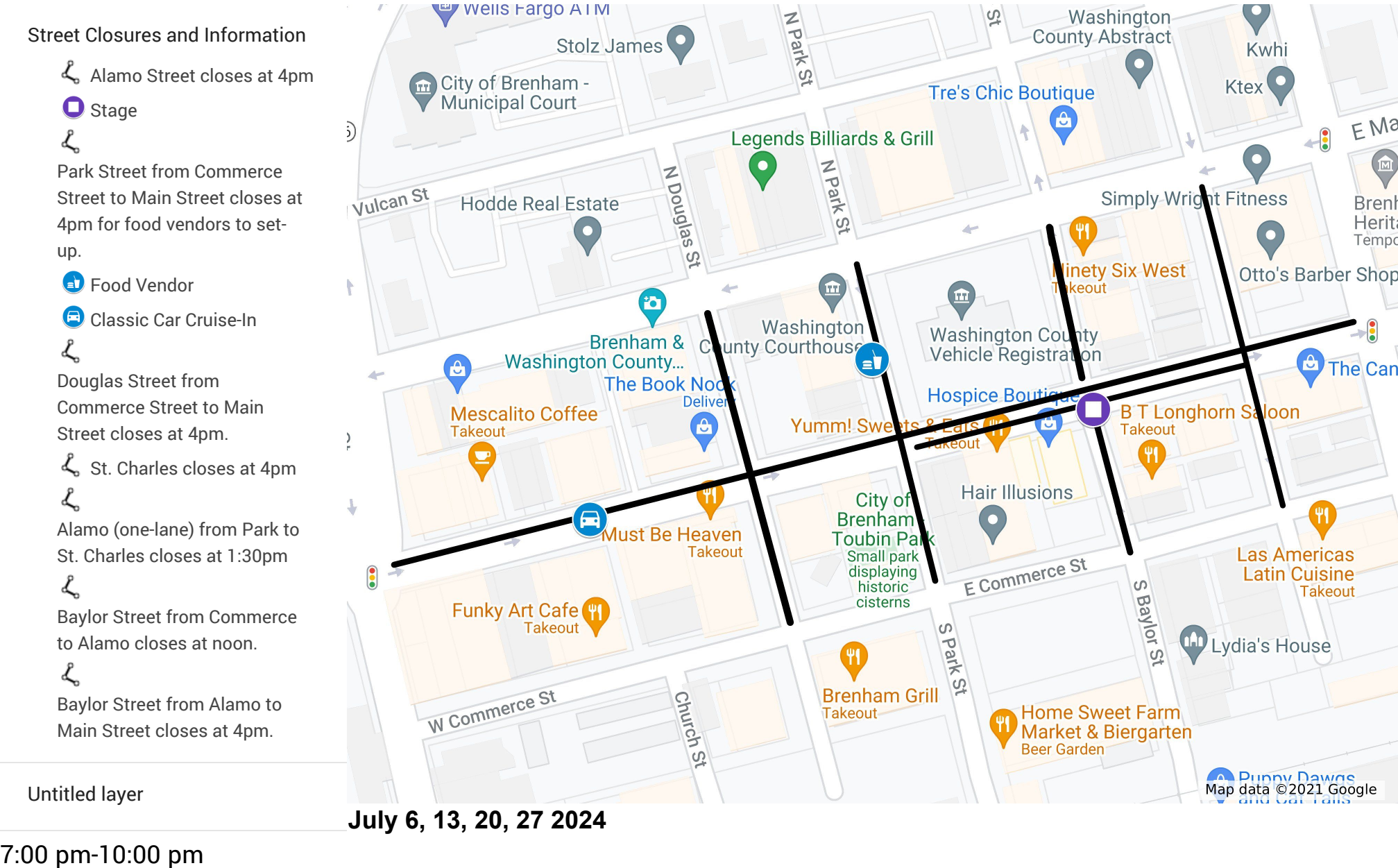
1 inch = 220 feet



Hot Nights Cool Tunes Detours



Hot Nights, Cool Tunes





City Council Regular Meeting **AGENDA ITEM 10**

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-24-008 Related to the Municipal Maintenance Agreement Between the City of Brenham and the State of Texas, Through Texas Department of Transportation for Maintenance, Control, Supervision and Regulation of State Highways Within the Brenham City Limits

Meeting Date: May 16, 2024

Department: Public Works

Staff Contact: Dane Rau, Director of Public Works

SUMMARY STATEMENT:

Throughout Texas, TXDOT works with municipalities and establishes Municipal Maintenance Agreements (MMA) outlining the duties and shared responsibilities of taking care of the “Controlled and Non-Controlled” roadways within the City Limits. In 2009, the City of Brenham signed an MMA that covered the cities and states responsibilities that we have been operating under, which we reference on a monthly basis. This acts as our guidance document pertaining to signal maintenance, roadway surfacing, signage, mowing, litter control, pedestrian crossings, stripping, and drainage that needs attention on state roadways within our City.

TXDOT is issuing new MMAs to municipalities around the state. Staff visited with James Kraemer, area TXDOT Engineer, and Brett Sander, Area Maintenance Supervisor, and reviewed the new MMA. This document was sent to the City Attorney, Cary Bovey for review. Compared to the 2009 document, some language has changed but the duties and responsibilities have remained the same, which we are all agreeable on.

This document does require a resolution by the current governing body to be passed and accepted. You will see the resolution and the 2024 MMA attached. The City has a good relationship with our local representatives and we both work together for the betterment of our community as it relates to these roadways.

We ask that Council approve this resolution and allow the Mayor to sign the 2024 Municipal Maintenance Agreement.

ATTACHMENTS:

1. R-24-008 - TXDOT MMA
2. Municipal Maintenance Agreement

RECOMMENDATION:

Approve Resolution No. R-24-008 related to the Municipal Maintenance Agreement between the City of Brenham and the State of Texas, through Texas Department of Transportation for maintenance, control, supervision and regulation of state highways within the Brenham City Limits.

RESOLUTION NO. R-24-008

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS APPROVING A MUNICIPAL MAINTENANCE AGREEMENT BETWEEN THE STATE OF TEXAS, THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION, AND THE CITY OF BRENHAM, AND AUTHORIZING THE MAYOR TO EXECUTE SAID MUNICIPAL MAINTENANCE AGREEMENT.

WHEREAS, Chapter 311 of the Transportation Code gives the City of Brenham (the “City”) exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

WHEREAS, Section 221.002 of the Transportation Code authorizes the State of Texas (the “State”), at its discretion, to enter into an agreement with the City to fix responsibilities for maintenance, control, supervision, and regulation of State of Texas highways within and through the corporate limits of the City; and

WHEREAS, the State and the City desire to enter into the Municipal Maintenance Agreement attached hereto as Exhibit “A” and incorporated herein for all purposes (“Agreement”);

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

1. The City Council of the City of Brenham hereby approves the Municipal Maintenance Agreement (“Agreement”) between the State of Texas through the Texas Department of Transportation and the City of Brenham, attached hereto as Exhibit “A” and incorporated herein for all purposes.
2. The Mayor is hereby authorized and directed to execute the Agreement on behalf of the City of Brenham.
3. City Staff is hereby authorized and directed to take any and all action necessary to implement the provisions of this Resolution.
4. This Resolution shall be effective immediately upon and after its passage.

RESOLVED this 16th day of May, 2024.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



MUNICIPAL MAINTENANCE AGREEMENT

This Municipal Maintenance Agreement ("Agreement") is made this _____ day of _____ 20____, by and between the State of Texas through the Texas Department of Transportation ("State"), and the City of _____ Bre_n_h_a_m _____ (population _____ 1_7_,3_6_7_, 2020, latest Federal Census) acting by and through its duly authorized officers ("City").

RECITALS

A. Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

B. Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

C. The Executive Director, acting for and on behalf of the Texas Transportation Commission, has made it known to the City that the State will assist the City in the maintenance and operation of State highways within the City, conditioned that the City will enter into agreements with the State for the purpose of determining the respective responsibilities of the parties; and

D. The City has requested the State to assist in the maintenance and operation of State highways within the City as described herein. The Municipal Ordinance or Resolution authorizing the undersigned City Official to execute this Agreement on behalf of the City is attached as **Exhibit C**.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, it is agreed as follows:

ARTICLE I. COVERAGE

1. State assumption of maintenance and operations described in this Agreement shall be effective on the date of execution of this agreement by the Texas Department of Transportation.
2. In this Agreement, the use of the words "State Highway" shall be construed to mean all numbered highways that are part of the State's Highway System.

3. This Agreement is intended to cover and provide for State participation in the maintenance and operation of the following classifications of State Highways within the City:
 - A. Non-Controlled Access highways or portions thereof which are described as "State Maintained and Operated" highways in the document attached and incorporated as **Exhibit A**.
 - B. All State highways or portions thereof which have been designated by the Texas Transportation Commission, or are maintained and operated, as Controlled Access Highways and which are described in the document attached and incorporated as **Exhibit B**.
4. In the event that the present system of State highways within the City is changed by cancellation, modified routing, new routes, or a change to City boundaries, the State shall terminate maintenance and operation and this Agreement shall become null and void on those portions of the highways which are no longer on the State Highway System; and this Agreement shall apply to the new highways on the State Highway System within the City; and they shall be classified as "State Maintained and Operated" under paragraph 3 above, unless the execution of a new agreement on the changed or new portions of the highways is requested by either the City or the State.
5. Exhibits that are a part of this Agreement may be changed with both parties' written concurrence. Additional exhibits may also be added with both parties' written concurrence. The Parties shall periodically update any exhibits to reflect changes to the State Highway System under paragraph 3. Paragraph 4 shall apply to changes to the State Highway System regardless of whether an exhibit has been updated under this Paragraph.
6. The terms of the Agreement apply to a State Highway described by paragraphs 2-4 of this Article, unless provided otherwise in a specific project agreement.

ARTICLE II. GENERAL CONDITIONS

1. The City authorizes the State to maintain and operate the State highways covered by this agreement in the manner set out herein.
2. This agreement is between the State and the City only. No person or entity may claim third party beneficiary status under this contract or any of its provisions, nor may any non-party sue for personal injuries or property damage under this contract.
3. This agreement is for the purpose of defining the authority and responsibility of both parties for maintenance and operation of State highways through the City. This agreement shall supplement any special agreements between the State and the City for the maintenance, operation, and/or construction of the State highways covered herein, and this agreement shall supersede any existing Municipal Maintenance Agreements.

4. Traffic regulations, including speed limits, shall be established only after traffic and engineering studies have been completed by the State or City, as applicable and in accordance with 43 Tex. Admin. Code Ch. 25, Subch. B, and approved by the State.
5. The State shall install, maintain, and operate, when required, all traffic signs and associated pavement markings necessary to regulate, warn, and guide traffic on State highways within the State right-of-way, including main lanes and frontage roads, except as otherwise provided in this paragraph and elsewhere in this Agreement.
 - A. At the intersections of off-system approaches to State highways, the City shall install and maintain (1) all stop signs, yield signs, and one-way signs to regulate, warn, and guide traffic on the off-system street, even if such signs are to be installed on State right-of-way, and (2) any necessary stop or yield bars and pedestrian crosswalks outside the main lanes or outside the frontage roads, if such exist. These signs and markings must meet or exceed the latest State breakaway standards, if applicable, and be in accordance with the latest edition/revision of the Texas Manual on Uniform Traffic Control Devices
 - B. The City shall install and maintain all street name signs except for those mounted on State-maintained traffic signal poles or arms or special advance street name signs on State right-of-way.
 - C. Any other signs or pavement markings desired by the City on State right-of-way shall require prior written authorization by the State, and shall be installed and maintained by the City.
 - D. All signs and markings installed by the City under this Paragraph must meet or exceed the latest State breakaway standards, if applicable, and be in accordance with the latest edition/revision of the Texas Manual on Uniform Traffic Control Devices. All existing signs or markings shall be upgraded on a maintenance replacement basis to meet these requirements.
6. Traffic control devices such as signs, traffic signals, and pavement markings, with respect to type of device, points of installation, and necessity, shall be determined by traffic and engineering studies as provided by regulation in the Texas Administrative Code.
 - A. The City shall not install, maintain, or permit the installation of any type of traffic control device which will affect or influence the use of State highways unless approved in writing by the State. Traffic control devices installed prior to the date of this agreement are hereby made subject to the terms of this agreement and the City agrees to the removal of such devices which affect or influence the use of State highways unless their continued use is approved in writing by the State.
 - B. It is understood that basic approval for future installations of traffic control signals by the State or as a joint project with the City, shall be indicated by the

proper City official's signature on the title sheet of the plans. Both parties should retain a copy of the signed title sheet or a letter signed by both parties acknowledging which signalized intersections are covered by this agreement. Any special requirements not covered within this agreement shall be covered under a separate agreement.

