NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, JULY 11, 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. **Special Recognition**
   - **Lloyd Powell - Police Chief**

4. **Special Recognition**
   - **Brenham Police Department Promotion - Curtiss Schoen, Assistant Police Chief**

5. **Service Recognition**
   - **Allen Jacobs - Development Services - 30 Years**

6. **Proclamation**
   - **National Parks and Recreation Month**

7. **Citizen Comments**

CONSENT AGENDA

8. **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.

8.a. Approve the Minutes from the June 6, 2024 and the June 20, 2024 Regular City Council Meetings

8.b. Approve Ordinance No. O-24-016 on Its Second Reading Amending Appendix A - Zoning of the Code of Ordinances of the City of Brenham Granting a Specific Use Permit to Allow an Automobile (Car) Service Station (Convenience Store with Gas Pumps) in a B-1, Local Business Residential Mixed Use Zoning District on Property Addressed as 804 E Blue Bell Road, and being 1.106-Acres Described as Arrabella Harrington Survey, Tract 64, in Brenham, Washington County, Texas (Case Number P-24-005)

8.c. Approve Ordinance No. O-24-017 on Its Second Reading Adopting a Revised City of Brenham Drought Contingency Plan and Revised Water Conservation Plan for 2024

8.d. Approve Final Payment in the Amount of $22,281.50 to Clark Construction of Texas Inc, Related to 2023-24 City Street Onyx Resurfacing Project and Authorize the Mayor to Execute Any Necessary Documentation

WORK SESSION

9. Presentation and Discussion on the FY2023-24 Second Quarter Financial Reports

10. Presentation and Discussion on the City of Brenham's Code of Ordinances, Appendix A: Zoning, Section 10 and Chapter 23, Subdivisions, Related to:

- **a. Accessory Dwelling Units (ADU's)**
- **b. Accessory Structures**
- **c. Alleyways in Townhome Developments**

11. Presentation and Discussion on the City of Brenham's Code of Ordinances Chapter 6, Building and Structures, and Chapter 8, Fire Protection and Prevention, Related to the Adoption of the 2021 Edition of the International Building Codes and the 2020 National Electric Code

12. Presentation and Discussion on Proposition 2 Authorizing Local Option Property Tax Exemption for Certain Child Care Facilities

REGULAR SESSION

13. Discuss and Possibly Act Upon a Lease Agreement Between the City of Brenham and Washington County Related to Property Located at 301 N. Baylor Street in Brenham, Washington County, Texas and Authorize the

Mayor to Execute Any Necessary Documentation

14. **Discuss and Possibly Act Upon An Increase in the City of Brenham's Fire Department Expenditures in FY24 Adopted Budget for the Addition of Three (3) Firefighters and Authorize the Mayor to Execute Any Necessary Documentation**
15. **Administrative/Elected Officials Report**

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

EXECUTIVE SESSION

16. **Section 551.071, Texas Government Code - Consultation with City Attorney - Consultation with City Attorney Concerning the Brenham Municipal Airport, Its Operations and Services, and Associated Matters**
17. **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**
18. **Section 551.071, Texas Government Code - Consultation with City Attorney - Consultation with City Attorney Concerning the City of Brenham's Gas Distribution System and Associated Matters**
19. **Section 551.071, Texas Government Code - Consultation with City Attorney - Consultation with City Attorney Concerning the City of Brenham's Wastewater Treatment Plant Operations and Associated Matters**

ADJOURN

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

CERTIFICATION

I certify that a copy of the agenda of items to be considered by the City of Brenham City Council was posted to the City Hall bulletin board at 200 W. Vulcan St., Brenham, TX on

Monday, July 8, 2024 at 12:50 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

PROCLAMATION

WHEREAS, Parks and recreation programs are an integral part of communities throughout this country, including Brenham, Texas; and

WHEREAS, Parks and recreation are vitally important to establishing and maintaining the quality of life in communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region. Not only do parks and recreation programs build healthy, active communities that aid in prevention of chronic disease, they also provide therapeutic recreation services for those who are mentally or physically disabled, and help boost mental and emotional health; and

WHEREAS, Parks and natural recreation areas offer an array of benefits that include: improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS, The City of Brenham recognizes the benefits derived from parks and recreation resources and is proud to offer residents more than 280 acres of parkland, both developed and undeveloped. These spaces are fundamental to the environmental aspect of our community and offers a place for adults and children to enjoy nature and recreate outdoors; and

WHEREAS, Locals and visitors enjoy Brenham's parks and recreation programs and facilities that are also full of historic value and tradition; and

WHEREAS, The U.S. House of Representatives has designated July as Parks and Recreation Month; and

NOW, THEREFORE, I, Atwood Kenjura, Mayor of the City of Brenham, do hereby proclaim July 2024 as

PARKS AND RECREATION MONTH

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

_____

Atwood Kenjura
Mayor

Brenham City Council Minutes

A Regular Meeting of the Brenham City Council was held on Thursday, June 6, 2024 beginning at 1:00 PM in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members Present:

Mayor Pro Tem Clint Kolby
Councilmember Shannan Canales
Councilmember Leah Cook
Councilmember Albert Wright
Councilmember Paul LaRoche

Members Absent:

Mayor Atwood Kenjura
Councilmember Adonna Saunders

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 William Bissette, Assistant General Manager of Public Utilities Alton Sommerfield, Chief Financial Officer Julie Flagg, Director of Finance Stacy Hardy, Director of Public Works Dane Rau, Director of HR and Risk Management Susan Nienstedt, Fire Chief Mark Donovan, Interim Fire Chief Ray Cooper, Interim Police Chief Lloyd Powell, Development Services Director Stephanie Doland, Robin Hutchens, Shawn Bolenbarr, Jessica Perez, Tammy Murphy, Stephen Draehn, Steven Eilert, Josh Sebastian, Steven Loving, Richard O'Malley, Carrie Derkowski, and Ande Bostain.

Citizens/Others Present:

None

Media Present:

Joshua Blaschke from KWHI, and Sarah Forsythe from Brenham Banner Press.

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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

No citizen comments were heard.

CONSENT AGENDA

6. Statutory Consent 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

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A motion was made by Councilmember Cook and seconded by Councilmember Wright to approve Consent Agenda Items 6.a. through 6.c. and 6.e. through 6.f.

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

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

No: None

Absent: Mayor Kenjura, Councilmember Saunders

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

Director of Development Services Stephanie Doland presented this item. Doland advised that 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. Doland stated that to further clarify how to administer the previously adopted Impact Fee Ordinance, staff recommends adopting an Ordinance implementing an Impact Fee Policy. Doland explained that the Policy will clarify such things as:

- The 1-year grandfathering period for subdivision plats currently in review by the Development Services Department but not yet approved or recorded.
- Service units must be determined by a licensed engineer.
- No impact fees will be charged for water taps utilized only for fire protection.
- ADUs will only be assessed an impact fee if the existing tap is increased in size to handle additional capacity.
- Assessment for new development will occur at time of building permit application.
- All replays trigger impact fees.
- If plat is not recorded timely and/or expires, impact fees will be assessed from the date of the new development application.
- No impact fees shall be charged for residential irrigation meters that are a sub-meter to the main meter.
- Non-residential irrigation meters that are 1.5” or greater will be assessed an impact fee.

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- No impact fees shall be charged for development on properties that are determined to be the legal lot of record.
- Connection credits will be given to all properties relocating as a result of the Highway 36 and US Highway 290 Cloverleaf reconstruction.

A motion was made by Councilmember LaRoche and seconded by Councilmember Cook to approve an ordinance on its first reading amending Chapter 28, Impact Fees, of the Code of Ordinances of the City of Brenham, Texas.

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 Wright

No: None

Absent: Mayor Kenjura, Councilmember Saunders, Councilmember Canales

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

Director of Finance Stacy Hardy presented this item. Hardy advised that in January 2022 City Council approved the purchase of a new fire truck for $880,358.00. Hardy advised that the total amount included a $26,000.00 trade-in credit for Engine 4, a 2002 Ferrara pumper fire engine. Hardy stated that 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. Hardy stated that 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. Hardy advised that 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. Hardy advised that 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.

Hardy stated that the new fire truck will be arriving in Brenham next 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). Hardy advised that 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.

A motion was made by Councilmember Canales and seconded by Councilmember Wright to approve the allocation of additional funds in the amount of

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$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.

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

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

No: None

Absent: Mayor Kenjura, Councilmember Saunders

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

Facility & Fleet Supervisor Stephen Draehn presented this item. Draehn advised that the Gas Department is requesting a Chevrolet Silverado 2500 equipped with a Knapheide Service Body for fiscal year 2024. Draehn advised that the vehicle is in stock at the dealer with the service body already installed.

Draehn advised that staff obtained quotes on the truck chassis and body from Lake Country Chevrolet on TIPS contract 200206 for Transportation Vehicles. Draehn advised that the purchase price of the Chevrolet Service Truck is $65,501.25, which includes the truck chassis and the Knapheide Service Body. Draehn stated that the truck is expected to be delivered one week after completion of the Purchase Order.

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

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

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

No: None

Absent: Mayor Kenjura, Councilmember Saunders

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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

Director of Public Works Dane Rau presented this item. Rau advised that in January 2024, staff presented information to City Council regarding the 2016 Flood Community Development Block Grant pertaining to Hogg Branch Creek. Rau advised that Council decided 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. Rau advised that the City would return expended funds to the GLO.

Rau advised that the City will 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. Rau stated that Amendment No.1 outlines these changes and will button up and finalize the amended agreement with Strand Engineering.

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

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

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

No: None

Absent: Mayor Kenjura, Councilmember Saunders

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

Public Utilities Project Manager Shawn Bolenbarr presented this item. Bolenbarr advised that 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. Bolenbarr advised that 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

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emergency generator, and connections of the existing sanitary sewers and force main.

A motion was made by Councilmember Canales 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 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.

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

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

No: None

Absent: Mayor Kenjura, Councilmember Saunders

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

Public Utilities Project Manager Shawn Bolenbarr presented this item. Bolenbarr advised that 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. Bolenbarr advised that the 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. Bolenbarr advised that the 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.

A motion was made by Councilmember LaRoche 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 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.

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

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

No: None

Absent: Mayor Kenjura, Councilmember Saunders

13. Administrative/Elected Officials Report

City Manager Carolyn Miller reported on the following:

- June 6th - BrenhamHeritage Museum hosting Texas State Library and Archives Commission from 5:00 - 6:30 p.m.
- June 7th - Nancy Carol Roberts Memorial Library hosting Texas State Library and Archives Commission all day
- June 15th - Juneteenth Parade
- June 18th - Interim Fire Chief Cooper Retirement Party
- June 19th - City Offices Closed in observance of Juneteenth Holiday
- June 20th - Regular City Council Meeting at 8:30 a.m.

Council adjourned into Executive Session at 1:41 p.m.

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

Executive Session adjourned at 2:15 p.m.

ADJOURN

_____
Atwood C. Kenjura
Mayor

_____
Jeana Bellinger, TRMC, CMC

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City Secretary

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Brenham City Council Minutes

A Regular Meeting of the Brenham City Council was held on Thursday, June 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 Attorney Luke Cochran, City Secretary/Director of Administrative Services Jeana Bellinger, General Manager of Public Utilities William Bissette, Assistant General Manager of Public Utilities Alton Sommerfield, Director of Water/Wastewater Bobby Keene, Director of Public Works Dane Rau, Chief Financial Officer Julie Flagg, Fire Chief Mark Donovan, Interim Police Chief Lloyd Powell, Development Services Director Stephanie Doland, Economic & Community Development Director Teresa Rosales, Robin Hutchens, Kyle Branham, Shawn Bolenbarr, Jerry Saldivar, and Richard O'Malley.

Citizens/Others Present:

Brad Trochta, Adam Griffin, Alicia Lazare, and Larry Lazare.

Media Present:

Joshua Blaschke with KWHI, and Sarah Forsythe with Brenham Banner Press.

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1. Call Meeting to Order

2. Invocation and Pledges to the US and Texas Flags - Councilmember Adonna Saunders

3. Citizen Comments

No citizen comments were heard.

CONSENT AGENDA

4. Statutory Consent Agenda

4.a. Approve Ordinance No. O-24-014 on Its Second Reading Amending Chapter 28, Impact Fees, of the Code of Ordinances of the City of Brenham, Texas

4.b. Approve Ordinance No. O-24-015 on Its Second 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

4.c. Approve a Correction to the Minutes from the March 21, 2024 Regular City Council Meeting

4.d. Approve Resolution No. R-24-011 Amending Resolution No. R-24-006 Authorizing the Termination of a Contract Between the City of Brenham and Linebarger Goggan Blair & Sampson LLP for the Collection of Delinquent Property Taxes

4.e. Approve Final Payment for Project No. 61C-207C to Techline Construction, LLC in the Amount of $125,750.00 for the MLK Parkway Circuit Upgrade Pole Changeouts and Authorize the Mayor to Execute Any Necessary Documentation

A motion was made by Councilmember Canales and seconded by Councilmember Wright to approve Consent Agenda Items 4.a. through 4.e as presented.

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

PUBLIC HEARING AND ASSOCIATED ACTION ITEM

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5. Public Hearing, Discussion and Possible Action on an Ordinance on Its First Reading Amending Appendix A - Zoning of the Code of Ordinances of the City of Brenham Granting a Specific Use Permit to Allow an Automobile (Car) Service Station (Convenience Store with Gas Pumps) in a B-1, Local Business Residential Mixed Use Zoning District on Property Addressed as 804 E Blue Bell Road, and being 1.106-Acres Described as Arrabella Harrington Survey, Tract 64, in Brenham, Washington County, Texas (Case Number P-24-005)

Director of Development Services Stephanie Doland presented this item. Doland advised that 30K Holdings, LLC, property owner/applicant of the 1.106 acres of land generally located on the southeast corner of the intersection of East Blue Bell Road and Gayhill Street are requesting approval of a Specific Use Permit (SUP) to redevelop the former Terminix Pest Control site to an Automobile (Car) Service Station further described as a Zippy J's gas station and convenience store.

Doland advised that the subject site is zoned B-1, Local Business/Residential Mixed-Use District. Doland advised that the reason this Specific Use Permit is going before City Council is due to the underground fuel tanks. Doland explained that if they were not going to have gas pumps at this location, the convenience store would be an allowed use of the property so the SUP would not be needed.

Doland advised that during the April 22, 2024 Planning and Zoning Commission Public Hearing, members of the community spoke about traffic concerns and the sale of alcohol and tobacco adjacent to an existing child care facility, Wee Care Day Care. Doland advised that businesses that sell alcohol for off-premises consumption are not subject to Texas Alcoholic Beverage Commission's (TABC) distance requirements. Doland explained that the P&Z Board approved the SUP with two conditions: (1) installation of a 10-foot screening fence along the east property line between the store and the child care facility; and (2) a final plat be approved before any building permits are issued.

Larry Lazare with Wee Care For All Daycare stated that his concerns were the increase in traffic, the clientele that the convenience store would attract, and sales of alcohol and tobacco so close to the daycare. Lazare advised that Brenham PD is already having to direct traffic in the area during the school year and the added business would make it worse. Lazare also expressed his concerns about the sell of alcohol and tobacco products being so visible by the children that attend his daycare.

Adam Griffin with 30K Holdings, LLC advised that TXDOT has already approved their driveway exiting onto Blue Bell Road and that any business that goes into the location will create more traffic. Griffin explained to City Council that P&Z's request for a 10-foot screening fence would be considered an engineered structure and would be very costly for them to build. Griffin requested that the City Council approve the SUP with the condition of a 6-foot screening fence.

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A motion was made by Councilmember Canales and seconded by Mayor Pro Tem Kolby to approve an Ordinance on its first reading amending Appendix A - Zoning of the Code of Ordinances of the City of Brenham granting a Specific Use Permit to allow an Automobile (Car) Service Station (convenience store with gas pumps) in a B-1, Local Business Residential Mixed Use Zoning District on property addressed as 804 E Blue Bell Road, and being 1.106 acres described as Arrabella Harrington Survey, Tract 64, in Brenham, Washington County, Texas (Case Number P-24-005) with the requirement of the 10-foot screening fence being amended to a 6-foot screening fence.

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

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

No: None

Absent: None

REGULAR SESSION

6. Discuss and Possibly Act Upon an Ordinance on Its First Reading Adopting a Revised City of Brenham Drought Contingency Plan and Revised Water Conservation Plan for 2024

Water Systems Superintendent Jerry Saldivar presented this item. Saldivar advised that this Ordinances is to amend the City's current Drought Contingency Plan and Water Conservation Plans. Saldviar advised that according to state law and TCEQ requirements, the City is required to review and update, as needed, the Drought Contingency Plan and Water Conservation Plan at least once every five years.

A motion was made by Mayor Pro Tem Kolby and seconded by Councilmember Cook to approve an ordinance on its first reading adopting a revised City of Brenham Drought Contingency Plan and revised Water Conservation Plan for 2024.

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

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Absent: None

7. Discuss and Possibly Act Upon Amendment No. 1 to a Temporary Resale Amendment to the System Water Availability Agreement Between City of Brenham and Brazos River Authority for the Temporary Resale of Water and Authorize the Mayor to Execute Any Necessary Documentation

Deputy General Manager of Public Utilities Alton Sommerfield presented this item. Sommerfield advised in September 2019, Brazos River Authority (BRA) and the City executed an agreement for the City to purchase 774 acre-feet of raw water per fiscal year for municipal purposes. Sommerfield advised that the purchase price of the water is $93.50 per acre-foot or $73,369.00 annually. Sommerfield explained that the Temporary Resale Amendment allows the City to elect to resell our excess water on a temporary basis to a third party with prior approval of the BRA.

A motion was made by Councilmember Cook and seconded by Councilmember LaRoche to approve Amendment No. 1 to a Temporary Resale Amendment to the System Water Availability Agreement between the City of Brenham and Brazos River Authority for the temporary resale of water 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

8. Discuss and Possibly Act Upon a Water Supply Resale Agreement Between the City of Brenham and The Dow Chemical Company Related to the Temporary Resale of Water and Authorize the Mayor to Execute Any Necessary Documentation

Assistant General Manager of Public Utilities Alton Sommerfield presented this item. Sommerfield advised that due to drought conditions in 2023, the City sold one-half or 387 acre-feet of the 774-acre feet available. Sommerfield stated that The Dow Chemical Company has requested to purchase the remaining 387 acre-feet. Sommerfield explained that with drought conditions having improved, the City has agreed to sell the remaining 387 acre-feet. Sommerfield advised that Dow will pay the City $93.50 per acre-foot or $36,184.50 within thirty days from the effective date of this

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Agreement. Sommerfield explained that Dow will withdraw from the Point of Delivery an amount not to exceed 387 acre-feet of water, as specified under the Agreement between BRA and City. Sommerfield advised that this Agreement is effective upon the BRA approval of the Temporary Resale Amendment and terminates when Dow has withdrawn 387 acre-feet of water or August 31, 2025, whichever occurs first.

A motion was made by Councilmember Wright and seconded by Councilmember Saunders to approve a Water Supply Resale Agreement between the City of Brenham and The Dow Chemical Company related to the temporary resale of water 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

9. Discuss and Possibly Act Upon Award of RFP No. 24-004 Related to the Brenham Municipal Airport Terminal Building HVAC Replacement and Authorize the Mayor to Execute Any Necessary Documentation

Director of Development Services Stehpanie Doland presented this item. Doland advised that on April 24, 2024 the City of Brenham opened proposals received for RFP 24-004 requesting proposals for heating, ventilation, and air conditioning (HVAC) modifications to the diner portion of the terminal building located at 3001 Aviation Way. Doland explained that the project includes demolition of the existing acoustical ceiling tile, demolition and replacement of duct work, thermostats, air handling units and associated electrical and plumbing. Doland explained that this project also includes installation of a captive air hood over the existing griddle and cookware.

Doland advised that the City received bids from REC Industries, Inc. and Round Top HVAC with Round Top HVAC submitting the lowest proposal of $75,980 to perform and complete tasks as outlined in the construction plan set as prepared by project engineer, Swoboda Engineering. Doland advised that this project is eligible for RAMP (Routine Airport Maintenance Program) funds through TXDOT Aviation.

A motion was made by Mayor Pro Tem Kolby and seconded by Councilmember Wright to approve the award of RFP No.24-004 related to the Brenham Municipal Airport Terminal Building HVAC replacement to Round Top HVAC in the amount of $75,980.00 and authorize the Mayor to execute any necessary documentation.

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

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

No: None

Absent: None

10. Administrative/Elected Officials Report

City Secretary/Director of Administrative Services Jeana Bellinger presented the following:

- June 20th - Barnhill Speaker Series at 11:30 a.m.
- July 11th - Regular City Council meeting at 1:00 p.m.
- July 22nd and 23rd - City Council Budget Workshop, at 8:30 a.m.

ADJOURN

_____
Atwood C. Kenjura
Mayor

_____
Jeana Bellinger, TRMC, CMC
City Secretary

Draft

ORDINANCE NO. O-24-016

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF BRENHAM GRANTING A SPECIFIC USE PERMIT TO ALLOW AN AUTOMOBILE SERVICE STATION WITH CONVENIENCE STORE USE IN A B-1 LOCAL BUSINESS / RESIDENTIAL MIXED-USE ZONING DISTRICT ON APPROXIMATELY 1.106 ACRES OF LAND ADDRESSED AS 804 E BLUE BELL ROAD, BEING FURTHER DESCRIBED AS ARABELLA HARRINGTON SURVEY, TRACT 64, IN BRENHAM, WASHINGTON COUNTY, TEXAS.

