



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, JUNE 6, 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 - Councilmember Albert Wright**
- 3. Service Recognitions**
 - ◆ **Dustin Wendler - Street Department - 15 Years**
- 4. Employee Introductions & Promotions**
 - ◆ **Tammy Murphy - Librarian**
 - ◆ **Mark Donovan - Fire Chief**
- 5. Citizen Comments**

CONSENT AGENDA

6. Statutory Consent Agenda

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

- 6.a. Approve the Minutes from the May 16, 2024, Regular City Council Meeting and the May 20, 2024, Special City Council Meeting**
- 6.b. Approve a Ground-Space Lease Agreement Between the City of Brenham and Dave Homeier for Hangar Space at the Brenham Municipal Airport (3175 Aviation Way, Hangar B-2) and Authorize the Mayor to Execute Any Necessary Documentation**

- 6.c. Approve Resolution No. R-24-009 Authorizing the Amendment of R-19-034 Changing the Designee of the Grant to Texas Parks and Wildlife for the Local Parks Non-Urban Outdoor Recreation Grant Program**
- 6.d. Approve Resolution No. R-24-010 Amending Resolution No. R-24-003 Approving the Submission of a Grant Application to the Office of the Governor (OOG), Public Safety Office, Criminal Division for the FY25 Rifle-Resistant Body Armor Grant Program**
- 6.e. Approve Final Payment for Project No. 2021-06-A to Dudley Construction, LLC in the Amount of \$56,610.04 for the 2022 Sanitary Sewer Improvements-Stone Hollow and Industrial Boulevard Lift Station Replacements and Authorize the Mayor to Execute Any Necessary Documentation**
- 6.f. Approve Change Order No. 1 and Final Payment to TGS Sports LLC in the Amount of \$53,323.50 for the Hohlt Park Synthetic Turf Improvement Project and Authorize the Mayor to Execute any Necessary Documentation**

REGULAR SESSION

- 7. Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending Chapter 28, Impact Fees, of the Code of Ordinances of the City of Brenham, Texas**
- 8. Discuss and Possibly Act Upon the Allocation of Additional Funds for the Purchase of a Fire Truck for the Brenham Fire Department from Siddons Martin Emergency Group, LLC and Authorize the Mayor to Execute Any Necessary Documentation**
- 9. Discuss and Possibly Act Upon the Purchase of a Chevrolet Silverado 2500 for the City of Brenham's Gas Department Through The Interlocal Purchasing System (TIPS) and Authorize the Mayor to Execute Any Necessary Documentation**
- 10. Discuss and Possibly Act Upon Amendment No. 1 to the Professional Services Agreement Between the City of Brenham and Strand Associates Inc. for the Community Development Block Grant and Authorize the Mayor to Execute Any Necessary Documentation**
- 11. Discuss and Possibly Act Upon a Professional Services Agreement Between the City of Brenham and Strand Associates, Inc. for Engineering Services Related to Highway 105 Lift Station Improvements (Project No. 66C-20C) 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. for Engineering Services Related to FY 2024 Water Main and Sanitary Sewer Replacements (Projects No. 64C-70C and 65C-57C) and Authorize the Mayor to Execute Any Necessary Documentation

13. 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

14. 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

15. Section 551.071, Texas Government Code - Consultation with Attorney - Consultation with City Attorney Regarding Commonwealth Development, Inc. v. City of Brenham, Texas; Fair Housing Case No. 06-22-3294-8

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, June 3, 2024 at 12:00 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 16, 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 Leah Cook
Councilmember Paul LaRoche
Councilmember Adonna Saunders
Councilmember Albert Wright

Members Absent:

Councilmember Shannan Canales

City of Brenham Staff Present:

City Manager Carolyn Miller, City Attorney Cary Bovey, City Secretary/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, Director of Public Works Dane Rau, Director of HR and Risk Management Susan Nienstedt, Director of Water/Wastewater Bobby Keene, Interim Fire Chief Ray Cooper, Interim Police Chief Lloyd Powell, Development Services Director Stephanie Doland, Economic & Community Development Director Teresa Rosales, Robin Hutchens, Kyle Branham, Shawn Bolenbarr, Jessica Perez, Richard O'Malley, Ande Bostain, Marisol Urbina, Jerry Saldivar, Nancy Stafford, Kelsey Toy, JoAnne Hines, Steven Eilert, Tammy Jaster, Brian Smith, Stephen Draehn, Nancy Joiner, Kevin Boggus, and Tammy Murphy.

Citizens/Others Present:

Don Ross, Peirre Catala, Evelyn Hendrickson, Linda Pipes, Florence Ahrens, Lu Hollander, Phyllis Glasscock, Susan Myers, Alana Winkelmann, and Kelsey Northway.

Media Present:

Sarah Forsythe with Brenham Banner Press.

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**

No citizen comments were heard.

CONSENT AGENDA

7. **Statutory Consent 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**

A motion was made by Councilmember Wright and seconded by Councilmember Saunders to approve Consent Agenda Items 7.a. through 7.c. as presented.

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

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

Wright

No: None

Absent: Councilmember Canales

WORK SESSION

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

City Secretary/Director of Administrative Services Jeana Bellinger presented the following information on Article III of the Charter:

- Sec. 4 - Terms of Office/Term Limits
- Sec. 14 - Salaries
- Sec. 17 - Introduction and passage of ordinances and resolutions

Bellinger stated that for all three of these topics, she used the following seven cities as research cities: Addison (17,012), Bay City (17,882), Boerne (19,109), College Station (120,019), Kerrville (23,831), Manor (18,285) and Seagoville (18,805).

Bellinger stated that of her reference cities, five of those cities had term limits, with the most common being three-year terms. Bellinger stated that currently, City Council terms are four years with no term limits; so, with three-year term limits, members of the City Council could serve for twelve years before having to step down. After further discussion, the City Council advised Bellinger to move forward with proposition wording for a three-year term limit.

Bellinger advised that the current salary for the Mayor is \$275 per month and Councilmembers is \$225 per month. The salaries paid by the seven reference cities ranged from a per meeting rate to a monthly rate of \$875 for the Mayor and \$625 for Councilmembers. Bellinger stated that some cities removed the salary provision from their Charters and can adopt Council salaries by Ordinance. Bellinger also provided statistical information about the number of Council meetings and the size of agenda packets since Council salaries were last adopted in 1991. After further discussion, the City Council advised Bellinger to move forward with Proposition wording for the Mayor's salary at \$550 per month and City Councilmembers at \$450 per month.

Bellinger explained that currently all ordinances require two readings (approvals) by City Council before they are finally adopted. Bellinger stated that in reviewing the seven reference cities, it appears that only two cities still require two readings of ordinances. After further discussion by City Council, it was determined that some additional research needs to be done and City Council would like more time to consider this Section of the Charter. Bellinger advised that she would bring this topic back at a later date for City Council to discuss further.

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

Main Street Manager Leigh Linden presented this item. Linden advised that the Hot Night, Cool Tunes concert series is held on Saturdays in July from 7:00 p.m. to 10:00 p.m. Linden stated that these are free public events with live entertainment, food vendors, and a classic car cruise-in. Linden advised that one lane of Alamo Street between Park Street and St. Charles Street will need to be closed starting at 1:30 p.m. for stage setup and both lanes of Alamo Street between Austin Street and Market Street will need to be closed starting at 4:00 p.m. until midnight (or until the stage is completely removed).

A motion was made by Councilmember Saunders and seconded by Councilmember Cook to 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.

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

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

No: None

Absent: Councilmember Canales

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

Director of Public Works Dane Rau presented this item. Rau advised that 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. Rau advised that the MMA acts as the City's guide document pertaining to signal

maintenance, roadway surfacing, signage, mowing, litter control, pedestrian crossings, striping, and drainage that needs attention on state roadways within the City.

A motion was made by Councilmember Saunders and seconded by Councilmember LaRoche to 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.

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

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

No: None

Absent: Mayor Kenjura, Councilmember Canales

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

Public Utility Project Manager Shawn Bolenbarr presented this item. Bolenbarr advised that Strand Associates, Inc. will provide engineering services to prepare schematics and technical specifications for upgrades to the City's chlorine room at the Surface Water Treatment Plant (SWTP). Bolenbarr advised that the City shall provide the front-end documents and perform the competitive bidding process and will also perform project construction management during the construction portion of the project. Bolenbarr advised that Strand Associates, Inc. will provide an on-site visit following construction to review the project for general conformance to the schematics and technical specifications.

A motion was made by Councilmember Saunders and seconded by Councilmember Wright to 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.

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

Yes: Mayor Kenjura, Mayor Pro Tem Kolby, Councilmember LaRoche,

Councilmember Saunders, Councilmember Wright

No: None

Absent: Councilmember Canales, Councilmember Cook

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

Public Utility Project Manager Shawn Bolenbarr presented this item. Bolenbarr advised that the design portion of the project had been completed with 2022 bond proceeds. Bolenbarr advised that there will be additional design services added to the scope of services that increase the cost by \$15,000.00. Bolenbarr explained that the redesigning will consist of making the wet well larger and reconfiguring the above ground piping and wet well piping. Bolenbarr advised that the redesign will change the plans for the pumping station from a duplex pumping station with a pumping capacity of 620 GPM to a triplex pumping station with the capability of pumping 875 GPM. Bolenbarr advised that per the future growth projections the City received during the Impact Fee Study, the City recommends this change to account for future growth and development and to avoid costly upgrades in the future.

A motion was made by Councilmember LaRoche and seconded by Councilmember Saunders to 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.

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

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

No: None

Absent: Councilmember Canales

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

Public Utilities Project Manager Shawn Bolenbarr presented this item. Bolenbarr advised that in April 2024, City staff opened bids for the Gas Main Line Pressure Test Project that consists of removing six service taps, two valves, and pressure testing approximately 5,000 ft of 4" steel gas main at 750 psi. Bolenbarr advised that the City received three bids with Miller Bros submitting the lowest proposal at \$44,813.00.

A motion was made by Councilmember Cook and seconded by Councilmember Saunders to 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.

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

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

No: None

Absent: Councilmember Canales

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

Purchasing & Public Works Project Manager Kyle Branham presented this item. Branham advised that in April 2024 the City opened bids for the combined services of Brenham Community Development Corporation, Southwest Industrial Park right-of-way, and Brenham Municipal Airport, mowing, maintenance, and shredding areas. These areas include twenty-two different locations around the City that consist of open park property, medians, alley/easements, parking lot areas, vacant city-owned lots, and municipal facilities. Branham advised that between BCDC, SWIP, and the Municipal Airport there is 96.44 acres for shredding and 29 acres for fine mowing. Branham stated this contract will also include mowing and cleanup services for private properties within the city limits in violation of City's Code.

Branham advised that Gene's Services submitted the lowest bid at \$158,096.90. Branham advised that this is also the vendor that currently holds the mowing maintenance contract for the City.

A motion was made by Councilmember Saunders and seconded by Mayor Pro Tem Kolby to 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.

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

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

No: None

Absent: Councilmember Canales

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

Director of Tourism and Marketing Jennifer Eckermann presented this item. Eckermann explained that Visit Brenham DMO and our community partners are busy preparing for Brenham's hosting of the Smithsonian's Museum on Main Street (MoMS) traveling exhibit program titled "Crossroads: Change in Rural America".

Eckermann advised City Council of the following information:

- MoMS will be in Brenham at Morris Hall December 7, 2024 - January 20, 2025.
- Staff and volunteers are working on three permanent local exhibits and some county-wide cultural activities that will tie into the Crossroads theme.
- The goal of the exhibits are to share under-told stories of local African American history (Brenham's Freedom Colonies), increase heritage tourism within Washington County, and celebrate the 100th Anniversary of the Simon Theatre.
- Tourism Partner Communities of Brenham, Burton, Chappell Hill, Independence, and Washington County
- The largest project currently is a partnership with the Washington County Historical Commission to update, design, and print the Washington County Historical Markers Guide. Brochures and rack cards are being developed to promote all the activities and programming being planned. All the historical walking tour brochures, rack cards and artwalk maps will be updated and reprinted to brand the Smithsonian logo.
- In the coming months there will be lots of print and radio advertising, targeted digital marketing, social media, billboards, and signage in high traffic areas to help promote this event.

Eckermann advised that the total budget for this project is \$200,000; however,

this request is for City Council to consider allocating \$50,000 of HOT fund reserves to help with funding. Eckermann stated that Washington County has already committed \$25,000 of their HOT funds and will re-evaluate an additional \$25,000.00 later this summer.