- C. This Agreement satisfies the agreement requirements of 43 Tex. Admin. Code § 25.5 concerning traffic signal installation, unless the parties determine a separate agreement is necessary to address project-specific issues that are not otherwise addressed by this Agreement.
7. Subject to approval by the State, any State highway lighting system may be installed by the City provided the City shall pay or otherwise provide for all cost of installation, maintenance, and operation, except in those installations specifically covered by separate agreements between the City and State.
 - A. For all highway lighting system projects, including those covered by separate agreements unless provided otherwise therein, (1) costs shall include the electricity required to construct and operate the lighting system, (2) the State shall not begin the trial phase of a newly installed lighting system until the applicable utility account is established by the City.
 - B. Attached as **Exhibit D** is a list of lighting installations subject to this Agreement, but which do not have a separate agreement. Exhibit D shall be updated as necessary pursuant to Article 1, Section 6.
 8. The City shall enforce the State laws governing the movement of loads which exceed the legal limits for weight, length, height, or width as prescribed by Chapters 621, 622, and 623 of the Transportation Code for public highways outside corporate limits of cities. The City shall also, by ordinance/resolution and enforcement, prescribe and enforce lower weight limits when mutually agreed by the City and the State that such restrictions are needed to avoid damage to the highway and/or for traffic safety.
 9. The City shall prevent future encroachments within the right-of-way of the State highways and assist in removal of any present encroachments when requested by the State except where specifically authorized by separate agreement; and prohibit the planting of trees or shrubbery or the creation or construction of any other obstruction within the right-of-way without prior approval in writing from the State. Permitted landscaping and public art installations shall be handled through separate agreements.
 10. New construction of sidewalks, shared use pathways, curb ramps, or other accessibility-related items by either Party shall comply with current ADA standards. Except as otherwise provided in this paragraph, the City is responsible for the maintenance of these items, regardless of whether the City or the State constructed the item. Maintenance includes keeping sidewalks clear of debris and vegetation, but does not

include pavement work except as provided in the next sentence. If a Party's highway project is considered an "alteration" under the ADA that triggers the requirement to construct or upgrade accessibility-related items, that Party is responsible for the construction or upgrade, unless provided otherwise in a separate agreement.

11. If the City has a driveway permit process that has been submitted to and approved by the State, the City shall issue permits for access driveways on State highway routes and shall assure the grantee's conformance, for proper installation and maintenance of access driveway facilities, with either a Local Access Management Plan that the City has adopted by ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted to the State a Local Access Management Plan, the State's Access Management Manual. If the City does not have an approved city-wide driveway permit process, the State shall issue access driveway permits on State highway routes in accordance with the City's Local Access Management Plan, adopted by city ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted a Local Access Management Plan, the State's Access Management Manual.
12. The use of unused right-of-way and areas beneath structures for public functions, such as parking, recreation, and law enforcement use, shall be determined by a separate agreement.
13. The State shall be responsible for installation, repair, and maintenance of any mailbox supports installed on the State highway system, including any markings needed on the mailbox supports.
14. The State shall be responsible for installation, repair, and maintenance of any roadside barriers including guardrail, guardrail end treatments, cable barriers, and concrete barriers needed for traffic safety on the state highway system.
15. The State shall be responsible for any structural repairs needed at bridges, culverts, drainage pipes, embankments, and retaining walls on the state highway system.
16. For purposes of this Agreement, "grade separation structure" is defined as any bridge, overpass, or similar structure that raises the roadway above ground level, regardless of what is underneath the structure.

ARTICLE III. NON-CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall apply to the non-controlled access State highways described in Exhibit A, in addition to the General Conditions in Article II above.

1. State's Responsibilities (Non-Controlled Access)

- A. Maintain the traveled surface and foundation beneath such traveled surface necessary for the proper support of vehicular loads encountered, and maintain the shoulders.

- B. Assist in mowing and litter pickup within the right of way to supplement City resources, when requested by the City and if State resources are available.
- C. Assist in sweeping and otherwise cleaning the traveled surface and shoulders to supplement City resources, when requested by the City and if State resources are available.
- D. Assist in snow and ice control to supplement City resources, when requested by the City and if State resources are available.
- E. Structural maintenance and repairs of drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility outside of the right of way or State easements but within its corporate limits.
- F. In cities with less than 50,000 population, the State shall install and maintain school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads. This does not include other pedestrian crosswalks.
- G. Install, operate, and maintain traffic signals in cities with less than 50,000 population.
- H. In cities equal to or greater than 50,000 population, the State may provide for installation of traffic signals when the installation is financed in whole or in part with federal-aid funds, if the City agrees to enter into an agreement setting forth the responsibilities of each party.

2. City's Responsibilities (Non-Controlled Access)

- A. Prohibit angle parking, except upon written approval by the State after traffic and engineering studies have been conducted to determine if the State highway is of sufficient width to permit angle parking without interfering with the free and safe movement of traffic.
- B. Install and maintain all parking restriction signs, pedestrian crosswalks (except as provided in Art. II.5), parking stripes, and special guide signs when agreed to in writing by the State. Cities greater than or equal to 50,000 population shall also install, operate, and maintain all school safety devices and school crosswalks.
- C. Signing and marking of intersecting city streets with State highways shall be the full responsibility of the City (except as provided under Art. II.5).
- D. Require installations, repairs, removals or adjustments of publicly or privately owned utilities or services to be performed in accordance with Texas Department of Transportation specifications and subject to approval of the State in writing.

- E.** Regular cleanups and litter control to ensure drainage facilities are clear. Further, State structural maintenance and repair of drainage facilities within the right-of-way does not relieve the City of its responsibility for drainage of the State highway facility outside of the right-of-way or State easements but within its corporate limits, except where participation by the State is specifically covered in a separate agreement between the City and the State.
- F.** Install, maintain, and operate all traffic signals in cities equal to or greater than 50,000 population. Any variations shall be handled by a separate agreement.
- G.** Perform mowing and litter pickup.
- H.** Sweep and otherwise clean the pavement, including grade separation structures. This includes cleaning and removing litter, trash, discarded personal property, unauthorized temporary shelters, or any other unauthorized item from all areas within the right of way, including underneath a grade separation structure.
- I.** Perform snow and ice control.
- J.** Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State.

ARTICLE IV. CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall apply to the controlled access State highways described in Exhibit B, in addition to the General Conditions in Article II above.

1. State's Responsibilities (Controlled Access)

- A.** Maintain the traveled surface and foundations of the main lanes, ramps, and frontage necessary for the proper support of vehicular loads encountered.
- B.** Mow and clean up litter within the outermost curbs of the frontage roads or the entire right-of-way width where no frontage roads exist. Assist in performing these operations between the right-of-way line and the outermost curb or crown line of the frontage roads on the City's request and if State resources are available.
- C.** Sweep and otherwise clean the traveled surface and shoulders of the main lanes, ramps, grade separation structures, and frontage roads.
- D.** Remove snow and control ice on the main lanes and ramps. Assist in these operations on the frontage roads and grade separation structures on the City's request and if State resources are available.

- E. Install and maintain school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads on frontage roads. This does not include other pedestrian crosswalks.
- F. Install, operate and maintain traffic signals at ramps and frontage road intersections, unless covered by a separate agreement.
- G. Structural maintenance and repair of drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility outside of the right-of-way or State easement but within its corporate limits.

2. City's Responsibilities (Controlled Access)

- A. Prohibit, by ordinance or resolution and through enforcement, all parking on frontage roads except when parallel parking on one side is approved by the State in writing. Prohibit all parking on main lanes and ramps and at such other places where such restriction is necessary for satisfactory operation of traffic, by passing and enforcing ordinances or resolution and taking other appropriate action in addition to full compliance with current laws on parking.
- B. When considered necessary and desirable by both the City and the State, the City shall pass and enforce an ordinance or resolution providing for one-way traffic on the frontage roads except as may be otherwise agreed to by separate agreements with the State.
- C. Secure the approval of the State before any utility installation, repair, removal or adjustment is undertaken, crossing over or under the highway facility or entering the right-of-way. In the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, the City, without the necessity of approval by the State, may at its own responsibility and risk make necessary emergency utility repairs, notifying the State of this action as soon as practical.
- D. Pass necessary ordinances or resolutions and retain responsibility for enforcing the control of access to an expressway/freeway facility.
- E. Sweep and otherwise clean the pavement other than the traveled surface and shoulders, including underneath grade separation structures. This includes cleaning and removing litter, trash, discarded personal property, unauthorized temporary shelters, or any other unauthorized item.
- F. Mow and clean up litter between the right-of-way line and the outermost curb or crown line of the frontage roads, including drainage facilities in this area.

- G.** Install and maintain all parking restriction signs, pedestrian crosswalks (except as provided by Art. II.5), and parking stripes when agreed to by the State in writing.
- H.** Signing and marking of intersecting city streets to State highways shall be the full responsibility of the City (except as provided by Art. II.5).
- I.** Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State. State maintenance of drainage facilities within the right-of-way does not relieve the City of its responsibility for drainage of the State highway facility outside of the right-of-way but within its corporate limits except where participation by the State is specifically covered in a separate agreement between the City and the State.

ARTICLE V. TERMINATION

1. All obligations of the State to maintain and operate a State highway covered by this agreement shall terminate if and when such highway ceases to be designated as part of the State highway system.
2. Should either party fail to properly fulfill its obligations under this Agreement, the other party may terminate this agreement upon 30 days written notice.
3. Upon termination, all maintenance and operation duties on non-controlled access State highways shall revert to City responsibilities, except that the State shall retain all maintenance and operation responsibilities on controlled access State highways.