WHEREAS, 30K Holdings, LLC., owners of the 1.997 acres of land generally located at the southeast intersection of E. Blue Bell Road and Gayhill Street and addressed as 804 E Blue Bell Road, being further described as Arabella Harrington Survey, Tract 64, in Brenham, Washington County, Texas, and being further described on Exhibit "A" attached hereto and incorporated herein for all purposes (the "Property"), have requested that the Property be issued a Specific Use Permit for an Automobile Service Station; and

WHEREAS, the City of Brenham has adopted Appendix A – "Zoning" of the City of Brenham Code of Ordinances, as amended, which divides the City of Brenham into various zoning districts; and

WHEREAS, Appendix A – "Zoning" of the City of Brenham Code of Ordinances authorizes the City Council to grant specific use permits for specific uses within the various zoning districts; and

WHEREAS, at least ten (10) days after publication in the official newspaper of the City of the time and place of a public hearing and at least ten (10) days after written notice of that hearing was mailed to the owners of land within two hundred feet of the Property in the manner required by law, the Planning & Zoning Commission held a public hearing on the requested Specific Use Permit; and

WHEREAS, this amendment was recommended for approval on a 3-2 vote by the Brenham Planning and Zoning Commission during its regular meeting on May 20, 2024; and

WHEREAS, the City Council desires to approve this Ordinance granting the specific use permit, as described herein below; and

WHEREAS, at least fifteen (15) days after publication in the official newspaper of the City of the time and place of a public hearing for the requested rezoning, the City Council held the public hearing for the requested Specific Use Permit and the City Council considered the final report of the Planning & Zoning Commission;

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

SECTION 1. The Official Zoning Map of the City of Brenham is hereby amended to show that a Specific Use Permit is granted to 30K Holdings, LLC. for an automobile service station with convenience store, more particularly described in Exhibit "B," attached hereto and incorporated herein for all purposes, in a B-1, Local Business/ Residential Mixed Use zoning district on approximately 1.106 acres of land addressed as 804 E Blue Bell Road, being further described as Arabella Harrington Survey, Tract 64, in Brenham, Washington County, Texas, said 1.106 acres of land being further described on Exhibit "A" attached hereto and incorporated herein for all purposes.

SECTION 2. The development of the Property shall be in accordance with the following special conditions on the subject 1.106-acre tract: 1) A screening fence of 6-feet in height shall be placed along the east property line to serve as a visual buffer from the adjacent daycare use located at 900 E Blue Bell Road and 2) The subject property shall be preliminary and final platted before a building permit is issued.

SECTION 3. Upon holding a properly notified public hearing, the City Council may amend, change, or rescind the Specific Use Permit granted by this Ordinance if:

a. There is a violation and conviction of any of the provisions of this Ordinance, or any ordinance of the City of Brenham, that occurs on the Property;

b. The premises, or Property, used pursuant to the Specific Use Permit granted by this Ordinance are enlarged, modified, structurally altered, or otherwise significantly changed unless a separate Specific Use Permit is granted for such enlargement, modification, structural alteration, or change;

c. As otherwise permitted by law and/or Brenham's Zoning Ordinance, as it exists or may be amended.

SECTION 4. This Ordinance shall take effect as provided by the Charter of the City of Brenham, Texas.

PASSED and APPROVED on its first reading this the 20th day of June 2024.

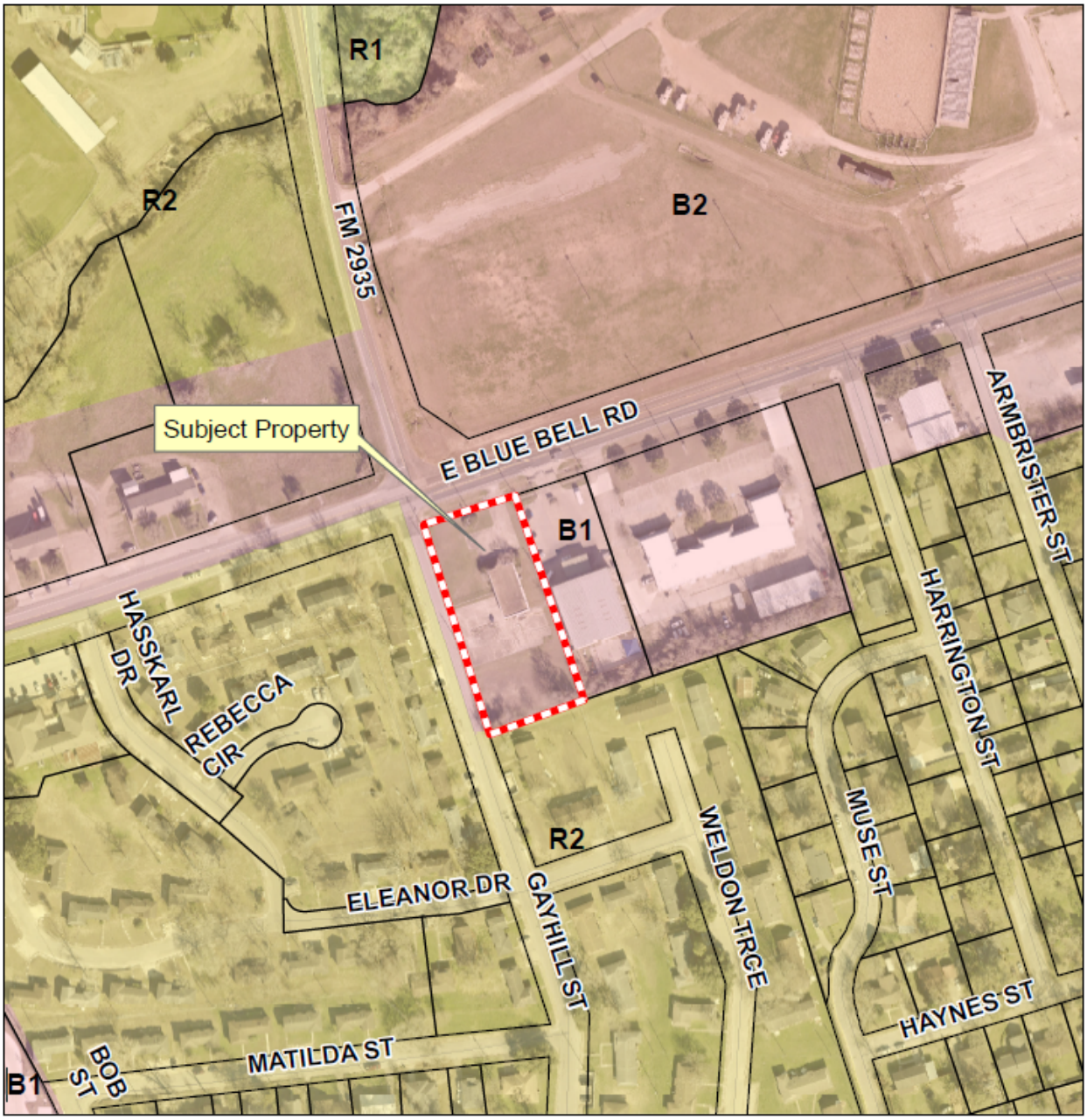
PASSED and APPROVED on its second reading this the 11th day of July 2024.

_____
Atwood Kenjura
Mayor

ATTEST:

_____
Jeana Bellinger, TRMC, CMC
City Secretary

EXHIBIT "A"



Zoning Map
Specific Use Permit- Convenient Store/Gas Station
804 E Blue Bell Road

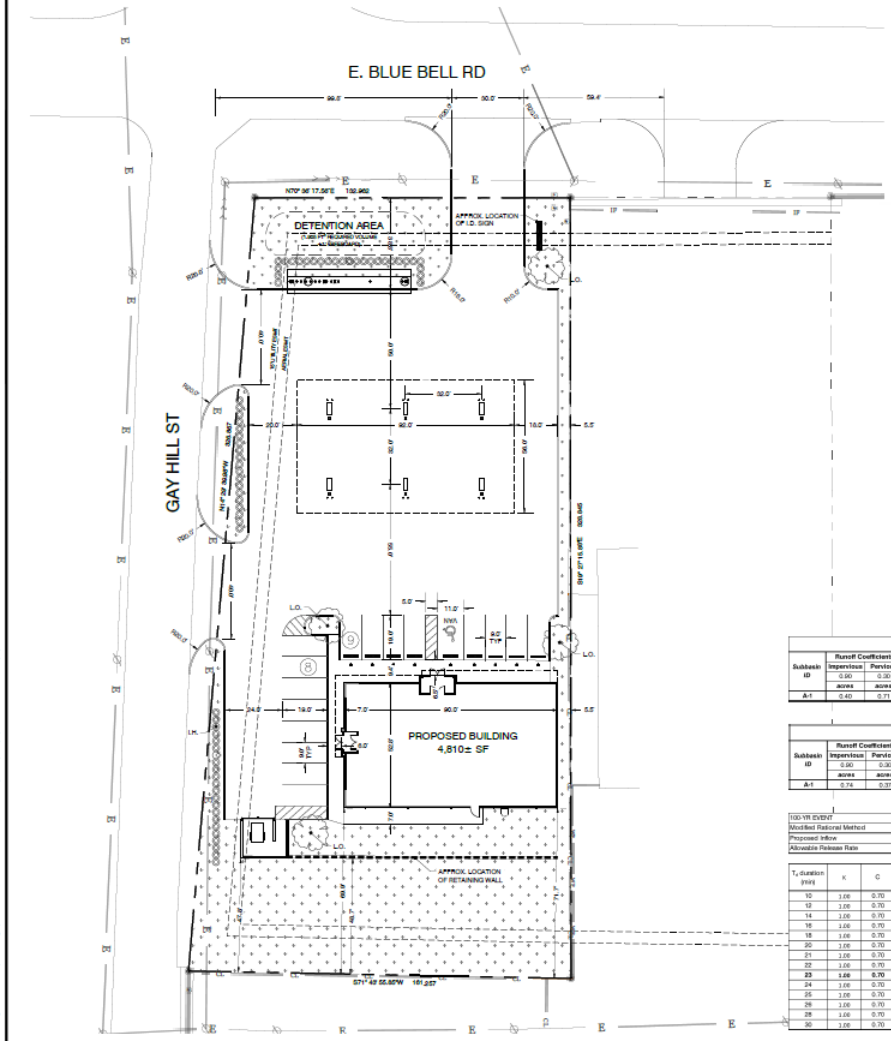
Legend

- B1 Local Business Mixed
- B2 Commercial Research and Technology
- R1 Residential Single Family
- R2 Mixed Residential

1 inch = 198 feet

City of Brenham

EXHIBIT "B"
Site Plan



INFORMATION ON THIS SHEET IS PERTINENT TO ALL OTHER DESIGN SHEETS IN THIS SET OF DRAWINGS. THE CONTRACTOR SHALL NOT SEPARATE DRAWINGS FROM THE SET FOR DISTRIBUTION TO SPECIFIC DISCIPLINES. EACH SUBCONTRACTOR SHALL BE PROVIDED WITH ALL SHEETS WITHIN THIS PLAN SET.

LEGEND

SOD / LANDSCAPE AREA

LIVE OAK (L.O.)
5" CAL., 12' HT., 4' SPREAD, MATCHING

INDIAN HAWTHORNE 'MINOR' (I.H.)
5 GAL., FULL 24" SPREAD, 36" O.C.

SITE DATA

ADDRESS:	804 E. BLUE BELL RD
CURRENT LAND USE:	COMMERCIAL (EXTERMINATOR FACILITY)
PROPOSED LAND USE:	GAS STATION / CONVENIENCE STORE (SPECIAL USE PERMIT REQUIRED)
CURRENT ZONING:	B-1 (LOCAL BUSINESS MIXED)
SITE AREA:	1.106 ACRES (48,180 SF)
SETBACKS:	FRONT: 25' (BLUE BELL RD) 15' (GAY HILL ST) REAR: 10' BUILDING SETBACK + 20' LANDSCAPE BUFFER SIDE: 0'
BUILDING AREA:	4,810± SF
BUILDING HEIGHT:	25'-6"
REQUIRED PARKING:	1 SPACE PER 250 SF = 4,810 / 250 = 19 SPACES
PROVIDED PARKING:	17 STANDARD SPACES (INCLUDING 1 ADA SPACE) 12 FUELING SPACES

NOTES

1. THE CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS, LOCATION AND ORIENTATION OF EXTERIOR DOORS, VESTIBULES, SLOPED PAVING, SIDEWALKS, INGRESS/EGRESS LANDINGS, AND TRUCK DOCKS.
2. ALL DIMENSIONS SHOWN ARE TO FACE OF CURB, CENTER OR END OF STRIPE, FACE OF BUILDING, OR EDGE OF PAVEMENT (UNLESS OTHERWISE NOTED).
3. ALL CURB RADII SHALL BE 5.0' (UNLESS OTHERWISE NOTED).
4. ALL CONSTRUCTION WITHIN THE RIGHT-OF-WAY SHALL COMPLY WITH CITY AND/OR TXDOT DETAILS AND SPECIFICATIONS.
5. ALL SIGNS PLACED WITHIN AREAS ACCESSIBLE BY VEHICULAR TRAFFIC SHALL BE PLACED IN GUARD POSTS.
6. LOCATION OF I.D. SIGN IS APPROXIMATE. CONTRACTOR SHALL VERIFY COMPLIANCE WITH APPLICABLE CITY CODES, INCLUDING, BUT NOT LIMITED TO, SETBACKS, SIZE/HEIGHT, AND AREA REQUIREMENTS PRIOR TO INSTALLATION.
7. CONSTRUCTION ON THIS PROJECT SHALL COMPLY WITH CURRENT ADA AND TAS REGULATIONS.
8. THE CONTRACTOR SHALL NOT PLACE PERMANENT PAVEMENT UNTIL ALL UNDERGROUND UTILITIES AND SLEEVING FOR ELECTRIC, GAS, TELEPHONE, CABLE TV, SITE IRRIGATION, ETC. HAVE BEEN INSTALLED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT ALL UTILITIES AND SLEEVING ARE IN PLACE PRIOR TO POURING PERMANENT PAVEMENT.
9. CONTRACTOR SHALL REFER TO BUILDING & STRUCTURAL PLANS FOR FOUNDATION DESIGN.
10. REFER TO GEOTECHNICAL REPORT PROVIDED BY XXXXXXX (PROJECT No. XXXXXXXXX, DATED X/X/XXXX) FOR ALL PAVING, BUILDING PAD, AND SUBGRADE PREPARATION SPECIFICATIONS.
11. REFER TO "GENERAL NOTES" FOR ADDITIONAL INFORMATION.

EXISTING RUNOFF CALCULATIONS - RATIONAL METHOD

Subbasin ID	Runoff Coefficients Impervious	Runoff Coefficients Pervious	Subbasin Area	Runoff Coefficient (Composite)	Time of Concentration	Rainfall Intensity 2-Year	5-Year	10-Year	25-Year	50-Year	100-Year	Runoff 2-Year	5-Year	10-Year	25-Year	50-Year	100-Year
	0.90	0.30															
	acres	acres	acres	C	min.	in/hr	in/hr	in/hr	in/hr	in/hr	in/hr	cfs	cfs	cfs	cfs	cfs	cfs
A-1	0.40	0.71	1.11	0.52	10.00	5.13	6.24	7.14	8.35	9.24	10.13	2.94	3.68	4.09	4.79	5.29	5.80

PROPOSED RUNOFF CALCULATIONS - RATIONAL METHOD

Subbasin ID	Runoff Coefficients Impervious	Runoff Coefficients Pervious	Subbasin Area	Runoff Coefficient (Composite)	Time of Concentration	Rainfall Intensity 2-Year	5-Year	10-Year	25-Year	50-Year	100-Year	Runoff 2-Year	5-Year	10-Year	25-Year	50-Year	100-Year
	0.90	0.30															
	acres	acres	acres	C	min.	in/hr	in/hr	in/hr	in/hr	in/hr	in/hr	cfs	cfs	cfs	cfs	cfs	cfs
A-1	0.74	0.37	1.11	0.70	10.00	5.13	6.24	7.14	8.35	9.24	10.13	3.99	4.85	5.55	6.48	7.18	7.87

100-YR EVENT	Freq. Factor	Coefficient	Rainfall Intensity, $I = b/(T_c+d)^e$					A_{total}	Q_{peak}
Modified Rational Method	K	C	b	d	e	T_c (min)	I (in/hr)	(acres)	(cfs)
Proposed Inflow	1.00	0.70	77.9990	9.7969	0.6832	10	10.13	1.11	7.87
Allowable Release Rate	1.00	0.52	77.9990	9.7969	0.6832	10	10.13	1.11	5.85

T_c duration (min)	K	C	I (in/hr)	A (acres)	Q_{peak} (cfs)	Volume (ft³) Inflow T_c*C*60	Outflow 0.5*(T_c+T_d)*Q_o*60	Required Storage Inflow-Outflow	Volume (ac-ft) Previous Column/43,560
10	1.00	0.70	10.13	1.11	7.87	4,722	3,507	1,214	0.028
12	1.00	0.70	9.48	1.11	7.37	5,306	3,858	1,447	0.033
14	1.00	0.70	8.93	1.11	6.94	5,829	4,209	1,620	0.037
16	1.00	0.70	8.45	1.11	6.57	6,305	4,560	1,745	0.040
18	1.00	0.70	8.03	1.11	6.24	6,740	4,910	1,829	0.042
20	1.00	0.70	7.66	1.11	5.95	7,142	5,261	1,880	0.043
21	1.00	0.70	7.49	1.11	5.82	7,331	5,437	1,895	0.044
22	1.00	0.70	7.33	1.11	5.69	7,515	5,612	1,903	0.044
23	**1.00**	**0.70**	**7.17**	**1.11**	**5.57**	**7,692**	**5,787**	**1,905**	**0.044**
24	1.00	0.70	7.03	1.11	5.46	7,863	5,963	1,901	0.044
25	1.00	0.70	6.89	1.11	5.35	8,029	6,138	1,891	0.043
26	1.00	0.70	6.76	1.11	5.25	8,190	6,313	1,877	0.043
27	1.00	0.70	6.51	1.11	5.06	8,499	6,664	1,835	0.042
30	1.00	0.70	6.29	1.11	4.88	8,791	7,015	1,776	0.041

PREPARED BY: TERRAFORM SOLUTIONS
Terraform Solutions PLLC | TX Firm Reg. No. F-18288
Texas Registered Engineering Firm
Texas Registered Surveying Firm

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW, AGENCY APPROVAL, AND COMMENT UNDER THE AUTHORITY OF CASEY R. CRIM, PE, REGISTRATION No. 121642 ON 05/15/2024. THIS DOCUMENT SHALL NOT TO BE USED FOR CONSTRUCTION OR PERMIT PURPOSES

BY	DESCRIPTION	DATE	REV

ZIPPY J's #
804 E. BLUE BELL RD
BRENHAM, TEXAS

CONCEPTUAL - FOR REVIEW
NOT TO BE USED FOR CONSTRUCTION

SITE PLAN

SCALE: 1" = 30'
ISSUE DATE: 5/15/2024
JOB NUMBER: 24-007

SHEET NUMBER: C3.1

ORDINANCE NO. O-24-017

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS, ADOPTING A REVISED DROUGHT CONTINGENCY PLAN AND REVISED WATER CONSERVATION PLAN, ESTABLISHING CRITERIA FOR THE INITIATION AND TERMINATION OF DROUGHT RESPONSE STAGES; ESTABLISHING RESTRICTIONS ON CERTAIN WATER USES; ESTABLISHING PENALTIES FOR THE VIOLATION OF AND PROVISIONS FOR ENFORCEMENT OF THESE RESTRICTIONS; ESTABLISHING PROCEDURES FOR GRANTING VARIANCES; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Brenham, Texas recognizes that the amount of water available to the City and its water utility customers is limited and subject to depletion during periods of extended drought; and

WHEREAS, the City recognizes that natural limitations due to drought conditions and other acts of God cannot guarantee an uninterrupted water supply for all purposes; and

WHEREAS, Section 11.1272 of the Texas Water Code and applicable rules of the Texas Commission on Environmental Quality require all public water supply systems in Texas to prepare a drought contingency plan; and

WHEREAS, as authorized under applicable law, and in the best interests of the citizens of Brenham, Texas, the City Council deems it expedient and necessary to establish certain rules and policies for the orderly and efficient management of limited water supplies during drought and other water supply emergencies, and to revise and update said rules and policies;

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

SECTION 1.

That the City of Brenham, Texas Drought Contingency Plan and Water Conservation Plan, as revised, attached hereto as Exhibit “A” and Exhibit “B” respectively and made part hereof for all purposes be, and the same are hereby adopted as official regulations of the City.

SECTION 2.

That all ordinances that are in conflict with the provisions of this Ordinance be, and the same are hereby, repealed and all other ordinances of the City not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 3.

Should any paragraph, sentence, subdivision, clause, phrase, or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole or any part of provision thereof, other than the part so declared to be invalid, illegal or unconstitutional.

SECTION 4.

This Ordinance shall take effect immediately from and after its passage and publication, as the law

PASSED AND APPROVED, on its first reading this 20th day of June, 2024.

PASSED AND APPROVED, on its second reading this 11th day of July, 2024

_____
Atwood C. Kenjura
Mayor

ATTEST:

_____
Jeana Bellinger, TRMC, CMC
City Secretary

EXHIBIT A
CITY OF BRENHAM
DROUGHT CONTINGENCY PLAN

September 1999, Revised July 2001, Revised August 2005, Revised April 2011, Reviewed April 2014, Revised July 2014, Reviewed May 2019, Revised June 2024

I. INTRODUCTION

In order to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions, the City of Brenham (the City) hereby adopts the following regulations and restrictions on the delivery and consumption of water.

Water uses regulated or prohibited under this Drought Contingency Plan (the Plan) are considered to be non-essential and continuation of such uses during times of water shortage or other emergency water supply condition are deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in Section X of this plan.

II. PUBLIC INVOLVEMENT

Opportunity for the public to provide input into the preparation of the Plan was provided by the City by means of providing public notice in a newspaper of general circulation and public hearing to accept input on the Plan.

The City will periodically provide the public with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage.

III. NOTIFICATION

Public notification of the initiation or termination of drought response stages shall be by publication in a newspaper of general circulation, utility bill inserts, public service announcements, signs posted in public places, or other means as determined by the City.

When mandatory restrictions are enacted (Stages 2-6), the City shall notify the TCEQ directly.

IV. COORDINATION WITH REGIONAL WATER PLANNING GROUPS

The service area of the City is located within the Region G Water Planning Group and the City has provided a copy of this Plan to the Region G Water Planning Group.

V. AUTHORIZATION

The Mayor, or his/her designee is hereby authorized and directed to implement the applicable provisions of this Plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The Mayor, or his/her designee, shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this Plan.

VI. APPLICATION

The provisions of this Plan shall apply to all persons, customers, and property utilizing water provided by the City. The terms "person" and "customer" as used in the Plan include individuals, corporations, partnerships, associates, and all other legal entities.