A motion was made by Councilmember Cook and seconded by Councilmember Wright to 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 in the amount of \$50,000.00 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 Cook, Councilmember LaRoche, Councilmember Saunders, Councilmember Wright

No: None

Absent: Councilmember Canales

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

City Secretary/Director of Administrative Services Jeana Bellinger presented this item. Bellinger explained that 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 of 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. Bellinger explained that BCPF was approved by the Internal Revenue Service as a non-profit 501(c)(3) public charity in January 2017.

Bellinger explained that 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. Bellinger also explained that the Board of Directors shall consist of no less than three (3) members, and they will be appointed to staggered two-year terms.

A motion was made by Councilmember Wright and seconded by Councilmember LaRoche to approve the appointment of Mayor Kenjura (term expiring on May 19, 2026), Mayor Pro Tem Kolby (term expiring on May 19, 2025) and Councilmember Saunders (term expiring on May 19, 2026) to serve on the Brenham

Community Projects Fund Board of Directors 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 Cook, Councilmember LaRoche, Councilmember Saunders, Councilmember Wright

No: None

Absent: Councilmember Canales

17. Administrative/Elected Officials Report

City Manager Carolyn Miller reported on the following:

- May 20th - City Council Special Meeting with Budget Workshop
- May 21st - Barnhill Speaker Series
- May 24th - National Public Works Week
- May 27th - City offices closed for Memorial Day

Council adjourned into Executive Session at 2:52 p.m.

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

Executive Session adjourned at 4:27 p.m.

ADJOURN

Atwood C. Kenjura
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

DRAFT

Brenham City Council Minutes

A Special Meeting of the Brenham City Council was held on Monday, May 20, 2024 beginning at 8:30 AM 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 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, Director of Water/Wastewater Bobby Keene, Director of Finance Stacy Hardy, Chief Financial Officer Julie Flagg, Director of Public Works Dane Rau, Director of HR and Risk Management Susan Nienstedt, Interim Fire Chief Ray Cooper, Interim Police Chief Lloyd Powell, Development Services Director Stephanie Doland, Economic & Community Development Director Teresa Rosales, Steven Eilert, Robin Hutchens, Jessica Perez, Kevin Schmidt, Richard O'Malley, and Kelsey Toy.

Citizens/Others Present:

None

Media Present:

Mark Whitehead with KWHI, and Sarah Forsythe with Brenham Banner Press.

1. Call Meeting to Order

REGULAR SESSION

2. Discuss and Possibly Act Upon the Purchase of a Freightliner Slinger Truck for the City of Brenham's Wastewater Treatment Department Through The Interlocal Purchasing System (TIPS) and Authorize the Mayor to Execute Any Necessary Documentation

Facility and Fleet Supervisor Stephen Draehn presented this item. Draehn advised that the City obtained a quote on a truck chassis and body from Lone Star Freightliner Group for \$262,767.00 using TIPS Contract number 221001 for Heavy Duty Equipment. Draehn advised that The Interlocal Purchasing System (TIPS) is a National Cooperative Purchasing Program for use by member schools, colleges, universities, cities, counties, and other governmental entities in all 50 states as authorized by each entity's jurisdictional legal requirements. Draehn advised that the quote includes the truck chassis and installation of a Kuhn Spreader Body.

A motion was made by Councilmember LaRoche and seconded by Councilmember Cook to approve the purchase of one (1) Freightliner Slinger Truck from Lone Star Freightliner Group, LLC; DBA Lone Star Truck Group for the amount of \$262,767.00 through The Interlocal Purchasing System (TIPS) 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

3. Discuss and Possibly Act Upon an Equipment Financing Proposal from Bank of Brenham for the Purchase of a Freightliner Slinger Truck for the City of Brenham's Wastewater Treatment Department and Authorize the Mayor to Execute Any Necessary Documentation

Director of Finance Stacy Hardy presented this item. Hardy advised that this is a companion item for the purchase of the Freightliner Slinger Truck for the Wastewater Treatment Department as presented by Stephen Draehn. Hardy advised that in order to proceed with and fund this purchase, city staff obtained three financing proposals for a five-year note with a principal amount of \$262,767.00 and annual payments beginning in Fiscal Year 2024:

- Bank of Brenham: 6.875%
- Citizens State Bank: 7.5%

- Brenham National Bank: 7.5%

A motion was made by Mayor Pro Tem Kolby and seconded by Councilmember Saunders to approve an equipment financing proposal from Bank of Brenham for a five-year note and an interest rate of 6.875% for the purchase of a Freightliner Slinger Truck in the amount of \$262,767.00 for the City of Brenham's Wastewater Treatment Department 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

WORK SESSION

4. Discussion and Presentation on 5-Year Capital Plans

City Manager Carolyn Miller, Chief Financial Officer Julie Flagg and General Manager of Public Utilities William Bissette presented the following 5-Year Capital Improvement Plans for the General Fund and the Utility Funds:

- GENERAL FUND
 - Priorities: Public Safety & Succession Planning
 - Fire Station No. 2 and Fire Emergency Management Software
 - Police Department - Axon Body and Dash Cameras
 - Personnel Requests
 - Capital Requests
 - Capital Funding
 - Council Direction
 - Personnel Requests
 - Capital Funding
- UTILITY FUNDS
 - General Overview
 - Utility Rates
 - Capital Improvement Plan
 - Debt Funding Breakdown
 - Utility Capital Projects
 - Electric Fund
 - Gas Fund

- Water Fund
- Wastewater Fund
- Human Capital

ADJOURN

Atwood C. Kenjura
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

DRAFT



City Council Regular Meeting
AGENDA ITEM 6.b

Agenda Item: **Approve a Ground-Space Lease Agreement Between the City of Brenham and Dave Homeier for Hangar Space at the Brenham Municipal Airport (3175 Aviation Way, Hangar B-2) and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Date: June 6, 2024

Department: Development Services

Staff Contact: Kim Hodde, Planning Technician

SUMMARY STATEMENT:

Mark Whitehead sold his 1,051 square foot T-hangar hangar at 3175 Aviation Way, Hangar B-2, to Dave Homeier; therefore, a new ground space lease agreement needs to be executed with Mr. Homeier. Execution of this new lease agreement will terminate the previous lease agreement with Mark Whitehead.

Dave Homeier's total lease space will be 1,051 square feet. The lease agreement is the City's standard ground-space lease for \$0.10 cents per square foot and the lease rate may increase up to \$0.02 per square foot in a five-year period as the prevailing rates change. The standard term for ground space leases is 30-years; therefore, if approved, this lease will terminate on May 7, 2054, unless extended or transferred prior to the termination date. The initial annual rental rate will be \$105.10.

ATTACHMENTS:

1. Hangar Lease - 3175 Aviation Way - Dave Homeier
2. Exhibit A

RECOMMENDATION:

Approve a ground-space lease agreement between the City of Brenham and Dave Homeier for hangar space at the Brenham Municipal Airport (3175 Aviation Way, Hangar B-2) and authorize the Mayor to execute any necessary documentation.

LEASE AGREEMENT: CITY OF BRENHAM, TEXAS TO AND WITH DAVE HOMEIER

THE STATE OF TEXAS
COUNTY OF WASHINGTON

This Lease Agreement made and entered into by and between CITY OF BRENHAM, a Texas Home Rule Municipal Corporation, hereinafter called "Lessor" and DAVE HOMEIER, hereinafter called "Lessee":

WITNESSETH:

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

ARTICLE I – PREMISES AND PRIVILEGES

A. DESCRIPTION OF PREMISES.

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

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

B. TERM.

The term of said lease is for a period of thirty (30) years commencing May 7, 2024, and terminating May 7, 2054. The rent for the first year shall be ten (\$.10) cents per square foot per year for 1,051 square feet, payable annually on the anniversary hereof. Any rental fee not paid by the tenth of the month is subject to a late fee of five (\$5) dollars. The Lessee acknowledges and agrees that the City reserves the right to adjust the Lease rental rate in an amount not to exceed an increase of two (\$.02) cents per square foot in a five (5) year period.

C. ACCESS.

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

D. OBJECTS AND PURPOSES OF LEASE.

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

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

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

E. CITY'S RESERVED RIGHTS.

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

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

3. Other Contracts. This lease shall be subordinate to the provisions of any existing or future agreement between the City and the United States, relative to the operation or maintenance of the airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to City of federal funds for the development of the Airport
4. Other Leases. Nothing herein contained shall limit City with respect to granting of leases to other aviation tenants under other terms as herein set forth or to granting of leases for non-commercial aviation or non-aviation purposes at terms different from those set forth herein.

F. PROHIBITED USES.

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

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

G. EXPIRATION.

Upon the expiration of this Lease,

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

H. DEFAULT.

Any of the following events constitutes default:

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

I. LESSOR'S RIGHTS UPON DEFAULT.

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

J. MORTGAGE OF LEASEHOLD INTEREST.

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

ARTICLE II – OBLIGATIONS OF LESSEE

A. NET LEASE: MAINTENANCE AND OPERATION.

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

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

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

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

B. ALTERATIONS TO AND CONDITIONS OF PREMISES.

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

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

C. TRASH, GARBAGE, LANDSCAPING.

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

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

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

D. SIGNS.

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

E. UTILITIES.

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

F. FIELD USE CHARGES.

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

G. PAYMENTS DUE.

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

H. COMPLIANCE WITH RULES.

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

I. NONDISCRIMINATION/FEDERALLY REQUIRED ASSURANCES.

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

J. FAA AND OTHER APPROVAL OF USE.

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

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

1. Lessee, by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not make use of the premises in any manner which might interfere with the landing and taking off of aircraft at Airport or otherwise constitute a hazard. If Lessee violates this, City reserves the right to enter upon the premises and remove the interference at the expense of the Lessee.
2. City shall maintain and keep in good repair the landing area of the Airport and shall have the right to direct and control all activities of the Lessee in this regard.
3. City shall retain an easement over, above and on the premises in relation to aircraft noise and the utilization of the air space for the purposes of the operation of said Airport.

L. LESSEE AUTHORITY.

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

ARTICLE III – OTHER CONDITIONS

- A. Lessee agrees to pay all public utility charges that may be assessed, including charges for gas, electric, water and any other utility charge.
- B. Any holding over by Lessee or his successors, at the expiration or termination of this lease, in whatever manner its termination may be brought about, shall not operate as a renewal of this lease, but during the period of such holding over Lessee shall be a tenant at the will of Lessor.
- C. Lessee shall maintain property and casualty insurance in amounts satisfactory with Lessor and shall provide for public liability insurance in the amount of ONE MILLION AND NO/100 (\$1,000,000.00) DOLLARS in order to protect Lessor against claims arising because of the operation of Lessee. Lessee shall give evidence of insurability. CITY OF BRENHAM, TEXAS shall always be shown as an addition insured. Provided, however, if CITY OF BRENHAM, TEXAS so elects, it may take out said insurance and then prorate said costs to Lessee and any Sublessees on an equitable basis, as determined by CITY OF BRENHAM, TEXAS. The CITY OF BRENHAM reserves the right to require that the amount of any and all types of insurance may be increased upon the CITY OF BRENHAM giving thirty (30) days notice to Lessee or any sublessee.
- D. The CITY OF BRENHAM requires that Lessee and users of Lessee's premises shall agree to be bound by all of the regular rules and regulations as may be set out by the F.A.A. as to pilots and their conduct and that they agree to abide by any and all local rules that may be approved by the City Council of the CITY OF BRENHAM, TEXAS, for pilots at the CITY OF BRENHAM MUNICIPAL AIRPORT. Lessee shall agree that in the event he is found not to have abided by the rules or does not correct a situation required to be corrected by the City of Brenham, then and in that event, he may lose his privilege to occupy the Hangar that is located on property being leased by the CITY OF BRENHAM, TEXAS.
- E. This Lease is governed by the laws of the State of Texas and venue shall lie exclusively in Washington County, Texas.
- F. If any provision herein is held to be invalid in a court of law, the invalidity of such provision shall in no way affect the validity of any other provision.
- G. Any notice required herein shall be effective upon mailing to the address described herein by depositing said notice in the mail, certified mail – return receipt requested.