City of Brenham

State of Texas

Signature

TxDOT District Engineer

Name

Name

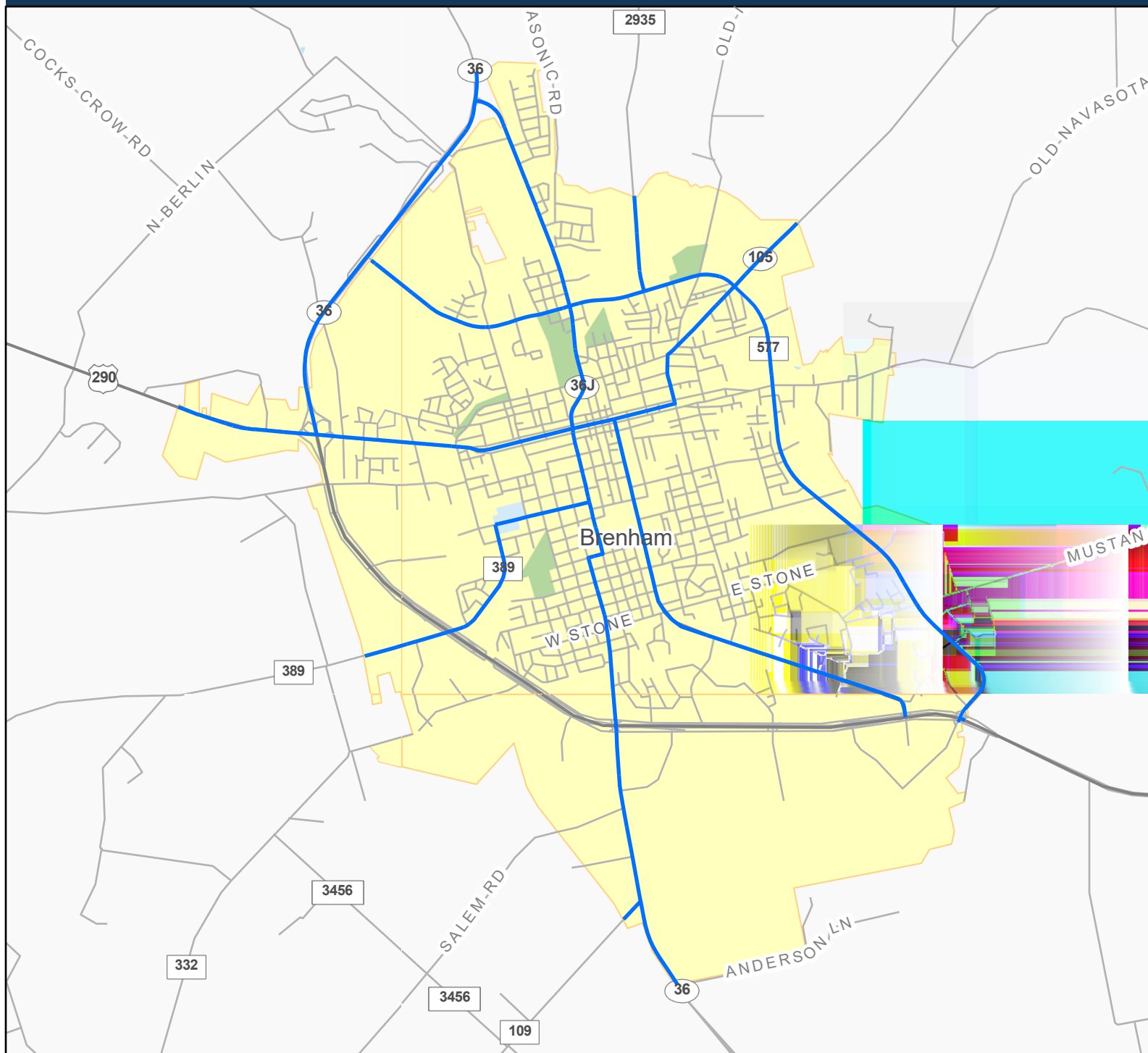
Title

Date

Date

Exhibit A - Brenham

2023

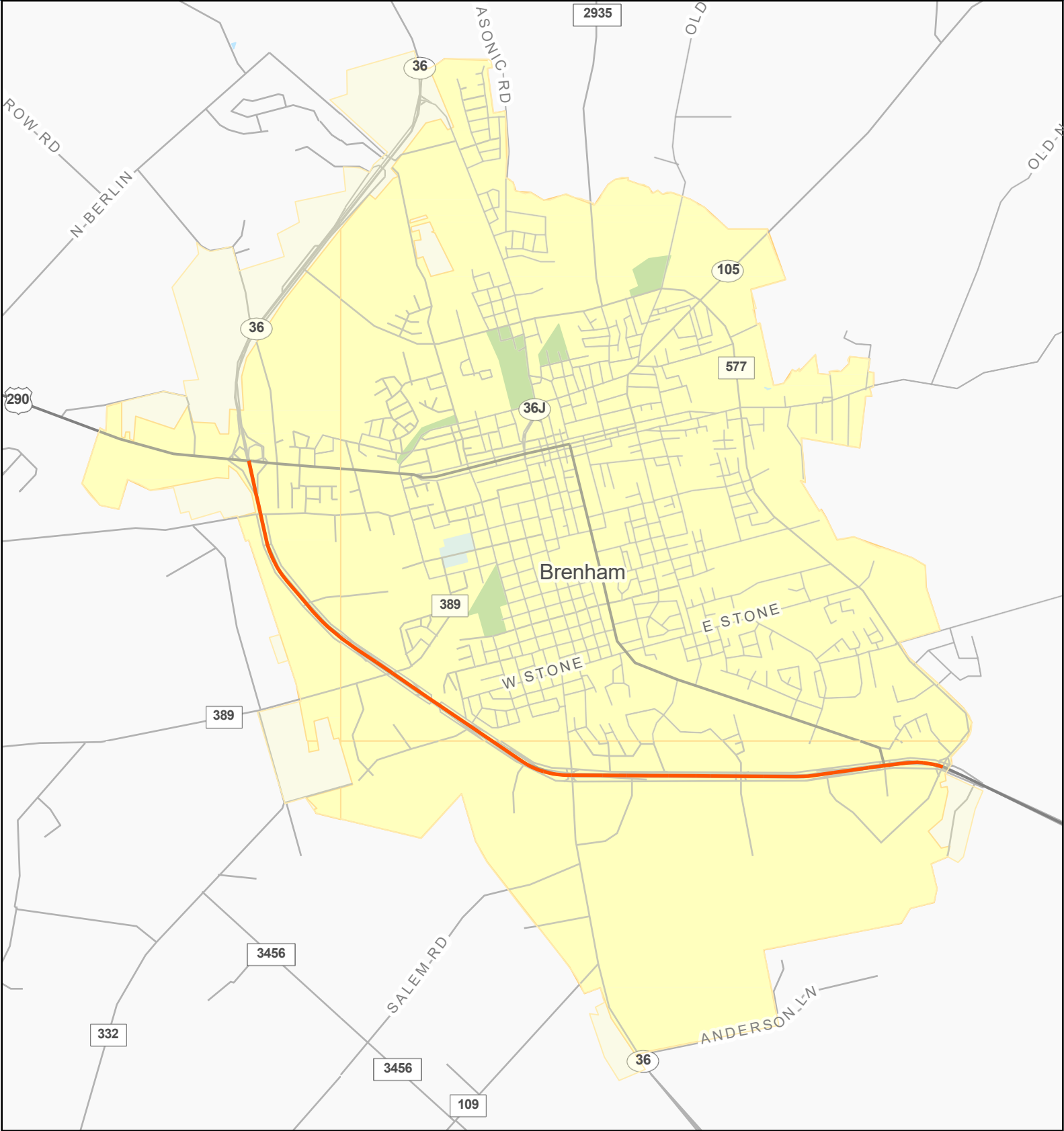


HWY	From	To
BS0036J	City limits	US 290
BU0290F	US 290	US 290 Cloverleaf
FM0109	SH 36	City limits
FM0389	City limits	BS 36 J
FM0577	SH 36	US 290
FM2935	City limits	FM 577

HWY	From	To
SH0036	US 290	City limits
SH0036	US 290 Cloverleaf/BU 290F	City limits
SH0105	City limits	BU 290 F
US0290	US 290 Cloverleaf	City limits
US0290	FM 577	City limits

Exhibit B - Brenham

2023



HWY	From	To
US0290	US 290 Cloverleaf	FM 577

Exhibit D-

City of Brenham-

<u>Location</u>	<u>ID</u>	<u>Mounting</u>	<u>No. of Lights</u>	<u>Longitude/Latitude</u>	
SH 105 & FM 577	01	Signal Light	1	30.178123	-96.384890
	02	Signal Light	1	30.178158	-96.384941
	03	Signal Light	1	30.178198	-96.384896
	04	Signal Light	1	30.178161	-96.384848
BUS 36 & FM 577	01	Signal Light	1	30.176442	-96.400396
	02	Signal Light	1	30.176488	-96.400197
	03	Signal Light	1	30.176591	-96.400231
	04	Signal Light	1	30.176548	-96.400434
SH 36 & FM 577	01	Signal Light	2	30.180508	-96.419250
	02	Signal Light	1	30.180459	-96.419433
SH 36 & BUS 36	01	Luminaire	1	30.193101	-96.408330
	02	Luminaire	1	30.193699	-96.408970
	03	Luminaire	1	30.194438	-96.408899
	04	Luminaire	1	30.195180	-96.408907
	05	Luminaire	1	30.195923	-96.409018
	06	Luminaire	1	30.192235	-96.409175
	07	Luminaire	1	30.192880	-96.409025
	08	Signal Light	1	30.193249	-96.409047
	09	Signal Light	1	30.193279	-96.409356
	10	Signal Light	1	30.193058	-96.409383
Bluebell & Brenham Elementary	01	Signal Light	1	30.176972	-96.414329
	02	Signal Light	1	30.177328	-96.414482
S Chapel Hill & US 290	01	Signal Light	1	30.142055	-96.381499
	02	Signal Light	1	30.142283	-96.381205
	03	Signal Light	1	30.142747	-96.381444
	04	Signal Light	1	30.142962	-96.381176

BUS 290 & SH 36 (west 290)	01	Luminaire	1	30.167857	-96.434867
	02	Luminaire	1	30.167623	-96.434049
	03	Luminaire	1	30.167386	-96.433243
	04	Luminaire	1	30.167167	-96.432427
	05	Luminaire	1	30.166938	-96.431616
	06	Luminaire	1	30.166786	-96.430781
	07	Luminaire	1	30.166702	-96.430011
	08	Luminaire	1	30.166639	-96.429160
	09	Luminaire	1	30.166586	-96.428100
	10	Luminaire	1	30.166513	-96.427316
	11	Luminaire	1	30.166442	-96.426466
	13	Luminaire	1	30.166398	-96.425716
	14	Luminaire	1	30.166332	-96.424745
	15	Luminaire	1	30.166232	-96.423568
	16	Luminaire	1	30.166124	-96.422384
	17	Luminaire	1	30.166399	-96.422753
	18	Luminaire	1	30.167216	-96.423521
	19	Luminaire	1	30.169459	-96.425024
	20	Luminaire	1	30.168642	-96.424853
	21	Luminaire	1	30.167114	-96.425115
	22	Luminaire	1	30.166803	-96.424377
	23	Luminaire	1	30.166803	-96.424377
BUS 290 & Blinn Blvd.	01	Signal Light	1	30.165094	-96.410957
	02	Signal Light	1	30.165076	-96.410735
US 290 @ Rail Road	01	Luminaire	1	30.147412	-96.407475
	02	Luminaire	1	30.148145	-96.407336
	03	Luminaire	1	30.145491	-96.404241
	04	Luminaire	1	30.145867	-96.403320
US 290 @ Rail Road	05	Luminaire	2	30.147684	-96.407199
	06	Luminaire	2	30.147327	-96.406598
	07	Luminaire	2	30.146974	-96.405993
	08	Luminaire	2	30.146619	-96.405393

US 290 & SH 36	01	Luminaire	2	30.143183	-96.399383
	02	Luminaire	2	30.142947	-96.398715
	03	Luminaire	2	30.142769	-96.398012
	04	Luminaire	2	30.142653	-96.397316
	05	Luminaire	2	30.142580	-96.394149
	07	Luminaire	2	30.142577	-96.393417
	08	Luminaire	2	30.142577	-96.392688
	09	Luminaire	2	30.142572	-96.391968
	10	Luminaire	2	30.142568	-96.391238
	12	Luminaire	1	30.145865	-96.403320
	13	Luminaire	1	30.145491	-96.404237
	14	Luminaire	1	30.143578	-96.400994
	15	Luminaire	1	30.143121	-96.400226
	16	Luminaire	1	30.142840	-96.399650
	17	Signal Light	2	30.142172	-96.395855
	18	Signal Light	1	30.141974	-96.396031
	19	Signal Light	2	30.142950	-96.396265
	20	Signal Light	1	30.143134	-96.396103
BUS 36 & Stone St.	01	Signal Light	1	30.150412	-96.396769
	02	Signal Light	1	30.150412	-96.396769
SH 36 & FM 109	01	Signal Light	1	30.128068	-96.393803
	02	Signal Light	1	30.128298	-96.393506
	03	Signal Light	1	30.128484	-96.393549
SH 36 & Living Center	01	Flashing Beacon	1	30.122651	-96.390961
	02	Flashing Beacon	1	30.122724	-96.391261
US 290 & BUS 290	01	Luminaire	1	30.142108	-96.376420
	02	Luminaire	1	30.143012	-96.374695
	03	Signal Light	1	30.143716	-96.369001
	04	Signal Light	1	30.143512	-96.369123
	05	Signal Light	1	30.142856	-96.369004
	06	Signal Light	1	30.143140	-96.368735
	07	Luminaire	2	30.143072	-96.370956
	08	Luminaire	2	30.143160	-96.370233
	09	Luminaire	2	30.143249	-96.369506
	10	Luminaire	2	30.143390	-96.368365

US 290 & FM 577	01	Luminaire	2	30.140470	-96.357153
	02	Luminaire	2	30.140735	-96.357813
	03	Luminaire	2	30.141002	-96.358457
	04	Luminaire	2	30.141272	-96.359170
	06	Luminaire	2	30.141505	-96.359737
	07	Luminaire	2	30.141786	-96.360391
	08	Signal Light	1	30.142860	-96.369002
	09	Signal Light	1	30.143132	-96.368713
	10	Signal Light	1	30.143509	-96.369123
	11	Signal Light	1	30.143699	-96.369000
FM 577 & Stone St.	01	Signal Light	1	30.156640	-96.370914
	02	Signal Light	1	30.156871	-96.371181
	03	Signal Light	1	30.156750	-96.371377
FM 577 & Tom Green St.	01	Signal Light	1	30.160924	-96.377258
	02	Signal Light	1	30.161165	-96.377186
BUS 290 & Tom Green St.	01	Signal Light	1	30.157327	-96.393301
	02	Signal Light	1	30.157456	-96.393560
BUS 290 & Alamo St.	01	Signal Light	1	30.167064	-96.396248
	02	Signal Light	1	30.167050	-96.396059
	03	Signal Light	1	30.167200	-96.396083
	04	Signal Light	1	30.167167	-96.396240
BUS 290 & Main St.	01	Signal Light	1	30.167657	-96.396382
	02	Signal Light	1	30.167681	-96.396240
	03	Signal Light	1	30.167878	-96.396287
	04	Signal Light	1	30.167760	-96.396346
FM 577 & Alamo St.	01	Signal Light	1	30.170114	-96.381111
	02	Signal Light	1	30.170005	-96.381109
	03	Signal Light	1	30.169975	-96.381448
	04	Signal Light	1	30.170085	-96.381463
SH 36 & Salem Rd	01	Flashing Beacon	1	30.135757	-96.395464
	02	Flashing Beacon	1	30.135871	-96.395128
	03	Flashing Beacon	1	30.13615	-96.395186
BUS 290 & S Chapel Hill	01	Signal Light	1	30.149138	-96.385250
	02	Signal Light	1	30.149081	-96.384995
	03	Signal Light	1	30.149345	-96.385035
	04	Signal Light	1	30.149428	-96.385306



City Council Regular Meeting **AGENDA ITEM 11**

Agenda Item: Discuss and Possibly Act Upon a Professional Services Agreement Between the City of Brenham and Strand Associates, Inc. Related to the Surface Water Treatment Plant (SWTP) Chlorine Room Upgrades (Project #63C-23C) and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: May 16, 2024

Department: Public Utilities

Staff Contact: Shawn Bolenbarr, Public Utilities Project Manager

SUMMARY STATEMENT:

The City of Brenham wishes to enter into a Professional Service Agreement with Strand Associates, Inc. for engineering services related to Project #63C-23C (Surface Water Treatment Plant (SWTP) Chlorine Room Upgrades). For and in consideration of the services rendered by Engineer pursuant to this Agreement, the City shall pay Strand Associates, Inc. for engineering services for the actual services performed under the Scope of Services, on the basis set forth in Attachment "A", Part B (Basis of Compensation and Reimbursable Expenses) of the Agreement, up to an amount not to exceed \$22,600.00.