VII. DEFINITIONS

For the purposes of this Plan, the following definitions shall apply:

A. Aesthetic water use: water used for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

B. Commercial and institutional water use: water use which is integral to the operations of commercial and non-profit establishments and governmental entities such as retail establishments, hotels and motels, restaurants, and office buildings.

C. Conservation: those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

D. Customer: any person, company, or organization using water supplied by the City.

E. Domestic water use: water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.

F. Even number address: street addresses, box numbers, or rural postal route numbers ending in 0, 2, 4, 6, or 8 and locations without addresses.

G. Industrial water use: the use of water in processes designed to convert materials of lower value into forms having greater usability and value.

H. Landscape irrigation use: water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights-of-way and medians.

I. Non-essential water use: water uses that are not essential nor required for the protection of public, health, safety, and welfare, including:

1. irrigation of landscape areas, including parks, athletic fields, and golf courses, except otherwise provided under this Plan;

2. use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle;

3. use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced area;

4. use of water to wash down buildings or structures for purposes other than immediate fire protection;

5. flushing gutters or permitting water to run or accumulate in any gutter or street;

6. use of water to fill, refill, or add to any indoor or outdoor swimming pools or Jacuzzi-type pools;

7. use of water for recreational purposes;

8. use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;

9. failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and

10. use of water from hydrants for construction purposes or any other purposes other than firefighting.

J. Odd numbered address: street addresses, box numbers, or rural postal route numbers ending in 1, 3, 5, 7, or 9.

VIII. TRIGGERING CRITERIA

The City shall monitor water supply and/or demand conditions on a daily basis and shall determine when conditions warrant initiation or termination of each stage of the Plan. The triggering criteria described below are based on known system capacity limits.

Stage 1 – Mild

A. Requirements for initiation (Voluntary) – Customers shall be requested to voluntarily conserve water and adhere to the prescribed restrictions on certain water provided in Section IX of this Plan when:

a. The demand on water supply facilities reaches or exceeds seventy-five percent (75%) of the capacity of such facilities for a period of three (3) consecutive days.
b. When the static water level at Lake Somerville is equal to or less than 234.8 feet.
c. When, pursuant to requirements specified in the drought contingency plan of the Brazos River Authority, notification is received requesting initiation of Stage 1 of the drought contingency plan listed in this document.

B. Requirements for termination – Stage 1 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days.

C. Goal – The target for Stage 1 of the Plan is:

a. To reduce and maintain daily water demand below 75% of system capacity.
b. To reduce and maintain daily water demand at or above requested consumption per Brazos River Authority drought contingency plan.

Stage 2 – Moderate

A. Requirements for initiation – Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses provided in Section IX of this Plan when:
   a. The demand on water supply facilities reaches or exceeds eighty percent (80%) of the capacity of such facilities for a period of three (3) consecutive days.
   b. When the static water level at Lake Somerville is equal to or less than 231.6 feet.

B. Requirements for termination – Stage 2 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days. Upon termination of Stage 2, Stage 1 becomes operative.

C. Goal - The target for Stage 2 of the Plan is to reduce daily water demand below 80% of system capacity.

Stage 3 – Severe

A. Requirements for initiation – Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses provided in Section IX of this Plan when:
   a. The demand on water supply facilities reaches or exceeds eighty-five percent (85%) of the capacity of such facilities for a period of three (3) consecutive days.
   b. When the static water level at Lake Somerville is equal to or less than 227.8 feet.

B. Requirements for termination – Stage 3 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days. Upon termination of Stage 3, Stage 2 becomes operative.

C. Goal – The target for Stage 3 of the Plan is to reduce daily water demand below 85% of system capacity.

Stage 4 – Critical

A. Requirements for initiation – Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses provided in Section IX of this Plan when:
   a. The demand on water supply facilities reaches or exceeds ninety percent (90%) of the capacity of such facilities for a period of three (3) consecutive days.
   b. When the static water level at Lake Somerville is equal to or less than 223.9 feet.

B. Requirements for termination – Stage 4 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days. Upon termination of Stage 4, Stage 3 becomes operative.

C. Goal – The target for Stage 4 of the Plan is to reduce daily water demand below 90% of system capacity.

Stage 5 – Emergency

A. Requirements for initiation – Customers shall be required to comply with the requirements and restrictions provided in Section IX of this Plan when a water supply emergency exists based on:

   1. Major water line breaks, or pump or system failures occur, which cause unprecedented loss of capability to provide water service; or

   2. Natural or man-made contamination of the water supply source(s).

B. Requirements for termination – Stage 5 of this Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days.

C. Goal – The target for Stage 5 of the Plan is to discontinue all water systems operations.

Stage 6 – Water Allocation

Water allocation is not included in the Plan at this time. The City will most likely be constrained by system capacity before shortage of supply.

IX. DROUGHT RESPONSE STAGES

The City shall monitor water supply and/or demand conditions on a daily basis and, in accordance with the triggering criteria set forth in Section VIII of this Plan, shall determine that a water shortage condition exists and shall implement the following stages of the Plan.

Stage 1 Response – Mild

Water Use Restrictions (Voluntary):

A. Water customers are requested to voluntarily limit the irrigation of landscaped areas to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Wednesdays for customers with a street address ending in an odd number (1, 3, 5, 7 or 9), and to irrigate landscapes only between the hours of midnight and 10:00 a.m. and 8:00 p.m. to midnight on designated watering days.

B. All operations of the City, including those for recreation use, shall adhere to water use restrictions prescribed for Stage 2 of the Plan. The City Splash Pad shall continue to operate on reduced hours. Hohlt Park shall remain in Stage 1.

C. Water customers are requested to practice water conservation and to minimize or discontinue water use for non-essential purposes.

Stage 2 Response – Moderate

Water Use Restrictions: Under threat of penalty for violation, the following water use restrictions shall apply to all persons:

A. Irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems shall be limited to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Wednesdays for customers with a street address ending in an odd number (1, 3, 5, 7, or 9), and irrigation of landscaped areas is further limited to the hours of 12:00 midnight until 10:00 a.m. and between 8:00 p.m. and 12:00 midnight on designated watering days. However, irrigation of landscaped areas is permitted at any time if it is by means of a hand-held hose, a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system.

B. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight. Such washing, when allowed, shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle. Vehicle washing may be done at any time on the immediate premises of a commercial car wash or commercial service

station. Further, such washing may be exempted from these regulations if the health, safety, and welfare of the public is contingent upon frequent vehicle cleansing, such as garbage trucks and vehicles used to transport food and perishables.

C. Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, or Jacuzzi-type pools is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight.

D. Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.

E. Use of water from hydrants shall be limited to firefighting, related activities, or other activities necessary to maintain public health, safety, and welfare. Non-potable water shall be used for construction purposes unless from designated fire hydrants under special permit from the city. City operations except those listed above shall be restricted to non-potable water.

F. Use of water for the irrigation of golf course greens, tees, and fairways is prohibited except on designated watering days between the hours 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight. However, if the golf course utilizes a water source other than that provided by the City, the facility shall not be subject to these regulations.

G. All restaurants are prohibited from serving water to patrons except upon request of the patron.

H. All operations of the City, including those for recreation use, shall adhere to water use restrictions prescribed for Stage 3 of the Plan. The City Splash Pad shall restrict hours only to days aligning with irrigation schedules. Hohlt Park shall remain in stage 2.

I. The following uses of water are defined as non-essential and are prohibited:

1. wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas.

2. use of water to wash down buildings or structures for purposes other than immediate fire protection;

3. use of water for dust control;

4. flushing gutters or permitting water to run or accumulate in any gutter or street; and

5. failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).

Stage 3 Response – Severe

Water Use Restrictions: All requirements of Stage 2 shall remain in effect during Stage 3 except:

A. Irrigation of landscaped areas shall be limited to designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight and shall be by means of hand-held hoses, hand-held buckets, drip irrigation, or permanently installed automatic sprinkler system only. The use of hose-end sprinklers is prohibited at all times.

B. The watering of golf course greens, tees, and fairways is prohibited unless the golf course utilizes a water source other than that provided by the City.

C. All operations of the City, including recreational use, shall adhere to water use restrictions prescribed for Stage 4 of the Plan. The City Splash Pad shall be shut down. Hohlt Park shall remain in stage 3.

D. The use of water for construction purposes from designated fire hydrants under a special permit is to be discontinued.

Stage 4 Response – Critical

Water Use Restrictions: All requirements of Stage 2 and 3 shall remain in effect during Stage 4 except:

A. Irrigation of landscaped areas shall be limited to designated watering days between the hours of 6:00 a.m. and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight and shall be by means of hand-held hoses, hand-held buckets, or drip irrigation only. The use of hose-end sprinklers or permanently installed automatic sprinkler systems are prohibited at all times.

B. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle not occurring on the premises of a commercial car wash and commercial service stations and not in the immediate interest of public health, safety, and welfare is prohibited. Further, such vehicle washing at commercial car washes and commercial service stations shall occur only between the hours of 6:00 a.m. and 10:00 a.m. and between 6:00 p.m. and 10:00 p.m.

C. The filling, refilling, or adding of water to swimming pools, wading pools, and Jacuzzi-type pools is prohibited.

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D. Water for recreational use is prohibited.

E. Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.

F. No application for new, additional, expanded, or increased-in-size water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be approved, and time limits for approval of such applications are hereby suspended for such time as this drought response stage or a higher-numbered stage shall be in effect.

Stage 5 Response – Emergency

Water Use Restrictions: All requirements of Stage 2, 3, and 4 shall remain in effect during Stage 5 except:

A. Irrigation of landscaped areas is absolutely prohibited.

B. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is absolutely prohibited.

Stage 6 Response – Water Allocation

Water allocation is not included in the Plan at this time. The City will most likely be constrained by system capacity before shortage of supply.

X. ENFORCEMENT

A. No person shall knowingly or intentionally allow the use of water from the City for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this Plan, or in an amount in excess of that permitted by the drought response stage in effect at the time pursuant to action taken by the City, in accordance with provisions of this Plan.

B. Any person who violates this Plan is guilty of a misdemeanor and, upon conviction, shall be punished by a fine of not more than two thousand dollars ($2,000). Each day that one or more of the provisions in this Plan is violated shall constitute a separate offense. If a person is convicted of three or more distinct violations of this Plan, the City shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a re-connection charge and any other costs incurred by the City in discontinuing service. In addition, suitable assurance must be given to the City that the same action shall not be repeated while the Plan is in effect. Compliance with this plan may also be sought through injunctive relief in the district court.

C. Any person, including a person classified as a water customer of the City, in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation. Parents shall be presumed to be responsible for violations of their minor children and proof that a violation, committed by a child, occurred on property within the parents' control shall constitute a rebuttable presumption that the parent committed the violation, but any such parent may be excused if he/she proves that he/she had previously directed the child not to use the water as it was used in violation of this Plan and that the parent could not have reasonable known of the violation.

D. Any police officer or other designated City employee may issue a citation to a person he/she reasonably believes to be in violation of this Plan. The citation shall be prepared in duplicate and shall contain the name and address of the alleged violator, if known, the offense charged, and shall direct him/her to appear in the municipal court on the date shown on the citation. The alleged violator shall be served a copy of the citation. Service of the citation shall be complete upon delivery of the citation to the alleged violator, to an agent or employee of a violator, or to a person over fourteen (14) years of age who is a member of the violator's immediate family or is a resident of the violator's residence. The alleged violator shall appear in municipal court to enter a plea of guilty or not guilty for the violation of this Plan. If the alleged violator fails to appear in municipal court, a warrant for his/her arrest may be issued. A summons to appear may be issued in lieu of an arrest warrant.

XI. VARIANCES

The City may, in writing, grant temporary variance for existing water uses otherwise prohibited under this Plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one or more of the following conditions are met:

A. Compliance with this Plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the Plan is in effect.

B. Alternative methods can be implemented which will achieve the same level of reduction in water use.

Persons requesting an exemption from the provisions of this Plan shall file a petition for variance with the City within five (5) days after the Plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the City and shall include the following:

- Name and address of the petitioner(s).

- Purpose of the water use.
- Specific provisions(s) of the Plan from which the petitioner is requesting relief.
- Detailed statement as to how the specific provision of the Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if the petitioner complies with this Plan.
- Description of the relief requested.
- Period of time for which the variance is sought.
- Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this Plan and the compliance date.
- Other pertinent information.

Variances granted by the City shall be subject to the following conditions, unless waived or modified by the City:

- Variances granted shall include a timetable for compliance.
- Variances granted shall expire when the Plan is no longer in effect, unless the petitioner has failed to meet specified requirements.

No variance shall be retroactive or otherwise justify any violation of this Plan occurring prior to the issuance of the variance.

XII. SEVERABILITY

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

EXHBIT B

City of Brenham
Water Conservation Plan

April - 2024

September - 1999
Revised July - 2001
Revised September - 2005
Revised April - 2011
Revised April - 2016
Revised April – 2019
Revised April - 2024

Prepared by:
Pledger Kalkomey, Consulting Engineer: September, 1999
City of Brenham: Revisions July, 2001
O'Malley Engineers: Revisions September, 2005
City of Brenham: Revisions April, 2011
City of Brenham: Revisions April, 2016
City of Brenham: Revisions April, 2019

City of Brenham: Revisions April, 2024

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Appendix I Water Supply Agreement
Appendix J Water Conservation Plan Approval - TWDB

WATER CONSERVATION PLAN

CITY OF BRENHAM
1105 SOUTH AUSTIN STREET
BRENHAM, TEXAS 77833
PWS # 2390001
CCN # 10343

APRIL – 2024

SECTION 1

INTRODUCTION

Water supply has always been a key issue in the development of Texas. The growing population and development has led to increasing demands for water supplies. The purpose of this Water Conservation Plan (the Plan) is to improve the efficiency in the use of water through practices and techniques that will reduce the consumption of water, reduce the loss of water and increase the reuse of water.

The Texas Commission on Environmental Quality (TCEQ) has developed guidelines and requirements governing the development of water conservation plans. The City of Brenham (the City) has developed this water conservation plan in accordance with the TCEQ guide lines and requirements. This Plan is designed to meet Title 30, Part 1, Chapter 288, Subchapter A Rule 288.2 of the Texas Administrative Code (TAC).

SECTION 2

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) RULES

TCEQ rules governing the development of water conservation plans for Municipal Uses by Public Water Suppliers, such as Brenham, are contained in Title 30, Part 1, Chapter 288, Subchapter A Rule 288.2 of the Texas Administrative Code (TAC). A copy of these rules is included in Appendix A. The elements in the TCEQ water conservation rules covered in the conservation plan are listed below.

Minimum Conservation Plan Requirements

TCEQ definitions, guidelines and requirements pertaining to Water Conservation Plans and Water Conservation Plans for Municipal Uses by Public Water Suppliers are provided in Appendix A. Minimum plan requirements are addressed in the following sections:

Rule	Subject	Section
288.2(a)(1)(A)	Utility Profile	Section 3
288.2(a)(1)(B)	A Record Management System	Section 4
288.2(a)(1)(C)	Specific, Quantified 5 & 10 Year Goals & Targets	Section 5
288.2(a)(1)(D)	Metering Devices – Source Supply	Section 6
288.2(a)(1)(E)	Universal Metering	Section 7
288.2(a)(1)(F)	Measures to Determine and Control of Water Loss	Section 8
288.2(a)(1)(G)	Public Education and Information Program	Section 9
288.2(a)(1)(H)	Water Rate Structure	Section 10
288.2(a)(1)(I)	Reservoir System Operation Plan	Section 11
288.2(a)(1)(J)	Means of Implementation and Enforcement	Section 12
288.2(a)(1)(K)	Coordination with Regional Water Planning Group	Section 13
288.2(c)	Review and Update of plan	Section 16

Additional Requirements (Population over 5,000)

The TCEQ includes additional requirements for water conservation plans for drinking water supplies serving a population over 5,000:

288.2(a)(2)(A)	Leak Detection, Repair and Water Loss	Section 14
288.2(a)(2)(B)	Wholesale Customer Requirements (if applicable)	Section 14

Additional Conservation Strategies

The TCEQ lists additional conservation strategies, which may be adopted by suppliers but are not required. Additional strategies are as follows:

288.2(a)(3)(A)	Conservation oriented water rates	Section 15
288.2(a)(3)(B)	Ordinances, Plumbing Codes and Rules	Section 15
288.2(a)(3)(C)	Retrofit Program	Section 15
288.2(a)(3)(D)	Reuse and Recycling of Wastewater	Section 15
288.2(a)(3)(F)	Water Conserving Landscape	Section 15

SECTION 3

WATER UTILITY PROFILE

The utility profile is in accordance with the Texas Water Use Methodology and includes information regarding population, customer date, water use data, water supply system date and wastewater system data. A copy of Brenham's Utility Profile for Retail Water Supplier is provided in Appendix B. The water system description and map is included in Appendix C. The wastewater system description and map is included in Appendix D.

SECTION 4

RECORD MANAGEMENT SYSTEM

The City maintains a record management system for billing and reporting that shows metered-billed and metered-unbilled monthly water consumption. Meter-billed water consumption is segregated into water classes aligned with the City's rate tariffs. The primary classes are residential and commercial. At the end of 2015, the City added a second report to the billing system to aid in the analysis of data pertaining to water conservation efforts. The new report realigns the billing data into the following sectors:

- Residential
- Single family
- Multi-family
- Commercial
- Institutional
- Industrial
- Agricultural

The Section II, System Data contained in the Utility Profile reflects the new sector realignment for current and prior years (historical) accounting information.

SECTION 5

SPECIFIC, QUANTIFIED 5 & 10 YEAR GOALS & TARGETS

TCEQ rules require the adoption of specific, quantified water conservations goals and targets as part of the Plan. The City of Brenham has developed 5-year and 10-year municipal water saving goals and targets which align with the Brazos River Authority's (BRA) goals and targets for municipal customers located within the Brazos G Regional Water Planning Area. The City's annual reduction goals in terms of total GPCD and residential GPCD satisfy the 1 percent reduction minimum in the BRA plan. The specific, quantified goal for the City of Brenham's total GPCD and residential GPCD is:

- A minimum of 1% reduction in GPCD per year for the next 10 years.

The targets for this goal are established under normalized weather patterns. Actual GPCD results may be higher in drought conditions and lower in years with significant, above average rainfall. Table 5-1 specifies GPCD yearly targets for total supply, total retail, and total residential customers.

Table 5-1

Year	Total Supply	Total Retail	Total Residential
2024	156	123	79
2025	154	122	78
2026	153	121	77
2027	151	119	77
2028	150	118	76
2029	148	117	75
2030	147	116	74
2031	145	115	74
2032	144	113	73
2033	143	112	72

The maximum acceptable water loss goal for distribution systems within the BRA's service area is 12 percent. The City of Brenham's water loss experience is well below this maximum. The specific, quantified goal for the City of Brenham's water loss is:

- Reduce the water loss ratio and water loss GPCD each year for the next 10 years.

The targets for this goal are shown in Table 5-2. The water loss in GPCD is based on projected water demands for the next 10 years.

Table 5-2

Year	Water Loss %	Water Loss GPCD
2024	5.7	9
2025	5.6	9
2026	5.5	8
2027	5.4	8
2028	5.3	8
2029	5.2	8
2030	5.1	7
2031	5.0	7
2032	4.9	7
2033	4.8	7

SECTION 6

METERING DEVICES- SOURCE OF SUPPLY

The City meters the amount of raw water diverted from the source of supply, Lake Somerville. The meter measures within a 5% accuracy and meets the requirements of TAC 304.13. The meter is calibrated annually and is continuously monitored by the City's SCADA system.

SECTION 7

PROGRAM FOR UNIVERSAL METERING, METER TESTING, REPAIR & REPLACEMENT

Over 88% of water usage within the City of Brenham's system is metered, including both customer and public uses of water. Meters measuring water usage within the water treatment plant are calibrated annually and continuously monitored via SCADA. Some water used for municipal purposes (e.g. park irrigation) is metered but unbilled. Between the years 2011 to 2014, the City replaced all of its customer water meters as part of an AMI initiative. Therefore, most of the meters in the customer system are less than five years old. The AMI meters are integrated with the City's billing system which uses historical data to identify potential customer meter issues. Meters registering any unusual or questionable readings are tested for accuracy. The City's practice is to replace versus repair malfunctioning water meters. Regardless of accuracy, Brenham replaces meters at 10-15 year intervals depending on meter size.

SECTION 8

MEASURES TO DETERMINE AND CONTROL WATER LOSS

Water loss is the difference between the amount of water taken from the Somerville Reservoir and the amount of water authorized for consumption, including metered water (billed or unbilled) delivered to retail, public and governmental users plus authorized but unmetered uses. Examples of authorized but unmetered uses include:

- Water line and fire hydrant flushing
- Fire hydrant testing and firefighting usage
- Street work

Measures to control water loss are part of the routine operations of Brenham. Field crews and other personnel are expected to look for and report evidence of leaks in the water distribution system. Personnel also watch for and report signs of illegal connections so they can be quickly addressed. Table 8-1 summarizes water loss control measures based on water loss cause.

Table 8-1

Water Loss Cause	Water Loss Control Measures
Breaks and Leaks	• Annual leak survey – The City surveys 25% of the water system each year to identify and repair unreported water leaks. • AC pipe replacement program – The City replaces a portion of old AC pipe each year.
Meter Inaccuracies	• AMI integration with billing system allows identification of unusual water consumption that may be due to a faulty meter. • The City has adopted a meter replacement program that systematically replaces old meters that tend to lose accuracy with age. • Purchased water and plant meters are calibrated annually and monitored continuously through the SCADA system.
Unauthorized Consumption (Theft)	• Meter activity on inactive accounts is easily identified with the AMI system. • The City provides all utilities (electric, gas, water and sewer) and personnel are trained to look for and report suspicious activity, including potential water theft.

Water loss is monitored in accordance with goals established in the water utility profile in Appendix B. With the measures described in the Plan, the goal for Brenham, is to maintain its water loss below 7%. If water loss exceeds the goal, Brenham will look at its water distribution system to determine the source(s) of and reduce the water loss. A copy of the Water Conservation Plan Annual Report is in Appendix E.