APPROVED this the ____ day of _____, 2024

CITY OF BRENHAM (LESSOR)

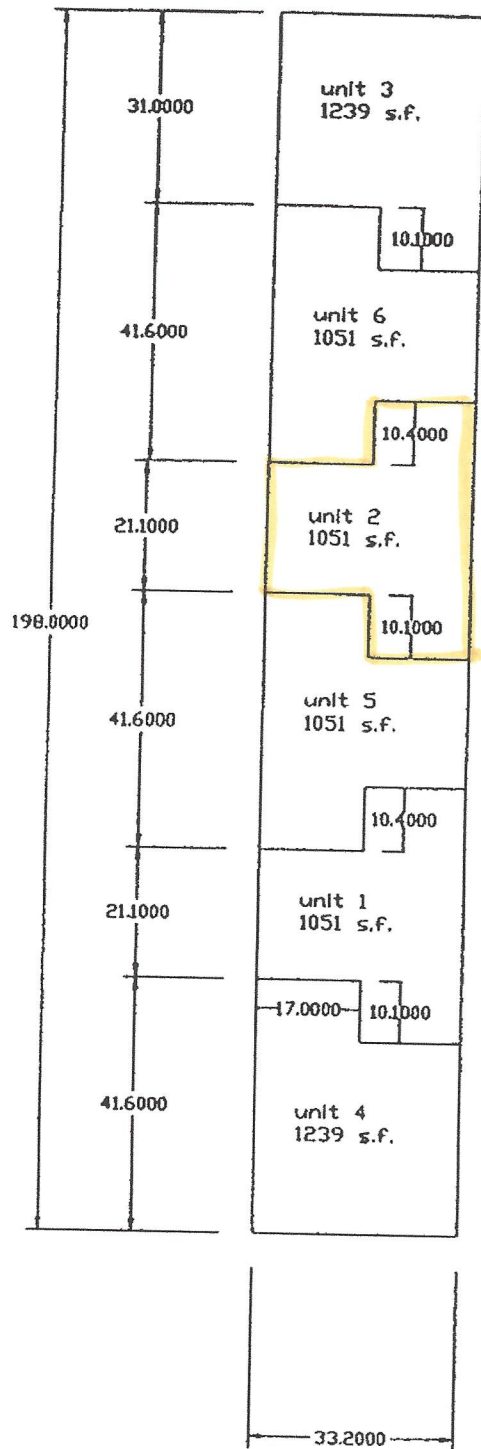
Atwood C. Kenjura, Mayor
City of Brenham
P. O. Box 1059
Brenham, TX 77834-1059

ATTEST:

Jeana Bellinger, City Secretary

DAVE HOMEIER (LESSEE)

Dave Homeier
3005 Live Oak Drive
Brenham, Texas 77833
979-277-8082
davehomeier@gmail.com



← Z

EXHIBIT "A"



City Council Regular Meeting
AGENDA ITEM 6.c

Agenda Item: **Approve Resolution No. R-24-009 Authorizing the Amendment of R-19-034 Changing the Designee of the Grant to Texas Parks and Wildlife for the Local Parks Non-Urban Outdoor Recreation Grant Program**

Meeting Date: June 6, 2024

Department: Public Works

Staff Contact: Dane Rau, Director of Public Works

SUMMARY STATEMENT:

This resolution is an amendment to a past resolution pertaining to the Brenham Family Park Grant that was awarded to the City of Brenham in 2020 through Texas Parks and Wildlife. National Parks Service has released funds so that we may receive our Notice to Proceed (NTP) on the park project. Since it has been sometime since the original grant resolution and personnel has changed related to the point of contact, we will need an updated resolution that names Dane Rau, Director of Public Works, as the point of contact for the grant. In the original grant, Crystal Locke was the point of contact and that needs to be updated in order to keep things accurate when submitting grant documents, pay applications, reports, etc.

This grant was for \$750,000 for Brenham Family Park Phase 1, in which BCDC has already set aside matching funds in order for us to make an impact on Phase I as it relates to the 1-mile trail, detention/amenity lake, parking, lighting, restrooms, signage, and wildflower areas.

ATTACHMENTS:

1. Resolution No. R-24-009 - Amending R-19-034

RECOMMENDATION:

Approve Resolution No. R-24-009 authorizing the amendment of R-19-034 changing the designee of the grant to Texas Parks and Wildlife for the Local Parks Non-Urban Outdoor Recreation Grant Program.

RESOLUTION NO. R-24-009

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS AMENDING RESOLUTION NO. R-19-034, AND AUTHORIZING DANE RAU TO ACT ON BEHALF OF THE CITY OF BRENHAM IN ALL MATTERS RELATED TO A GRANT FROM THE TEXAS PARKS AND WILDLIFE DEPARTMENT LOCAL PARKS NON-URBAN OUTDOOR RECREATION GRANT PROGRAM.

WHEREAS, on November 21, 2019, the City Council of the City of Brenham, Texas (“Council”) approved Resolution No. R-19-034, which designated Crystal Locke as the City’s authorized individual relating to a grant application to the Texas Parks and Wildlife Department for the purpose of participating in the Local Parks Non-Urban Outdoor Recreation Grant Program (“Grant Program”); and

WHEREAS, on May 22, 2024, the City learned that it had been awarded a grant through the Grant Program; and

WHEREAS, Crystal Locke is no longer employed by the City, and a new authorized representative for matters relating to the Grant Program is required; and

WHEREAS, City Council desires to amend Resolution No. R-19-034 to designate Dane Rau as the new authorized representative;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Brenham, Texas that Council hereby amends Resolution No. R-19-034 to authorize Dane Rau to act for the City in all matters relating to the Grant Program.

PASSED AND APPROVED on this the 6th day of June 2024.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



City Council Regular Meeting
AGENDA ITEM 6.d

Agenda Item: Approve Resolution No. R-24-010 Amending Resolution No. R-24-003 Approving the Submission of a Grant Application to the Office of the Governor (OOG), Public Safety Office, Criminal Division for the FY25 Rifle-Resistant Body Armor Grant Program

Meeting Date: June 6, 2024

Department: Police

Staff Contact: Steven Eilert, Police Sergeant

SUMMARY STATEMENT:

Office of the Governor (OOG) is requesting an amendment be made on Resolution R-24-003. (OOG) request is to modify line 4 to reflect that only the Mayor is designated as the authorized official and to remove the Chief of Police. The new resolution will correct this wording.

ATTACHMENTS:

1. Resolution No. R-24-010 - Amending R-24-03

RECOMMENDATION:

Approve Resolution No. R-24-010 authorizing the amendment of Resolution No. R-24-003 authorizing the submission of a grant application to the Office of the Governor (OOG), Public Safety Office, Criminal Division for the FY25 Rifle-Resistant Body Armor Grant Program.

RESOLUTION NO. R-24-010

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS AMENDING RESOLUTION NO. R-24-003 APPROVING THE SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR CRIMINAL JUSTICE DIVISION FOR THE RIFLE-RESISTANT BODY ARMOR GRANT PROGRAM FY2025 TO DESIGNATE THE MAYOR AS THE AUTHORIZED OFFICIAL IN ALL MATTERS RELATED TO THE GRANT APPLICATION

WHEREAS, in response to the July 2016 shooting of police officers in Dallas, Texas, Senate Bill 12 was passed during the 85th Legislature's Regular Session; and

WHEREAS, when Texas Governor Greg Abbott signed Senate Bill 12 into law it authorized the Criminal Justice Division of the Governor's Office to create a grant program to assist agencies in the purchase of rifle-resistant body armor; and

WHEREAS, the Office of the Governor Criminal Justice Division is now taking applications for projects under this Program to increase the safety of Texas law enforcement officers; and

WHEREAS, on the 1st day of February 2024 the City Council of the City of Brenham approved Resolution No. R-24-003 authorizing City staff to prepare and submit a grant application to the Criminal Justice Division of the Office of the Governor for the Rifle-Resistant Body Armor Grant; and

WHEREAS, on April 27, 2024 the City was notified that Resolution No. R-24-003 needed to be amended to designate only the Mayor as the authorized official in matters pertaining to the grant application; and

WHEREAS, the City Council desires to amend Resolution No. R-24-003 as required by the Grant Manager administering the Rifle-Resistant Body Armor Grant Program;

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

1. That the City Council hereby authorizes the Police Department staff to submit a grant application to the Office of the Governor, Criminal Justice Division, for the Rifle-Resistant Body Armor Grant Program FY2025.
2. That the City Council agrees to provide applicable matching funds for the project as required by the Rifle-Resistant Body Armor Grant Program grant application.

3. That the City Council agrees that in the event of loss or misuse of the Office of the Governor funds, the City Council assures that the funds will be returned to the Office of the Governor in full.
4. The City Council designates the Mayor as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the City of Brenham, Texas.

PASSED AND APPROVED on this the 6th day of June 2024.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



City Council Regular Meeting **AGENDA ITEM 6.e**

Agenda Item: **Approve Final Payment for Project No. 2021-06-A to Dudley Construction, LLC in the Amount of \$56,610.04 for the 2022 Sanitary Sewer Improvements-Stone Hollow and Industrial Boulevard Lift Station Replacements and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Date: June 6, 2024

Department: Public Utilities

Staff Contact: Shawn Bolenbarr, Public Utilities Project Manager

SUMMARY STATEMENT:

On February 16, 2023, City Council awarded Project # 66C-54C (2022 Sanitary Sewer Improvements- Stone Hollow Lift Station Replacement) to Dudley Construction, LLC. This project consisted of constructing a new 1,500 gallon-per-minute triplex pumping station with electrical controls, Supervisory Control and Data Acquisition (SCADA) integration, a quick connect for a portable emergency generator, gravity sewer and force main connections. The total value of the contract is \$1,132,200.75.

A final walk through for the project has been conducted by City staff and Strand Associates staff and based upon our inspection, we have determined that all components were installed correctly and are working properly. The attached documentation shows that the contractor has met all financial obligations.

ATTACHMENTS:

1. Letter of Recommendation for Final Payment

RECOMMENDATION:

Approve final payment for Project No. 2021-06-A to Dudley Construction, LLC in the amount of \$56,610.04 for the 2022 Sanitary Sewer Improvements-Stone Hollow Lift Station Replacement and authorize the Mayor to execute any necessary documentation.



Strand Associates, Inc.®
1906 Niebuhr Street
Brenham, TX 77833
(P) 979.836.7937
www.strand.com

May 22, 2024

Mr. Shawn Bolenbarr
City of Brenham
200 West Vulcan Street
Brenham, TX 77833

Re: 2022 Sanitary Sewer Improvements
Stone Hollow and Industrial Boulevard Lift Station Replacements
City of Brenham Project No. 2021-06-A
City of Brenham, Texas (OWNER)

Dear Mr. Bolenbarr:

In accordance with Article 15.06 of the General Conditions, this letter serves as our recommendation of final payment for City of Brenham Project No. 2021-06-A. Enclosed is a copy of the final Application for Payment and accompanying documentation in accordance with the Contract Documents, including consent of the surety company to final payment, an affidavit of payment of debt and claims, and final lien waivers. A record of all project submittals, operation and maintenance manuals, and warranties will be sent separately because of their file size. Based upon our observation of the Work during construction and our review of the final Application for Payment and accompanying documentation, it appears the Work has been satisfactorily completed. Therefore, we recommend final payment of the amount indicated in the enclosed final Application for Payment.

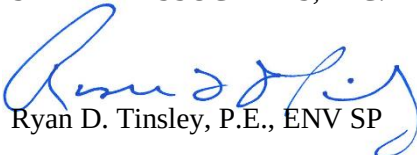
Furthermore, in accordance with Article 15.06 the General Conditions and in support of our recommendation of payment of the final Application for Payment, this letter also provides our written notice to OWNER and CONTRACTOR (by copy of this letter) that the Work is acceptable, subject to stated limitations in this notice and to the provisions of Article 15.07 of the General Conditions.

The Preliminary Certificate of Substantial Completion fixed the Substantial Completion date at April 4, 2024, and established the Correction Period for the Work, as defined in Article 15.08 of the General Conditions. A review of the Work will be scheduled with OWNER during the Correction Period, or within 1 year of the date of Substantial Completion, whichever occurs first, to evaluate the Work for items that may require correction under the terms of the Contract.

Please call 979-836-7937 if there are any questions.

Sincerely,

STRAND ASSOCIATES, INC.®



Ryan D. Tinsley, P.E., ENV SP

Enclosures

c/enc: Matt Yentz, Strand Associates, Inc.®
Michael Ham, Dudley Construction, LLC.

