



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, NOVEMBER 7, 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 Adonna Saunders**
- 3. Presentation of the Brazos American Institute of Architects Award**
- 4. Service Recognitions**
 - ◆ **Susan Nienstedt - Human Resources and Risk Management - 25 Years**
 - ◆ **Alton Sommerfield - Public Utilities - 45 Years**
- 5. Police Department Promotion**
 - ◆ **Crystal Buckner-Reyes, Sergeant**
- 6. Citizen Comments**

CONSENT AGENDA

- 7. Statutory Consent Agenda**
 - 7.a. Approve Ordinance No. O-24-029 on Its Second Reading Providing No Parking Zones on West Fifth Street in the City of Brenham**
 - 7.b. Approve Ordinance No. O-24-030 on Its Second Reading Authorizing the Placement of a Stop Sign on Muse Street at Its Intersection with Harrington Street**

- 7.c. Approve Resolution No. R-24-018 Approving Amendment No. 3 of the Chapter 380 Economic Development Agreement Between the City of Brenham and BK Stringer, Ltd.**
- 7.d. Approve the Ratification of a Purchase from Brenntag Southwest Inc. in the Amount of \$51,111.00 for Water Treatment Chemicals and Authorize the Mayor to Execute Any Necessary Documentation**
- 7.e. Approve the City of Brenham 2025 City Holiday Calendar and Authorize the Mayor to Execute Any Necessary Documentation**
- 7.f. Approve a Three-Year License Agreement Between the City of Brenham and Milsoft Utility Solutions Related to the Outage Management System (OMS) in the Amount of \$34,500.00 and Authorize the Mayor to Execute Any Necessary Documentation**
- 7.g. Award ITB No. 25-002 for Fleet Fueling Services for the City of Brenham Vehicle and Equipment Fleet to Alexander Oil and Authorize the Mayor to Execute Any Necessary Documentation**

WORK SESSION

- 8. Discussion and Presentation on the City of Brenham Charter Article III - The City Council, Article IV - The City Manager; Finances, Article V - Improvement Bonds, Article VI - Taxation, and Article VII - Miscellaneous Provisions**
- 9. Discussion and Presentation on Re-Adopting Guidelines and Criteria for Granting Tax Phase-In in a Reinvestment Zone Created in the City of Brenham**

REGULAR SESSION

- 10. Discuss and Possibly Act Upon Resolution No. R-24-019 Regarding Citizens Participation and Civil Rights Policies and Procedures Required to be Adopted by Grant Recipients for the Award of the Community Development Block Grant Program (Contract No. GLO 24-065-E764) from the Texas General Land Office (GLO) for Street and Drainage Improvements to Lott Lane and Shepard Lane**
- 11. Discuss and Possibly Act Upon Resolution No. R-24-020 Designating Authorized Signatories for Contractual Documents and Documents Requesting Funds for the Community Block Grant Program (CDBG) Related to Street and Drainage Improvements**
- 12. Discuss and Possibly Act Upon Resolution No. R-24-021 Authorizing the Submission of a Grant Application to the Texas Department of Agriculture (TDA) for the Community Development Block Grant (CDBG) Program for**

Street and Drainage Improvements

- 13. Discuss and Possibly Act Upon Resolution No. R-24-022 Requesting the State Legislature Designate Brenham as the Ice Cream Capital of Texas**
- 14. Discuss and Possibly Act Upon Resolution No. R-24-023 Amending Resolution No. R-24-002 Approving the Submission of a Grant Application through the Office of the Governor (OOG), Public Safety Office, Homeland Security Grants Division for the 2024 State Homeland Security Program - Law Enforcement Terrorism Prevention Activities (LETPA) Projects**
- 15. Discuss and Possibly Act Upon Resolution No. R-24-024 Authorizing the Acceptance of a Grant through the Office of the Governor (OOG), Public Safety Office, Homeland Security Grants Division for the 2024 State Homeland Security Program - Law Enforcement Terrorism Prevention Activities (LETPA) Projects**
- 16. Discuss and Possibly Act Upon a Project Proposal from Lower Colorado River Authority (LCRA) for a Five-Year Electric Engineering System Study with Electrical System Visual Inspection and Authorize the Mayor to Execute Any Necessary Documentation**
- 17. Discuss and Possibly Act Upon the Purchase of One (1) Vermeer Hydrovac Unit for the City of Brenham Electric Department through BuyBoard Contract No. 597-19 and Authorize the Mayor to Execute Any Necessary Documentation**
- 18. Administrative/Elected Officials Report**

EXECUTIVE SESSION

- 19. Section 551.074 - Texas Government Code - Deliberation Regarding Personnel Matters - Discussion Regarding the Appointment of a Brenham Municipal Court Presiding Judge**

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, November 4, 2024 at 12:00 p.m.

Jeana Bellinger, TRMC, CMC
City Secretary

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

ORDINANCE NO. O-24-029

AN ORDINANCE PROVIDING FOR THE PROHIBITION OF PARKING MOTOR VEHICLES, TRAILERS OR OTHER VEHICLES ON CERTAIN DESIGNATED STREETS IN THE CITY OF BRENHAM, AND ASSOCIATED MATTERS; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY FOR VIOLATION THEREOF; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to Texas Local Government Code section 51.001, the City of Brenham, Texas (“City”) has the authority to adopt ordinances and regulations that are for the good government, peace and order of the City; and

WHEREAS, the City Council desires to provide for no parking zones on certain streets within the City of Brenham in order to: prevent accidents, collisions and damages; promote the flow of traffic along and into such streets; and regulate the same; and

WHEREAS, the general welfare, health and safety of the citizens of the City will be promoted by the enactment of this Ordinance; and

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

SECTION I.