SECTION 9

A PROGRAM OF CONTINUING PUBLIC EDUCATION AND INFORMATION

The City supports a continuing public education and information campaign on water conservation. Appendix F contains samples of brochures and website information used in the program.

- The City maintains a supply of water conservation brochures at locations where water bills are paid and where new water accounts are setup. The following TWDB brochures are available for customer selection:
  - "Water Conserving Tips"
  - "Conserving Water Indoors"
  - "Conserving Water Outdoors"
- Water conservation tips "Use Water Wisely" can be downloaded from the City's website.
- The Water Conservation Plan is available on the City's website.

SECTION 10

WATER RATE STRUCTURE

The City has adopted a rate structure which is cost-based and does not encourage the excessive use of water. The inclining block rate structure is shown in the tables below.

RESIDENTIAL WATER RATES IN CITY LIMITS	
First 3,000 gallons or less	$25.35
3,001 - 10,000 gallons	$5.56 per 1,000 gallons
10,001 - 25,000 gallons	$6.96 per 1,000 gallons
25,001 and above	$8.70 per 1,000 gallons

RESIDENTIAL WATER RATES OUT OF CITY LIMITS	
First 3,000 gallons or less	$29.15
3,001 - 10,000 gallons	$6.39 per 1,000 gallons
10,001 - 25,000 gallons	$8.00 per 1,000 gallons
25,001 and above	$10.01 per 1,000 gallons

IRRIGATION SYSTEM SERVICE IN CITY LIMITS	
0 – 10,000 gallons	$7.19 per 1,000 gallons
10,001 – 25,000 gallons	$8.99 per 1,000 gallons
25,001 and above	$11.26 per 1,000 gallons

IRRIGATION SYSTEM SERVICE OUT OF CITY LIMITS	
0 – 10,000 gallons	$8.27 per 1,000 gallons
10,001 – 25,000 gallons	$10.34 per 1,000 gallons
25,001 and above	$12.95 per 1,000 gallons

COMMERCIAL AND INDUSTRIAL IN CITY LIMITS	
First 3,000 gallons or less	SEE MINIMUM CHARGE
3,001 - 10,000 gallons	$3.85 per 1,000 gallons
10,001 - 25,000 gallons	$4.81 per 1,000 gallons
25,001 and above	$6.03 per 1,000 gallons
MINIMUM CHARGE BASED ON METER SIZE	
5/8 or ¾ inch	$24.65
1 inch	$28.01
1 ½ inch	$36.41
2 inch	$46.50
3 inch	$70.03
4 inch	$103.64
6 inch	$186.67
8 inch	$288.50

COMMERCIAL AND INDUSTRIAL OUT OF CITY LIMITS	
First 3,000 gallons or less	SEE MINIMUM CHARGE
3,001 - 10,000 gallons	$4.31 per 1,000 gallons
10,001 - 25,000 gallons	$5.53 per 1,000 gallons
25,001 and above	$6.93 per 1,000 gallons
MINIMUM CHARGE BASED ON METER SIZE	
5/8 or ¾ inch	$28.35
1 inch	$32.21
1 ½ inch	$41.87
2 inch	$53.48
3 inch	$80.53
4 inch	$119.19
6 inch	$215.82
8 inch	$331.78

FIRE LINE SERVICE IN CITY LIMITS	
4 inch	$21.38 flat rate
6 inch	$62.11 flat rate
8 inch	$132.36 flat rate
10 inch	$238.02 flat rate
12 inch	$384.48 flat rate

FIRE LINE SERVICE OUT OF CITY LIMITS	
4 inch	$24.59 flat rate
6 inch	$71.43 flat rate
8 inch	$152.21 flat rate
10 inch	$273.73 flat rate
12 inch	$442.15 flat rate

CONSTRUCTION SERVICE TEMPORARY	
First 3,000 gallons or less	$28.01
3,001 - 10,000 gallons	$7.70 per 1,000 gallons
10,001 - 25,000 gallons	$9.62 per 1,000 gallons
25,001 and above	$12.06 per 1,000 gallons

SECTION 11

RESERVOIR SYSTEMS OPERATION PLAN

Not applicable to Brenham because Brenham does not own any reservoirs.

SECTION 12

IMPLEMENTATION AND ENFORCEMENT

The Mayor, or his/her designee, is hereby authorized and directed to implement the applicable provisions of the Plan upon determination that such implementation is necessary to protect public health, safety and welfare and to comply with applicable regulations.

Except as otherwise provided in the Plan, the Mayor, or his/her designee, shall have the authority to initiate, to enforce and to terminate the measures provided herein.

A copy of the ordinance is in Appendix G.

SECTION 13

COORDINATION WITH REGIONAL WATER PLANNING GROUP

The City will send a copy of this Plan, the ordinance adopting the Plan and the water utility profile to the Reginal G Water Planning Group. A copy of the Brazos River Authority Water Conservation Plan is included in Appendix H.

SECTION 14

ADDITIONAL CONTENT REQUIREMENTS

LEAK DETECTION, REPAIR AND WATER LOSS

Most water leaks, illegal connections, abandoned water services or other means of water loss are discovered through visual observation of field crews other personnel or are reported by the public. Brenham trains its personnel (e.g., meter readers, maintenance crews, etc.) to look for and report evidence of water leaks in the water distribution system to the Public Utilities Department. Personnel are asked to watch for and report signs of illegal connections and abandoned services. All leaks are repaired as soon as possible and all illegal connections and abandoned services are investigation as soon as possible in order to maintain a sound water system. Areas of the water distribution system in which numerous leaks and line breaks occur are scheduled for replacement as funds are available.

WATER CONSERVATION PLANS BY WHOLESALE CUSTOMERS

Brenham would receive authorization from the Brazos River Authority prior to providing wholesale water services to any successive wholesale customers. Brenham will include language in its wholesale water supply contract with these entities requiring said entity to develop and implement a water conservation plan or water conservation measures using the applicable elements of Title 30, Part 1, Chapter 288, Subchapter A, Rule 288.5 of the Texas Administrative Code.

SECTION 15

ADDITIONAL CONSERVATION STRATEGIES

CONSERVATION-ORIENTED WATER RATES

Brenham has adopted a rate structure which is cost based and does not encourage the excessive use of water. (Section 10)

ORDINANCES, PLUMBING CODES AND RULES

Brenham has adopted the 2012 International Plumbing Code which encourages the use of water conserving plumbing fixtures for residential and commercial construction. The State of Texas has required water-conserving fixtures in new construction and renovations since 1992.

RETROFIT PROGRAM

Retrofit of existing plumbing fixtures is being accomplished through the voluntary efforts of individual consumers and business owners. There is currently no rebate program for the replacement of existing commodes with low flush models.

REUSE

Brenham does currently use treated effluent daily for chlorination/de-chlorination and wash down at the wastewater plant. Brenham also has a reclaim station where commercial customers buy reuse water for construction and roads.

WATER CONSERVING LANDSCAPE

Brenham encourages its retail customers to incorporate Texas SmartScape principles into their respective landscapes. Texas SmartScape was developed through the North Central Texas Council of Governments in cooperation with cities, utilities and other agencies to educate citizens on the ecological, economic and aesthetic benefit of using landscape plants, shrubs, grasses and tress that are native or adapted to the regional climate and local conditions. Using Texas SmartScape principles can be both practical and beautiful, using earth-friendly techniques that conserve water resources and protect water quality.

SECTION 16

REVIEW AND UPDATE ADDITIONAL CONSERVATION STRATEGIES

The rules on minimum requirements for Water Conservation Plans can be found in Title 30 of the Texas Administrative Code (TAC), Chapter 288 (see Section 2). According to Rule 288.2 (c), a public water supplier for municipal use will review and update its water conservation plan every five (5) years to coincide with the regional water planning group process. The next review/update cycle that coincides with the regional water planning group process is **May 1, 2029**.

In order to synchronize with the regional water planning group, the City of Brenham will review, update and submit a revised plan by **May 1, 2029** and then every **five years** thereafter. Anytime the plan is revised it will be submitted within 90 days of adoption.

The City of Brenham is a municipal surface water right user of over 1,000 acre-feet and a retail public water supplier providing service to over 3,000 connections. Therefore, the updated Water Conservation Plan for the City of Brenham will be submitted to the TCEQ and a copy of the plan will be submitted to the TWDB.

Texas Commission on
Environmental Quality (TCEQ)
Resource Protection Team
P.O. Box 13087 MC-160
Austin, Texas 78711-3087

Texas Water Development Board
1700 North Congress Avenue
P.O. Box 13231 Austin, Texas
78711-3231

City Council Regular Meeting

AGENDA ITEM 8.d

Agenda Item: **Approve Final Payment in the Amount of $22,281.50 to Clark Construction of Texas Inc, Related to 2023-24 City Street Onyx Resurfacing Project and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Date: July 11, 2024

Department: Public Works

Staff Contact: Dane Rau, Director of Public Works

SUMMARY STATEMENT:

On January 4, 2024, Council approved the Onyx Sealant Work to Clark Construction with the total project cost at $222,815.

The Onyx Sealant work was completed in late April and looks really good. The streets that were part of this project were W. Wilkens, W. Jefferson, Alma, Crockett, Westwind Dr. Windy, Windswept, Stringer, Lee, Gidding Ln, E. Lubbock, and Atlow Dr. There was 36,239 square yards of street surface in which Onyx sealant was applied.

By conducting this work, it will protect these sections of roadways for many years and give it the black asphalt look again. This is considered the medium level of protection after crack sealing that was recommended in the 2020 Street Inventory.

All documents have been received and a walk through was completed on May 3rd. The work resulted in no change orders and quantities aligned with the contract.

We ask that the Council approve Final Payment to Clark Construction of Texas Inc, in the amount of $22,281.50. The residents along these streets were very positive about this project and the contractor did a good job, especially with the cooler weather and slower drying times.

ATTACHMENTS:

1. Pay App No 2 & Final
2. Letter of Substantial Completion
3. Certificate of Final Completion 00641 City of Brenham 2023-04 S
4. Certification of Payment to Subcontractors and Suppliers
5. Consent of Surety to Final Payment

RECOMMENDATION:

Approve final payment in the amount of $22,281.50 to Clark Construction of Texas Inc, related to 2023-24 City Street Onyx Resurfacing Project and authorize the Mayor to execute any necessary documentation.

APPLICATION FOR PAYMENT NO. 2 (FINAL)

TO OWNER: CITY OF BRENHAM, 200 WEST VULCAN, BRENHAM, TEXAS 77833
FROM CONTRACTOR: CLARK CONSTRUCTION OF TEXAS, INC.
PROJECT: 2023 CITY STREET RESURFACING
STRAND PROJECT NO. 3900.278

CONTRACT AWARDED: March 21, 2024
PERIOD FROM: May 3, 2024
CONST. TIME ALLOTED: 60

NOTICE TO PROCEED: March 21, 2024
PERIOD TO: May 10, 2024
TIME USED: 51

ITEM	BASE BID	CONTRACT QUANTITY	UNIT	PREVIOUS PERIOD	CURRENT PERIOD	TOTAL	UNIT PRICE	TOTAL VALUE OF WORK COMPLETED
1.	Mobilization (Not to Exceed 10% of Total Bid).	LS	1	1	0	1	$ 17,500.00	$ 17,500.00
2.	Traffic Control and Barricading.	LS	1	1	0	1	$ 2,500.00	$ 2,500.00
3.	Stormwater Pollution Prevention Plan (SWPPP).	LS	1	1	0	1	$ 3,500.00	$ 3,500.00
4.	ONYX Frictional Mastic Surface Treatmeent (0.30 Gallons per Square Yard Minimum) (Texas Department of Transportation [TxDOT] Item 3028).	SY	36,239.09	36,239.09	0.00	36,239.09	$ 5.50	$ 199,315.00
5.	Remove Existing Stop Bar (Blasting Method) (TxDOT Item 677).	LF	48	0	0	0	$ 50.00	$ -
6.	Prefabricated Pavement Markings Type C, White Solid 24-Inch (TxDOT Item 668).	LF	48	0	0	0	$ 100.00	$ -

Original Contract:	$ 222,815.00	Value of Work Performed to Date	$ 222,815.00
Plus Additions:	$ -	Plus Materials Stored at Close of Period	$ -
Less Deductions:	$ -	Net Amt Earned to Date	$ 222,815.00
Adjusted Contract:	$ 222,815.00	Less 10% Retainage	$ -
		Subtotal	$ 222,815.00
		Less Previous Pay Applications	$ 200,533.50
		Amount	**$ 22,281.50**

AFFIDAVIT & CERTIFICATION OF PAY APPLICATION BY CONTRACTOR

STATE OF TEXAS
COUNTY OF WASHINGTON

WHEREAS, the undersigned, ~~Chad~~ DAVID Clark, who being duly sworn, on oath, says that he is the legal representative of Clark Construction of Texas, Inc., has been employed by City of Brenham to furnish labor and materials for the installation of the 2023 City Street Resurfacing 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: _____ DATE: 6-3-24

CLARK CONSTRUCTION OF TEXAS, INC.

PRINTED NAME: DAVID Clark TITLE: ~~Vice~~ President

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 3rd DAY OF JUNE, 2024

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS.

RECOMMENDED BY: _____ DATE: 6.4.24
STRAND ASSOCIATES, INC.®

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

TRACY JACKSON
NOTARY PUBLIC STATE OF TEXAS
MY COMMISSION EXPIRES
09/19/2026
NOTARY ID: 12584606-7

STRAND ASSOCIATES®
Excellence in Engineering℠

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

May 8, 2024

Mr. Dane Rau, Director of Public Works
City of Brenham
200 West Vulcan Street
Brenham, TX 77833

Re: 2023 City Street Resurfacing
City of Brenham Project No. 2023-04
City of Brenham, Texas

Dear Dane,

In accordance with Article 15.03 of the General Conditions, the above-referenced project was inspected on May 3, 2024.

Based on this inspection, we have included in this preliminary certificate a date of May 3, 2024, for Substantial Completion of the project.

A punch List of Items to be Completed or Corrected, which were noted during this inspection, is enclosed.

In accordance with Article 15.03 of the General Conditions, at the time of delivery of the Preliminary Certificate of Substantial Completion, ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to the division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance, and warranties. It is our recommendation that all the requirements of the Contract Documents be followed as to division of responsibilities between OWNER and CONTRACTOR, and it is not our intent to change any of these requirements through the following recommendations.

Contract Bonds and Insurance requirements are included in Article 6 of the General Conditions and Supplementary Conditions. As specified in Article 6.01 of the General Conditions, the Performance and Payment Bonds shall remain in effect at least until one year after the date when final payment becomes due.

As specified in Article 6.03 of the General Conditions and Supplemental General Conditions, CONTRACTOR shall continue to provide Contractor's Liability Insurance for the complete project until final payment is made and during correction period when CONTRACTOR is completing its Contract obligations and include completed operations coverage for a period of three years after final payment.

As specified in Article 6.05 of the General Conditions and Supplementary Conditions, CONTRACTOR shall continue to provide property insurance for the complete project until final payment is made.

Concerning the property insurance for those areas included in partial utilization, CONTRACTOR shall provide written acknowledgement that partial utilization will take place and insurance coverage remains in effect.

Concerning site security, we recommend that OWNER be responsible for overall security of the site. OWNER shall allow CONTRACTOR reasonable access to complete work.

Concerning safety, we recommend that OWNER be responsible for safety of its work and operations and that CONTRACTOR be responsible for its work and operations. Occupational Safety and Health Act of 1970 and other federal and state requirements apply to both parties.

Contract correction period is included in Article 15.08 of the General Conditions and Supplementary Conditions. Beneficial occupancy or use by OWNER does not constitute acceptance.

Please note that, in accordance with Article 15.03, OWNER has seven days after receipt of this Preliminary Certificate of Substantial Completion during which to make written objection to ENGINEER as to any provisions of the certificate or list of work remaining.

Please call 979-836-7937 should you have any questions.

Sincerely,

STRAND ASSOCIATES, INC.®

Jared D. Engelke, P.E.

Enclosure

c/enc: Kyle Branham, Purchasing and Public Works Project Manager, City of Brenham
Chad Clark, President, Clark Construction of Texas, Inc.
Matt Yentz, Strand Associates, Inc.®

List of Items to be Completed or Corrected
2023 City Street Resurfacing
City of Brenham Project No. 2023-04
City of Brenham, Texas

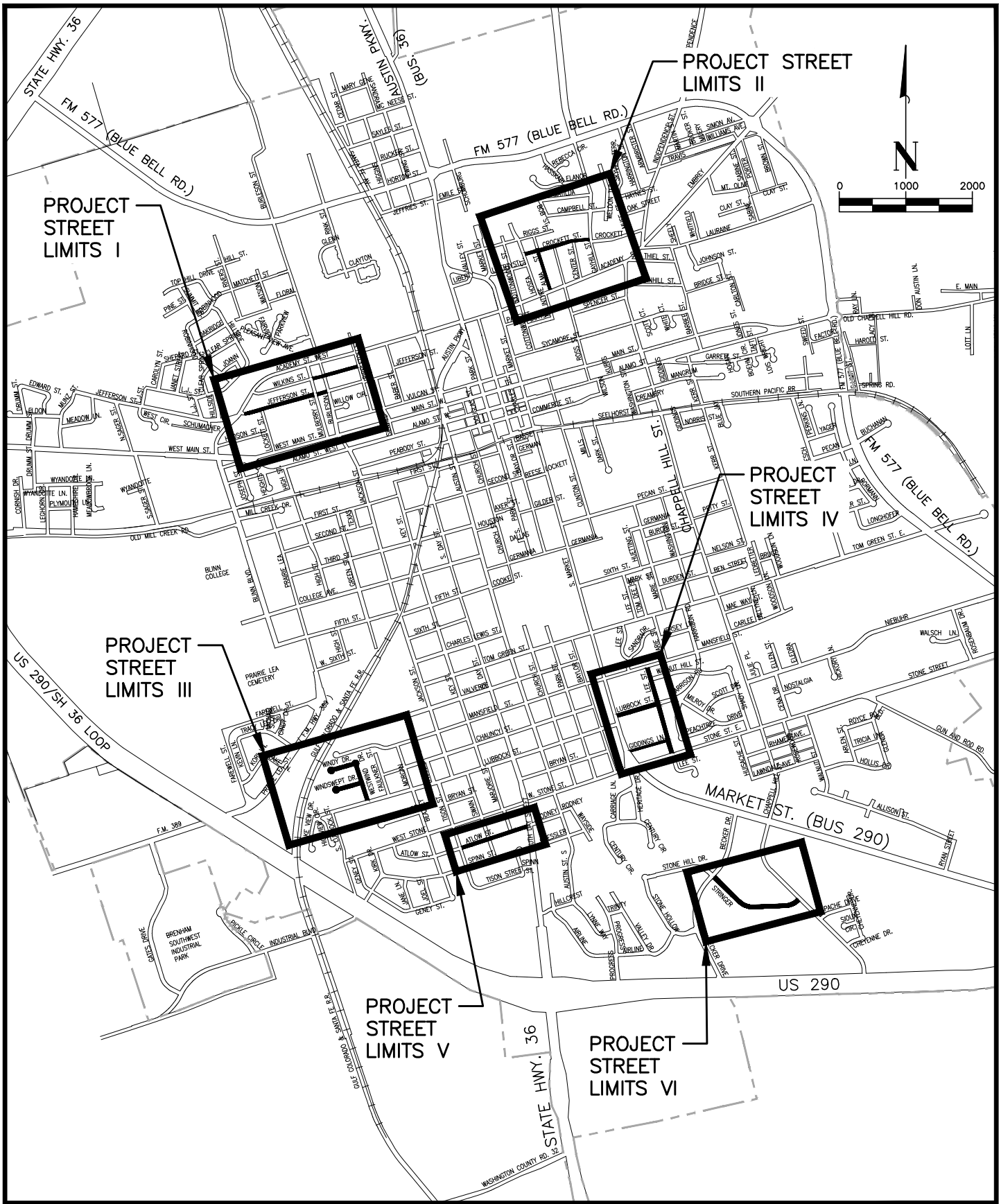
Original List Date: May 3, 2024 Updated List Date: _____

A. General

1. Perform resurfacing touchups at the locations highlighted in the enclosed Drawings. Areas identified on Atlow Avenue are for tire marks.