Strand Associates, Inc. will provide engineering design services to prepare schematics and technical specifications for upgrades to the City's chlorine room at the Surface Water Treatment Plant. The City shall provide the front-end documents and perform the competitive bidding process. The City of Brenham will also perform project construction management during the construction portion of the project. Strand Associates, Inc will provide one site visit following construction to review the project for general conformance to the schematics and technical specifications. For further information on the scope of services, please see Attachment "A", Part A- Scope of Services. Please note that the construction portion of the project will be performed in FY24-25.

Staff respectfully asks Council to approve the Professional Services Agreement between the City of Brenham and Strand Associates, Inc. for the engineering services related to Project #63C-23C (Surface Water Treatment Plant (SWTP) Chlorine Room Upgrades) as set forth in Attachment "A" Part-B Basis of Compensation and Reimbursable Expenses of the Agreement, up to and amount not to exceed \$22,600.00.

ATTACHMENTS:

1. PSA SWTP Chlorine Room Upgrade

RECOMMENDATION:

Approve a Professional Services Agreement between the City of Brenham and Strand Associates, Inc. for engineering services related to the Surface Water Treatment Plant (SWTP) Chlorine Room Upgrades (Project #63C-23C) for an amount not to exceed \$22,600.00 and authorize the Mayor to execute any necessary documentation.

**PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
CITY OF BRENHAM
PROJECT NO. _____
SURFACE WATER TREATMENT PLANT (SWTP) CHLORINE ROOM UPGRADES**

THE STATE OF TEXAS §
 §
COUNTY OF WASHINGTON §

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

WITNESSETH:

WHEREAS, the City desires to upgrade the chlorine system at the SWTP, as further described in Part A of Attachment "A" (the "Project"); and

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

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

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

**SECTION I
SCOPE OF AGREEMENT**

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

**SECTION II
CHARACTER AND EXTENT OF SERVICES**

Engineer shall do all things necessary to render the engineering services and perform the Scope of Services with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or

similar circumstances and professional license. It is expressly understood and agreed that Engineer is an Independent Contractor in the performance of the services agreed to herein. It is further understood and agreed that Engineer shall not have the authority to obligate or bind the City, or make representations or commitments on behalf of the City or its officers or employees without the express prior written approval of the City. The City shall be under no obligation to pay for services rendered not identified in Attachment "A" without prior written authorization from the City.

SECTION III OWNERSHIP OF WORK PRODUCT

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

SECTION IV TIME FOR PERFORMANCE

The time for performance of the Scope of Services will begin upon execution of this Agreement, which is anticipated the week of April 15, 2024. Services are scheduled for completion on March 1, 2025. Upon written request of Engineer, the City Manager may grant time extensions to the extent of any delays caused by the City or other agencies with which the services must be coordinated and over which Engineer has no control.

SECTION V COMPLIANCE AND STANDARDS

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

SECTION VI INDEMNIFICATION

To the fullest extent permitted by Texas Local Government Code Section 271.904, Engineer shall and does hereby agree to indemnify, hold harmless and defend the City, its officers, agents, and employees against liability for damage caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to

pay a subcontractor or supplier committed by the Engineer, the Engineer's agent, consultant under contract, or another entity over which the Engineer exercises control.

SECTION VII ENGINEER'S COMPENSATION

For and in consideration of the services rendered by Engineer pursuant to this Agreement, the City shall pay Engineer only for the actual services performed under the Scope of Services, on the basis set forth in Attachment "A," up to an amount not to exceed \$22,600, as identified in Attachment "A."

SECTION VIII TERMINATION

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

SECTION IX ADDRESSES, NOTICES AND COMMUNICATIONS

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

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

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

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

SECTION X LIMIT OF APPROPRIATION

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

SECTION XI SUCCESSORS AND ASSIGNS

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

SECTION XII MODIFICATIONS

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

SECTION XIII ADDITIONAL SERVICES OF ENGINEER

If authorized in writing by the City Manager, Engineer shall furnish, or obtain from others, Additional Services that may be required because of significant changes in the scope, extent or character of the portions of the Project designed or specified by the Engineer, as defined in Attachment "A." These Additional Services, plus reimbursable expenses, will be paid for by the City on the basis set forth in Attachment "A," up to the amount authorized in writing by the City.

SECTION XIV CONFLICTS OF INTEREST

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

SECTION XV PAYMENT TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

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

SECTION XVI INSURANCE

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

SECTION XVII MISCELLANEOUS PROVISIONS

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

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

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

D. Engineer further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed in that manner in the United States.

ATTACHMENT "A"

PART A—SCOPE OF SERVICES

CITY OF BRENHAM
PROJECT NO. _____
SURFACE WATER TREATMENT PLANT (SWTP) CHLORINE ROOM UPGRADES

Description of Project

This Project consists of engineering design services to prepare schematics and technical specifications for upgrades to the City's chlorine room at the SWTP. The City shall provide the front end documents and the bidding and construction phase services. Engineer will provide one site visit following construction to review the project for general conformance to the schematics and technical specifications.

A. Engineering Design

1. Visit the site to take measurements and observe the existing system relative to the existing schematic for the chlorine system.
2. Update existing chlorine system schematic as needed.
3. Prepare new chlorine system schematic and technical specifications.
4. Attend one meeting with the City to review the chlorine room upgrades schematic and technical specifications.
5. Make revisions as necessary based on the City's comments and submit final chlorine schematic and technical specifications to the City for bidding purposes.

B. Construction-Related Services

Provide one site visit following construction of the new chlorine system to observe the completed project for general conformance to the schematic and technical specifications; but Engineer will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.

C. Services Not Provided

1. Hazmat soil testing/evaluation.
2. Wetland delineation.
3. Flood studies.
4. Archeological.
5. Land/easement procurement.
6. Design revisions after approval.
7. Services related to buried waste and contamination.
8. Bidding services (City shall provide).
9. Construction staking.
10. Geotechnical services for design and construction materials testing.
11. Resident project representative for observation of construction (City shall provide).

PART B–BASIS OF COMPENSATION AND REIMBURSABLE EXPENSES

CITY OF BRENHAM

PROJECT NO. _____

SURFACE WATER TREATMENT PLANT (SWTP) CHLORINE ROOM UPGRADES

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

City shall compensate Engineer for all of the scope items described in Part A on a lump sum basis, not to exceed the amounts shown below.

Services	Fee
Engineering Design	\$22,000
Construction-Related Services	\$ 600
Total	\$22,600

ATTACHMENT "B"

INSURANCE

CITY OF BRENHAM

PROJECT NO. _____

SURFACE WATER TREATMENT PLANT (SWTP) CHLORINE ROOM UPGRADES



City Council Regular Meeting **AGENDA ITEM 12**

Agenda Item: Discuss and Possibly Act Upon a Professional Services Agreement Between the City of Brenham and Strand Associates, Inc. Related to the 2024 Industrial Boulevard Pumping Station Replacement (Project No. 66C-15C) and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: May 16, 2024

Department: Public Utilities

Staff Contact: Shawn Bolenbarr, Public Utilities Project Manager

SUMMARY STATEMENT:

The City of Brenham wishes to enter into a Professional Service Agreement with Strand Associates, Inc. for engineering services related to Project No.66C-15C (2024 Industrial Boulevard Pumping Station Replacement).

For and in consideration of the services rendered by Engineer pursuant to this Agreement, the City shall pay Strand Associates, Inc. for engineering services for the actual services performed under the Scope of Services, on the basis set forth in Attachment "A", Part B (Basis of Compensation and Reimbursable Expenses) of the Agreement, up to an amount not to exceed \$70,000.00. The scope of work listed in this agreement is to provide design, bidding-related, and construction-related services for the replacement of the Industrial Boulevard Pumping Station. These services are further explained in detail in Attachment "A", Part A (Scope of Services).

Please note that this project was a part of the 2022 Sanitary Sewer Improvement Projects, which was bid out as an alternate bid. Based on the bids received, it was determined that there were insufficient funds to include the Industrial Boulevard Pumping Station Project. Although the construction portion of the project was not able to be completed, the design work was completed and paid for with 2022 bond proceeds. Due to the inability to proceed with the project, the funding for this project was included in the FY 23-24 budget, with plans to use 2024 bond proceeds for funding this project.

As noted in the Professional Services Agreement, there are additional design services added to the scope of services that amount to an increase of \$15,000.00. This design work will consist of redesigning the wet well to make it larger and reconfiguring the above ground piping and the wet well piping. The change to the plans will redesign the pumping station from a duplex pumping station with a pumping capacity of 620 GPM to a triplex pumping station with future pumping capabilities of 875 GPM when a third pump is added

in a future project. Per the future growth projections the City received during the Impact Fee Study, Public Utilities Personnel recommend this change to the design to account for future growth and development, and to avoid costly upgrades in the future.

Staff respectfully asks Council to approve the Professional Services Agreement between the City of Brenham and Strand Associates, Inc. for the engineering services related to Project No.66C-15C (2024 Industrial Boulevard Pumping Station Replacement) as set forth in Attachment “A” Part B (Basis of Compensation and Reimbursable Expenses) of the Agreement, up to and amount not to exceed \$70,000.00.

ATTACHMENTS:

1. PSA 2024 Industrial Boulevard Pumping Station Replacement

RECOMMENDATION:

Approve a Professional Services Agreement between the City of Brenham and Strand Associates, Inc. for engineering services related to 2024 Industrial Boulevard Lift Station Replacement (Project No. 66C-15C) for an amount not to exceed \$70,000.00 and authorize the Mayor to execute any necessary documentation.

**PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
CITY OF BRENHAM
PROJECT NO. _____
PROJECT NAME/TITLE: 2024 INDUSTRIAL BOULEVARD PUMPING STATION
REPLACEMENT**

**THE STATE OF TEXAS §
 §
COUNTY OF WASHINGTON §**

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

WITNESSETH:

WHEREAS, the City desires to increase the capacity of the Industrial Boulevard pumping station, as further described in Part A of Attachment "A" (the "Project"); and

WHEREAS, the services of a professional engineering firm are necessary to provide design, bidding-, and construction-related services, and

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

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

**SECTION I
SCOPE OF AGREEMENT**

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

**SECTION II
CHARACTER AND EXTENT OF SERVICES**

Engineer shall do all things necessary to render the engineering services and perform the Scope of Services with the professional skill and care ordinarily provided by

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

SECTION III OWNERSHIP OF WORK PRODUCT

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

SECTION IV TIME FOR PERFORMANCE

The time for performance of the Scope of Services is by July 18, 2025, beginning from the execution date of this Agreement, which is anticipated the week of April 29, 2024. Upon written request of Engineer, the City Manager may grant time extensions to the extent of any delays caused by the City or other agencies with which the services must be coordinated and over which Engineer has no control.

SECTION V COMPLIANCE AND STANDARDS

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

SECTION VI INDEMNIFICATION

To the fullest extent permitted by Texas Local Government Code Section 271.904, Engineer shall and does hereby agree to indemnify, hold harmless and defend the City, its officers, agents, and employees against liability for damage caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to

pay a subcontractor or supplier committed by the Engineer, the Engineer's agent, consultant under contract, or another entity over which the Engineer exercises control.

SECTION VII ENGINEER'S COMPENSATION

For and in consideration of the services rendered by Engineer pursuant to this Agreement, the City shall pay Engineer only for the actual services performed under the Scope of Services, on the basis set forth in Attachment "A," up to an amount not to exceed \$70,000, as identified in Attachment "A."

SECTION VIII TERMINATION

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

SECTION IX ADDRESSES, NOTICES AND COMMUNICATIONS

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

Strand Associates, Inc.®
1906 Niebuhr Street
Brenham, TX 77833
Attn: Ryan D. Tinsley, P.E., ENV SP

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

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

SECTION X LIMIT OF APPROPRIATION

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

SECTION XI SUCCESSORS AND ASSIGNS

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

SECTION XII MODIFICATIONS

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

SECTION XIII ADDITIONAL SERVICES OF ENGINEER

If authorized in writing by the City Manager, Engineer shall furnish, or obtain from others, Additional Services that may be required because of significant changes in the scope, extent or character of the portions of the Project designed or specified by the Engineer, as defined in Attachment "A." These Additional Services, plus reimbursable expenses, will be paid for by the City on the basis set forth in Attachment "A," up to the amount authorized in writing by the City.

SECTION XIV CONFLICTS OF INTEREST

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

SECTION XV PAYMENT TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

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

SECTION XVI INSURANCE

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

SECTION XVII MISCELLANEOUS PROVISIONS

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

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

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

D. Engineer further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed in that manner in the United States.

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

EXECUTED on this _____ day of _____, 20____.