TBPE No. F-8405
TBPLS No. 10030000

3900.253\LGARDT:cdg\R:\BRE\Documents\Specifications\Archive\2023\Brenham, City of\3900.253.2021-06-A.RDT(16) Specification Letters(h) Final Payment and Notice of Acceptability of Work\05222024.docx

APPLICATION FOR PAYMENT NO. 10

TO OWNER: CITY OF BRENHAM, 200 WEST VULCAN, BRENHAM, TEXAS 77833

FROM CONTRACTOR: DUDLEY CONSTRUCTION, LLC

PROJECT: 2022 SANITARY SEWER IMPROVEMENTS - STONE HOLLOW AND INDUSTRIAL BOULEVARD LIFT STATION REPLACEMENTS

STRAND PROJECT NO. 3900.253

CONTRACT AWARDED: February 16, 2023

PERIOD FROM: February 17, 2024

CONST. TIME ALLOTTED (Days): 375

NOTICE TO PROCEED: March 18, 2023

PERIOD TO: April 10, 2024

TIME USED (Days): 389

ITEM	BASE BID A	CONTRACT QUANTITY	UNIT	PREVIOUS PERIOD	CURRENT PERIOD	TOTAL	UNIT PRICE	TOTAL VALUE OF WORK COMPLETED
ITEM #1 - MOBILIZATION								
1.01	Mobilization (Not to exceed 10 percent of total contract price excluding mobilization).	1	LS	1	0	1	\$ 36,000.00	\$ 36,000.00
ITEM #2 - TRIPLEX LIFT STATION, FORCE MAIN, SANITARY SEWER, MANHOLES, ELECTRICAL, FENCING, DRIVEWAY AND RETAINING WALL								
WET WELL								
2.01	Excavation & Hauloff For Wet Well - Install	1	LS	1	0	1	\$ 105,500.00	\$ 105,500.00
2.02	Wet Well Foundation	1	LS	1	0	1	\$ 12,500.00	\$ 12,500.00
2.03	Concrete Wet Well - Furnish	1	LS	1	0	1	\$ 135,000.00	\$ 135,000.00
2.04	Concrete Wet Well - Install	1	LS	1	0	1	\$ 75,000.00	\$ 75,000.00
2.05	Lift Station Concrete Top	1	LS	1	0	1	\$ 13,500.00	\$ 13,500.00
2.06	Pumps, Wet Well Hatch, Guide Rails, Floats, Float Hangers & Control Panel	1	LS	1	0	1	\$ 195,000.00	\$ 195,000.00
2.07	Pump & Wet Well Piping - Install	1	LS	1	0	1	\$ 15,872.00	\$ 15,872.00
ABOVE GROUND PIPING								
2.08	Ductile Iron Pipe, Fittings, Valves & Misc. Accessories	1	LS	1	0	1	\$ 75,000.00	\$ 75,000.00
2.09	Installation - Above Ground Piping	1	LS	1	0	1	\$ 35,000.00	\$ 35,000.00
2.10	Pipe Painting and Coating	1	LS	1	0	1	\$ 8,500.00	\$ 8,500.00
ELECTRICAL								
2.11	Mobilization	1	LS	1	0	1	\$ 11,430.00	\$ 11,430.00
2.12	Electrical Underground	1	LS	1	0	1	\$ 30,000.00	\$ 30,000.00
2.13	Fixtures & Devices	1	LS	1	0	1	\$ 20,000.00	\$ 20,000.00
2.14	Feeders	1	LS	1	0	1	\$ 15,000.00	\$ 15,000.00
2.15	Distribution Equipment	1	LS	1	0	1	\$ 40,700.00	\$ 40,700.00
2.16	Electrical Rack Structure	1	LS	1	0	1	\$ 7,500.00	\$ 7,500.00
SITE WORK & SITE CONCRETE								
2.17	Select Fill Installation at Site	1	LS	1	0	1	\$ 32,500.00	\$ 32,500.00
2.18	12" Retaining Wall & Footing	1	LS	1	0	1	\$ 38,103.00	\$ 38,103.00
2.19	10" Concrete Lift Station Pad	1	LS	1	0	1	\$ 14,788.00	\$ 14,788.00
2.2	Concrete Pipe Support	1	LS	1	0	1	\$ 2,527.00	\$ 2,527.00
2.21	18" Wide Concrete Flume	1	LS	1	0	1	\$ 8,147.00	\$ 8,147.00
2.22	6" Concrete Drive	1	LS	1	0	1	\$ 5,158.00	\$ 5,158.00
2.23	Fencing & Gates	1	LS	1	0	1	\$ 15,000.00	\$ 15,000.00

FORCE MAIN, SANITARY SEWER LINE WORK AND MANHOLES								
2.24	Force Main - Furnish	1	LS	1	0	1	\$ 12,500.00	\$ 12,500.00
2.25	Force Main - Install	1	LS	1	0	1	\$ 8,500.00	\$ 8,500.00
2.26	Paving Repair at Force Main Construction	1	LS	1	0	1	\$ 6,000.00	\$ 6,000.00
2.27	Sanitary Sewer Line Work - Furnish	1	LS	1	0	1	\$ 14,500.00	\$ 14,500.00
2.28	Sanitary Sewer Line Work - Install	1	LS	1	0	1	\$ 18,500.00	\$ 18,500.00
2.29	Manholes - Furnish	1	LS	1	0	1	\$ 18,000.00	\$ 18,000.00
2.3	Manholes - Install	1	LS	1	0	1	\$ 11,500.00	\$ 11,500.00
2.31	Bypass Pumping	1	LS	1	0	1	\$ 12,775.00	\$ 12,775.00
ITEM #3 - DECOMMISSION OF EXISTING LIFT STATION								
3.01	Decommission Existing Stone Hollow Lift Station	1	LS	1	0	1	\$ 9,500.00	\$ 9,500.00
ITEM #4 - EXCAVATION AND TRENCH SAFETY								
4.01	Provide Lift Station Shoring	1	LS	1	0	1	\$ 35,500.00	\$ 35,500.00
4.02	Provide Manhole Shoring	2	EA	2	0	2	\$ 1,186.00	\$ 2,372.00
4.03	Linework Trench Safety	376	LF	376	0	376	\$ 3.00	\$ 1,128.00
ITEM #5 - TRAFFIC CONTROL								
5.01	Traffic Control For Force Main Construction	1	LS	1	0	1	\$ 7,500.00	\$ 7,500.00
5.02	Traffic Control For Concrete Drive Apron	1	EA	1	0	1	\$ 1,500.00	\$ 1,500.00
ITEM #6 - EROSION CONTROL, SITE RESTORATION, SEEDING AND CLEANUP								
6.01	Install Erosion Control Measures	1	LS	1	0	1	\$ 2,500.00	\$ 2,500.00
6.02	Site Restoration and Seeding	1	EA	1	0	1	\$ 3,500.00	\$ 3,500.00
6.03	Cleanup and Erosion Control Removal	1	EA	1	0	1	\$ 1,500.00	\$ 1,500.00
ITEM #7 - CASH ALLOWANCE FOR MATERIALS TESTING								
7.01	Materials Testing	1	LS	1	0	1	\$ 11,495.75	\$ 11,495.75
ITEM #8 - CHANGE ORDER NO. 1								
1a	Adjusted Force Main Alignment	1	LS	1	0	1	\$ 5,705.00	\$ 5,705.00
Original Contract:		\$ 1,130,000.00		Value of Work Performed to Date		\$ 1,132,200.75		
Plus Additions:		\$ 5,705.00		Plus Materials Stored at Close of Period		\$ -		
Less Deductions:		\$ 3,504.25		Net Amt Earned to Date		\$ 1,132,200.75		
Adjusted Contract:		\$ 1,132,200.75		Less 5% Retainage		\$ -		
				Subtotal		\$ 1,132,200.75		
				Less Previous Pay Applications		\$ 1,075,590.71		
				Amount Due this Application		\$ 56,610.04		

AFFIDAVIT & CERTIFICATION OF PAY APPLICATION BY CONTRACTOR

STATE OF TEXAS
COUNTY OF WASHINGTON

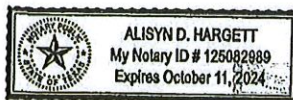
WHEREAS, the undersigned, MICHAEL HAM, who being duly sworn, on oath, says that he is the legal representative of Dudley Construction, LLC., has been employed by City of Brenham to furnish labor and materials for the installation of the 2022 Sanitary Sewer Improvements - Stone Hollow Lift Station Replacements project in Brenham, Texas.

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

BY: *Michael Ham* DATE: 04/09/2024
DUDLEY CONSTRUCTION, LLC
PRINTED NAME: MICHAEL HAM TITLE: SR. PROJECT MANAGER

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 9th DAY OF April, 2024

Alisyn Hargett
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS.



RECOMMENDED BY: *[Signature]* DATE: 4/10/2024
STRAND ASSOCIATES, INC.®

APPROVED BY: _____ DATE: _____
CITY OF BRENHAM, TEXAS

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

OWNER	☐
CONTRACTOR	☐
SURETY	☐
OTHER	☐

AIA DOCUMENT G707 A

Bond #4463632

PROJECT: 2022 Sanitary Sewer Improvements, Stone Hollow and Industrial Boulevard Lift Station Replacements; Contract No. 2021-06-A; City of Brenham, Texas
(name, address)

TO: (Owner)

City of Brenham
200 Wet Vulcan Street
Brenham, Texas 77833

ARCHITECT PROJECT NO:
CONTRACT FOR: \$ \$1,132,200.75

CONTRACT DATE: ON OR ABOUT February 2023

CONTRACTOR: Dudley Construction, LLC.

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

SureTec Insurance Company, 9500 Arboretum Boulevard, Suite 400, Austin, Texas 78759
, SURETY,
on bond of

Dudley Construction, LLC, 11370 State Highway 30, College Station, Texas 77845

, CONTRACTOR,
hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to

City of Brenham, 200 Wet Vulcan Street, Brenham, Texas 77833

, OWNER,
as set forth in the said Surety's bond.

IN WITNESS WHEREOF,
the Surety has hereunto set its hand this 11th Day of April 2024


Attest: Zoe Wardlow, Commercial Lines Apprentice
(Seal):

SureTec Insurance Company
Surety


Signature of Authorized Representative

Dennis M. Descant, Jr., Attorney-In-Fact
Title

AIA DOCUMENT G707 - CONSENT OF SURETY COMPANY TO FINAL PAYMENT, - April 1970 EDITION AIA®
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- ONE PAGE

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Jeffrey L. Brady, Dennis M. Descant, Jr., Cheryl A. Sanders, Michael Inman, Timothy John Brady

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

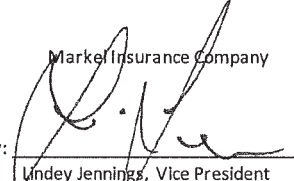
IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 17th day of September, 2021.

SureTec Insurance Company

By: 
Michael C. Keimig, President



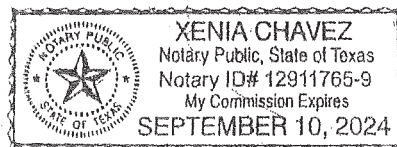
Markel Insurance Company

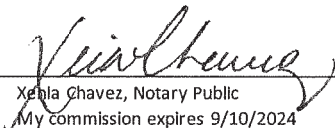
By: 
Lindsey Jennings, Vice President

State of Texas
County of Harris:

On this 17th day of September, 2021 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

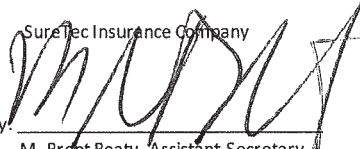


By: 
Xenia Chavez, Notary Public
My commission expires 9/10/2024

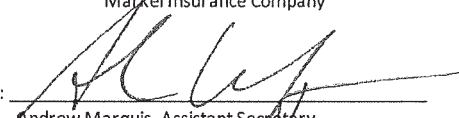
We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 11th day of April, 2024.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: 
Andrew Marquis, Assistant Secretary

Any Instrument Issued in excess of the penalty stated above is totally void and without any validity. 4221073
For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.

SureTec Insurance Company

IMPORTANT NOTICE

Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9500 Arboretum Blvd., Suite
400
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-
9104
Fax#: 512-490-1007
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

AFFIDAVIT OF PAYMENT OF DEBT AND CLAIMS

STATE OF TEXAS:

COUNTY OF BRAZOS:

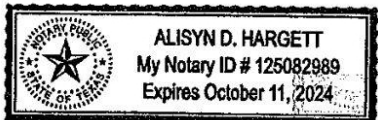
Personally, before me the undersigned authority, on this day appeared Michael Ham, who being duly sworn, on oath, says that he is the legal representative of DUDLEY CONSTRUCTION, LLC., and that the contract for construction of the project, designated as the City of Brenham Stone Hollow Lift Station Replacement, has been completed in accordance with the Plans and Specifications and Contract Documents and that all bill for materials, apparatus, fixtures, machinery, and labor used in connection with the construction of this project have, to the best of his knowledge, been paid.