Enclosures

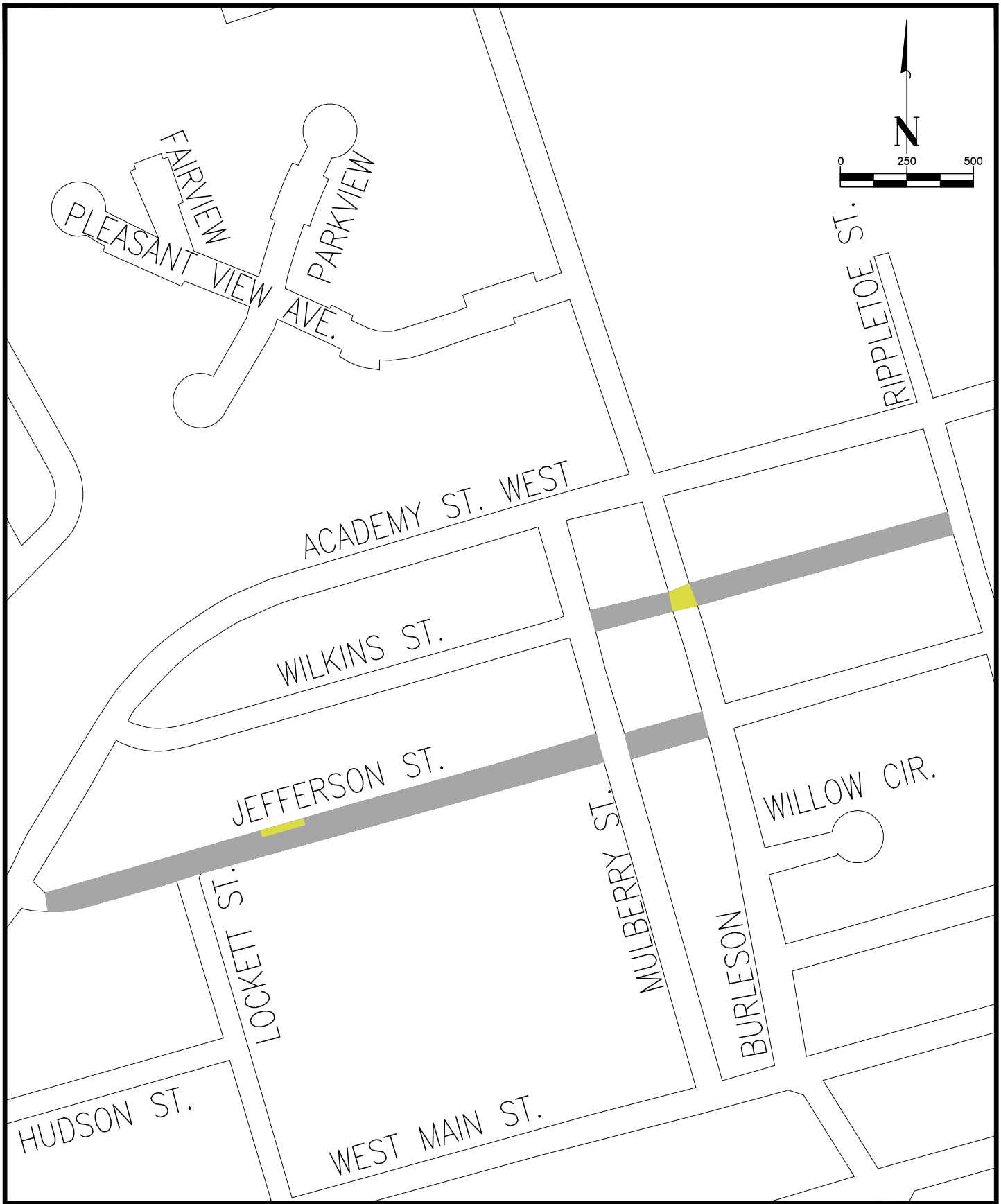
c/enc: Matt Yentz, Strand Associates, Inc.®



Strand Associates, Inc.
TBPE No. F-8405
1906 Niebuhr Street
Brenham, Texas 77833
(979) 836-7937
Fax (979) 836-7936

2023 CITY STREET RESURFACING
PROJECT LOCATION MAP
CITY OF BRENHAM, TEXAS

Scale: SEE BAR SCALE	
Project Number: 3900.278	
Drawn By: KLM	Date: 10-23
Revised:	
Sheet Number: 1	....Of.... 7



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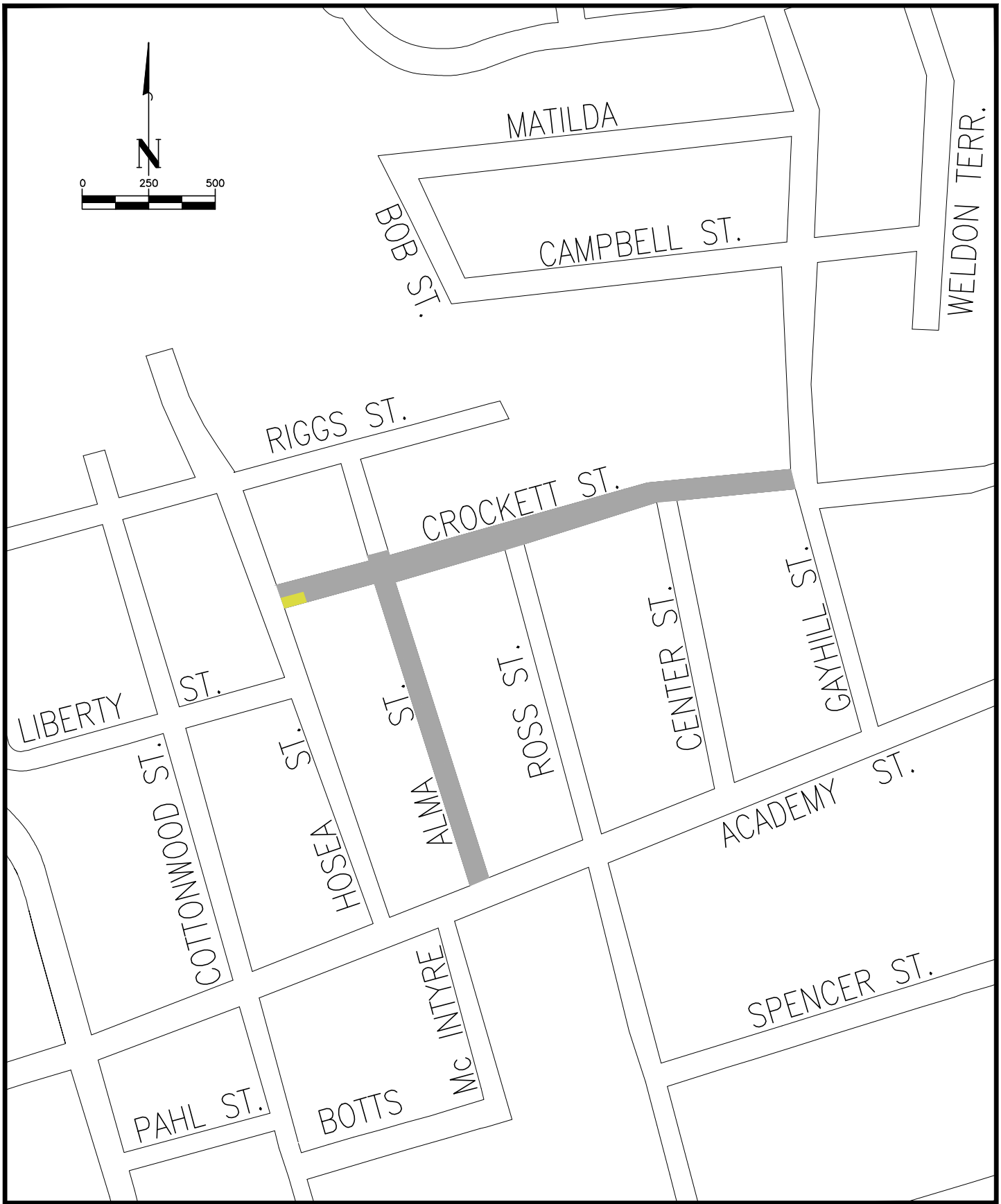
2023 CITY STREET RESURFACING

PROJECT STREET LIMITS I

CITY OF BRENHAM, TEXAS

Scale:	SEE BAR SCALE
Project Number:	3900.278
Drawn By: KLM	Date: 10-23
Revised:	
Sheet Number:	2 ....Of.... 7



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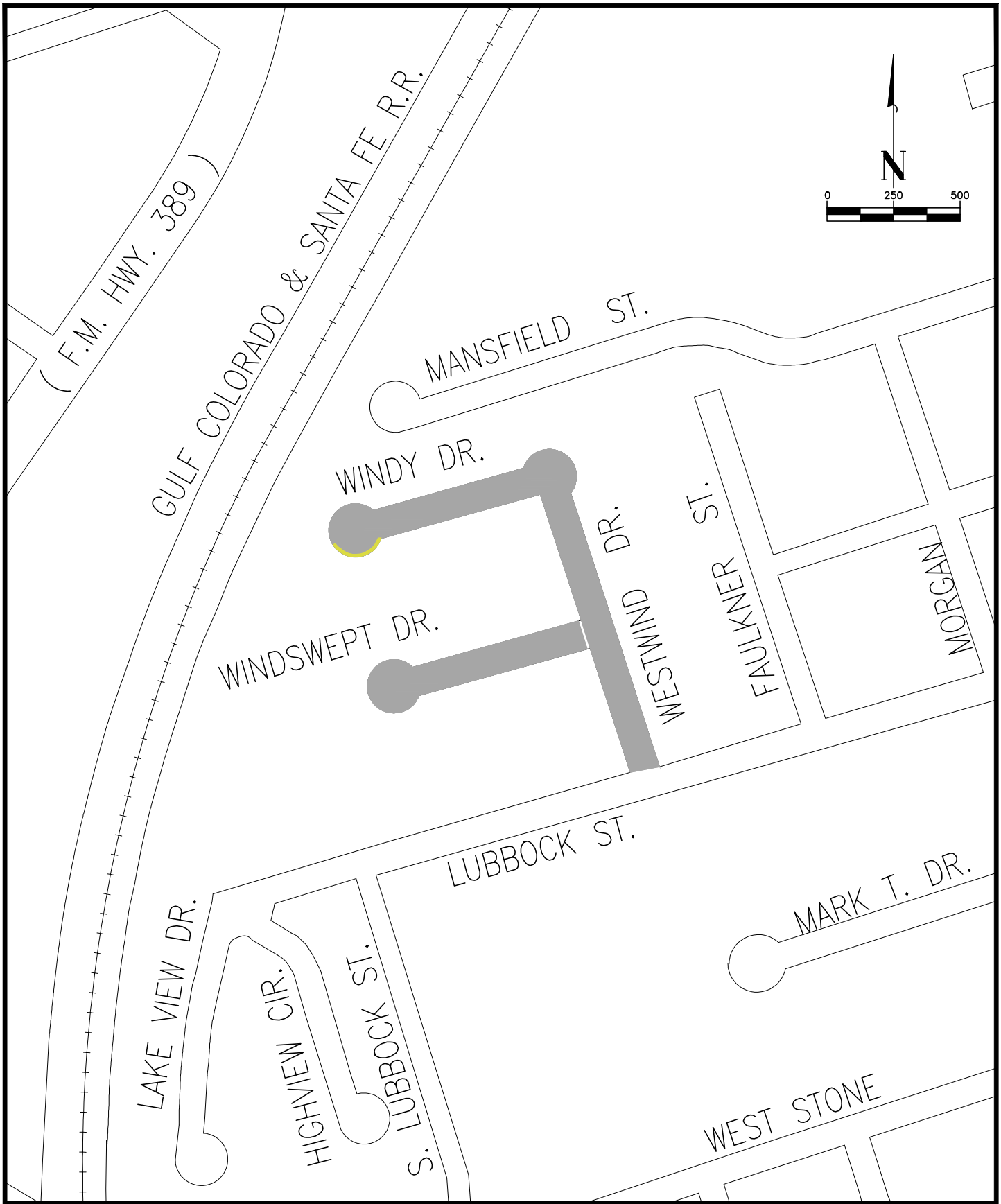
2023 CITY STREET RESURFACING

PROJECT STREET LIMITS II

CITY OF BRENHAM, TEXAS

Scale: SEE BAR SCALE	
Project Number: 3900.278	
Drawn By: KLM	Date: 10-23
Revised:	
Sheet Number: 3	....Of.... 7



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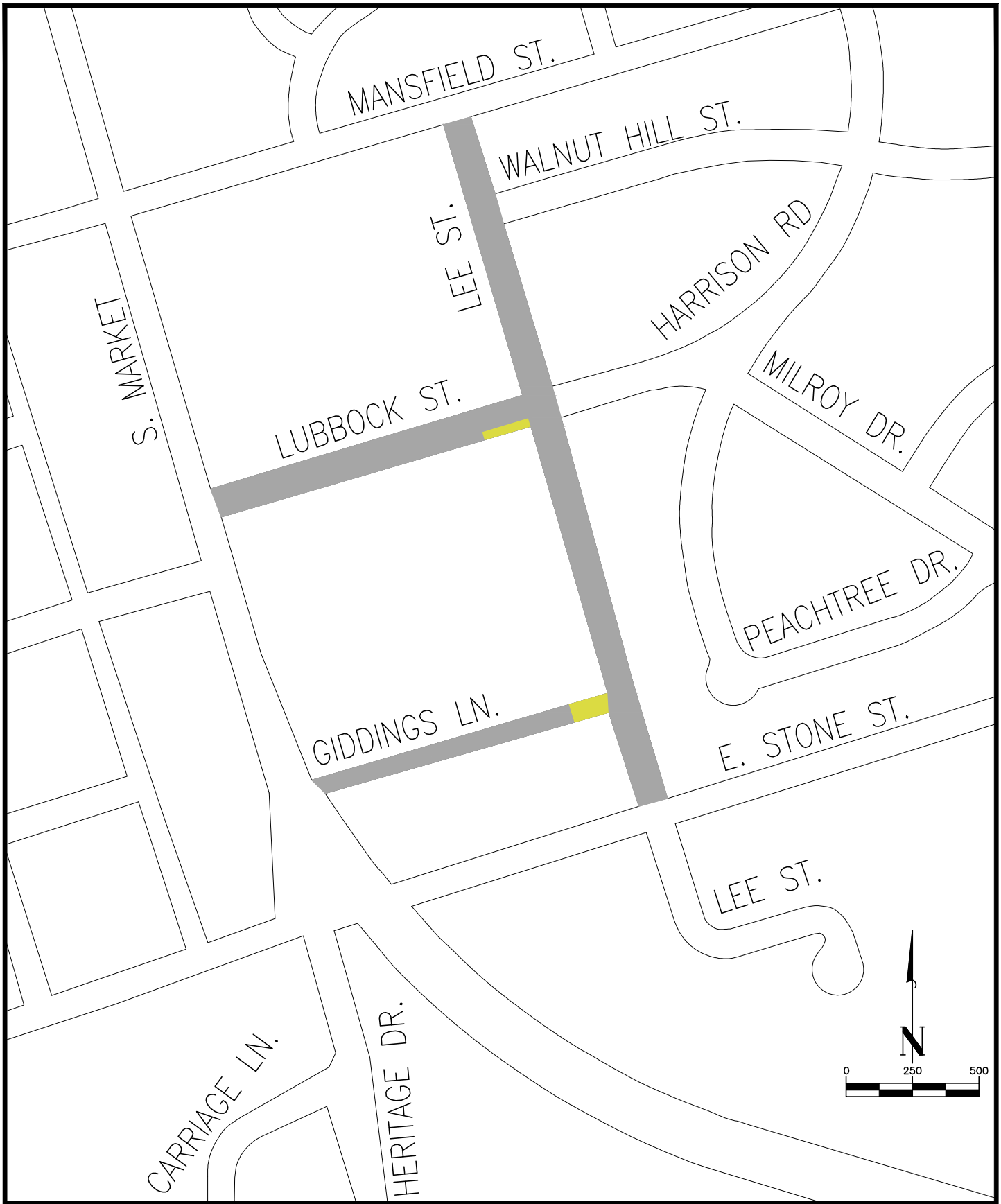
2023 CITY STREET RESURFACING
PROJECT STREET LIMITS III
CITY OF BRENHAM, TEXAS

Scale:	SEE BAR SCALE
Project Number:	3900.278
Drawn By: KLM	Date: 10-23
Revised:	
Sheet Number:	4 ....Of.... 7



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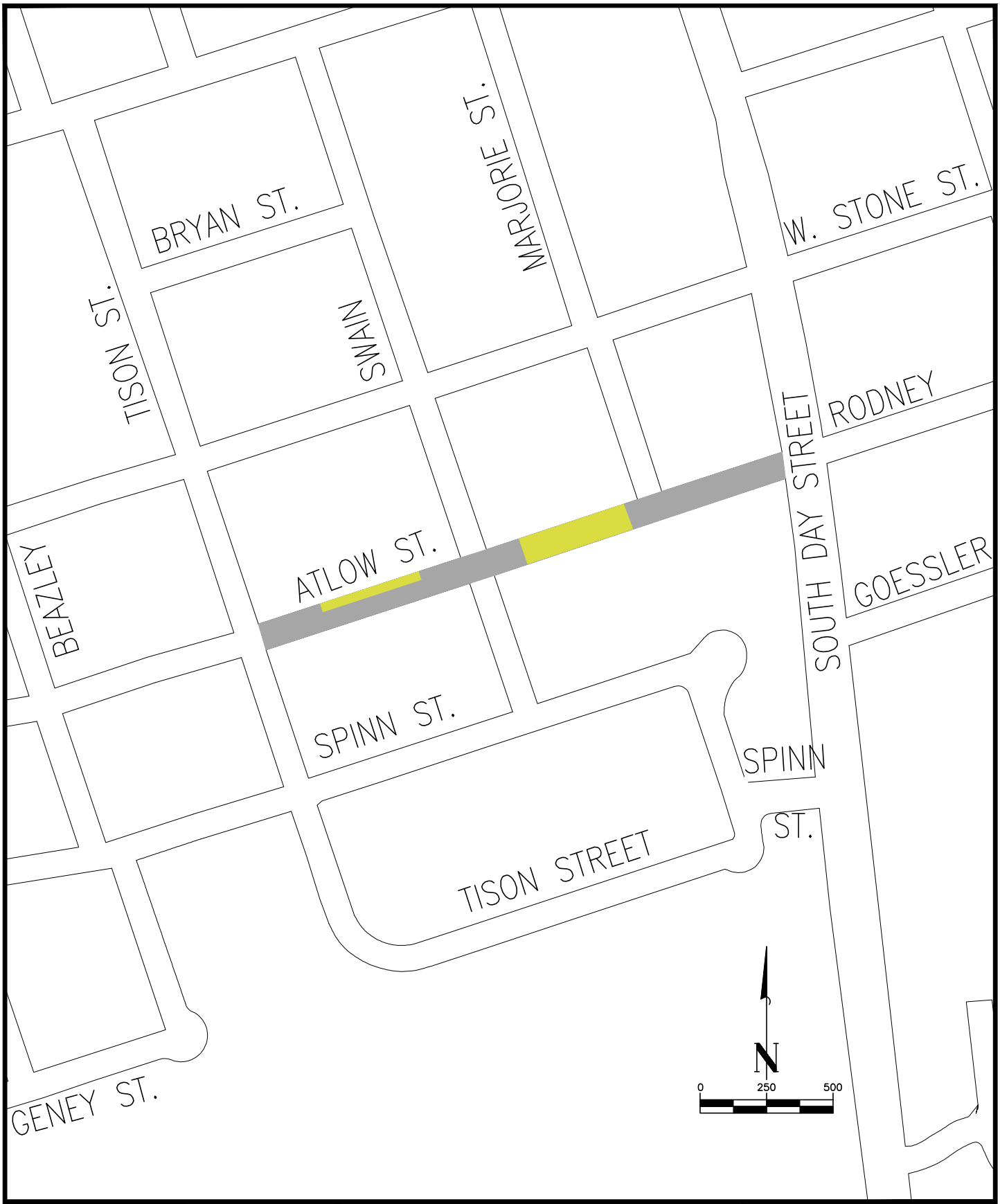
2023 CITY STREET RESURFACING
PROJECT STREET LIMITS IV
CITY OF BRENHAM, TEXAS

Scale: SEE BAR SCALE	
Project Number: 3900.278	
Drawn By: KLM	Date: 10-23
Revised:	
Sheet Number: 5	....Of.... 7



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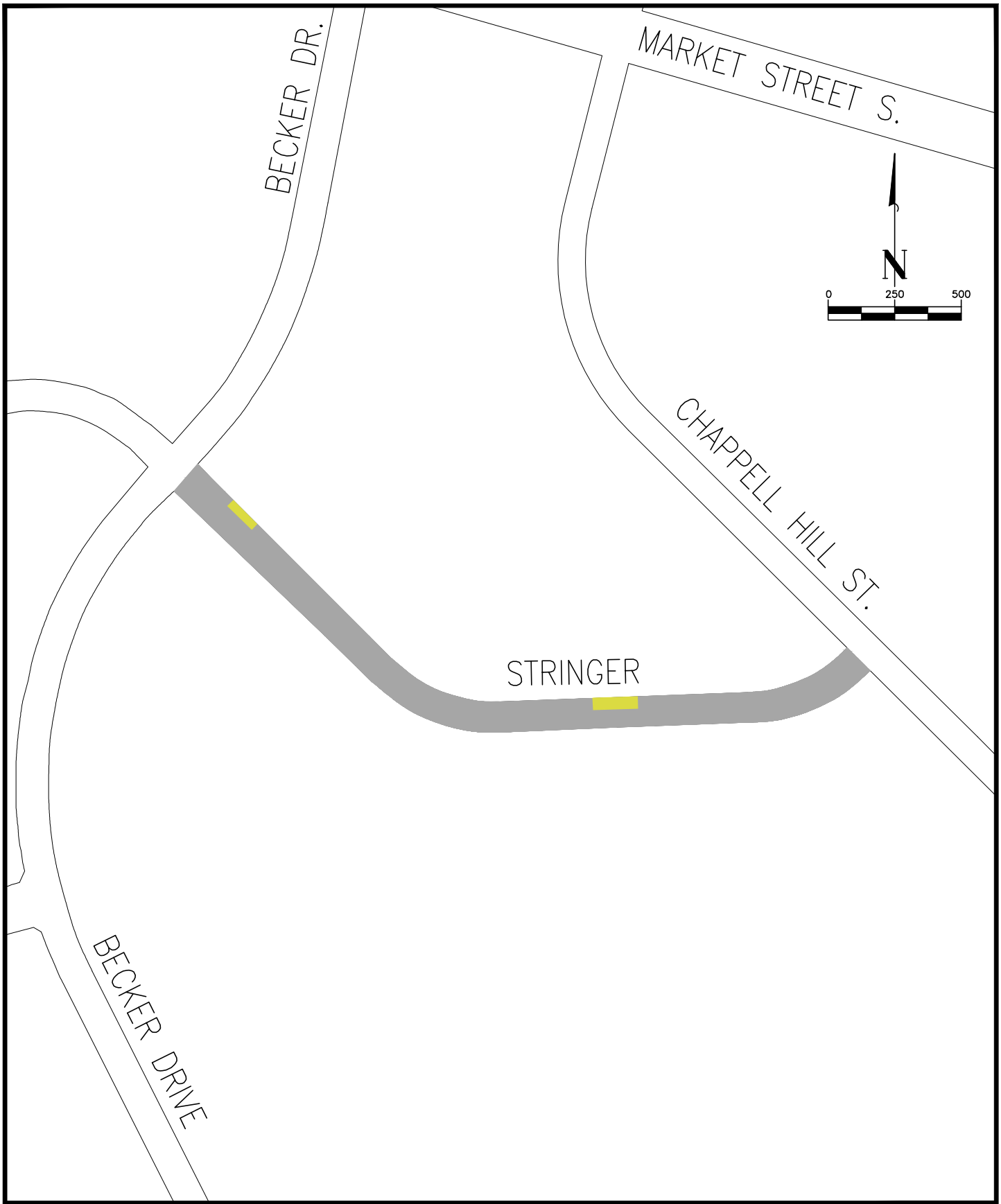
2023 CITY STREET RESURFACING
PROJECT STREET LIMITS V
CITY OF BRENHAM, TEXAS

Scale: SEE BAR SCALE	
Project Number: 3900.278	
Drawn By: KLM	Date: 10-23
Revised:	
Sheet Number: 6	....Of.... 7



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2023 CITY STREET RESURFACING
PROJECT STREET LIMITS VI
CITY OF BRENHAM, TEXAS

Scale: SEE BAR SCALE	
Project Number: 3900.278	
Drawn By: KLM	Date: 10-23
Revised:	
Sheet Number: 7	....Of.... 7

Document 00641

CERTIFICATE OF FINAL COMPLETION

CERTIFICATE OF FINAL COMPLETION OF: **2023 City Street Resurfacing**

Project No.: **2023-04**

Contract Dated: [*Contract Date*]

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Chad Clark, Vice President who, being by me duly sworn, on his oath says that he or she represents Clark Construction of Texas, Inc., the Contractor who has performed a contract with the City of Brenham for the construction of the Work described above, and is duly authorized to make this affidavit; that he or she has personally examined the Work described above as required by the Contract documents; that said Work and all items thereof have been completed and all known defects made good; that all surplus material, refuse, dirt and rubbish have been cleaned up and removed or disposed of; that all parts of Work are in a neat, tidy, finished condition and ready in all respects for acceptance by the City; that all gravel or shell roadway surfaces removed during the course of the Work have been replaced in accordance with the Specifications, that rates of pay for all labor employed on said Work have not been below the minimum set out in "Labor Classification and Minimum Wage Scale" in the Contract Documents and that within the knowledge of affiant all just bills for labor and material and for the rental or use of any equipment or apparatus, used in, on, or in connection with the Work have been paid in full by the Contractor.