ENGINEER:

STRAND ASSOCIATES, INC.[®]

 4/18/24
Joseph M. Bunker Date
Corporate Secretary

ATTEST:

CITY OF BRENHAM, TEXAS

Jeana Bellinger Date
City Secretary

Atwood C. Kenjura Date
Mayor

ATTACHMENT "A"

PART A–SCOPE OF SERVICES

CITY OF BRENHAM

PROJECT NO. _____

**PROJECT NAME/TITLE: 2024 INDUSTRIAL BOULEVARD PUMPING STATION
REPLACEMENT**

Description of Project

The Scope of Services is to provide design, bidding-related, and construction-related services for the Industrial Boulevard pumping station replacement.

The Industrial Boulevard pumping station replacement includes the design of a 620 gallons per minute (gpm) duplex lift station expandable to a future 875 gpm triplex lift station when a third pump is installed with electrical controls, supervisory control and data acquisition (SCADA) integration, a quick connect for a portable emergency generator, and approximately 100 linear feet of gravity sanitary sewer and force main replacements. A previous design for the Industrial Boulevard pumping station replacement was performed by Engineer and bid, but not awarded, as part of the City's 2022 Sanitary Sewer Improvements project.

A. Design Services

1. Prepare and submit one set of drawings with the redesigned lift station (including title sheet, index sheet, plan and profile sheets, where applicable, and standard detail sheets) in accordance with City standards, technical specifications, bid form, and opinion of probable construction cost to review with City.
2. Prepare Bidding Documents using Engineers Joint Contract Documents Committee C-700 Standard General Conditions of the Construction Contract, 2013 edition, technical specifications, and engineering drawings.
3. Review preliminary regulatory permit requirements for Texas Commission of Environmental Quality (TCEQ) and meet with City to review. Prepare TCEQ applications and assist with obtaining the permits.

B. Bidding-Related Services

1. Distribute Bidding Documents through CivCast and submit Advertisement to Bid to City for publishing.

2. Attend prebid meeting, prepare addenda, and answer questions during bidding.
3. Attend bid opening, tabulate and analyze bid results, and assist City in the award of the Construction Contract.
4. Prepare up to two sets of Contract Documents for signature.

C. Construction-Related Services

1. Provide contract administration services, including attendance at preconstruction conferences, review of contractor's shop drawings submittals, review of the contractor's periodic pay requests, attendance at construction progress meetings, periodic site visits, and participation in project closeout. Services are based on a 270-day construction schedule.
2. Perform one iteration of construction staking. Additional iterations of construction staking will be considered additional services.
3. Provide resident project representative for up to 100 hours of part-time observation of construction. In furnishing observation services, Engineer's efforts will be directed toward determining for City that the completed project will, in general, conform to the Contract Documents, but Engineer will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, producers, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents. Services are based on a 270-day construction schedule.
4. Provide record drawings in electronic format from information compiled from the contractor's records. Engineer is providing drafting services only for record drawings based on the records presented to Engineer by contractor and City. Engineer will not be liable for the accuracy of the record drawing information provided by contractor and City.

PART B--BASIS OF COMPENSATION AND REIMBURSABLE EXPENSES

CITY OF BRENHAM

PROJECT NO. _____

PROJECT NAME/TITLE: 2024 INDUSTRIAL BOULEVARD PUMPING STATION
REPLACEMENT

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

City shall compensate Engineer on a lump sum basis, not to exceed \$70,000.

<u>Services</u>	<u>Compensation</u>
Design Services	\$15,000
Bidding-Related Services	\$10,000
Construction-Related Services	<u>\$45,000</u>
Total	<u>\$70,000</u>

ATTACHMENT "B"

INSURANCE

CITY OF BRENHAM

PROJECT NO. _____

**PROJECT NAME/TITLE: 2024 INDUSTRIAL BOULEVARD PUMPING STATION
REPLACEMENT**



City Council Regular Meeting **AGENDA ITEM 13**

Agenda Item: Discuss and Possibly Act Upon Award of RFP No. 24-001 Related to Gas Main Line Pressure Test (Project No. 62C-81C) and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: May 16, 2024

Department: Public Utilities

Staff Contact: Shawn Bolenbarr, Public Utilities Project Manager

SUMMARY STATEMENT:

On April 17, 2024 the City of Brenham opened proposals for Project #62C-81C (Gas Main Line Pressure Test). This project consists of removing six service taps, two valves, and pressure testing approximately 5,000 ft of 4" steel gas main at 750 psi.

The City received a total of 3 bids with Miller Bros. submitting the lowest proposal of \$44,813.00 to perform and complete all tasks listed in "Attachment A" of the Project Manual. Miller Bros. was determined to be qualified through Energy World Net for all OQ qualifications that are specified in Section 33-52-26 of the Project Manual.

This pressure test will place this section of pipe in compliance with Title 49, Subtitle B, Chapter 1, Subchapter D, Part 192.507 of the Code of Federal Regulations. The City of Brenham Gas Department budgeted \$83,000.00, awarding this project to Miller Bros. will net the City a cost savings of \$38,187.00.

ATTACHMENTS:

1. Final Bid Tabulation for Project # 62C-81C (Gas Main Line Pressure Test)

RECOMMENDATION:

Approve the award of RFP No. 24-001 related to Gas Main Line Pressure Test (Project No. 62C-81C) to Wampole-Miller Inc. dba Miller Bros in the amount of \$44,813.00 and authorize the Mayor to execute any necessary documentation.



BID TABULATION FORM

BID OPENING DATE:

Wednesday, April 17, 2024

BID OPENING TIME:

3:00PM

BID NAME/NO:

ITB 24-001 GAS MAIN LINE PRESSURE TEST

WITNESSED BY:

Kyle Branham, Shawn Bolenbarr, Ande Bostain, Chad Brooks, Mike Swaim

ITEM	BIDDERS		
	Tracker Energy Services Inc.	LDC, LLC	Miller Bros
Lump Sum Price	\$86,410.00	\$62,700.00	\$44,813.00
Alt. Price	N/A	N/A	N/A
Addenda acknowledgment	X	X	X
Proposal/Bid Bond	X	X	X

ITEM	BIDDERS		
Lump Sum Price			
Alt. Price			
Addenda acknowledgment			
Proposal/Bid Bond			



City Council Regular Meeting **AGENDA ITEM 14**

Agenda Item: Discuss and Possibly Act Upon Award of Bid No. 24-003 for Mowing, Maintenance, and Clean-up Services for Various City Buildings, Public Properties, and Parking Lot Areas and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: May 16, 2024

Department: Purchasing

Staff Contact: Kyle Branham, Purchasing/Public Works Project Manager

SUMMARY STATEMENT:

On April 25, 2024, The Purchasing Department opened bids for annual mowing, shredding, and cleanup services that are performed throughout various City locations. There were 2 (two) bids received from Gene's Services and Green World Care.

To help consolidate services provided to the city, this bid was grouped with Brenham Community Development Corporation's and Southwest Industrial Park right of way mowing and maintenance shredding areas, along with the Brenham Municipal Airport mowing and shredding areas. The bids includes twenty-two (22) different locations around the city that consist of open park property, medians, alley/easements, parking lot areas, vacant city-owned lots and municipal facilities. BBC and SWIP are approximately 14.44 acres of shredding and approximately 12 acres of fine mowing and the Brenham Municipal Airport has approximately 17 acres of fine mowing and 82 acres of shredding. The contract will also provide mowing and cleanup services for private properties within the City limits in violation of City Code.

Gene's Services submitted the lowest bid of the two and staff feels very comfortable awarding the bid to Gene's Services as he has been the current vendor for maintenance mowing for the past 11 years. Gene and his staff do a great job letting city staff know of any issues that need attention, and they have always provided the city with high-quality work. They also work well with the City on any additions or deletions of areas as they come up.

City staff is recommending that council award the mowing, shredding, and cleanup services contract to Gene's services in the amounts shown on the bid tabulation. The total cost expected annually based off the estimated quantities of all mowing/shredding cycles is \$158,096.90. The term of the contract is for three (3) years with the option to renew for two (2) one (1) year annual renewals if both parties agree.

ATTACHMENTS:

1. Bid Tabulation
2. Mowing Locations
3. Maps of Mowing Locations

RECOMMENDATION:

Award Bid No. 24-003 related to the mowing, maintenance, and clean-up services for various City buildings, public properties, and parking lot areas, to Gene's Services, in the amount of \$158,096.90, for a period of three (3) years with the option to renew for an additional two (2) years if both parties agree to the terms, and authorize the Mayor to execute any necessary documentation.



Mowing, Shredding, & Cleanup Services

24-003 Bid Tabulation

Thursday, May 2, 2024 @ 2PM

BIDDERS	Green World Care	Genes Services	<i>Current Rate</i>
Mowing Services Locations 1-18 & 21-22	\$111,017.00	\$79,448.50	<i>\$55,291.00</i>
Landscape and Re-mulch Locations 19-20b	\$6,000.00	\$6,250.00	<i>\$2,895.00</i>
Brenham Business Center and Southwest Industrial Park	\$26,125.00	\$30,120.00	<i>20,920.00</i>
Brenham Municipal Airport	\$28,621.00	\$42,278.40	<i>42,278.40</i>
Grand Total	\$171,763	\$158,096.90	<i>\$121,384.40</i>
Code Violation Properties (As needed)	\$420.00	\$400.00	<i>\$296.00</i>

MOWING SERVICES LOCATIONS

Unit Price shall be per mow/maintenance cycle. Quantities are approximate.

No.	Location/Description	Qty.
1.	Becker Dr. & Stonehollow - Median	32
2.	1800 Blk of Longwood Dr. – Median	32
3.	1800 Longwood Dr. – Police Bldg. Yard	32
3a.	1800 Longwood Dr.- Jasmine Bed April-October Trim Edges on Curb once per month. Lower height to 6”-8” every other month	7
4.	Hwy 290 & FM 389-290 Right-of-Way Landscape Area	12
5.	S. Market St & E. Stone St –Median	32
6.	1710 E. Tom Green – Boys & Girls Club Yard	32
7.	1800 E. Tom Green – Blue Bell Aquatic Center Yard	32
8.	W. Main & MLK Pkwy - Median	32
9.	MLK Pkwy/W. Jefferson Medial	32
10.	900 E. Alamo St – Jerry Wilson Park	32
11.	Main & E. Alamo - Median	32
12.	1804 Longwood Dr. Brenham Animal Shelter	32
13.	1308 Old Independence Rd – Linda Anderson Park (exclude ball fields)	32
14.	404 N. Chappell Hill St. - Vacant Lot	32
15.	101 N. Chappell Hill St. – Fire Dept. Yard	32
16.	200 Blk of W. Vulcan (Vulcan & Baylor) Parking Lot Area	32
17.	W. Main & Alamo -Median	32
17a.	100 St. Joseph & 1000 Main View	32
17b.	900 W. Alamo & 200 Heights Circle	32
17c.	W. Main & E. Alamo (2 Medians)	32
18.	700 MLK Pkwy – Hattie May Flower Park	32
21.	1800 E. Tom Green – Jackson St. Park	32
22.	Prairie Lea	12

LANDSCAPE & RE-MULCH LOCATIONS

Unit Price shall be per mow/maintenance cycle. Quantities are approximate.

No.	Location/Description	Qty
19-20	100 MLK Pkwy – Library and Serenity Park	
19a – 20a	Landscape Services	22
19b – 20b	Re-mulch	2

BRENHAM BUSINESS CENTER AND SOUTHWEST INDUSTRIAL PARK

Unit Price shall be per mow/maintenance cycle. Quantities are approximate.

No.	Location/Description	Qty
BBC/SWIP Mowing	Mow and maintain land area as specified	32
BBC SWIP Shredding	Shred and maintain land area as specified	8

BRENHAM MUNICIPAL AIRPORT

Unit Price shall be per mow/maintenance cycle. Quantities are approximate.

No.	Location/Description	Qty
Airport Mowing	Mow and maintain land area as specified	32

*Alternate: Shredding services at the Brenham Municipal Airport may also be performed in house by City Staff.

CODE VIOLATION PROPERTIES

Frequency of services is dependent on many factors and cannot be estimated.

Qty	Unit	Service Description
1	Lot	Mowing, trimming/weed eating of standard vacant residential lot, priced on a per lot basis. Includes mowing, trimming/weed eating of alley or easement to midline of said alley or easement.
1	Lot	Same as above, except with a house on the standard lot, priced on a per lot basis. Includes mowing, trimming/weed eating of alley or easement to the midline of said alley or easement.
1	Acre	Mowing, trimming of property in excess of one (1) acre (42,560 sq. ft.0, priced per acre.
1	Alley/ Easement	Mowing, trimming/week eating of ally or easement to the midline of said alley or easement.
1	Load	Hauling of trash, debris and rubbish, priced per load (6' x 16' x 4' utility trailer) and to include: vehicle, machinery and disposal cost. Dumping fee at landfill requires submission of ticket for reimbursement.
1	Hour	Cutting of overhanging tree limbs, bushes, or any other vegetation that is considered an encroachment. Priced on per worker per hour basis.
1	Hour	Repair of residential/commercial fences. Priced per hour for two (2) workers.
1	Hour	Removal of residential fences. Priced per worker per hour.
1	Hour	Abatement or treatment (with a mosquito larvicide) of stagnant water. Priced per worker per hour.
1	Hour	Covering of open wells or cisterns in a secure manner, or the filling of open wells or cisterns with earth or other appropriate mater to the ground surface level. Priced per worker per hour.