Exceptions: CC Electric - \$11,713.00 (Retainage Due Upon Receipt Of Final Payment)

BY: _____

Representative for the Contractor

SWORN TO AND SUBSCRIBED BEFORE ME this the 29th day of March 2024



Alisyn Hargett

Notary Public in and for
Brazos County, Texas

My commission expires October 11, 2024

NOTICE:

THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. IT IS PROHIBITED FOR A PERSON TO REQUIRE YOU TO SIGN THIS DOCUMENT IF YOU HAVE NOT BEEN PAID THE PAYMENT AMOUNT SET FORTH BELOW. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project: STONE HOLLOW LIFT STATION

Job No.: _____

The signer of this document has been paid in full for all labor, services, equipment, or materials furnished to the property or to CC ELECTRIC LLC at 108 E AIRLINE DR., BRENHAM, TX 77833 (location) to the following extent: Electrical Supplies.

The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date 5-14-24

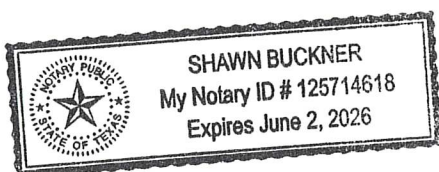
DEALERS ELECTRICAL SUPPLY CO.

By: *Dana Petersen*
Credit Manager

STATE OF TEXAS
COUNTY OF MCLENNAN

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Dana Petersen, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of said Dealers Electrical Supply Co., a corporation, or its successors, and that he/she executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity stated.

Given under my hand and seal of office, this the 14th day of May, 2024.



Shawn Buckner
Notary Public, State of Texas

My Commission expires: 6/2/26



City Council Regular Meeting
AGENDA ITEM 6.f

Agenda Item: Approve Change Order No. 1 and Final Payment to TGS Sports LLC in the Amount of \$53,323.50 for the Hohlt Park Synthetic Turf Improvement Project and Authorize the Mayor to Execute any Necessary Documentation

Meeting Date: June 6, 2024

Department: Public Works

Staff Contact: Dane Rau, Director of Public Works

SUMMARY STATEMENT:

The turf field conversion has been completed and is being enjoyed by many. City staff, TGS Sports and CEI Engineering have completed the punch list, and training on maintenance has been conducted. We are very proud of these fields, and they have already proven themselves by eliminating rainouts and providing additional use for both baseball and softball. The contractor was excellent to work with and with the weather conditions that they were dealt with, completed the projects 1 day prior to a major tournament playing on them.

We are ready to make a final payment to TGS Sports LLC in the amount of \$53,323.50 to complete this project. There was one change order, which was a deductive change order in which \$30,000 of contingency was not used and was credited back to the City. This made the total contract with TGS Sports LLC come in at \$1,066,470, \$30,000 below the awarded amount of \$1,096,470.

ATTACHMENTS:

1. Change Order No. 1 and Final Payment - TGS Sports, LLC

RECOMMENDATION:

Approve Change Order No. 1 and Final Payment to TGS Sports LLC in the amount of \$53,323.50 for the Hohlt Park Synthetic Turf Improvement Project and authorize the Mayor to execute any necessary documentation.

TGS Sports LLC

4410 W Vickery Blvd
Suite 100
Fort Worth TX 76107
(817)349-8050

INVOICE

Project:

Hohlt Park Synthetic Turf
2425 N. Park St
Brenham, TX 77833

Bill to:

City of Brenham
PO Box 1059
Brenham, TX 77834

Invoice number: 23404-5**Invoice date:** 3/22/24**Terms:**

Our JobId: 23404	Application number: 5	Period: 3/1/24 - 3/22/24	Your order number:
-------------------------	------------------------------	---------------------------------	---------------------------

1. ORIGINAL CONTRACT SUM	1,096,470.00
2. Net change by Change Orders	-30,000.00
3. CONTRACT SUM TO DATE	1,066,470.00
4. TOTAL COMPLETED & STORED TO DATE	1,066,470.00
5. RETAINAGE:	
a. 0.0 % of Completed Work	0.00
b. 0.0 % of Stored Material	0.00
Total Retainage	0.00
6. TOTAL EARNED LESS RETAINAGE	1,066,470.00
7. PREVIOUS CERTIFICATES	1,013,146.50
8. CURRENT PAYMENT DUE	53,323.50
9. BALANCE TO FINISH, PLUS RETAINAGE	0.00

Unpaid previous applications: 0.00

Due date: 4/22/24**Total amount due:** 53,323.50

Change Order Summary		Additions	Deductions
<i>Previous billing periods:</i>		0.00	0.00
Approved this billing period:			
1	3/22/24 Unused Allowance		30,000.00
Net change by Change Orders:		-30,000.00	

Richard Scoggin

Digitally signed by Richard Scoggin
DN: E=rscoggin@ceieng.com, CN=Richard Scoggin, OU=Users, OU=Texas, OU=CEI_Users, DC=ceibvl, DC=ceieng, DC=com
Date: 2024.03.26 15:41:52-05'00'

From: TGS Sports LLC
 JobId: 23404 Hohit Park Synthetic Turf
 2425 N. Park St
 Brenham, TX 77833

Page no: 2
 Application no: 5
 Application date: 3/22/24
 Period to: 3/22/24
 Architect's Project No:

A	B	C	D	E	F	G	H	I	
Item No.	Description of Work	Scheduled Value	----- Work Completed Previous Application	----- This Period	Materials Stored (not in D or E)	Total Completed and Stored to Date (D+E+F)	% (G/C)	Balance to Finish (C-G)	Retainage
1	Mobilization	21,900.00	21,900.00	0.00	0.00	21,900.00	100	0.00	1,095.00
2	P&P Bonds	19,600.00	19,600.00	0.00	0.00	19,600.00	100	0.00	980.00
3	Access Roads	23,300.00	23,300.00	0.00	0.00	23,300.00	100	0.00	1,165.00
4	Silt Fence Installation	19,200.00	19,200.00	0.00	0.00	19,200.00	100	0.00	960.00
5	Excavation and Grading	105,400.00	105,400.00	0.00	0.00	105,400.00	100	0.00	5,270.00
6	Chemical Injection	117,800.00	117,800.00	0.00	0.00	117,800.00	100	0.00	5,890.00
7	Drainage System	107,400.00	107,400.00	0.00	0.00	107,400.00	100	0.00	5,370.00
8	Concrete Skirt	8,470.00	8,470.00	0.00	0.00	8,470.00	100	0.00	423.50
9	Rubber Curb	36,400.00	36,400.00	0.00	0.00	36,400.00	100	0.00	1,820.00
10	Athletic Equipment	22,600.00	22,600.00	0.00	0.00	22,600.00	100	0.00	1,130.00
11	Liner	72,600.00	72,600.00	0.00	0.00	72,600.00	100	0.00	3,630.00
12	Filter Rock	128,400.00	128,400.00	0.00	0.00	128,400.00	100	0.00	6,420.00
13	Synthetic Turf	302,400.00	302,400.00	0.00	0.00	302,400.00	100	0.00	15,120.00
14	Electrical	21,600.00	21,600.00	0.00	0.00	21,600.00	100	0.00	1,080.00
15	Topsoil & Sod	49,800.00	49,800.00	0.00	0.00	49,800.00	100	0.00	2,490.00
16	Fencing Repairs	9,600.00	9,600.00	0.00	0.00	9,600.00	100	0.00	480.00
17	Allowance	30,000.00	0.00	30,000.00	0.00	30,000.00	100	0.00	1,500.00

From: TGS Sports LLC
 JobId: 23404 Hohlt Park Synthetic Turf

Page no: 3
 Application no: 5

A	B	C	D	E	F	G	H	I
Item No.	Description of Work	Scheduled Value	Work Completed Previous Application	Work Completed This Period	Materials Stored (not in D or E)	Total Completed and Stored to Date (D+E+F)	Balance to Finish (C-G)	Retainage
18	Change Order 1 Unused Allowance	-30,000.00	0.00	-30,000.00	0.00	-30,000.00	0.00	-1,500.00
	Totals	1,066,470.00	1,066,470.00	0.00	0.00	1,066,470.00	0.00	53,323.50

To Owner: City of Brenham Attn: Dane Rau 200 W. Vulcan Brenham, TX 77833 Phone #: 979-337-7407	Contract For: City of Brenham Hohlt Park Complex Synthetic Turf on Four Fields	Date: 03/22/2024	
Contractor: TGS Sports LLC. 4410 W. Vickery Blvd Suite 103 Fort Worth, Texas 76107 Phone #: 682-309-9884	Engineer: Jeff Bresee, P.E. CEI Engineering Assc. Inc. 3030 LBJ Freeway Suite 100 Dallas, TX 75234 Phone #: 817-507-8305	Location: City of Brenham Hohlt Park 2425 North Park St. Brenham, TX 77833	
		Change Order No.: 1	
You are hereby requested to comply with the following changes from the contract plans and specifications:			
Item	Description of Changes-Quantities, Unit prices, Change in Completion Schedules, Etc.	Decrease in Contract Price	Increase in Contract Price
1.	Deduction of (\$30,000.00) on final pay application due to Contingency Fund not being used during project.	(\$30,000.00)	\$0

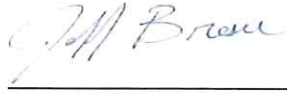
	Change Order No.: 1
Contract Price: \$1,096,470.00	Contract Substantial Completion Date:
Previous Change Orders No. to No. \$0.00	Days added for this change Order: 0
Amount of this Change Order: (\$30,000.00)	Days added total, all changes: 0
Contract Price prior to this Change Order: \$1,096,470.00	Current Substantial Completion Date: 02/13/2024
Contract Price after this Change Order: \$1,066,470.00	

RECOMMENDED:

Engineer: CEI Engineering Associates Inc.

By: Jeff Bresee, P.E.

Signature:

Handwritten signature of Jeff Bresee in blue ink, written over a horizontal line.

ACCEPTED:

Contractor: TGS Sports LLC.

By: Hector Puentes

Signature

Handwritten signature of Hector Puentes in blue ink, written over a horizontal line.

APPROVED:

Owner: City of Brenham, Texas

By: Dane Rau

Signature:

Handwritten signature of Dane Rau in blue ink, written over a horizontal line.

AIA® Document G704® – 2017

Certificate of Substantial Completion

PROJECT: <i>(name and address)</i> Hohlt Park Synthetic Turf Improvement Project 2424 N Park ST Brenham TX 77833	CONTRACT INFORMATION: Contract For: General Construction Date: October 23rd, 2023	CERTIFICATE INFORMATION: Certificate Number: 001 Date: March 4th, 2024
OWNER: <i>(name and address)</i> City of Brenham 200 W Vulcan Brenham TX 77833	ARCHITECT: <i>(name and address)</i> CEI Engineering 3030 Lyndon B Johnson Fwy Suite 920 Dallas TX 75234	CONTRACTOR: <i>(name and address)</i> TGS Sports LLC 4410 W Vickery Blvd Suite 103, Fort Worth TX 76107

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.

(Identify the Work, or portion thereof, that is substantially complete.)

NONE

CEI Engineering
ARCHITECT *(Firm Name)*


Richard Scoggin
SIGNATURE

Richard Scoggin, PM
PRINTED NAME AND TITLE

February 13th, 2024
DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

N/A

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:

(Identify the list of Work to be completed or corrected.)

N/A

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within N/A (N/A) days from the above date of Substantial Completion.