Affiant's Signature

SWORN AND SUBSCRIBED before me on June 17, 2024
Date

MARY I CARRASCO
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 05/10/26
NOTARY ID 12826685-6

Notary Public in and for the State of TEXAS

Mary Carrasco
Print or type name

My Commission Expires: May 10, 2026
Expiration Date

THIS IS TO STATE that I have observed the Work performed by the above named Contractor on the above described Contract and find all things in accordance with the Contract Documents governing this Work to the best of my knowledge and belief.

Resident Project Representative

Engineer

Approved:

[*Title of Approval Authority*], [*Contracting Department*]

END OF DOCUMENT

Document 00642

CERTIFICATION OF PAYMENT TO SUBCONTRACTORS AND SUPPLIERS

The undersigned, Chad Clark (Affiant), states that he is the Vice President (Title), of Clark Construction of Texas, Inc. (Contractor) and that he is duly authorized to execute this Certification of Payment to Subcontractors and Suppliers; that Contractor has made payments to Subcontractors and Suppliers for all labor, materials, equipment, and services furnished to date for Work on Project No. 2023-04 in the amounts for which Contractor has been paid; that the labor, materials, equipment, and services covered by this Certificate of Payment have been furnished in accordance with and all in compliance with the Contract Documents; that no sums have been withheld by Contractor for Subcontractors and Suppliers as a result of any allegations of deficiencies in the Work; and that such payments were made in accordance with the Contract Documents and with the laws of the State of Texas.

Affiant's Signature

SWORN AND SUBSCRIBED before me on June 17, 2024 (Date).

MARY I CARRASCO
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 05/10/26
NOTARY ID 12826685-6

Notary Public in and for the State of TEXAS

Mary Carrasco
Print or type name

My Commission Expires: May 10, 2026
Expiration Date

END OF DOCUMENT

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

AIA DOCUMENT G707

Bond No. K41814032

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

PROJECT: 2023 City Street Resurfacing

TO (Owner)
City of Brenham
200 West Vulcan Street, Suite 206
Brenham, TX 77833

ARCHITECT'S PROJECT NO:

CONTRACT FOR: Construction

CONTRACT DATE: December 20, 2023

CONTRACTOR: Clark Construction of Texas, Inc.

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (here insert name and address of Surety Company).

Federal Insurance Company
202B Hall's Mill Road
Whitehouse Station, NJ 08889

, SURETY,

on bond of (here insert name and address of Contractor)

Clark Construction of Texas, Inc.
5140 Gibbs Sprawl Road
San Antonio, Texas 78283

, 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 (here insert name and address of Owner)

City of Brenham
200 West Vulcan Street, Suite 206
Brenham, TX 77833

, OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this 18th day of June, 2024

Federal Insurance Company
Surety Company

Witness:
(Seal):
Michael Garcia

Signature of Authorized Representative
Richard Covington, Attorney-in-Fact

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Joseph R. Aulbert, Marc W. Boots, Ashley Coleman, Richard Covington, Stephanie Moore Harold, Ashley Koletar, Vickie Lacy, Heather Noles, Melanie Salinas, Ryan Varela, Dylan Young and Maria D. Zuniga of Houston, Texas; Susan Golla of San Antonio, Texas ----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **2nd** day of **April 2024.**

Rupert HD Swindells, Assistant Secretary

Warren Eichhorn, Vice President

STATE OF NEW JERSEY
County of Hunterdon SS.

On this **2nd** day of **April, 2024** before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22,2027

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 18th day of June, 2024

Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

City Council Regular Meeting

AGENDA ITEM 9

Agenda Item: **Presentation and Discussion on the FY2023-24 Second Quarter Financial Reports**

Meeting Date: July 11, 2024

Department: Finance

Staff Contact: Julie Flagg, Chief Financial Officer

SUMMARY STATEMENT:

The Financial Division is pleased to provide financial performance reports for the quarter ending March 31, 2024. The General Fund (excluding sub-funds) and the six major utility funds are presented. All financials include comparisons of second quarter actual results versus second quarter prior year and annual amended budget. Electric and Gas Funds are presented without the impact of wholesale power and gas commodity costs which are recovered through pass-thru revenue.

ATTACHMENTS:

1. FY24 Second Quarter Financial Report

RECOMMENDATION:

Discussion only - no action will be taken.

MEMORANDUM

To: Mayor, Council and City Manager

From: Julie Flagg, Chief Financial Officer

Subject: FY 2023-24 Second Quarter Financial Report

Date: July 3, 2024

The Finance Division is pleased to provide financial performance reports for the quarter ending March 31, 2024. The General Fund (excluding sub-funds) and the six major utility funds are presented. All financials include comparisons of second quarter actual results versus second quarter prior year and annual amended budget. Electric and Gas Funds are presented without the impact of wholesale power and gas commodity costs which are recovered through pass-thru revenue.

2nd Quarter Actual Versus Annual Budget Comparison

The General Fund, the Electric Fund, the Gas Fund, the Wastewater Fund, the Sanitation Fund and the Drainage Fund experienced favorable actual to annual budget net revenues for the second quarter FY23-24. The Water Fund should reverse its loss with summer (high consumption) revenues and higher water rates which went into effect April 1st.

FINANCIAL PERFORMANCE SUMMARY

	For Period Ending March 31, 2024				
Fund	YTD Revenues & Other Sources	YTD Expenditures & Other Uses	Actual Net Revenues (Loss)	Annual Budgeted Net Revenues (Loss)	2nd QTR YTD Actual to Annual Budget $
General	$14,847,017	$10,793,329	$4,053,688	($488,259)	$4,541,947
Electric Distribution	$4,155,203	$3,887,721	$267,482	($119,690)	$387,172
Gas Distribution	$1,015,363	$844,942	$170,421	($56,950)	$227,371
Water	$2,919,205	$3,079,981	($160,776)	$401,755	($562,531)
Wastewater	$2,129,071	$2,008,008	$121,063	($4,863)	$125,923
Sanitation	$1,320,989	$1,180,984	$140,005	($162,635)	$302,640
Drainage	$353,383	$268,828	$84,555	$0	$84,555

GENERAL FUND

The General Fund posted net second quarter revenue of $4,053,688 compared to the annual budgeted net deficit of ($488,259.) In comparison, second quarter FY23 net revenue was $3,461,546. The substantial second quarter net revenue was due in part to the timing of both revenues and expenditures.

- 100.6% of the annual budgeted property tax revenue has been collected as of the end of the second quarter. With delinquent collections continuing throughout the year, property tax revenue is projected to be approximately 3% above budget for the year.
- Sales tax revenues were at 52.7% of the annual budget. We are projecting sales tax revenue to outperform the FY24 budgeted amounts by 6-7%.
- Investment income is above the annual budget as of the end of the second quarter due to strong interest rates. We expect this to continue for the rest of the year and anticipate investment income to be double the amount budgeted.
- Overall revenue is trending to finish 3-4% above the FY24 budgeted revenue.

Second quarter operating expenditures were favorable at 46.4% of the annual budgeted amount.

- Personnel costs were favorable to budget due to attrition.
- Higher expenditures are expected in the third and fourth quarters due to seasonality, including the opening of the aquatic center, higher park maintenance, and increased street maintenance costs.
- Total General Fund expenditures are on track to finish 1-2% below the FY24 budgeted expenditures.

ELECTRIC FUND

The Electric Distribution Fund posted net second quarter revenues of $267,482 which was $92,180 higher than prior year and 223.5% greater than the annual budgeted net loss of ($119,690). Highlights for the second quarter include:

- Revenues from charges for services were at 47.7% of annual budget and were higher than prior year, despite slightly lower kWh consumption (warmer winter), due to new developer fees and higher monthly minimum customer charges from a growth in accounts.
- Department operating expenditures were at 45.7% of budget and were $303,102 higher than prior year due to more capital spending, higher wages/benefits, supply costs, and franchise fees on higher pass-through/recovery of energy purchase cost revenues.
- Transfers to the General Fund were 43.6% of budget and lower than prior year because of the planned reduction in the annual transfer.

Key Electric Fund infrastructure projects for the second quarter included:

- Annual pole change-outs
- Installation of auto protection devices
- Improvements to system automation
- Market Square Projects
- Jackson Street Feeder Upgrade

- MLK Circuit Upgrade
- Blue Bell URD Cable
- Squeaky Clean Car Wash
- Pad Mount Charging Station
- Annual service installs and replacements (lines, meters and transformers)

GAS FUND

For the second quarter, the Gas Distribution Fund posted actual net revenues of $170,421, which was $57,502 higher than prior year and 299.2% greater than the annual budgeted net loss of ($56,950). Highlights for the quarter include:

- Revenues from charges for services were 57.4% of annual budget and higher than prior year by $56,888 because of higher mcf consumption and new developer fees.
- Department operating expenditures were 45.2% of annual budget and slightly favorable (lower) than prior year by $2,649 as higher operating costs in most categories were offset by lower franchise fees due to lower commodity pass-through/recovery revenues.
- The Gas Fund has no debt service.
- Transfers to the General Fund and Electric Fund were 50.6% of annual budget and higher than prior year because of higher shared service department costs.

Key Gas Fund infrastructure projects for the second quarter included:

- 6” Gas Main Loop NE
- Annual service installs and replacements (lines, meters and regulators)

WATER FUND

The Water Fund posted second quarter net loss of ($160,776) which was $181,607 less than prior year and 140.0% below annual budget net revenues of $401,755. Highlights for the second quarter include:

- Revenues from charges for services were 47.0% of annual budget and $208,745 higher than prior year because a 3% increase in consumption and the October 1st water rate increase.
- Revenues exclude the latest water rate increase (April 1st) which should accelerate revenue growth over the high consumption months in summer.
- Department operating expenditures were 51.3% of annual budget and $237,031 higher than prior year across all categories of expenditures.
- Debt service reflects one-half of August principal payment, including the new principal payment on 2024 issuance.
- Transfers-out to the General Fund and the Electric Fund for shared service cost reimbursements were at 51.5% of annual budget and $18,894 higher than prior year due to increased service costs.

Key Water Fund infrastructure projects for the second quarter included:

- Continued design and engineering on the water treatment plant expansion and the addition of Loesch Street wells (2024 Bonds)
- Generator at Atlow Booster Pump Station (ARPA Grant)
- Lead/Copper Identification (In-House Staff)

- Updated Certificate of Convenience and Necessity
- Engineering for Water Main Replacements (2024 Bonds)
- Developer Projects: Market Square Phase 2 and 4 and Ebenezer Townhome Development
- Annual new services (lines and meters)

WASTEWATER FUND

Second quarter FY23-24 net revenue for the Wastewater Fund was $121,063, which was $16,537 lower than prior year but very favorable to the annual budget loss of ($4,863). Highlights for the second quarter include:

- Revenues from charges for services were 48.4% of annual budget and 1.8% higher than prior year.
- Operating expenditures were at 46.3% of annual budget and $31,696 or 2.4% higher than prior year in all expenditure categories except maintenance and capital outlay.
- Debt service reflects one-half interest and principal payments (including 2024 bonds) paid later in the fiscal year.
- Transfers-out to the General Fund and the Electric Fund for shared service cost reimbursements were at 34.3% of the annual budget (which includes a $200,000 end-of-the-year transfer to the Water Fund) and higher than prior year on higher service costs.

Key Wastewater Fund infrastructure projects for the first quarter included:

- Completion of engineering for bringing old treatment plant on-line (ARPA Grant)
- Completion of engineering for blower rehab (ARPA Grant)
- Completion of engineering for UV Light System (ARPA Grant)
- Industrial Blvd Lift Station (2024 Bonds)
- Stone Hollow Lift Station (2022 Bonds)
- Business Center Sanitary Sewer Extension and Lift Station Installation (BCDC)
- Hwy 105 Lift Station Replacement (2024 Bonds)
- Sewer Main Replacements
- Annual service replacements
- Annual new service installs

SANITATION FUND

The Sanitation Fund posted actual second quarter net revenues of $140,005, which is $13,306 higher than the prior year and 86.1% better than the annual budget loss of ($162,635). Highlights for the second quarter include:

- Revenues from charges for services were at 49.1% of annual budget and $42,644 higher than prior year.
- Operating expenditures were at 40.9% of annual budget an $28,021 higher than prior year.
- Transfers-out to the General Fund and the Electric Fund for shared service cost reimbursements that were at 50.7% of annual budget and $4,214 lower than prior year.

DRAINAGE FUND

The Drainage Fund posted actual second quarter FY23-24 net revenues of $84,555, compared to prior year net revenues of $185,324 and annual budget net revenues of $0. Highlights for the second quarter include:

- Progress/Valley Drive Drainage Improvements which drove expenditures higher year-over-year.
- Some revenue offsets with drainage charges running 2.4% over prior year and slightly ahead of the annual budget estimate.

CONCLUSION

For the second quarter of FY 23-24, the City experienced favorable performance in six of seven funds and is on track for extending this performance relative to the annual budget. The Water Fund should recover from second quarter loss as revenues increase over high consumption months (summer) and new, higher water rates take effect. After you have reviewed this financial performance report, should you have any questions or comments prior to the council meeting, please do not hesitate to contact me directly.

CITY OF BRENHAM
GENERAL FUND 101 - BY CATEGORY
FINANCIALS - FY24 ACTUALS OCTOBER THROUGH MARCH

	YTD 2ND QTR FY23	YTD 2ND QTR FY 24	FY24 BUDGET (A)	YTD AS % BUDGET (A)
Beginning Fund Balance	6,233,087	7,812,634	7,812,634	-
CURRENT REVENUES				
Ad Valorem Taxes	5,845,922	6,370,012	6,332,843	100.6%
Sales Tax	3,555,063	3,818,363	7,247,487	52.7%
Utility Franchise Taxes	1,273,475	1,312,092	2,828,402	46.4%
Other Taxes	339,671	332,136	479,868	69.2%
Licenses & Permits	184,852	200,451	401,732	49.9%
Intergovernmental	151,887	123,531	507,843	24.3%
Charges for Service	154,104	186,298	630,945	29.5%
Fines & Forfeitures	249,553	351,763	706,695	49.8%
Investment Income	301,866	276,492	201,732	137.1%
Miscellaneous	74,819	144,479	244,913	59.0%
TOTAL REVENUES	**12,131,212**	**13,115,617**	**19,582,461**	**67.0%**
OTHER FINANCING SOURCES				
Transfers In (Utilities)	1,379,689	1,415,400	2,865,059	49.4%
Transfers In (Court)	-	-	15,000	0.0%
Transfers In (GF Hot Tax)	30,000	50,000	100,000	50.0%
Transfers In (BCDC Parks & Rec)	75,160	206,000	416,000	49.5%
Transfers In (Donations)	-	60,000	-	
TOTAL OTHER	**1,484,849**	**1,731,400**	**3,396,059**	**51.0%**
TOTAL REVENUES	**13,616,061**	**14,847,017**	**22,978,520**	**64.6%**

	YTD 2ND QTR FY23	YTD 2ND QTR FY 24	FY24 BUDGET (A)	YTD AS % BUDGET (A)
EXPENDITURES BY CATEGORY				
Personnel	6,424,699	7,036,792	15,149,813	46.4%
Supplies	581,616	522,805	1,322,244	39.5%
Maintenance	612,585	403,594	1,119,800	36.0%
Services	1,558,440	1,652,987	3,202,535	51.6%
Capital	270,177	409,639	1,079,755	37.9%
Miscellaneous	636,998	767,512	1,375,087	55.8%
TOTAL EXPENDITURES BY CATEGORY	**10,084,515**	**10,793,329**	**23,249,234**	**46.4%**
OTHER FINANCING USES				
Transfers Out (Airport Grant Fund)	70,000	-	29,500	0.0%
Transfers Out (Airport Operations)	-	-	188,045	0.0%
TOTAL OTHER FINANCING	**70,000**	**-**	**217,545**	**0.0%**
TOTAL EXPENDITURES	**10,154,515**	**10,793,329**	**23,466,779**	**46.0%**
NET REVENUES & EXPENDITURES	**3,461,546**	**4,053,688**	**(488,259)**	
FUND BALANCES - ENDING	**9,694,633**	**11,866,322**	**7,324,375**	**-**

CITY OF BRENHAM
GENERAL FUND 101 - BY TYPE
FINANCIALS - FY24 ACTUALS OCTOBER THROUGH MARCH

	YTD 2ND QTR FY23	YTD 2ND QTR FY 24	FY24 BUDGET (A)	YTD AS % BUDGET (A)
Beginning Fund Balance	6,233,087	7,812,634	7,812,634	-
CURRENT REVENUES				
Ad Valorem Taxes	5,845,922	6,370,012	6,332,843	100.6%
Sales Tax	3,555,063	3,818,363	7,247,487	52.7%
Utility Franchise Taxes	1,273,475	1,312,092	2,828,402	46.4%
Other Taxes	339,671	332,136	479,868	69.2%
Licenses & Permits	184,852	200,451	401,732	49.9%
Intergovernmental	151,887	123,531	507,843	24.3%
Charges for Service	154,104	186,298	630,945	29.5%
Fines & Forfeitures	249,553	351,763	706,695	49.8%
Investment Income	301,866	276,492	201,732	137.1%
Miscellaneous	74,819	144,479	244,913	59.0%
TOTAL REVENUES	**12,131,212**	**13,115,617**	**19,582,461**	**67.0%**
OTHER FINANCING SOURCES				
Transfers In (Utilities)	1,379,689	1,415,400	2,865,059	49.4%
Transfers In (Court)	-	-	15,000	0.0%
Transfers In (GF Hot Tax)	30,000	50,000	100,000	50.0%
Transfers In (BCDC Parks & Rec)	75,160	206,000	416,000	49.5%
Transfers In (Donations)	-	60,000	-	
TOTAL OTHER	**1,484,849**	**1,731,400**	**3,396,059**	**51.0%**
TOTAL REVENUES	**13,616,061**	**14,847,017**	**22,978,520**	**64.6%**

	YTD 2ND QTR FY23	YTD 2ND QTR FY 24	FY24 BUDGET (A)	YTD AS % BUDGET (A)
EXPENDITURES BY TYPE				
Culture/Recreation	1,655,190	1,501,990	3,376,586	44.5%
General Government	3,610,753	3,958,132	8,172,038	48.4%
Health and Welfare	245,011	359,016	671,322	53.5%
Highways/Streets	654,876	533,742	1,379,493	38.7%
Public Safety	3,648,508	4,030,810	8,570,039	47.0%
Capital Outlay	270,177	409,639	1,079,756	37.9%
TOTAL EXPENDITURES BY TYPE	**10,084,515**	**10,793,329**	**23,249,234**	**46.4%**
OTHER FINANCING USES				
Transfers Out (Airport Grant Fund)	70,000	-	29,500	0.0%
Transfers Out (Airport Operations)	-	-	188,045	0.0%
TOTAL OTHER FINANCING	**70,000**	**-**	**217,545**	**0.0%**
TOTAL EXPENDITURES	**10,154,515**	**10,793,329**	**23,466,779**	**46.0%**
NET REVENUES & EXPENDITURES	**3,461,546**	**4,053,688**	**(488,259)**	
FUND BALANCES - ENDING	**9,694,633**	**11,866,322**	**7,324,375**	**-**

CITY OF BRENHAM
GENERAL FUND 101 - BY DEPARTMENT
FINANCIALS - FY24 ACTUALS OCTOBER THROUGH MARCH

	YTD 2ND QTR FY23	YTD 2ND QTR FY 24	FY24 BUDGET (A)	YTD AS % BUDGET (A)
Beginning Fund Balance	6,233,087	7,812,634	7,812,634	-
CURRENT REVENUES				
Ad Valorem Taxes	5,845,922	6,370,012	6,332,843	100.6%
Sales Tax	3,555,063	3,818,363	7,247,487	52.7%
Utility Franchise Taxes	1,273,475	1,312,092	2,828,402	46.4%
Other Taxes	339,671	332,136	479,868	69.2%
Licenses & Permits	184,852	200,451	401,732	49.9%
Intergovernmental	151,887	123,531	507,843	24.3%
Charges for Service	154,104	186,298	636,146	29.3%
Fines & Forfeitures	249,553	351,763	706,695	49.8%
Investment Income	301,866	276,492	201,732	137.1%
Miscellaneous	74,819	144,479	239,712	60.3%
TOTAL REVENUES	**12,131,212**	**13,115,617**	**19,582,461**	**67.0%**
OTHER FINANCING SOURCES				
Transfers In (Utilities)	1,379,689	1,415,400	2,865,059	49.4%
Transfers In (Court)			15,000	0.0%
Transfers In (GF Hot Tax)	30,000	50,000	100,000	50.0%
Transfers In (BCDC Parks & Rec)	75,160	206,000	416,000	49.5%
Transfers In (Donations)	-	60,000	-	
TOTAL OTHER	**1,484,849**	**1,731,400**	**3,396,059**	**51.0%**
TOTAL REVENUES	**13,616,061**	**14,847,017**	**22,978,520**	**64.6%**