1 inch = 40 feet



1. Becker Dr & Stone Hollow Dr



Contract Mowing

EXHIBIT B





2. Longwood Dr Median

1 inch = 40 feet



Contract Mowing

EXHIBIT B





1 inch = 57 feet



3. Police Department

 Contract Mowing

EXHIBIT B





3A. Police Department Jasmine Garden

1 inch = 25 feet



 Contract Mowing





4. 290 Landscape Median

1 inch = 208 feet



 Contract Mowing

EXHIBIT B





5. S Market St & E Stone St Median

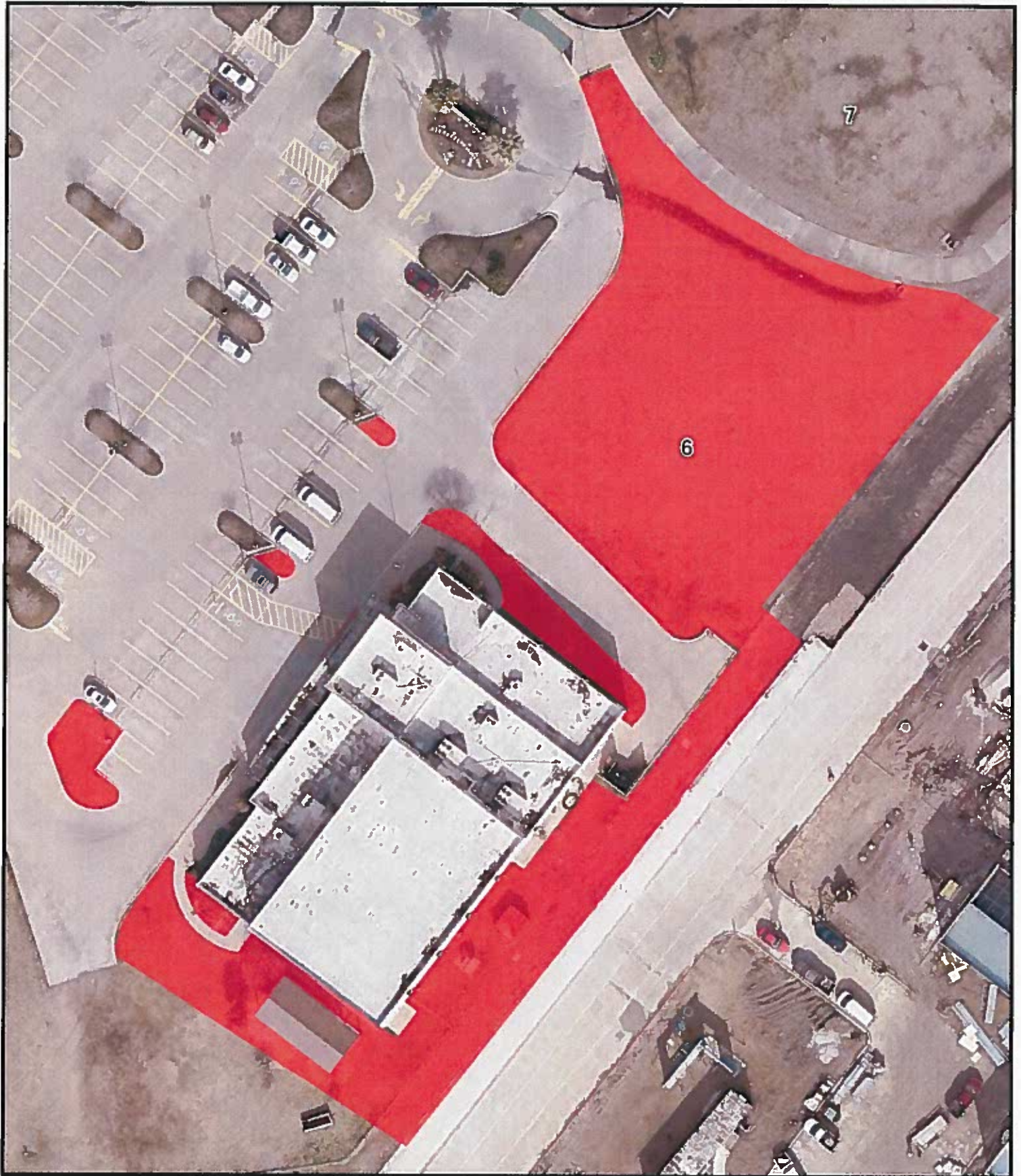
1 inch = 40 feet



Contract Mowing

EXHIBIT B





6. Boy's & Girl's Club

1 inch = 52 feet



BOY'S & GIRL'S CLUB

EXHIBIT B





7. Blue Bell Aquatic Center

1 inch = 107 feet



 AQUATIC CENTER

EXHIBIT B





7A. Aquatic Center Jasmine

1 inch = 50 feet



 Aquatic Center Medians



7B. Aquatic Center Palm Trees

1 inch = 50 feet

 Palm Trees



8. W Main St & MLK Pkwy Median

1 inch = 24 feet



 W MAIN & MLK MEDIAN

EXHIBIT B





9. MLK Pkwy Median

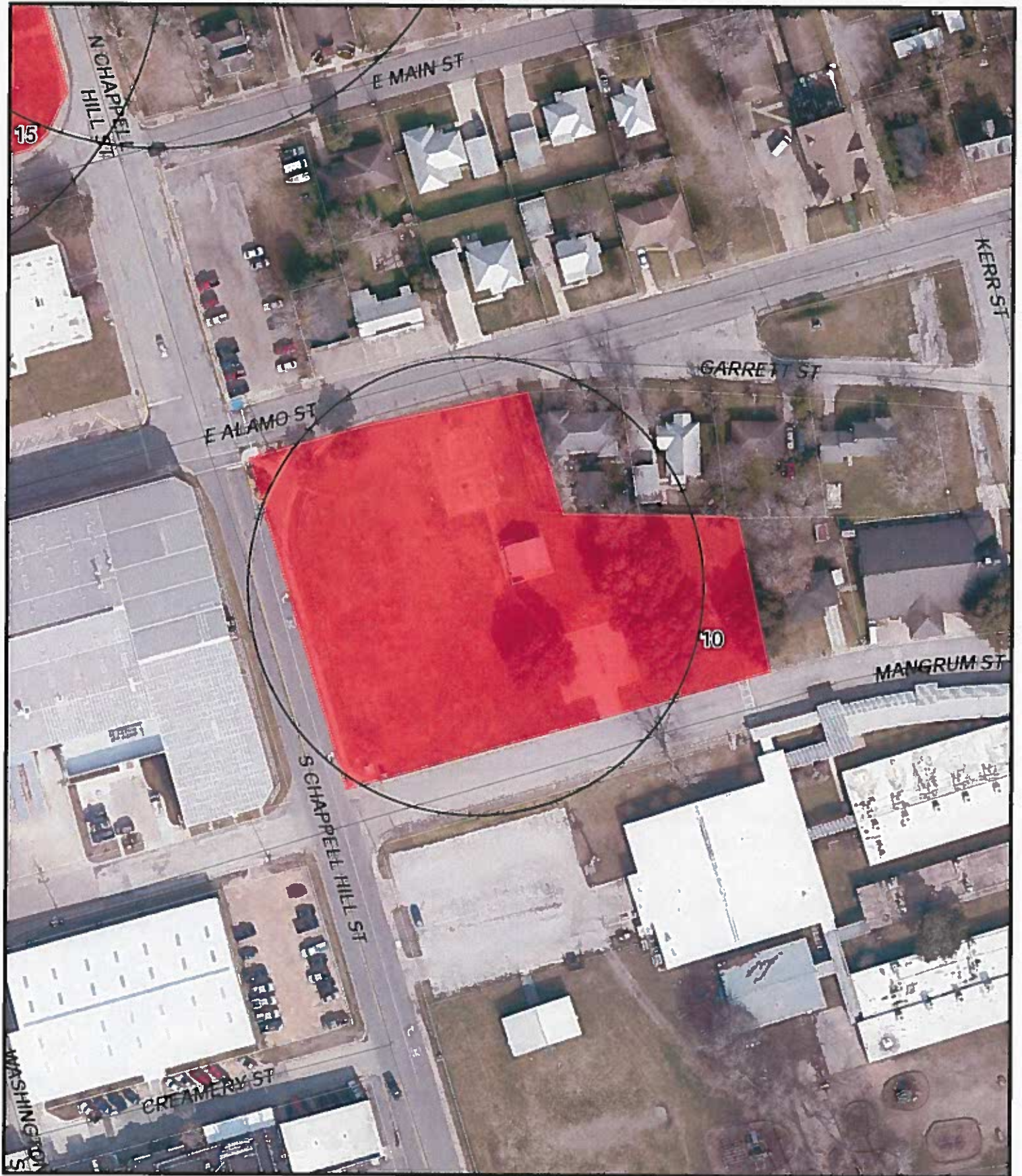
1 inch = 50 feet



 MLK PKWY MEDIAN

EXHIBIT B





10. Jerry Wilson Park

1 inch = 100 feet



Contract Mowing

EXHIBIT B



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11.E Main St & E Alamo St Median

1 inch = 100 feet



Contract Mowing

EXHIBIT B





1 inch = 59 feet



12. Animal Shelter

Contract Mowing

EXHIBIT B





13. Linda Anderson Park

1 inch = 200 feet



 LINDA ANDERSON PARK

EXHIBIT B





1 inch = 40 feet



14. 404 N Chappell Hill St (Vacant Lot)

Contract Mowing

EXHIBIT B





1 inch = 100 feet

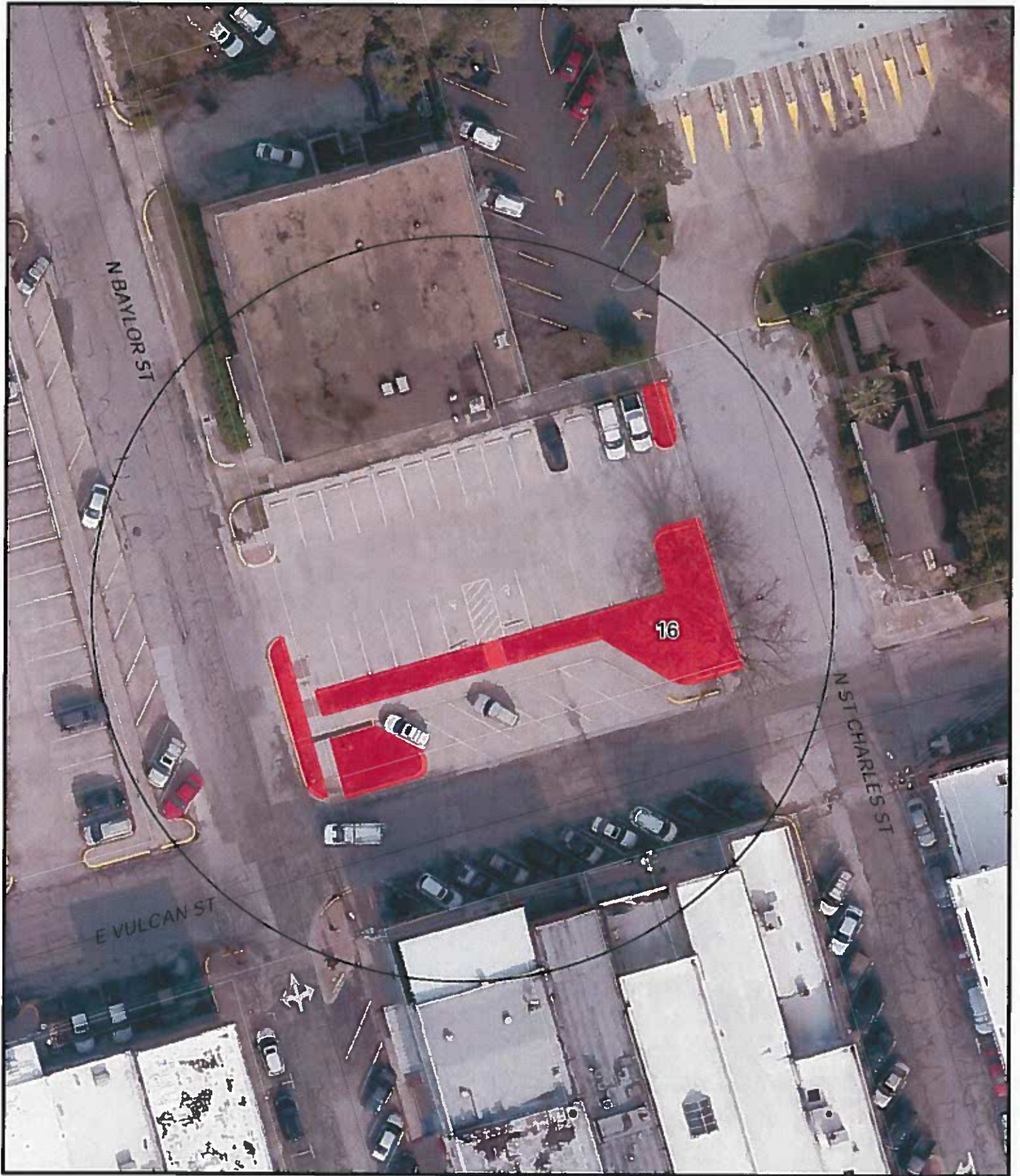


15. Brenham Fire Department

 Contract Mowing

EXHIBIT B





16. 200 Block of W Vulcan St (Vacant Lot)