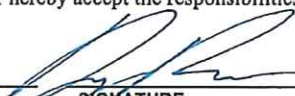
Cost estimate of Work to be completed or corrected: \$N/A

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

N/A

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

TGS Sports LLC CONTRACTOR <i>(Firm Name)</i>	 SIGNATURE	Diego Puentes, General Manager PRINTED NAME AND TITLE	03-05-2024 DATE
City of Brenham OWNER <i>(Firm Name)</i>	 SIGNATURE	Dane Ran Public Works Dir. PRINTED NAME AND TITLE	03-12-2024 DATE

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User Notes:

(3B9ADA2B)

1

AIA® Document G706® – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: <i>(Name and address)</i> Hohlt Park Synthetic Turf Improvement Project 2424 N Park ST Brenham TX 77833	ARCHITECT'S PROJECT NUMBER: RFP - 23-006	OWNER: ☒ ARCHITECT: ☒ CONTRACTOR: ☐ SURETY: ☐ OTHER: ☐
TO OWNER: <i>(Name and address)</i> City of Brenham 200 W Vulcan Brenham TX 77833	CONTRACT FOR: General Construction CONTRACT DATED: October 23rd, 2023	

STATE OF: TEXAS
COUNTY OF: TARRANT

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:
NONE

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment ☐ Yes ☒ No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*

TGS Sports LLC
4410 W Vickery Blvd Suite 103,
Fort Worth TX 76107

BY:


(Signature of authorized representative)

Diego Puentes, General Manager
(Printed name and title)

Subscribed and sworn to before me on this date: 3/7/24


Notary Public:
My Commission Expires:

03/23/2028



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User Notes:

(3B9ADA42)



AIA® Document G706®A – 1994

Contractor's Affidavit of Release of Liens

PROJECT: <i>(Name and address)</i> Hohlt Park Synthetic Turf Improvement Project 2424 N Park ST, Brenham TX 77833	ARCHITECT'S PROJECT NUMBER: RFP - 23-006	OWNER: ☒
TO OWNER: <i>(Name and address)</i> City of Brenham 200 W Vulcan Brenham TX 77833	CONTRACT FOR: General Construction CONTRACT DATED: October 23rd, 2023	ARCHITECT: ☒ CONTRACTOR: ☐ SURETY: ☐ OTHER: ☐

STATE OF: TEXAS
COUNTY OF: TARRANT

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:
NONE

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

TGS Sports LLC
4410 W Vickery Blvd Suite 103,
Fort Worth TX 76107

BY:

(Signature of authorized representative)

Diego Puentes, General Manager
(Printed name and title)

Subscribed and sworn to before me on this date: 03/07/24

Notary Public:

My Commission Expires:

03/23/2028



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User Notes:

(3B9ADA4D)



Fort Worth TX, March 4th, 2024.

**Re: Completion of Discrepancies for the Hohlt Park
Synthetic Turf Improvements Project .**

City of Brenham,
200 W Vulcan,
Brenham TX 77833.

TGS Sports has completed all items listed on the punch list created on the Substantial
Completion date of February 13th, 2024.

Sincerely,

A handwritten signature in blue ink, appearing to read "Diego Puentes", written over a horizontal line.

Diego Puentes,
General Manager.



City Council Regular Meeting **AGENDA ITEM 7**

Agenda Item: Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending Chapter 28, Impact Fees, of the Code of Ordinances of the City of Brenham, Texas

Meeting Date: June 6, 2024

Department: Development Services

Staff Contact: Stephanie Doland, Director of Development Services

SUMMARY STATEMENT:

On May 4, 2023 the Brenham City Council approved a Professional Services Agreement with Strand Associates, Inc. to perform an Impact Fee Study in accordance with Chapter 395 of the Texas Local Government Code. Impact fees for water, wastewater and roadways were evaluated to help finance infrastructure improvements needed in response to growth and new development. Impact fees reduce the economic burden on existing citizens by sharing development costs associated with new development. Following the Council's approval of the Capital Improvements and Land Use Assumptions on December 7th, 2023, a Public Hearing on the imposition of impact fees on new development was held on February 1, 2024. During the Council meeting on February 15, 2024, Council unanimously voted to uphold the recommendation of the Capital Improvements Advisory Committee (CIAC) and adopted the following:

- Impact Fees for Water at ninety percent (90%) the Maximum Assessable Rate;
- Impact Fees for Wastewater at twenty percent (20%) the Maximum Assessable Rate; and
- To accept the results of the Roadway Impact Fee Study and not to adopt an Impact Fee for Roadways.

In accordance with Texas Local Government Code 395.051, the Ordinance adopting impact fees was passed and approved on February 22, 2024, and the Ordinance effective date was set as July 1, 2024. The complete Impact Fee Study as prepared by Strand Associates, Inc. is available on the City of Brenham website.

In the three months since the adoption of the Impact Fee Ordinance, City Staff has reviewed development in various stages of completion, met with members of the development community, researched additional municipalities with adopted impact fees, and further defined the best practices pertaining to the implementation of impact fees for residential, multiple-family, commercial and industrial uses. To further clarify how to administer the previously adopted Impact Fee Ordinance, staff recommends amending

the Ordinance. Included in the attached draft Ordinance is additional language which, in summary clarifies the following.

- The 1-year grandfathering period for platted properties shall apply to all subdivision plats currently in review by the Development Services Department
- No impact fees shall be charged for services utilized only to provide fire protection
- No impact fees shall be charged for residential irrigation meters which are a sub-meter to the main meter
- Irrigation meters that are 1.5" or greater shall be assessed an impact fee for water
- No impact fees shall be charged for development on properties which are determined to be a legal lot of record
- Granting a credit for properties relocating as a result of the TXDOT clover leaf (US 290/SH 36) reconstruction
- How impact fees are assessed in conjunction with the Subdivision Ordinance pertaining to platting

ATTACHMENTS:

1. Impact Fee Ordinance - 1st Reading

RECOMMENDATION:

Approve an ordinance on its first reading amending Chapter 28, Impact Fees, of the Code of Ordinances of the City of Brenham, Texas.

ORDINANCE NO. O-24-__

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS AMENDING CHAPTER 28, IMPACT FEES, OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS ADOPTING STANDARDS PERTAINING TO THE IMPLEMENTATION OF IMPACT FEES WITHIN THE CITY LIMITS AND THE BRENHAM EXTRA-TERRITORIAL JURISDICTION (ETJ) IN ACCORDANCE WITH CHAPTER 395 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING FOR A REPEALER AND SAVINGS CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 395 of the Texas Local Government Code (“the Statute”) authorizes the City to enact impact fees as charges or assessments imposed against new development in order to generate revenue for recouping the costs of capital improvements necessitated by the new development; and

WHEREAS, on May 4, 2023 the City Council authorized the preparation of an Impact Fee Study (“Study”) by a qualified engineer, Strand Associates, Inc. which is on file and available in the City Secretary’s Office; and

WHEREAS, on July 13, 2023 the City Council appointed the Capital Improvements Advisory Committee pursuant to the Statute to review, advise and recommend the adoption of assessing impact fees in conjunction with the Study as conducted by Strand Associates, Inc.; and

WHEREAS, on December 7, 2023 the City Council, following procedures outlined in the Statute, passed Resolution R-23-044 adopting Land Use Assumptions and Water, Wastewater and Roadway Capital Improvement Plans for the designated service areas under which an impact fee may be imposed; and

WHEREAS, the Capital Improvements Advisory Committee (“CIAC”) filed its written comments and made its positive recommendation of the adoption of the proposed water, wastewater and roadway impact fees on January 24, 2024, before the date of the public hearing on the adoption of water, wastewater and roadway impact fees; and

WHEREAS, the recommendation of the CIAC and the adoption of water, wastewater and roadway impact fees were considered by the City of Brenham City Council during a public hearing held on February 1, 2024 at which all persons desiring to be heard were heard; and

WHEREAS, the City Council on February 22, 2024 adopted Chapter 28 – Impact Fees of the Code of Ordinances of the City of Brenham, Texas with an effective date of July 1, 2024, and now desires to adopt additional standards pertaining to the implementation of the previously adopted Impact Fees;

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

SECTION 1.

Chapter 28 – Impact Fees, Section 28-4 – Definitions of the Code of Ordinances of the City of Brenham, Texas, is hereby amended to include the additional definitions as specified below. All existing definitions contained in the existing ordinance shall remain and be reordered in alphabetical order:

Sec. 28-4. – Definitions.

Abandon. Shall mean a structure, property or development that once contained a habitable structure with a certificate of occupancy and water services which subsequently ceased occupancy and no longer actively uses water or sewer services as previously intended.

Legal Lot of Record. Shall mean a lot, the boundaries of which were established by a plat recorded in the office of the county clerk of Washington County, Texas before September 1, 1989, that has not been subdivided after September 1, 1989.

SECTION 2.

Chapter 28 – Impact Fees, Section 28-10 – Assessment of Impact Fees of the Code of Ordinances of the City of Brenham, Texas, is hereby amended to read as follows:

Sec. 28-10. – Assessment of Impact Fees.

1. No final plat for new development shall be released for recordation, and no building permit and/or plumbing permit shall be issued, without the assessment of applicable impact fees pursuant to this Chapter. Except as otherwise provided in this Chapter, no building permit and/or plumbing permit shall be issued until the owner has paid the applicable impact fees.
2. Following the lapse or expiration of an approved plat that was not recorded prior to its lapse or expiration, assessment of impact fees shall occur on the date the new final plat application is approved for recordation.
3. Impact fees shall not be assessed for new development on properties which are: 1) vacant; 2) do not contain a water service connection; and 3) which are determined by City Staff upon submittal of property records by the applicant, to be a legal lot of record as recorded in the Washington County Official Public Records.
4. For a new development which has received final plat approval before the Effective Date, assessment of impact fees shall occur on the Effective Date of this Chapter except as otherwise provided herein.
 - (a) Exception: Subdivision plats submitted for approval to the Development Services Department as of the Effective Date and not yet approved or recorded shall be eligible for the 1-year waiver of impact fees.

5. For a new development which has received final plat approval on or after the effective date, assessment of impact fees shall occur at the time of recordation of the final plat.
6. After assessment of the impact fees attributable to a new development, and/or in conjunction with the expansion or enlargement of a development in existence as of the effective date of this Chapter, additional impact fees or increases in fees may not be assessed against the tract unless the number of service units to be developed on the tract increases. In the event of the increase in the number of service units, the impact fees to be imposed are limited to the amount attributable to the additional service units. For all new development applications proposed to occur without a modification to the Subdivision Plat, assessment of required impact fees shall occur at the time of the building permit application.
7. For multiple-family residential, commercial, industrial and all non-residential uses, the effective service unit required shall be determined by a licensed engineer and approved by City Staff.
8. Irrigation meters that are a sub-meter to the main domestic meter shall not be assessed an impact fee for water or wastewater.
9. Irrigation meters that are 1.5-inches or greater shall be assessed an impact fee for water and shall not be assessed an impact fee for wastewater.
10. Impact fees for water or wastewater shall not be assessed for connections only utilized to provide fire protection.
11. Existing businesses abandoning their current location and relocating within the City of Brenham City Limits as a result of the Texas Department of Transportation State Highway 36/ US Highway 290 interchange reconstruction shall be exempt from the assessment of impact fees provided that property owners may exchange previously purchased connections for the equivalent number of service connections. Should the exchange of service connections results in an increase in the meter type and/or size as outlined in Table 1 and Table 2, the property owner shall be assessed the effective impact fee at the time of the new service connection based on the additional service units.

SECTION 3.

Chapter 28 – Impact Fees, Section 28-11 – Collection of Impact Fees of the Code of Ordinances of the City of Brenham, Texas, is hereby amended to read as follows:

Sec.28-11. – Collection of Impact Fees.

1. Impact fees shall be collected at the time of issuance of a building permit.
2. For a new development that received final plat approval before the Effective Date, impact fees may not be collected on any service unit for which a valid building permit is issued within one (1) year after the Effective Date of this Chapter; provided, however, such a service unit shall be subject to the collection of impact fees upon the submission of a subsequent application for a building permit if the subsequent building permit application is not issued within one (1) year after the Effective Date.

3. Impact fees shall be assessed and collected on all properties of which a modification to the subdivision plat or legal lot of record is required in conjunction with new development and as defined in Chapter 23 – Subdivisions of the Code of Ordinances, City of Brenham, Texas.

SECTION 4.

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

SECTION 5.

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

SECTION 6.

This Ordinance, upon passage, approval and publication as required by law, shall take effect on July 1, 2024.

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

PASSED and **APPROVED** on its second reading this the ____ day of June, 2024.

ATTEST:

Atwood C. Kenjura
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary



City Council Regular Meeting **AGENDA ITEM 8**

Agenda Item: Discuss and Possibly Act Upon the Allocation of Additional Funds for the Purchase of a Fire Truck for the Brenham Fire Department from Siddons Martin Emergency Group, LLC and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: June 6, 2024

Department: Finance

Staff Contact: Stacy Hardy, Finance Director

SUMMARY STATEMENT:

At the January 24, 2022 meeting, City Council approved the purchase of a new fire truck for \$880,358.00. This amount included a \$26,000.00 trade-in credit for Engine 4, a 2002 Ferrara pumper fire engine. At the time this purchase and trade-in were authorized, it was not feasible to keep Engine 4 along with the new fire truck at the current station. With the addition of Fire Station #2 in 2025, Engine 4 can now be retained as a reserve engine and housed at the new station. In addition to having a backup engine, this will benefit the City's ISO rating, which gives credit for the number of engines which are front-line in-service and in reserve. Having a reserve engine and the additional ISO credit points will both provide more benefit to the City and citizens than the small amount of trade-in credit we were to originally receive.