	YTD 2ND QTR FY23	YTD 2ND QTR FY 24	FY24 BUDGET (A)	YTD AS % BUDGET (A)
EXPENDITURES BY DEPARTMENT				
Dept 049 Marketing & PR	194,937	115,579	247,441	46.7%
Dept 100 Non-Dept Direct	579,459	672,960	1,109,979	60.6%
Dept 110 Non-Dept Misc	34,293	24,034	194,165	12.4%
Dept 121 Administration	473,096	537,552	1,059,440	50.7%
Dept 122 Development Services	554,451	532,073	1,174,726	45.3%
Dept 123 Human Resources	189,482	219,327	453,651	48.3%
Dept 125 Main Street	41,735	66,056	153,258	43.1%
Dept 131 Maintenance	445,857	495,615	974,231	50.9%
Dept 133 Finance	442,217	579,445	1,125,292	51.5%
Dept 135 Purchasing/Warehouse	173,664	151,702	406,020	37.4%
Dept 141 Streets	654,157	628,500	1,464,289	42.9%
Dept 144 Parks & Recreation	691,642	808,001	1,552,948	52.0%
Dept 146 Library	282,756	247,710	610,676	40.6%
Dept 149 Aquatics	485,527	408,143	1,079,684	37.8%
Dept 151 Police	2,683,964	2,703,135	5,910,103	45.7%
Dept 152 Fire	1,234,817	1,416,451	3,290,772	43.0%
Dept 154 Animal Services	245,011	359,016	671,322	53.5%
Dept 155 Municipal Court	201,887	208,034	432,122	48.1%
Dept 167 General Govt Services	163,720	185,344	329,734	56.2%
Dept 172 Information Technology	311,843	434,652	1,009,381	43.1%
TOTAL EXPENDITURES BY DEPT	**10,084,515**	**10,793,329**	**23,249,234**	**46.4%**
OTHER FINANCING USES				
Transfers Out (Airport Grant Fund)	70,000	-	29,500	0.0%
Transfers Out (Airport Operations)	-	-	188,045	0.0%
TOTAL OTHER FINANCING	**70,000**	**-**	**217,545**	**0.0%**
TOTAL EXPENDITURES	**10,154,515**	**10,793,329**	**23,466,779**	**46.0%**
NET REVENUES & EXPENDITURES	**3,461,546**	**4,053,688**	**(488,259)**	
FUND BALANCES - ENDING	**9,694,633**	**11,866,322**	**7,324,375**	**-**

CITY OF BRENHAM
ELECTRIC FUND 102 - DISTRIBUTION OPERATIONS
MONTHLY FINANCIALS - FY24 ACTUALS OCTOBER THROUGH MARCH

IN $	2ND QTR FY 23	2ND QTR FY 24	FY24 BUDGET (A)	YTD AS % BUDGET (A)
OPERATING REVENUES				
CHARGES FOR SERVICES	3,325,449	3,588,564	7,529,513	47.7%
TOTAL REVENUES	3,325,449	3,588,564	7,529,513	47.7%
OPERATING EXPENDITURES				
SALARIES	1,208,415	1,264,319	2,608,021	48.5%
SUPPLIES	86,951	115,527	227,178	50.9%
MAINTENANCE	66,376	49,104	201,300	24.4%
CONTRACTUAL SERVICES	232,647	225,809	508,339	44.4%
CAPITAL OUTLAY (NET BOND PROJECTS) a.	233,652	416,493	906,376	46.0%
GROSS REVENUE TAX	726,227	785,202	1,776,987	44.2%
MISCELLANEOUS	110,046	110,962	266,913	41.6%
TOTAL OPERATING EXPENDITURES	2,664,314	2,967,416	6,495,114	45.7%
OPERATING INCOME (LOSS)	661,135	621,148	1,034,399	60.0%
NONOPERATING REVENUES (EXPENDITURES)				
DEBT SERVICE:				
INT/FISCAL CHARGES (FEB BOND INT + 1/2 CHIPPER (SEP))	(30,746)	(30,031)	(60,062)	50.0%
PRINCIPAL RETIREMENT (1/2 BOND (AUG) & 1/2 CHIPPER (SEP))	(51,354)	(52,069)	(104,138)	50.0%
ISSUANCE COSTS	-	-	-	-
INTERGOVERNMENTAL	-	-		-
INVESTMENT INCOME (NET BOND INV INT) b.	50,400	187,688	251,080	74.8%
GAIN ON SALE OF CAPITAL ASSETS	23,200	-	-	-
MISCELLANEOUS, NET	22,095	25,875	18,838	137.4%
TOTAL NONOPERATING REVENUES (EXP)	13,595	131,463	105,718	124.4%
INCOME (LOSS) BEFORE CONTRIBUTIONS AND TRANSFERS	674,730	752,611	1,140,117	66.0%
TRANSFERS IN	353,151	353,076	661,480	53.4%
TRANSFERS OUT	(852,579)	(838,205)	(1,921,287)	43.6%
TOTAL TRANSFERS IN/(OUT)	(499,428)	(485,129)	(1,259,807)	38.5%
CHANGE IN NET POSITION DISTRIBUTION	175,302	267,482	(119,690)	-223.5%
WHOLESALE POWER COST (PASS-THROUGH)				
TOTAL CHARGES FOR SERVICES	7,364,037	8,186,544	18,703,936	43.8%
TOTAL PURCHASE POWER COSTS	7,811,982	8,200,757	18,702,051	43.8%
CHANGE IN NET POSITION ENERGY	(447,944)	(14,213)	1,885	-754.0%

CITY OF BRENHAM
GAS FUND 103 - DISTRIBUTION OPERATIONS
MONTHLY FINANCIALS - FY24 ACTUALS OCTOBER THROUGH MARCH

IN $	2ND QTR FY 23	2ND QTR FY 24	FY24 BUDGET (A)	YTD AS % BUDGET (A)
OPERATING REVENUES				
CHARGES FOR SERVICES	922,480	979,368	1,704,896	57.4%
TOTAL REVENUES	922,480	979,368	1,704,896	57.4%
OPERATING EXPENDITURES				
SALARIES	274,808	288,213	566,509	50.9%
SUPPLIES	17,720	22,036	41,725	52.8%
MAINTENANCE	11,128	8,410	43,860	19.2%
CONTRACTUAL SERVICES	10,461	17,099	49,263	34.7%
CAPITAL OUTLAY	67,981	85,822	327,991	26.2%
GROSS REVENUE TAX	170,844	131,846	200,203	65.9%
MISCELLANEOUS	17,152	14,018	25,603	54.8%
TOTAL OPERATING EXPENDITURES	570,093	567,445	1,255,154	45.2%
OPERATING INCOME (LOSS)	352,386	411,923	449,742	91.6%
NONOPERATING REVENUES (EXPENDITURES)				
DEBT SERVICE:				
INT/FISCAL CHARGES (NO DEBT)	-	-	-	-
PRINCIPAL RETIREMENT (NO DEBT)	-	-	-	-
ISSUANCE COSTS	-	-	-	-
INTERGOVERNMENTAL	-	-		-
INVESTMENT INCOME (NET BOND INV INT) b.	17,896	35,995	41,402	86.9%
GAIN ON SALE OF CAPITAL ASSETS	-	-	-	-
MISCELLANEOUS, NET	-	-	-	-
TOTAL NONOPERATING REVENUES (EXP)	17,896	35,995	41,402	86.9%
INCOME (LOSS) BEFORE CONTRIBUTIONS AND TRANSFERS	370,282	447,918	491,144	91.2%
TRANSFERS IN	-	-	-	-
TRANSFERS OUT	(257,364)	(277,497)	(548,094)	50.6%
TOTAL TRANSFERS IN/(OUT)	(257,364)	(277,497)	(548,094)	50.6%
CHANGE IN NET POSITION DISTRIBUTION	112,918	170,421	(56,950)	-299.2%
COMMODITY COST (PASS-THROUGH)				
TOTAL CHARGES FOR SERVICES	1,543,474	965,993	1,218,854	79.3%
TOTAL COMMODITY COSTS	1,233,186	924,420	1,218,854	75.8%
CHANGE IN NET POSITION ENERGY	310,288	41,573	-	-

CITY OF BRENHAM
WATER FUND 104 - TREATMENT & DISTRIBUTION OPERATIONS
MONTHLY FINANCIALS - FY24 ACTUALS OCTOBER THROUGH MARCH

IN $	2ND QTR FY 23	2ND QTR FY 24	FY24 BUDGET (A)	YTD AS % BUDGET (A)
OPERATING REVENUES				
CHARGES FOR SERVICES	2,634,165	2,842,910	6,043,204	47.0%
TOTAL REVENUES	2,634,165	2,842,910	6,043,204	47.0%
OPERATING EXPENDITURES				
COST OF SALES AND SERVICES	218,856	232,535	467,556	49.7%
SALARIES	492,628	520,364	1,081,738	48.1%
SUPPLIES	523,409	553,790	949,851	58.3%
MAINTENANCE	102,257	120,168	265,995	45.2%
CONTRACTUAL SERVICES	189,002	224,704	453,590	49.5%
CAPITAL OUTLAY	97,180	191,692	356,741	53.7%
GROSS REVENUE TAX	178,403	192,477	408,148	47.2%
MISCELLANEOUS	15,422	18,458	23,097	79.9%
TOTAL OPERATING EXPENDITURES	1,817,157	2,054,188	4,006,716	51.3%
OPERATING INCOME (LOSS)	817,008	788,722	2,036,488	38.7%
NONOPERATING REVENUES (EXPENDITURES)				
DEBT SERVICE:				
INT/FISCAL CHARGES (FEB BOND)	(149,526)	(125,504)	(454,409)	27.6%
PRINCIPAL RETIREMENT (1/2 BOND (AUG))	(455,851)	(525,000)	(950,763)	55.2%
ISSUANCE COSTS	-	(76,171)	-	-
INTERGOVERNMENTAL	-	-		-
INVESTMENT INCOME (NET BOND INV INT) b.	4,162	33,301	8,404	396.3%
GAIN ON SALE OF CAPITAL ASSETS	-	-	-	-
MISCELLANEOUS, NET	85,262	42,994	77,169	55.7%
TOTAL NONOPERATING REVENUES (EXP)	(515,953)	(650,380)	(1,319,599)	49.3%
INCOME (LOSS) BEFORE CONTRIBUTIONS AND TRANSFERS	301,055	138,342	716,889	19.3%
TRANSFERS IN	-	-	265,900	0.0%
TRANSFERS OUT	(280,224)	(299,118)	(581,034)	51.5%
TOTAL TRANSFERS IN/(OUT)	(280,224)	(299,118)	(315,134)	94.9%
CHANGE IN NET POSITION DISTRIBUTION	20,831	(160,776)	401,755	-40.0%

CITY OF BRENHAM
WASTEWATER FUND 105 - COLLECTION & TREATMENT OPERATIONS
MONTHLY FINANCIALS - FY24 ACTUALS OCTOBER THROUGH MARCH

IN $	2ND QTR FY 23	2ND QTR FY 24	FY24 BUDGET (A)	YTD AS % BUDGET (A)
OPERATING REVENUES				
CHARGES FOR SERVICES	1,996,862	2,032,370	4,200,357	48.4%
TOTAL REVENUES	1,996,862	2,032,370	4,200,357	48.4%
OPERATING EXPENDITURES				
SALARIES	358,841	467,120	891,097	52.4%
SUPPLIES	121,528	126,707	275,500	46.0%
MAINTENANCE	104,280	66,369	277,250	23.9%
CONTRACTUAL SERVICES	438,190	452,943	1,005,455	45.0%
CAPITAL OUTLAY	96,594	27,948	95,668	29.2%
GROSS REVENUE TAX	127,364	129,973	265,475	49.0%
MISCELLANEOUS	55,348	62,781	68,715	91.4%
TOTAL OPERATING EXPENDITURES	1,302,144	1,333,841	2,879,160	46.3%
OPERATING INCOME (LOSS)	694,717	698,529	1,321,197	52.9%
NONOPERATING REVENUES (EXPENDITURES)				
DEBT SERVICE:				
INT/FISCAL CHARGES (1/2 BONDS & 1/2 EQUIPMENT (JUN & SEP))	(60,301)	(54,825)	(316,798)	17.3%
PRINCIPAL RETIREMENT (1/2 BONDS (AUG)& 1/2 EQUIPMENT (JUN & SEP))	(358,356)	(324,733)	(466,271)	69.6%
ISSUANCE COSTS	-	(84,428)	-	-
INTERGOVERNMENTAL	-	-		-
INVESTMENT INCOME (NET BOND INV INT) b.	16,812	94,608	69,000	137.1%
GAIN ON SALE OF CAPITAL ASSETS	-	-	-	-
MISCELLANEOUS, NET	39,712	2,093	850	246.2%
TOTAL NONOPERATING REVENUES (EXP)	(362,133)	(367,285)	(713,219)	51.5%
INCOME (LOSS) BEFORE CONTRIBUTIONS AND TRANSFERS	332,584	331,244	607,978	54.5%
TRANSFERS IN	-	-	-	-
TRANSFERS OUT	(194,984)	(210,181)	(612,841)	34.3%
TOTAL TRANSFERS IN/(OUT)	(194,984)	(210,181)	(612,841)	34.3%
CHANGE IN NET POSITION DISTRIBUTION	137,600	121,063	(4,863)	-2489.5%

CITY OF BRENHAM
SANITATION FUND 106
MONTHLY FINANCIALS - FY24 ACTUALS OCTOBER THROUGH MARCH

IN $	2ND QTR FY 23	2ND QTR FY 24	FY24 BUDGET (A)	YTD AS % BUDGET (A)
OPERATING REVENUES				
CHARGES FOR SERVICES	1,191,014	1,233,658	2,513,331	49.1%
TOTAL REVENUES	1,191,014	1,233,658	2,513,331	49.1%
OPERATING EXPENDITURES				
SALARIES	-	-	-	-
SUPPLIES	-	-	-	-
MAINTENANCE	-	-	-	-
CONTRACTUAL SERVICES	1,009,107	1,037,057	2,536,983	40.9%
CAPITAL OUTLAY	-	-	-	-
GROSS REVENUE TAX	-	-	-	-
MISCELLANEOUS	381	452	957	47.2%
TOTAL OPERATING EXPENDITURES	1,009,488	1,037,509	2,537,940	40.9%
OPERATING INCOME (LOSS)	181,525	196,149	(24,609)	-797.1%
NONOPERATING REVENUES (EXPENDITURES)				
DEBT SERVICE:				
INT/FISCAL CHARGES (NO DEBT)	-	-	-	-
PRINCIPAL RETIREMENT (NO DEBT)	-	-	-	-
ISSUANCE COSTS	-	-	-	-
INTERGOVERNMENTAL	-	-		-
INVESTMENT INCOME (NET BOND INV INT) b.	17,592	12,061	12	100506.3%
GAIN ON SALE OF CAPITAL ASSETS	-	-	-	-
MISCELLANEOUS, NET	75,272	75,271	144,771	52.0%
TOTAL NONOPERATING REVENUES (EXP)	92,863	87,332	144,783	60.3%
INCOME (LOSS) BEFORE CONTRIBUTIONS AND TRANSFERS	274,389	283,480	120,174	235.9%
TRANSFERS IN	-	-	-	-
TRANSFERS OUT	(147,689)	(143,475)	(282,809)	50.7%
TOTAL TRANSFERS IN/(OUT)	(147,689)	(143,475)	(282,809)	50.7%
CHANGE IN NET POSITION	126,700	140,005	(162,635)	-86.1%

CITY OF BRENHAM
DRAINAGE FUND 107
MONTHLY FINANCIALS - FY24 ACTUALS OCTOBER THROUGH MARCH

IN $	2ND QTR FY 23	2ND QTR FY 24	FY24 BUDGET (A)	YTD AS % BUDGET (A)
OPERATING REVENUES				
CHARGES FOR SERVICES	345,139	353,383	698,612	50.6%
TOTAL REVENUES	345,139	353,383	698,612	50.6%
OPERATING EXPENDITURES				
SALARIES	60,765	66,431	132,939	50.0%
SUPPLIES	6,909	5,773	25,300	22.8%
MAINTENANCE	62,644	34,448	172,100	20.0%
CONTRACTUAL SERVICES	1,375	12,660	15,100	83.8%
CAPITAL OUTLAY	-	110,158	129,330	85.2%
GROSS REVENUE TAX	-	-	-	-
MISCELLANEOUS	3,083	3,065	3,483	88.0%
TOTAL OPERATING EXPENDITURES	134,775	232,534	478,252	48.6%
OPERATING INCOME (LOSS)	210,364	120,849	220,360	54.8%
NONOPERATING REVENUES (EXPENDITURES)				
DEBT SERVICE:				
INT/FISCAL CHARGES (1/2 STREET SWEEPER (APR) & GRADALL (SEP))	(1,073)	(1,727)	(4,794)	36.0%
PRINCIPAL RETIREMENT (1/2 OF STREET SWEEPER (APR) & GRADALL (SEP))	(23,967)	(34,567)	(67,793)	51.0%
ISSUANCE COSTS	-	-	-	-
INTERGOVERNMENTAL	-	-		-
INVESTMENT INCOME (NET BOND INV INT) b.	-	-	5,500	0.0%
GAIN ON SALE OF CAPITAL ASSETS	-	-	-	-
MISCELLANEOUS, NET	-	-	750	0.0%
TOTAL NONOPERATING REVENUES (EXP)	(25,040)	(36,294)	(66,337)	54.7%
INCOME (LOSS) BEFORE CONTRIBUTIONS AND TRANSFERS	185,324	84,555	154,023	54.9%
TRANSFERS IN	-	-	-	-
TRANSFERS OUT	-	-	(154,023)	0.0%
TOTAL TRANSFERS IN/(OUT)	-	-	(154,023)	0.0%
CHANGE IN NET POSITION	185,324	84,555	- -	

City Council Regular Meeting

AGENDA ITEM 10

Agenda Item: **Presentation and Discussion on the City of Brenham's Code of Ordinances, Appendix A: Zoning, Section 10 and Chapter 23, Subdivisions, Related to:**

a. **Accessory Dwelling Units (ADU's)**
b. **Accessory Structures**
c. **Alleyways in Townhome Developments**

Meeting Date: July 11, 2024

Department: Development Services

Staff Contact: Stephanie Doland, Director of Development Services

SUMMARY STATEMENT:

The Zoning Ordinance and Subdivision Regulations are living documents that require revisions from time to time to reflect new codes, make corrections, to revise/add new definitions, to allow for new uses or perhaps remove uses that are no longer seen as compatible within a particular zoning district or development pattern. In the past year, the Development Services Staff has made note of several revisions to be considered by the Planning & Zoning Commission and City Council.

Development Services proposes to amend the City of Brenham's Code of Ordinances, Appendix A: Zoning, Section 10; and to amend the City of Brenham's Code of Ordinances, Chapter 23, Subdivisions, to include:

1. A revision of the Accessory Dwelling Unit standard provision regarding the residency requirement found in Part 2, Division 1, Section 10 – Accessory Structures, location and regulations; and
2. A revision of the Accessory Structure setback provisions found in Part 2, Division, 1, Section 10 – Accessory Structures, location and regulations to require accessory structures on corner lots to be setback behind the front façade of the principal structure on the nearest adjacent lot; and
3. A revision to Section 23-17 that prohibited alleys in new subdivisions. Revise language to encourage the use of alleys in townhome developments (garage access).

Staff will provide a presentation during the work session highlighting the options associated with the proposed amendments and will seek additional direction from Council.

ATTACHMENTS:

None

RECOMMENDATION:

Discussion only - no action will be taken.

City Council Regular Meeting

AGENDA ITEM 11

Agenda Item: **Presentation and Discussion on the City of Brenham's Code of Ordinances Chapter 6, Building and Structures, and Chapter 8, Fire Protection and Prevention, Related to the Adoption of the 2021 Edition of the International Building Codes and the 2020 National Electric Code**

Meeting Date: July 11, 2024

Department: Development Services

Staff Contact: Stephanie Doland, Director of Development Services

SUMMARY STATEMENT:

Staff will provide Council with information concerning the upcoming proposed amendment to Chapter 6 – Buildings and Structures of the Brenham Code of Ordinances to adopt the 2021 Editions of the International Building Code Suite and the 2020 National Electric Code. Currently, City of Brenham follows the 2018 Suite of the International Building Codes (see below) and the 2017 National Electric Code. Staff will provide an update on the significant changes between the existing and proposed codes as well as the process to communicate to the development community of the proposed code update. Updates to current editions of the International Building Code and Complimentary Building Codes are recommended in an effort to maintain a safe built community for Brenham. The routine updating of the Ordinance of the Building Codes and Complimentary Codes also helps with lower premiums for building insurance rates for our community since the Building Code updates demonstrate a building safety plan through the nationally recognized Insurance Services Offices (ISO). Chapter 6 - Buildings and Structures of the Brenham Code of Ordinances currently includes:

- 2018 International Building Code
- 2017 National Electric Code (NEC)
- 2018 International Mechanical Code
- 2018 International Property Maintenance Code
- 2018 International Plumbing Code
- 2018 International Energy Conservation Code
- 2018 International Residential Code
- 2018 International Existing Building Code
- 2018 International Swimming Pool and Spa Code
- 2018 International Fire Code

ATTACHMENTS:

None

RECOMMENDATION:

Work Session - No action will be taken.

City Council Regular Meeting

AGENDA ITEM 12

Agenda Item: **Presentation and Discussion on Proposition 2 Authorizing Local Option Property Tax Exemption for Certain Child Care Facilities**

Meeting Date: July 11, 2024

Department: Administration

Staff Contact: Jeana Bellinger, City Secretary

SUMMARY STATEMENT:

In November, Washington County voters approved Proposition 2 which amended the Texas Constitution to allow local governments the option to exempt up to 100%, but not less than 50%, of the appraised value of real property used to operate a "*qualifying childcare facility*" from ad valorem property taxation. The new law went into effect on January 1, 2024.