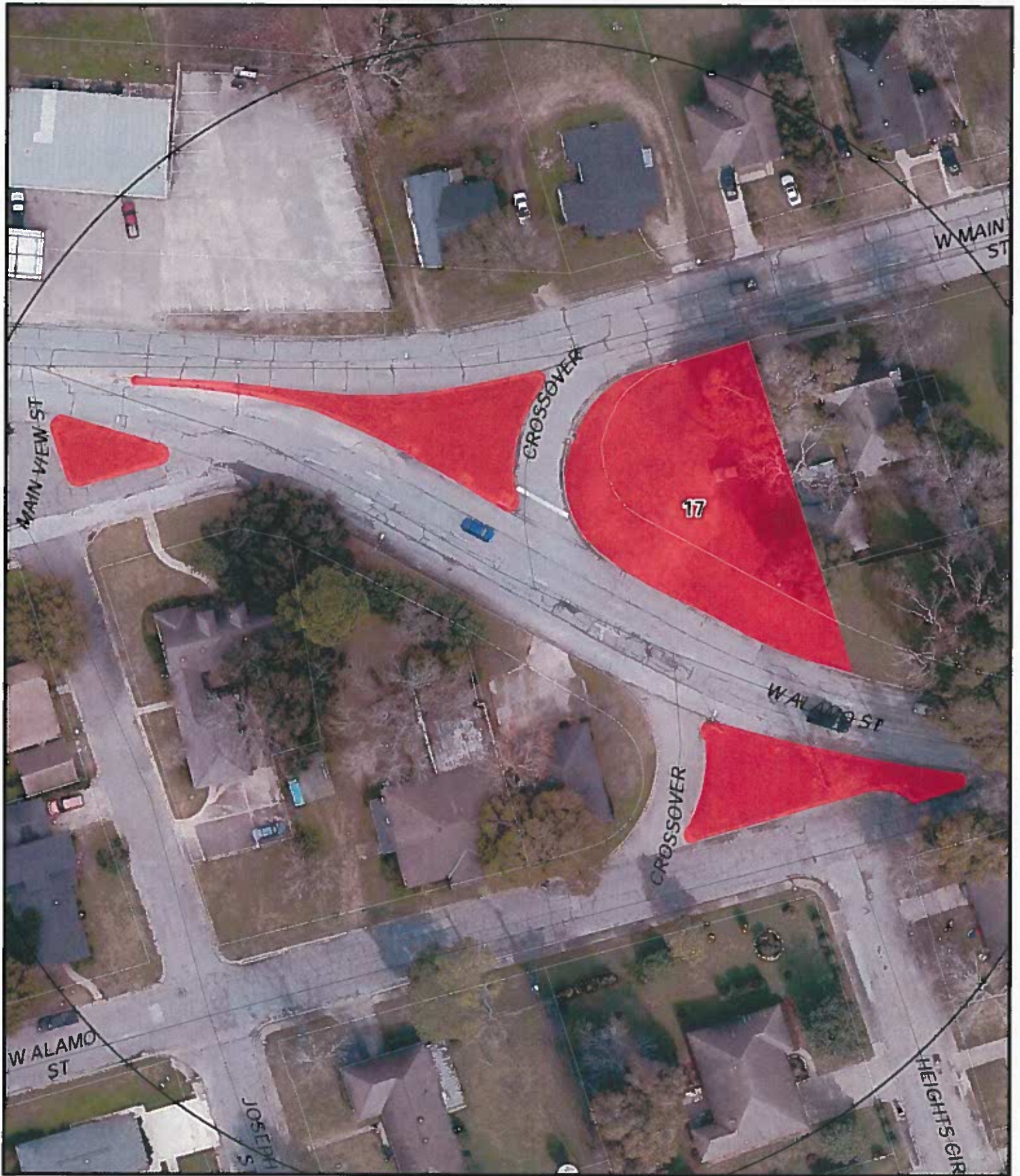
1 inch = 40 feet



Contract Mowing

EXHIBIT B





17. W Main St & W Alamo St Medians

1 inch = 59 feet



Contract Mowing

EXHIBIT B



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18. Hattie Mae Flowers Park

1 inch = 259 feet



 HATTIE MAE FLOWERS PARK

EXHIBIT B





19. Serenity Park - 20. Library

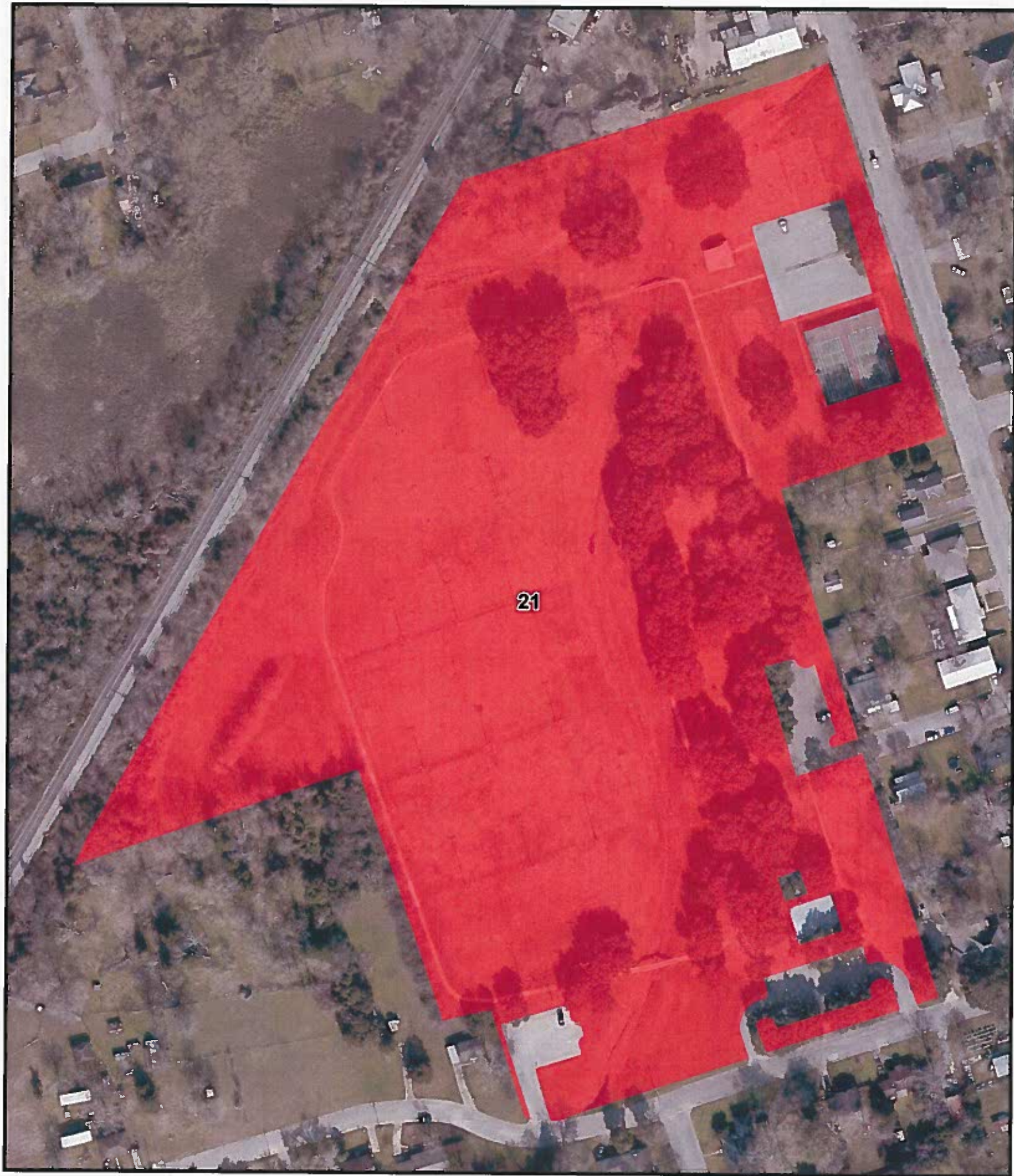
1 inch = 48 feet



 Contract Mowing

EXHIBIT B





21. Jackson Street Park 20.89 ac

1 inch = 165 feet



 Contract Mowing

EXHIBIT B





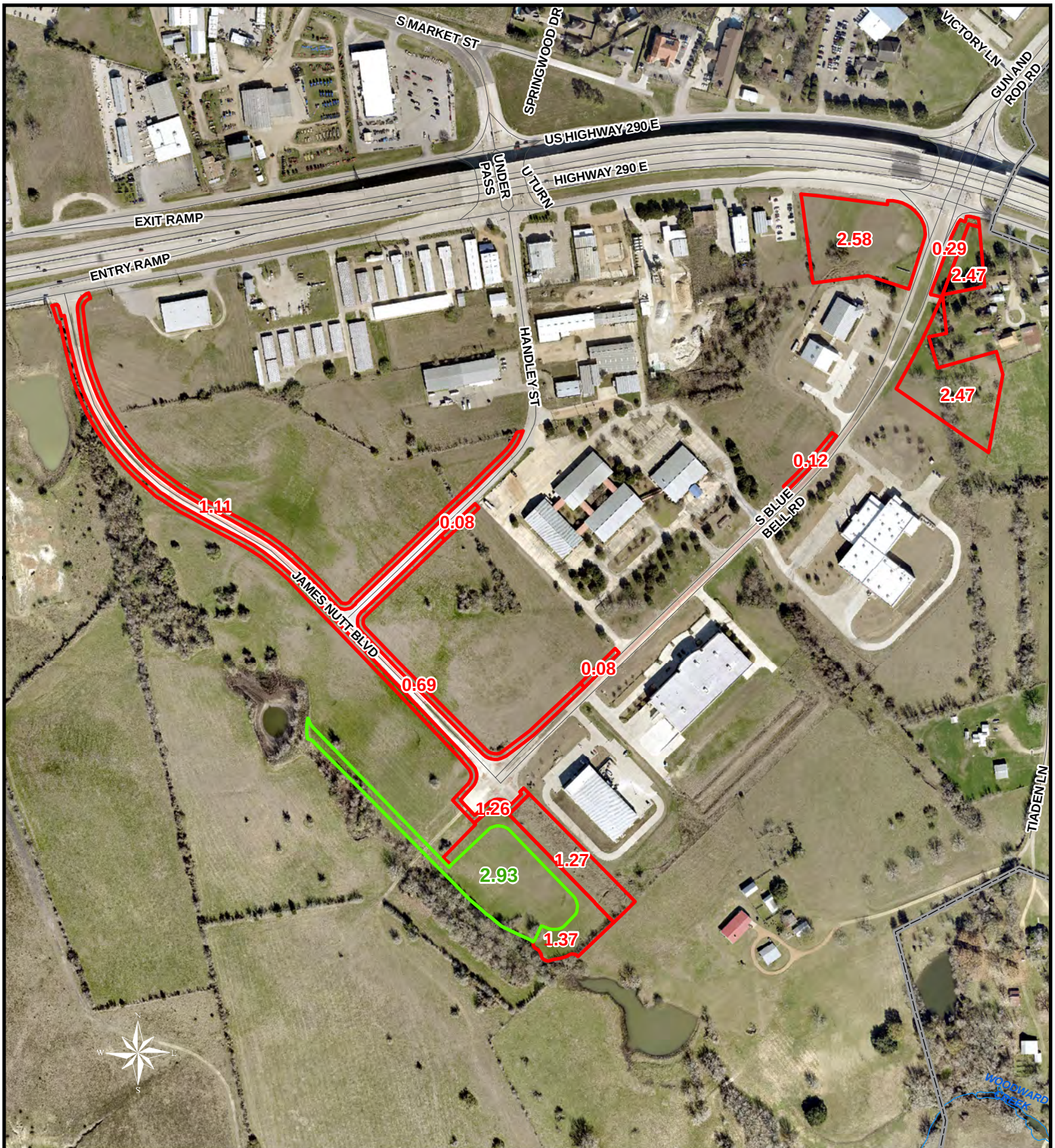
1 inch = 75 feet



22. Prairie Lea St.

 Contract Mowing
2.72 Acres





Brenham Business Center

This data is subject to change without notice. The City of Brenham makes no claims, guarantees, or promises about the accuracy or completeness of this data. Represented boundaries are approximate and should not be used for exact measurement or legal documentation. Street name designations may be shown on the map for undeveloped and/or unpaved public right-of ways.