The new fire truck will be arriving in Brenham this week and payment will be due in the amount of \$906,358.00 (\$880,358.00 originally approved plus \$26,000.00 for the removal of the trade-in credit). The fire truck purchase is being paid for from 2022 bond proceeds and the additional amount of \$26,000.00 can be covered by accumulated interest earnings from these bond funds.

ATTACHMENTS:

1. Fire Engine Invoice - Siddons Martin

RECOMMENDATION:

Approve the allocation of additional funds in the amount of \$26,000.00 for the purchase of a fire truck for the Brenham Fire Department from Siddons Martin Emergency Group, LLC and authorize the Mayor to execute any necessary documentation.

Siddons-Martin Emergency Group, LLC**INVOICE**

3500 Shelby Lane
Denton, TX 76207
Phone#: 1-800-784-6806
Dealer License#: P115891



INVOICE #: 38310
DATE: 5/30/2024
PO#: 22-13393
SALESMAN:

BILL TO:

Brenham Fire Department
101 N. Chappell Hill Street
Brenham, TX 77833

Qty	Description	Per Unit	Total
1	2023 Pumper Truck	\$ 855,313.00	\$ 855,313.00
	4P1BAAGF1RA026580		\$ -
1	Loose Equipment	\$ 49,045.00	\$ 49,045.00
1	HGAC	\$ 2,000.00	\$ 2,000.00
			\$ -
			\$ -
	Total Net Price		\$ 906,358.00

Payment Mailing Address:
UPS/Fed Ex/USPS
1362 E. Richey Road
Houston, TX 77073

Payment Wiring Information:
PNC Bank
Pittsburg, PA 15219
Account# 1069899004
Routing# 043000096
Fed Tax ID# 27-4333590



City Council Regular Meeting **AGENDA ITEM 9**

Agenda Item: Discuss and Possibly Act Upon the Purchase of a Chevrolet Silverado 2500 for the City of Brenham's Gas Department Through The Interlocal Purchasing System (TIPS) and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: June 6, 2024

Department: Maintenance

Staff Contact: Stephen Draehn, Maintenance Supervisor

SUMMARY STATEMENT:

The Gas Department is seeking the Mayor and Council's approval to order one (1) Chevrolet Silverado 2500 equipped with a Knapheide Service Body for fiscal year 2024. This truck is used by the Gas Department as a work truck for day-to-day operations. The vehicle is in stock at the dealer with the service body already installed.

Staff were able to obtain quotes on the truck chassis and body from Lake Country Chevrolet on TIPS contract 200206 for Transportation Vehicles. The Interlocal Purchasing System (TIPS) is a National Cooperative Purchasing Program for use by member schools, colleges, universities, cities, counties, and other government entities in all 50 states as authorized by each entity's jurisdictional legal requirements. The purchase will be with TIPS vendor Lake Country Chevrolet. The purchase price of the Chevrolet Service Truck is \$65,501.25, which includes the truck chassis and the Knapheide Service Body. The truck is expected to be delivered one week after completion of the Purchase Order.

ATTACHMENTS:

1. Lake Country Chevrolet Quote

RECOMMENDATION:

Approve the purchase of one (1) Chevrolet Silverado 2500 from Lake Country Chevrolet for the amount of \$65,501.25 through The Interlocal Purchasing System (TIPS) and authorize the Mayor to execute any necessary documentation.



PRODUCT PRICING SUMMARY

TIPS USA 200206 TRANSPORTATION VEHICLES

VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951

End User: CITY OF BRENHAM

Prepared by: SETH GAMBLIN

Contact: _____

Phone: [512.436.1313](tel:512.436.1313)

Email: _____

Email: sgamblin.silsbeefleet@gmail.com

Product Description: CHEVRILET SILVERADO 2500

Date: May 13, 2024

A. Bid Item: _____

A. Base Price: \$ 43,909.00

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
CK20903	2024 SILVERADO 2500 REG CAB	\$ 3,944.75	Z82	TRAILERING PACKAGE	INC
	LWB / 8' BED 4WD	\$ 329.00	QXT	ALL TERAIRIN TIRES W/ SPARE	\$ 580.00
L8T	6.6L V8 GAS ENGINE	\$ -	VYU	UPPFITTERS PACKAGE	\$ 300.00
MKM	10 SPEED AUTOMATIC TRANS	\$ -	JL1	TRAILER BRAKE CONTROLLER	\$ 275.00
	POWER WINDOWS / LOCKS	\$ -	V46	CHROME BUMPERS	\$ 100.00
PCV	WT FLEET CONV PACKAGE	\$ 650.00	5N5	CAMREA KIT	\$ 73.00
	inc. POWER MIRRORS, KEYLESS		9L7	UPFITTER SWITCH KIT	\$ 150.00
	ENTRY, CRUISE				
KI4	POWER OUTLET 120V	\$ 225.00			
Total of B. Published Options:					\$ 6,626.75

Published Option Discount (5%) \$ (210.75)

C. \$= 29.7 %

Description	Bid Price	Options	Bid Price
		EXTERIOR- WHITE	
KNAPHEIDE UPFIT - CT00000415	\$ 13,903.00	INTERIOR- VINYL HG2	
SERVICE BODY			
HEADACH RACK WHITE	\$ 750.00		
RUNNING BOARDS BLACK	\$ 350.00	UNIT ON THE GROUND	
		1GB0YLE79RF302224	
FRONT AND REAR FLOOR LINERS	INC		
WEATHER TECH	INC		
Total of C. Unpublished Options:			\$ 15,003.00

D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ -

F. Contract Price Adjustment: _____

G. Additional Delivery Charge: 99 miles \$ 173.25

H. Subtotal: \$ 65,501.25

I. Quantity Ordered 1 x H = \$ 65,501.25

J. Trade in: \$ -

K. Total Purchase Price \$ 65,501.25



City Council Regular Meeting **AGENDA ITEM 10**

Agenda Item: Discuss and Possibly Act Upon Amendment No. 1 to the Professional Services Agreement Between the City of Brenham and Strand Associates Inc. for the Community Development Block Grant and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: June 6, 2024

Department: Public Works

Staff Contact: Dane Rau, Director of Public Works

SUMMARY STATEMENT:

On January 18, 2024, staff presented information to the Brenham City Council regarding the 2016 Flood Community Development Block Grant pertaining to Hogg Branch Creek. Information was presented, and it was decided that this project was not beneficial to the City of Brenham at the current time and focus would be put on the Hurricane Harvey 10 projects related to that grant. It was ultimately decided that we would halt the Hogg Branch Project and return expended funds to the GLO. We are currently working on getting reimbursed for those funds that were spent on services related to this grant.

With this decision we need to amend the Professional Services Contract with Strand Engineering to reflect that all services are no longer needed, change the value of the contract, and reflect what was actually completed and parallel the PSA with what was expensed.

Amendment No.1 outlines these changes and will button up and finalize the amended agreement with Strand Engineering.

ATTACHMENTS:

1. Amendment No. 1

RECOMMENDATION:

Approve Amendment No. 1 to the professional services agreement between the City of Brenham and Strand Associates Inc. for the Community Development Block Grant and authorize the Mayor to execute any necessary documentation.

**AMENDMENT NO. 1 TO THE CONTRACT
PROFESSIONAL ENGINEERING SERVICES FOR
MITIGATION PROJECTS
UNDER THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

This is Amendment No. 1 to the referenced Contract.

NOW, THEREFORE, the Parties agree to amend the Contract as follows:

Under **Part I. DEFINITIONS/INTERPRETIVE PROVISIONS/PROJECT DESCRIPTION**,

1.03 PROJECT, in the first paragraph, REPLACE GLO Contract No. TBD with "GLO Contract No. 22-082-023-D566."

1.04 REPORTING REQUIREMENTS, DELETE the last paragraph, **FINAL DOCUMENTATION:**, in its entirety.

Under **Part II. TERM**, REPLACE Item No. **2.22 EXTENT OF CONTRACT** in its entirety with the following:

"This Contract, which includes Parts I–VIII, and Attachments A–I represents the entire and integrated agreement between the Subrecipient and the Provider and supersedes all prior negotiations, representations or agreements, either written or oral."

Under **Part III. CONSIDERATION**, Item No. **3.01 CONTRACT LIMIT, FEES, AND EXPENSES**, CHANGE \$414,800 to "\$222,374.28."

In Attachment H, **TEXAS GENERAL LAND OFFICE ENGINEERING SCOPE OF WORK**,

Under **Initial Engineering and Design Support**, DELETE Items g and h.

Under **Engineering and Final Design Support**, DELETE Items d. and e.

DELETE the **Bid and Award Support** and **Contract Management and Construction Observation** sections in their entirety.

DELETE **Attachment I, Scope of Services**. REPLACE in its entirety with the revised Attachment I (Amendment No. 1).

“The Texas General Land Office Engineering Scope of Work is clarified as follows.

Scope of Services:

Project Description

The Scope of Services is to provide topographic survey, preliminary and final design, and assistance with easement acquisition for drainage improvement activities such as streambank stabilization, removal of debris and vegetation, and embankment protection. To accomplish this along Hogg Branch Creek, the streambanks will be armored with concrete slope paving. The total length of drainage improvements for the creek are approximately 6,530 linear feet.

Scope of Services

Grant Application Services

1. Assist with the development of grant applications, including preparation of the following:
 - a. Project maps providing project location and site plan
 - b. Opinions of probable construction cost
 - c. Project schedules
 - d. Beneficiary justification memorandum
 - e. Mitigation justification memorandum
2. Provide project information to be used by others as they perform environmental reviews.

General Requirements

1. Communicate, as needed, between Subrecipient and its service providers (Environmental, Contracted Construction Company, and Grant Administrator) and the GLO regarding the project.
2. Provide monthly project status updates to the Subrecipient.
3. Provide technical data to Grant Administrator for grant administration purposes.

Engineering and Design Support

1. Provide topographic survey for approximately 6,530 linear feet of Hogg Branch Creek in the City of Brenham, Texas.
2. Survey the location of overhead and underground utilities within survey limits as field marked through a Texas 811 locate request. Submit one Texas 811 request; additional requests and subsequent surveys will be considered additional services.
3. Hold a project kickoff meeting with Subrecipient and its Grant Administrator.
4. Prepare engineering drawings and technical specifications for streambank regrading, removal of debris and vegetation, and embankment protection.

5. Communicate with private utility owners regarding design and potential utility conflicts. Attend up to three meetings with utility owners.
6. Hire a geotechnical subconsultant to perform up to 12 soil borings and prepare geotechnical report identifying subsurface soil conditions and related design recommendations.
7. Perform hydrologic and hydraulic calculations for sizing of drainage facilities. Design storm to be in accordance with City Ordinances and Texas Department of Transportation (TxDOT) regulations.
8. Prepare one set of Bidding Documents using GLO-provided General Conditions, technical specifications, and engineering drawings.
9. Assist Subrecipient with obtaining rights of entry for survey.
10. Attend three progress meetings with Subrecipient at approximately 30, 60, and 90 percent completion.”

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOLLOWS

IN WITNESSETH WHEREOF, the parties have executed this Contract Amendment by causing the same to be signed on this _____ day of _____, _____.

SUBRECIPIENT:

PROVIDER:

CITY OF BRENHAM

STRAND ASSOCIATES, INC.®

Atwood C. Kenjura
Mayor

Date

 5/1/24
Joseph M. Bunker
Corporate Secretary

Date



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. for Engineering Services Related to Highway 105 Lift Station Improvements (Project No. 66C-20C) and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: June 6, 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-20C (Highway 105 Lift Station Improvements). 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 \$345,000.00.

The scope of work listed in this agreement is to provide design, bidding-related, and construction-related services for upgrades to the HWY 105 lift station. These services are further explained in detail in Attachment "A", Part A (Scope of Services) of the Agreement. This project will consist of replacing the existing lift station with a new 2,250 gallon-per-minute quadplex lift station with electrical controls, supervisory control and data acquisition integration (SCADA), a quick connect for a portable emergency generator, and connections of the existing sanitary sewers and force main.

ATTACHMENTS:

1. PSA Strand - Highway 105 Lift Station Improvements

RECOMMENDATION:

Approve a professional services agreement between the City of Brenham and Strand Associates, Inc. for engineering services related to Highway 105 Lift Station Improvements (Project No. 66C-20C) in an amount not to exceed \$345,000.00 and authorize the Mayor to execute any necessary documentation.

**PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
CITY OF BRENHAM
PROJECT NO. _____
HIGHWAY 105 LIFT STATION IMPROVEMENTS**

**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 replace and increase the capacity of the existing Highway 105 Lift Station, as further described in Part A of Attachment "A" (the "Project"); and

WHEREAS, the services of a professional engineering firm are necessary to provide land surveying, project planning, project design, preparation of construction documents, 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 will begin upon execution of this Agreement, which is anticipated the week of May 13, 2024. Services are scheduled for completion on January 1, 2026. 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 \$345,000, 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.[®]

 5/28/24
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. _____ HIGHWAY 105 LIFT STATION IMPROVEMENTS

Description of Project

The scope of services is to provide design, bidding-related, and construction-related services for the existing Highway 105 Lift Station Improvements. The Highway 105 Lift Station Improvements include construction of a 2,250 gallon-per-minute quadplex lift station with electrical controls, supervisory control and data acquisition integration, a quick connect for a portable emergency generator, and connections to the existing sanitary sewers and force main.

A. Design Services

1. Attend initial kickoff meeting with City and perform data collection.
2. Perform topographic field surveys of the existing lift station site and prepare background drawings. Topographic survey will include the location of overhead and marked underground utilities within survey limits as field marked through Texas 811 locate requests. Submit one iteration of Texas 811 locate requests; additional requests and subsequent surveys will be considered additional services.
3. Perform preliminary design of two alternate force main alignments to evaluate potential pumping and head conditions. Prepare an opinion of probable construction cost for both alignments to review with City. Attend a design review meeting with City and incorporate feedback, as appropriate. The force main is anticipated to be replaced in the future under a separate project. The lift station design will consider the pumping and head conditions associated with the existing force main alignment and the City's selected future force main alignment.
4. Perform a geotechnical investigation and prepare a geotechnical report for up to one bore up to a depth of 40 feet at the lift station site. The geotechnical report will evaluate subsurface soil conditions and provide design and construction considerations.
5. Prepare and submit 60 and 90 percent design drawings (including title sheet, index sheet, site plan, lift station details, electrical details, and standard detail sheets) in accordance with City standards, technical

specifications, bid form, and opinion of probable construction cost to review with City. Attend up to two design review meetings with City and incorporate feedback, as appropriate.

6. 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.
7. Review preliminary regulatory permit requirements for the Texas Department of Transportation (TxDOT) and Texas Commission of Environmental Quality (TCEQ) and meet with City to review. Prepare and submit TxDOT and TCEQ applications and assist with obtaining the permits.
8. Conduct a boundary survey of the proposed lift station site, prepare a plat with legal descriptions, and submit to City to review and to acquire the property in fee simple.

B. Bidding-Related Services

1. Distribute Bidding Documents through CivCast and submit Advertisement to newspaper of City's choice for publishing. City shall pay newspaper directly for advertising.
2. Attend the prebid meeting, answer questions, and prepare addenda during bidding, if necessary.
3. Attend bid opening, tabulate and analyze bid results, and assist City in the award of a Construction Contract.
4. Prepare up to two sets of Contract Documents for signature for the Construction Contract.

C. Construction-Related Services

1. Provide contract administration services including attendance at a preconstruction conference, review of contractor's shop drawing submittals, review of the contractor's periodic pay requests, attendance at construction progress meetings, periodic site visits, and participation in project closeout. Services are based on a 240-day construction schedule. Engineer's review of payment requests from contractor will not impose responsibility to determine that title to any of the work has passed to City free and clear of any liens, claims, or other encumbrances. Any such service by Engineer will be provided through an amendment to this Agreement.
2. Perform one iteration of construction staking. Additional iterations of construction staking will be considered additional services.

3. Provide a resident project representative for up to 280 hours of part-time observation of construction. Services are based on a 240-day construction schedule, which will be adjusted if the schedule is extended. 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 means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.
4. Provide record drawings in electronic format from information compiled from the contractor's records. Engineer is providing drafting services only for record drawings based on the records presented to Engineer by contractor and City. Engineer will not be liable for the accuracy of the record drawing information provided by contractor and City.

D. Services Not Provided

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

PART B—BASIS OF COMPENSATION AND REIMBURSABLE EXPENSES

CITY OF BRENHAM PROJECT NO. _____ HIGHWAY 105 LIFT STATION IMPROVEMENTS

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 the scope items described in Part A, on a lump sum basis, a total not to exceed \$345,000. Invoices for services and reimbursable expenses will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to the City by Engineer monthly.

ATTACHMENT "B"

INSURANCE

CITY OF BRENHAM
PROJECT NO. _____
HIGHWAY 105 LIFT STATION IMPROVEMENTS

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Strand Associates, Inc.
Brenham, TX United States

Certificate Number:
2024-1158352

Date Filed:
05/08/2024

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

City of Brenham

Date Acknowledged:

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

Strand Project No. 3900.285
Engineering Services for Highway 105 Lift Station Improvements

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

5 Check only if there is NO Interested Party.

☐

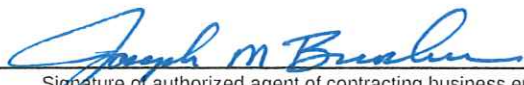
6 UNSWORN DECLARATION

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

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

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

Executed in Dane County, State of Wisconsin, on the 28 day of May, 2024.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



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. for Engineering Services Related to FY 2024 Water Main and Sanitary Sewer Replacements (Projects No. 64C-70C and 65C-57C) and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: June 6, 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.64C-70C (FY 2024 Water Main Replacements) and Project No. 65C-57C (FY2024 Sanitary Sewer Replacements). Please note that the engineering services for both projects will be covered by one Professional Services Agreement. 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 the Agreement, up to an amount not to exceed \$270,000.00.

The scope of services is to provide design, bidding, and construction related services for the replacement of approximately 5,760 LF of existing water main and approximately 3,530 LF of existing sanitary sewer. These services are further explained in detail in Attachment "A", Part A (Scope of Services) of the Agreement. Proposed water main replacements include 1,300 LF on Heritage Drive, 660 LF on Carriage Lane, 1,130 LF on Century Circle, 1,430 LF on Church Street, and 1,240 LF on West Mansfield Street. Proposed sanitary sewer replacements include 870 LF on Heritage Drive, 500 LF on Century Circle, 1,280 LF on Church Street, and 880 LF on South Blue Bell Road. Please note that the City of Brenham Street Department will be following the FY 2024 Water Main and Sanitary Sewer Replacements with a total street reconstruction.

ATTACHMENTS:

1. PSA Strand - 2024 Water Main & Sanitary Sewer Replacements

RECOMMENDATION:

Approve a professional services agreement between the City of Brenham and Strand Associates, Inc. for engineering services related to FY 2024 Water Main and Sanitary Sewer Replacements (Projects No. 64C-70C and 65C-57C) in an amount not to exceed \$270,000.00 and authorize the Mayor to execute any necessary documentation.

**PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
CITY OF BRENHAM
PROJECT NO. _____
FY 2024 WATER MAIN AND SANITARY SEWER REPLACEMENTS**

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 replace approximately 5,760 linear feet (LF) of existing water main and approximately 3,530 LF of existing sanitary sewer within the City, 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 May 13, 2024. Services are scheduled for completion on October 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 \$270,000, 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: Molly K. Goff, P.E.

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

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

SECTION X LIMIT OF APPROPRIATION

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

SECTION XI SUCCESSORS AND ASSIGNS

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

SECTION XII MODIFICATIONS

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

SECTION XIII ADDITIONAL SERVICES OF ENGINEER

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

SECTION XIV CONFLICTS OF INTEREST

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

SECTION XV PAYMENT TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

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

SECTION XVI INSURANCE

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

SECTION XVII MISCELLANEOUS PROVISIONS

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

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

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

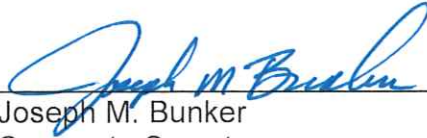
D. Engineer further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed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

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

EXECUTED on this _____ day of _____, 20____.

ENGINEER:

STRAND ASSOCIATES, INC.[®]

 5/28/24
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. _____ FY 2024 WATER MAIN AND SANITARY SEWER REPLACEMENTS

Description of Project

The Scope of Services is to provide design, bidding-, and construction-related services for the replacement of approximately 5,760 LF of existing water main and approximately 3,530 LF feet of existing sanitary sewer. Proposed water main replacements include approximately 1,300 LF on Heritage Drive (from East Stone Street to the cul-de-sac), 660 LF on Carriage Lane (from Heritage Drive to Century Circle), 1,130 LF on Century Circle (from Heritage Drive to the cul-de-sac), 1,430 LF on Church Street (from West Mansfield Street to West Stone Street), and 1,240 LF on Mansfield Street (from South Austin Street to South Market Street). Proposed sanitary sewer replacements include approximately 870 LF on Heritage Drive (from Carriage Lane to the cul-de-sac), 190 LF on Century Circle (from Carriage Lane to the Giddings Stone Mansion), 310 LF on Century Circle (in the cul-de-sac), 1,280 LF on Church Street (three segments, from West Mansfield Street to West Stone Street), and 880 LF on South Blue Bell Road (along frontage of Blue Bell Creameries).

A. Design Services

1. Attend initial kickoff meeting with City and perform data collection.
2. Perform topographic field surveys and prepare background drawings within existing street right-of-way. Topographic survey will include the location of overhead and marked underground utilities within survey limits as field marked through Texas 811 locate requests. Submit one iteration of Texas 811 locate requests; additional requests and subsequent surveys will be considered additional services.
3. Prepare and submit 60 percent and 90 percent design drawings (including title sheet, index sheet, plan and profile sheets, and standard detail sheets) in accordance with City standards, technical specifications, bid form, and opinion of probable construction cost to review with City. Attend up to two design review meetings with City and incorporate feedback as appropriate.
4. Prepare Bidding Documents using Engineers Joint Contract Documents Committee C-700 Standard General Conditions of the Construction Contract, 2013 edition, technical specifications, and engineering drawings.

5. Review preliminary regulatory permit requirements for the Texas Department of Transportation (TxDOT) and Texas Commission of Environmental Quality (TCEQ) and meet with City to review. Prepare and submit TxDOT and TCEQ applications and assist with obtaining the permits.

B. Bidding-Related Services

1. Distribute Bidding Documents through CivCast and submit Advertisement to Bid to the newspaper of City's choice for publishing. City shall pay newspaper directly for advertising.
2. Attend prebid meeting, answer questions, and prepare addenda during bidding, if necessary.
3. Attend bid opening, tabulate and analyze bid results, and assist City in the award of a Construction Contract.
4. Prepare up to two sets of Contract Documents for signature for the Construction Contract.

C. Construction-Related Services

1. Provide contract administration services, including attendance at a preconstruction conference, review of contractor's shop drawing submittals, review of the contractor's periodic pay requests, attendance at construction progress meetings, periodic site visits, and participation in project closeout. Services are based on a 270-day construction schedule. Engineer's review of payment requests from contractor will not impose responsibility to determine that title to any of the work has passed to City free and clear of any liens, claims, or other encumbrances. Any such service by Engineer will be provided through an amendment to this Agreement.
2. Provide resident project representative for up to 312 hours of part-time observation of construction. Services are based on a 270-day construction schedule. 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 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.
3. 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 the

contractor and City. Engineer will not be liable for the accuracy of the record drawing information provided by the contractor and City.

D. Services Not Provided

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

PART B—BASIS OF COMPENSATION AND REIMBURSABLE EXPENSES

CITY OF BRENHAM PROJECT NO. _____ FY 2024 WATER MAIN AND SANITARY SEWER REPLACEMENTS

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 the scope items described in Part A, on a lump sum basis, a total not to exceed \$270,000. Invoices for services and reimbursable expenses will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to the City by Engineer monthly

ATTACHMENT "B"

INSURANCE

CITY OF BRENHAM

PROJECT NO. _____

FY 2024 WATER MAIN AND SANITARY SEWER REPLACEMENTS

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1161619

Date Filed:
05/15/2024

Date Acknowledged:

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

Strand Associates, Inc.
Brenham, TX United States

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

City of Brenham

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

Strand Project No. 3900.284
Engineering Services for FY 2024 Water Main and Sanitary Sewer Replacements

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

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

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

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

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

Executed in Dane County, State of Wisconsin, on the 28 day of May, 2024.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



City Council Regular Meeting
AGENDA ITEM 14

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: June 6, 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 15

Agenda Item: Section 551.071, Texas Government Code - Consultation with Attorney - Consultation with City Attorney Regarding Commonwealth Development, Inc. v. City of Brenham, Texas; Fair Housing Case No. 06-22-3294-8

Meeting Date: June 6, 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.