The new law defines a "*qualified child-care facility*" as a facility:

1. *That participates in the Texas Workforce Commission's Texas Rising Star Program; and*
2. *At which at least 20% of the total number of children enrolled at the facility receive subsidized child-care services through the child-care services program administered by the Texas Workforce Commission (i.e. Voucher Program)*

The City Council has the option to exempt up to 100%, but not less than 50%, of the appraised value of real property used to operate a "*qualifying childcare facility*" from ad valorem property taxation. According to the Washington County Appraisal District, there are currently five (5) childcare providers in the city limits that meet the criteria and the total estimated tax value for these providers is $14,799. If the City Council would like to approve an exemption amount, it would have to be brought back via a Resolution at the next meeting.

ATTACHMENTS:

None

RECOMMENDATION:

Discussion only - no action will be taken.

City Council Regular Meeting

AGENDA ITEM 13

Agenda Item: **Discuss and Possibly Act Upon a Lease Agreement Between the City of Brenham and Washington County Related to Property Located at 301 N. Baylor Street in Brenham, Washington County, Texas and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Date: July 11, 2024

Department: Administration

Staff Contact: Jeana Bellinger, City Secretary

SUMMARY STATEMENT:

In 2014, the City leased the 9-1-1 Communication building located at 301 N. Baylor Street to the County for $1,000.00 per month. The lease was for five years and included all equipment, furniture and fixtures required for the operations of the communications function.

In 2019 the original lease expired, and the City and County agreed to extend the lease to September 30, 2022 at a monthly rental rate of $1,000.00 with the City paying for any necessary improvements.

The lease being presented for City Council consideration has the following terms:

- Term of the lease being two years: January 1, 2024 through December 31, 2025.
- The lease will automatically terminate on December 31, 2025.
- Rental rate of $1,500 per month for the period of January 1, 2024 through December 31, 2024
- Rental rate of $2,500 per month for the period of January 1, 2025 through December 31, 2025.

ATTACHMENTS:

1. Lease for 301 N. Baylor Street

RECOMMENDATION:

Approve a Lease Agreement between the City of Brenham and Washington County related to property located at 301 N. Baylor Street in Brenham, Washington County, Texas and authorize the Mayor to execute any necessary documentation.

LEASE AGREEMENT

WHEREAS, this Interlocal Lease Agreement, hereinafter referred to as "this lease," "Lease Agreement," or "Lease" is made and entered into by and between the City of Brenham, a Texas home-rule municipal corporation, as City (hereinafter referred to as "City" or "Lessor") and the County of Washington, Texas (the "County" or "Lessee"), a political subdivision of the State of Texas ; and

WHEREAS, the City owns the real property and improvements thereon located at 301 N. Baylor Street in Brenham, Texas ("Premises"); and

WHEREAS, on October 1, 2014, the City and County entered into a five (5) year agreement for the lease of the Premises to the County for the purpose of operating a County Communications Department; and

WHEREAS the 2014 agreement was extended for two (2) additional years on October 1, 2019, expiring on September 30, 2021; and

WHEREAS, the 2019 agreement was extended for two (2) additional years on October 1, 2021, expired on September 30, 2022 and has not yet been extended; and

WHEREAS, the County desires to continue to lease from the City the Premises for the purpose of operating a County Communications Department;

NOW THEREFORE, in consideration of the mutual covenants expressed in this Lease Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and County agree as follows:

WITNESSETH:

SECTION I.

City, in consideration of the covenants and agreements to be performed by County and upon terms and conditions hereinafter stated, does hereby lease to County the Premises and certain tangible personal property therein located at 301 N. Baylor Street, Brenham, Texas, said Premises being 3,707 square feet and further described in Exhibit "A" attached hereto and incorporated herein for all purposes. The term of this lease shall be for two (2) years, commencing on January 1, 2024 and automatically terminating on December 31, 2025. Renovations to be made to the Premises, if any, shall be the subject of a separate Renovation Agreement. County shall pay all costs associated with any renovations allowed by City during the term of this lease. This Lease may be terminated by either party without cause upon ninety (90) days prior written notice.

City and County acknowledge and agree that the City maintains and operates certain equipment and associated accessories, racks, stands, cables, connectors and similar devices on the Premises unrelated to the operations and functions of the County Communications Department. A non-exhaustive list of this property is attached hereto as Exhibit B and incorporated herein for all purposes. During the term of this lease, County agrees that City shall have access to the Premises twenty-four (24) hours a day, seven (7) days a week, at any time deemed appropriate by the City to maintain, repair, add, remove, upgrade, replace and operate any and all equipment and associated accessories, racks, stands, cables, connectors and similar devices, unrelated to the operations and functions of the County Communications Department.

SECTION II.

For and in consideration of this lease, upon execution hereof by all parties, County shall pay rent to City as follows:

A. One Thousand, Five Hundred and No/100 Dollars ($1,500.00) per month from January 1, 2024 through December 31, 2024.
B. Two Thousand, Five Hundred and No/100 Dollars ($2,500.00) per month from January 1, 2025 through December 31, 2025.

As additional consideration, County agrees that the Premises shall be used solely to operate, during the term of this lease, at no cost to the City, a County Communications Department. County hereby accepts the Premises in its "as is" condition. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE. Further, County shall be responsible for any and all improvements to or retrofitting of the Premises as may be required by law for compliance with the Americans with Disabilities Act or similar state or federal law, and any regulations promulgated thereunder.

City and City's agents and representatives shall have the right to enter upon and inspect the Premises at any reasonable time and after reasonable notice during County's normal business hours, for the purpose of ascertaining compliance with the terms of this lease and/or the condition of the Premises.

SECTION III.

County shall be responsible for obtaining any necessary utility services and agrees to assume all charges and fees in connection therewith.

During the term of this Lease, County, at its own expense, shall maintain the leased property insured for such risks and in such amounts as City shall require with insurance carriers/risk pool acceptable to City, and shall maintain a loss payable endorsement in favor of City affording to City such additional protection as City shall require, and shall maintain liability

insurance satisfactory to City. All such insurance/risk pool coverage shall name City and County as insured. The policies/coverage documents shall provide that they may not be cancelled or altered without at least thirty (30) days' prior written notice to City, and the loss payable endorsement shall provide that all amounts payable by reason of loss of or damage to the equipment and personal property shall be payable to City or County, as applicable. County shall deliver to City evidence satisfactory to City of all such insurance/risk pool coverage.

County shall not permit any mechanic's lien to be placed upon the Premises and/or City-owned equipment and personal property located thereon caused by or resulting from work performed, materials furnished, or obligations incurred by or at the request of County, and in the case of such filing of such lien, County agrees to promptly pay the same or otherwise cause the immediate release of the same.

SECTION IV.

County shall, at its own cost and expense, make all improvements (if approved in writing by City) and acquire all equipment needed to use Premises as a County Communications Department.

County shall, at its own cost and expense, keep and maintain all parts of the Premises in good condition, promptly making all necessary repairs and replacements, including but not limited to, windows, interior walls, finish work, floor covering, equipment, fixtures, pest extermination, regular removal of trash and debris, and mowing and landscaping. City shall be responsible for all structural and systems maintenance and repair of the Premises, including, but not limited to, exterior and load-bearing walls, roof, foundation, plumbing, electrical service, and heating and air conditioning.

County shall not make any improvements to the Premises without the review and written approval of the Brenham City Manager, or his or her designee, which consent shall not be unreasonably withheld or delayed. All such improvements to be made by County shall be made in a good and workmanlike manner, and in accordance with the plans approved in writing by the Brenham City Manager or his or her designee.

SECTION V.

Upon termination of this Lease by City or County, City and County agree that County may at County's sole expense, remove its trade fixtures, including equipment, provided that such removal shall not impair the structural integrity of the Premises; such determination shall be made by the Brenham City Manager, or his or her designee acting reasonably, and same shall be binding on the parties hereto and County shall repair any damages caused by such removal to the reasonable satisfaction of the Brenham City Manager, or his or her designee. County shall have the option to purchase, at fair market value upon mutual agreement of the parties, all tangible personal property and equipment used by County under this Lease.

SECTION VI.

County shall, at County's expense, obtain all governmental licenses and permits necessary for the permitted uses of the Premises and shall comply with all governmental laws, ordinances and regulations applicable to the use of the Premises; also County shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of violations, nuisances and hazardous conditions in or upon, or connected with the Premises.

SECTION VII.

AS A CONDITION HEREOF, COUNTY AGREES TO INDEMNIFY AND DEFEND CITY AGAINST ANY AND ALL CLAIMS FOR INJURIES, DAMAGES, COSTS AND EXPENSE, TO PERSONS OR PROPERTY THAT MAY ARISE OUT OF, OR BE OCCASIONED BY THE USE, OCCUPANCY OR MAINTENANCE OF THE PREMISES BY COUNTY, OR FROM ANY NEGLIGENT OR WILLFUL ACT OR OMISSION OF ANY REPRESENTATIVE, AGENT, INVITEE AND/OR EMPLOYEE OF COUNTY. COUNTY HEREBY AGREES TO DEFEND ANY AND ALL SUITS, CLAIMS, OR CAUSES OF ACTION BROUGHT AGAINST CITY ON ACCOUNT OF SAME AND DISCHARGE ANY JUDGMENT OR JUDGMENTS THAT MAY BE RENDERED AGAINST CITY IN CONNECTION THEREWITH.

SECTION VIII.

County shall maintain at all times during the lease term, at County's cost, a comprehensive public liability insurance policy or coverage through a risk pool protecting City, as an additional insured, and County against claims or demands that may arise or be claimed on account of County's use of the Premises, in an amount of at least $300,000.00 per occurrence/$100,000.00 per person for bodily injury and at least $100,000.00 per occurrence for property damage. If providing coverage through an insurance company, the insurance shall be written by a company authorized to engage in the business of general liability insurance in the State of Texas. County shall provide to City a certificate of insurance/risk pool coverage from each insurance carrier or risk pool evidencing proof of said insurance/risk pool coverage for all times that this lease is in effect. If County fails to furnish policies or certificates showing policies to be paid in full as provided in this lease, City may obtain the insurance/risk pool coverage, and the premiums on that insurance/risk pool coverage will be deemed additional rental to be paid by County to City on demand. "Claims Made" policies/coverage will not be accepted. Each insurance policy/coverage document shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City.

SECTION IX.

County shall not assign this lease or sublet the Premises or any part thereof without the prior written consent of City.

County shall not occupy or allow the Premises to be occupied for any business or purpose deemed extra hazardous because of the threat of fire or otherwise, such determination to be made by the Brenham City Manager or his or her designee.

SECTION X.

In the event the Premises are substantially or totally damaged or destroyed or rendered partially unfit for occupancy by natural disaster, or fire or water damage or other casualty, either party may elect to terminate this Lease.

SECTION XI.

If County fails to operate a County Communications Department in the Building at any time during the term of this Lease, City may, by written notice to County, immediately terminate this lease, notwithstanding the provisions of Article XII or any other provision herein. County may, by written notice to City, terminate this lease at any time with sixty (60) days notice.

SECTION XII.

If either party defaults in the performance of any obligation or covenant herein, the non-defaulting party may enforce the performance of this Lease in any manner provided by law. This Lease may be terminated at the non-defaulting party's discretion if such default continues for a period of thirty (30) days after written notification of such default and of the intention of the non-defaulting party to declare this Lease terminated, provided, however, if the default is not capable of being fully cured within thirty (30) days, the defaulting party shall be allowed the needed additional time to cure the default if (i) the defaulting party begins the cure within the thirty (30) days period, (ii) diligently pursues the cure thereafter until it is fully cured, and (iii) has been given advance written approval to proceed by the non-defaulting party. Such notice shall be sent by the non-defaulting party to the party in default. If County or City, as the defaulting party, has not substantially cured the default within the time period referenced above, this Lease shall terminate. Thereafter, City, if the non-defaulting party, or its agents, shall have the right, without further notice or demand, to enter the Premises and remove all persons and property there from without being deemed guilty of trespass and without waiving any other remedies for arrears of rent or breach of covenant. City or its agents may resume possession of the Premises and relet the same for the remainder of the Term, and/or exercise any other remedy available to the City by law or equity.

SECTION XIII.

City and its agents shall not be liable to County or to County's employees, patrons, visitors, invitees or any other persons for any injury to any such persons or any damage to personal property occurring on the Premises caused by the negligence or misconduct of County and/or its employees, agents or volunteers.

SECTION XIV

Subject to prior written approval of the Brenham City Manager or his or her designee, County shall have the right to erect signs on the Premises, provided that County bears the expense of all signs it places on the Premises and the sign(s) conform to the ordinances and regulations of the City of Brenham.

SECTION XV.

Any waiver by City or County of any default or breach of any term, covenant, condition, agreement, provision or stipulation herein contained must be in writing and shall not constitute a waiver of any subsequent default or breach of the same or any other term, covenant, condition, agreement, provision or stipulation hereof.

SECTION XVI.

This Lease Agreement constitutes the full and final expression of the agreement between City and County, through the entire term and this lease may not be amended except by written instrument approved and signed by both parties.

SECTION XVII.

All notices required under this Lease shall be written notices. Any notice or document required or permitted to be delivered herein shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the parties hereto at the addresses set out below, or at such other addresses as they may specify by notice delivered in accordance herewith:

County Judge
Washington County Courthouse
100 East Main Street, Suite 104
Brenham, Texas 77833

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

SECTION XVIII.

This Lease is expressly made subject to the Charter and ordinances of the City of Brenham, and all applicable state and federal laws. Should any legal action be instituted in connection with this Lease, legal venue for all purposes shall lie exclusively in Washington County, Texas.

IN TESTIMONY WHEEOF, the parties have hereunto set their hands this _____day of_____, 2024.

COUNTY:
WASHINGTON COUNTY

By_____
Hon. John Durrenberger, County Judge

CITY:
CITY OF BRENHAM

By_____
Hon. Atwood C. Kenjura., Mayor

ATTEST:

By_____
Beth Rothermel
County Clerk

By_____
Jeana Bellinger, TRMC, CMC
City Secretary

EXHIBIT “A”

All that certain lot, tract or parcel of land lying and being situated in the City of Brenham, Washington County, Texas, out of Old Town, Lot Seventy-Three (73), more particularly described by metes and bounds as follows:

BEGINNING at a point in the West line of Baylor Street, the Southeast corner of the herein described lot and being the same Southeast corner on Baylor Street mentioned in Deed from the City of Brenham, Texas, to Florence Becker and Hary Knittel in Deed dated February 3, 1930, and recorded in Volume 98, Page 345 of the Deed Records of Washington County, Texas.

THENCE South 77 degrees West 95 feet to the Southwest corner of this lot as occupied by Grantor;

THENCE North 13 degrees West 70 feet to a point, the Northwest corner of this lot;

THENCE North 77 degrees East 95 feet to a point in the West line of Baylor Street;

THENCE with the West line of Baylor Street, South 13 degrees East 70 feet to the place of BEGINNING, and being the same property conveyed to Grantor by Deed dated April 14, 1930, from Fred Linington et ux, recorded in Volume 100, Page 276 of the Deed Records of Washington County, Texas.

EXHIBIT "B"

Equipment Included In The Building Lease

*This is equipment that the County will be allowed during the course of their lease of the building itself. This is due to the fact that is it probably a permanent fixture in the building, and the use of which would be required by the use of the occupant. If this equipment were to fail during the course of the lease, the county should be responsible for its replacement. The County would retain ownership of the replaced equipment, otherwise the City maintains ownership.

Name	Make	Model	Serial Number	Asset Tag	Location	
Neat Patch 1	Neatpatch			none	Rack A	
Neat Patch 2	Neatpatch			none	Rack A	
Neat Patch 3	Neatpatch			none	Rack A	
48-port Patch Panel	Leviton			none	Rack A	
48-port Patch Panel	Leviton			none	Rack A	
HP Server Rack B	HP			none	Rack B	
All Rack B Radio Equipment (Owned By BVWACS)	Various			none	Rack B	Owned by BVWAC
HP Server Rack D	HP			none	Rack D	
Door Call Box Phone	Viking			none	Outside Side Door	

Fixed City Infrastructure

*This is fixed City infrastructure that may not be directly related to Communications. This equipment will remain in operation before, during, and after the hosting and lease agreements. The equipment may be used to support other City services, and coincidentally is located at Communications building. The IT services included in the hosting agreement may depend on this equipment. This equipment may or may not be recovered at the end of the hosting agreement, and may or may not continue to operate in the building.

Name	Make	Model	Serial Number	Asset Tag	Location	
Building Security Equipment Boxes	S2	Netbox		9144	Server Room Wall	
Rack A	CPI	19" Telecom Rack		none	Rack A	
TLETS Satellite (Owned By State of Texas)	Hughes	HN7700S	HCNL4H19B 04131458C	none	Rack A	Owned by
979-337-7278 - TLETS Dial Line	Cisco	ATA 186	INM072285MA	none	Rack A	State of Texas
Fiber Patch Panel	Siecor	LANscape	none	150-000180	Rack A	
Black Rack Shelf				none	Rack A	
HP Server Rack C	HP			none	Rack C	
Comm Server Room Phone	Cisco	7965	FCH16488K7M	none	Server Room Wall	
Comm_1921	Cisco	1921/K9	FJC1921E1AQ		Rack A	
Comm_2960	Cisco	WS-C2960C-12PC-L	FOC1914Y10Y	NC01997	Rack A	
Comm_4321	Cisco	ISR4321	FLM2134W13N	NC02013	Rack A	
Comm_9300	Cisco	C9300-24U-A	FJC26171Z3M	NC02861	Rack A	
Communications (UPS)	APC	Smart-UPS SRT 3000	AS2024228224		Rack A	
Communications Front Door	Axis	M3105-LVE	ACCC8EBAF566		Entrance	
Communications Generator	Axis	P3225-LVE Mk II	ACCC8E7FFCF4		Generator	
Corning Fiber enclosure	Corning	CCH-04U			Rack A	
COMMVMWHOST	Dell	PowerEdge R640	H7NP753	NC02561	Rack B	
ADAM (Pre-alert)	Advantech	6050-D			Rack A	
ADAM (SCADA)	Advantech	6050			Rack A	
Generator	Onan	GGFE-5864218	F07006924		Behind Building	

Equipment Covered in Lease Agreement

*This equipment is part of the monthly lease agreement, and **will be recovered by the City of Brenham after the lease agreement ends**.

Name	Make	Model	Serial Number	Asset Tag	Location
Lorell Pedestal Desk			LLR79005		Supervisor Office
Lorell Credenza			LLR79031		Supervisor Office
Lorell Bridge Piece			LLR79056		Supervisor Office
Lorell Lateral File			LLR79048		Supervisor Office
Lorell Lateral File			LLR79048		Supervisor Office
Lorell Bookcase			LLR79050		Supervisor Office
Lorell Guest Chair			LLR60122		Supervisor Office
Lorell Guest Chair			LLR60122		Supervisor Office
Lorell 690000 Series Rectangular Desk			LLR69372		Director Office
Lorell 690000 Series Rectangular Desk			LLR69388		Director Office
Lorell 690000 Series Mobile File Cablinet			LLR69397		Director Office
Frigidaire 26 CU FT Stainless Refrigerator Asset#0154	Frigidaire	LGUS2642LF	4A11913298	154	Kitchen
Whirpool Quick Partner II Asset # 0157	Whirpool	DU943PWKQ0	FP147999	157	Kitchen
General Electric Microwave Oven	GE	WES1130DM1WW	AR928464B		Kitchen
Washer and Dryer Dependble Care Heavy Duty	Maytag	LSE7809ACE	23273558GL		Utility Room
Wrightline Dispatch Workstation					CAD-1
Wrightline Dispatch Workstation					CAD-2
Wrightline Dispatch Workstation					CAD-3
Wrightline Dispatch Workstation					CAD-4

City Council Regular Meeting

AGENDA ITEM 14

Agenda Item: **Discuss and Possibly Act Upon An Increase in the City of Brenham's Fire Department Expenditures in FY24 Adopted Budget for the Addition of Three (3) Firefighters and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Date: July 11, 2024

Department: Administration

Staff Contact: Carolyn Miller, City Manager

SUMMARY STATEMENT:

Our new Fire Chief, Mark Donovan, and his team are excited to recruit new firefighters for Brenham Fire Department (BFD). In the FY23-24 Adopted Budget, the Council approved the mid-year hiring of three (3) new firefighters. We also have one (1) vacancy which we need to fill. In the FY24-25 Proposed Budget, we have included the hiring of three (3) firefighters beginning October 2024.

In recruiting for the four (4) firefighter positions that are authorized in the current budget, Chief Donovan would like the opportunity to fill the three (3) proposed new firefighter positions budgeted in FY25. The competition for qualified applicants is strong, and we don't want to limit our ability to hire them until the new fiscal year.

BFD is in the early stages of the recruitment process and has reached out to 10 qualified applicants. In-person interviews are scheduled for July 19, and hopefully, we will meet our need for up to seven (7) successful candidates.

This agenda item is requesting approval for an increase in the FY24 Fire Department expenditure budget for the addition of three (3) firefighters for two months in an amount not to exceed $80,000. If approved, we will bring back a budget amendment with the fiscal year-end closing.

ATTACHMENTS:

None

RECOMMENDATION:

Approve an increase in the City of Brenham's Fire Department expenditures in FY24 adopted budget, in an amount not to exceed $80,000.00, for the addition of three (3) firefighters and authorize the Mayor to execute any necessary documentation.

City Council Regular Meeting

AGENDA ITEM 16

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: July 11, 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 17

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: July 11, 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 18

Agenda Item: **Section 551.071, Texas Government Code - Consultation with City Attorney - Consultation with City Attorney Concerning the City of Brenham's Gas Distribution System and Associated Matters**

Meeting Date: July 11, 2024

Department: Administration

Staff Contact: Carolyn Miller, City Manager

SUMMARY STATEMENT:

To be discussed in Executive Session.

ATTACHMENTS:

None

RECOMMENDATION:

No action - Executive Session discussion only.

City Council Regular Meeting

AGENDA ITEM 19

Agenda Item: **Section 551.071, Texas Government Code - Consultation with City Attorney - Consultation with City Attorney Concerning the City of Brenham's Wastewater Treatment Plant Operations and Associated Matters**

Meeting Date: July 11, 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.