- 2.93 Ac. Shredding Area
- 11.31 Ac Mowing Area



EXHIBIT "C"

Date: 8/6/2020

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Southwest Industrial Park

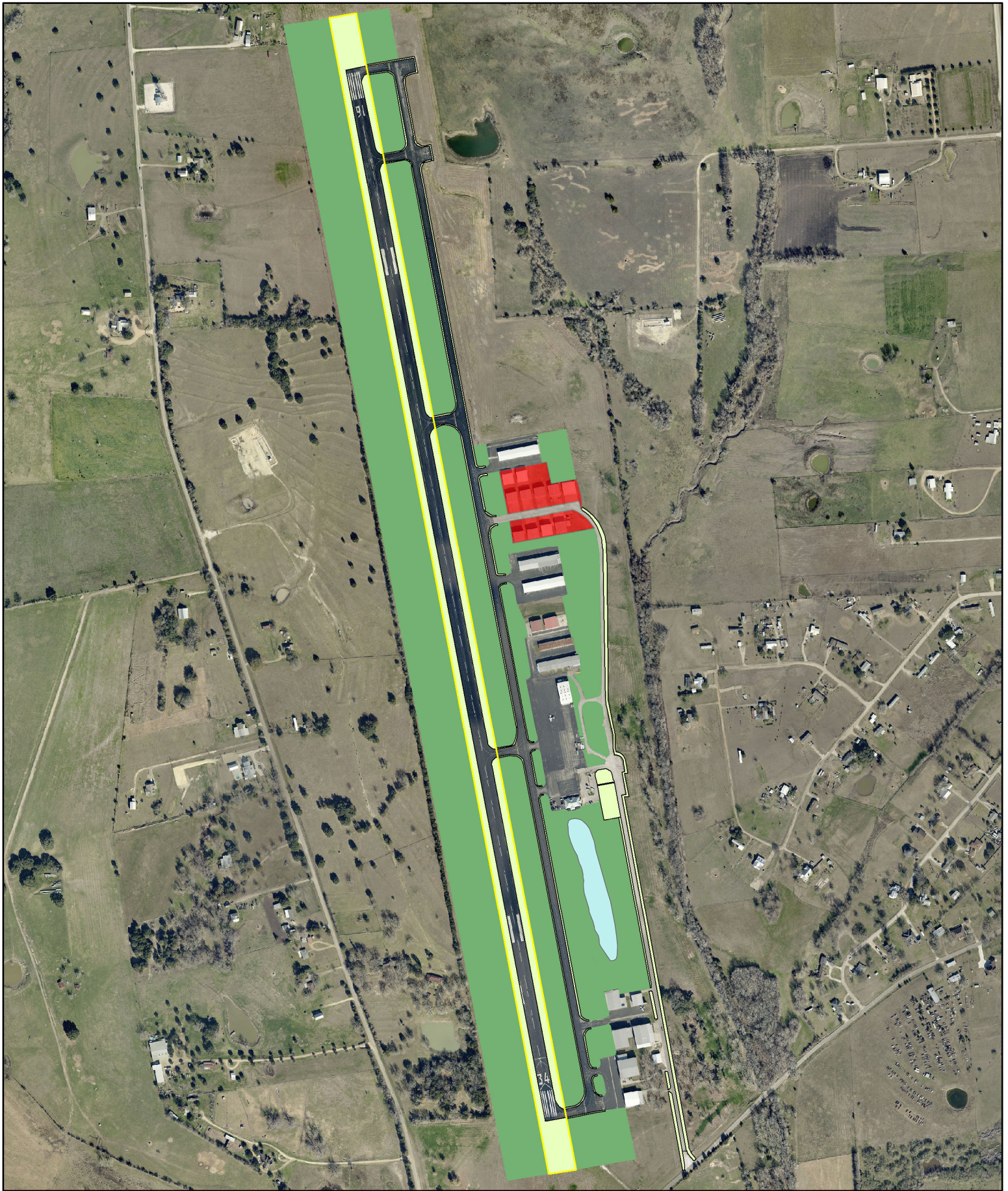
- 11.51 Ac. Shredding
- .78 Ac Mowing Area

This data is subject to change without notice.
 The City of Brenham makes no claims, guarantees, or promises about the accuracy or completeness of this data. Represented boundaries are approximate and should not be used for exact measurement or legal documentation. Street name designations may be shown on the map for undeveloped and/or unpaved public right-of ways.

EXHIBIT "C"



Date: 8/6/2020



City of Brenham Municipal Airport Mowing

1 inch = 700 feet



- Finished Mowing- 17.2 Acres
- Shredding- 81.7 Acres

* Mowing area around taxiway is 10 feet wide



City Council Regular Meeting **AGENDA ITEM 15**

Agenda Item: Discuss and Possibly Act Upon a Request from Visit Brenham DMO for Funding of the Smithsonian's Museum on Main Street Exhibit and Related Projects with HOT Fund Reserves and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: May 16, 2024

Department: Tourism & Marketing

Staff Contact: Jennifer Eckermann, Director of Tourism & Marketing

SUMMARY STATEMENT:

Visit Brenham and our community partners are busy preparing for Brenham's hosting of the Smithsonian's Museum on Main Street traveling exhibit program, titled Crossroads: Change in Rural America.

Some of our early plans have evolved into even better opportunities to share amazing stories of Brenham and Washington County. I look forward to sharing our progress with you at the meeting.

We are requesting funding of \$50,000 from HOT reserves to assist in covering expenses of the three local exhibits being developed, and the additional cultural activities and programs associated with this major event.

ATTACHMENTS:

1. Smithsonian MoMs funding request

RECOMMENDATION:

Approve a request from Visit Brenham DMO for funding of the Smithsonian's Museum on Main Street Exhibit and related projects with HOT fund reserves of \$50,000.00 and authorize the Mayor to execute any necessary documentation.

Smithsonian Hosting Funding Request

**Exciting plans and partnerships
are coming together!**



Tourism & Marketing Report

1



Smithsonian

Museum on Main Street (MoMS)
is the traveling exhibit program of the
Smithsonian Institution,
and Brenham will be hosting the exhibit
Crossroads: Change in Rural America
in Morriss Hall at The Barnhill Center
December 7, 2024 – January 20, 2025.
(1 of 7 chosen, out of 53 applicants)



Tourism & Marketing Report

2



Smithsonian



Work is progressing on three permanent local exhibits, and county-wide cultural activities, that tie into the *Crossroads* themes of:

Identity
Land
Community
Resilience
Managing Change

Tourism & Marketing Report

3



Smithsonian

Application goals included:

Share untold stories of local African American history

Increase heritage tourism within Washington County

Celebrate the 100th Anniversary of the Simon Theatre

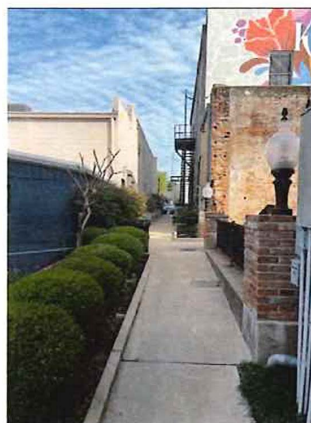


Tourism & Marketing Report

4



Smithsonian



Belle's Alley Exhibit
Freedom Colonies of Washington County

Tourism & Marketing Report

5



Smithsonian



Camptown Soundwalk Experience
Sharing the history of one of Brenham's Freedom Colonies

Tourism & Marketing Report

6



Smithsonian



100 Years of the Simon Exhibit

Celebrating the 100th Anniversary of the Historic Simon Theatre



Tourism & Marketing Report

7



Smithsonian



Tourism & Marketing Report

8



Smithsonian



**Tourism Partner Communities of Brenham, Burton,
Chappell Hill, Independence, and Washington
Washington County Historical Commission**

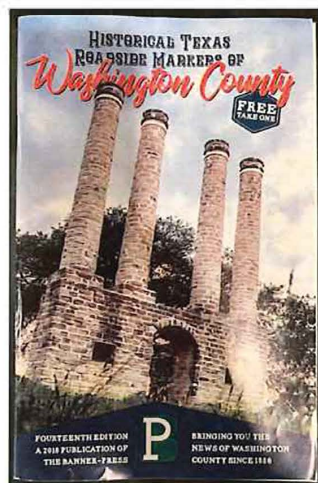


Tourism & Marketing Report

9



Smithsonian



One of our largest projects right now
is a partnership with the
Washington County Historical Commission
to update, design, and print the
**Washington County
Historical Markers Guide**



Tourism & Marketing Report

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Smithsonian

The guide will be user-friendly, and the basis for a Passport Program being planned to assist in moving visitors – drawn to the Smithsonian exhibit – throughout the county

Along with the Passport Program, we are assisting some communities with ideas for their own soundwalk



Tourism & Marketing Report

11



Smithsonian

In addition, brochures and rack cards are being developed to promote all the activities and programming being planned

We will also update and reprint historical walking tour brochures, rack cards and Artwalk maps – all branded with the Smithsonian logo in conjunction with the Museum on Main Street project



Tourism & Marketing Report

12



Smithsonian

To promote this major event, the marketing plan includes:

Print and radio advertising

Targeted Digital Marketing

Social Media

Billboards

Signage in high traffic areas



Tourism & Marketing Report

13



Smithsonian

Currently, we're working on:

Local Exhibits

Fundraising

Development of a volunteer committee

Design and development of the
new Historical Markers Guide & other support material



Tourism & Marketing Report

14



Smithsonian

Timeline and calendar for all projects and activities

Ongoing communication with
community partners on Passports and Soundwalks

Planning to offer tours for area school children



Tourism & Marketing Report

15



Smithsonian

**We ask for your support of MoMS, and the related local
exhibits, cultural activities and programs,
by approving our request of \$50,000 from HOT reserves.**



Tourism & Marketing Report

16



City Council Regular Meeting **AGENDA ITEM 16**

Agenda Item: Discuss and Possibly Act Upon the Appointment of Members to Serve on the Brenham Community Projects Fund Board of Directors and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: May 16, 2024

Department: Administration

Staff Contact: Jeana Bellinger, City Secretary

SUMMARY STATEMENT:

In 2016, the City Council formed the Brenham Community Projects Fund, Inc. (BCPF) to provide a process for the City to receive, accept, hold, invest, reinvest or administer gifts, grants or bequests of money or property of any sort or nature to be used to actively promote community projects or programs that preserve, foster and enhance the economic and social well-being of the community. The BCPF was approved by the Internal Revenue Service as a non-profit 501(c)(3) public charity in January, 2017.

The bylaws of the BCPF require that the City Council appoint a Board of Directors to oversee all the activities of the BCPF as permitted by statutes, or outlined in their Certificate of Formation or bylaws. The Board of Directors shall consist of no less than three (3) members and they will be appointed to staggered two-year terms. In the past, the BCPF Directors have been the Mayor, one (1) Councilmember and the City Manager.

In 2021 the BCPF Board changed slightly with the Mayor (Tate), two (2) Councilmembers (Kolby and Saunders) and the City Manager (Miller) serving as Directors. The Officer positions were assigned as follows: President Mayor Tate, Vice President Councilmember Kolby, Treasurer Councilmember Saunders, Secretary City Manager Miller. I was appointed in 2020 as the Assistant Secretary.

During the meeting, the City Council will need to appoint new Directors to staggered two-year terms. Once the Directors are in place, they will elect officers.

ATTACHMENTS:

None

RECOMMENDATION:

Approve the appointment of members to serve on the Brenham Community Projects Fund Board of Directors and authorize the Mayor to execute any necessary documentation.



City Council Regular Meeting
AGENDA ITEM 18

Agenda Item: Section 551.071, Texas Government Code - Consultation with City Attorney - Consultation with City Attorney Concerning Demand Letter and Notice of Contemplated Litigation Received by City Brenham, and Associated Matters

Meeting Date: May 16, 2024

Department: Administration

Staff Contact: Carolyn Miller, City Manager

SUMMARY STATEMENT:

To be discussed in Executive Session.

ATTACHMENTS:

None

RECOMMENDATION:

No action - Executive Session discussion only.



City Council Regular Meeting
AGENDA ITEM 19

Agenda Item: Section 551.071, Texas Government Code - Consultation with City Attorney - Consultation with City Attorney Concerning the Brenham Municipal Airport, Its Operations and Services, and Associated Matters

Meeting Date: May 16, 2024

Department: Administration

Staff Contact: Carolyn Miller, City Manager

SUMMARY STATEMENT:

To be discussed in Executive Session.

ATTACHMENTS:

None

RECOMMENDATION:

No action - Executive Session discussion only.