That every person, firm, corporation, or other entity shall be prohibited from parking any motor vehicle, trailer, or other vehicle, upon any of the following designated streets or portions thereof, when signs are erected giving notice thereof:

- a. On the north side of W. Fifth St beginning at the westward most driveway of Lot “B” heading westward approximately 235’ ending at the intersection of W. Fifth St and Prairie Lea (FM 389)
- b. On the south side of W. Fifth St beginning at 805 W. Fifth St westward approximately 700’ ending at the intersection of W. Fifth and Prairie Lea (FM 389)

SECTION II.

The terms “park” and “parking” shall mean the standing or stopping of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading passengers or property.

SECTION III.

In any case when a person, firm, corporation or other entity shall have been charged with a violation of this Ordinance, proof that said motor vehicle, trailer, or other vehicle was, at the date of the offense alleged, owned by the person, firm, corporation or entity charged with the offense, shall constitute prima facie evidence that said motor vehicle, trailer, or other vehicle was stopped, left standing or parked at the place charged by said owner.

SECTION IV.

The provisions of this Ordinance shall not apply to any authorized emergency vehicle or City of Brenham motor vehicle, trailer, or other vehicle.

SECTION V.

All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION VI.

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

SECTION VII.

That any person, firm, corporation or other entity violating this Ordinance shall be fined a sum of not less than \$1.00 and not more than \$500.00, plus applicable court costs.

SECTION VIII.

This Ordinance shall take full force and effect from and after its passage and approval.

PASSED and APPROVED on its first reading this the 17th day of October 2024.

PASSED and APPROVED on its second reading this the 7th day of November 2024.

ATTEST:

Atwood C. Kenjura
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

ORDINANCE NO. O-24-030

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

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

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

- Section 1. That there shall be established and installed one (1) stop sign on Muse Steet regulating east bound vehicular traffic, at its intersection with Harrington Dr. The stop sign shall be erected at the top of a standard pole, installed in the ground on the right-hand side of the streets identified herein.
- Section 2. That every person, firm or corporation, operating a motor vehicle or other vehicle of any kind, in, on, along and into the streets or street intersections designated in Section 1 hereof, upon reaching a stop sign at the location so designated, shall bring said vehicle to a full and complete stop in compliance with the provisions of applicable state law, before proceeding further along said street or into or on said street intersection.
- Section 3. That any person, firm or corporation, violating Section 2 hereof, shall be fined a sum of not less than \$1.00 and not more than \$200.00, plus applicable court costs.
- Section 4. This Ordinance shall take full force and effect from and after its passage, approval and publication as required by applicable law.

PASSED and APPROVED on its first reading this the 17th day of October 2024.

PASSED and APPROVED on its second reading this the 7th day of November 2024.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



City Council regular meeting
AGENDA ITEM 7.c

Agenda Item: Approve Resolution No. R-24-018 Approving Amendment No. 3 of the Chapter 380 Economic Development Agreement Between the City of Brenham and BK Stringer, Ltd.

Meeting Date: November 7, 2024

Department: Economic and Community Development

Staff Contact: Teresa Rosales, Director of Community & Economic Development

SUMMARY STATEMENT:

Third Amendment to the Chapter 380 Economic Development Agreement Between the City of Brenham and BK Stringer, Ltd for the purpose of administrative clarifications including the timing and calculation of payments due and an amortization schedule for the repayment of funds owed for the Chappell Hill road widening project. Also, language was added to reflect adherence to the anchor and non-anchor building decorative elements.

ATTACHMENTS:

1. R-24-018 BK - 3rd Amendment to 380
2. BK Stringer 380 Agreement - Third Amendment

RECOMMENDATION:

Approve Resolution No. R-24-018 approving Amendment No. 3 of the Chapter 380 Economic Development Agreement between the City of Brenham and BK Stringer, Ltd.

RESOLUTION NO. R-24-018

This Resolution authorizes the Mayor of the City of Brenham, Texas to enter into an amendment to the Chapter 380 Economic Development Agreement (“Agreement”) by and between the City of Brenham, a Texas home-rule municipal corporation located in Washington County, State of Texas (“City”), and BK Stringer, Ltd., located at 3700 Buffalo Speedway, Suite 400, Houston, Texas (“Baker Katz”).

WHEREAS, in accordance with Resolution No. R-19-005 approved by the City Council of the City of Brenham, Texas on January 17, 2019 the City and Baker Katz entered into a Chapter 380 Economic Development Agreement (“Agreement”); and

WHEREAS, in accordance with Resolution No. R-19-016 approved by the City Council of the City of Brenham, Texas on June 6, 2019, the City and Baker Katz approved the First Amendment to the Agreement; and

WHEREAS, in accordance with Resolution No. R-20-035 approved by the City Council of the City of Brenham, Texas on November 5, 2020, the City and Baker Katz approved the Second Amendment to the Agreement; and

WHEREAS, the City and Baker Katz desire to approve additional amendments to the Agreement by adopting this Resolution authorizing the attached Third Amendment to the Agreement to promote and stimulate desirable business and commercial activity in the City of Brenham;

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

SECTION 1: That the City Council of the City of Brenham hereby approves the attached amendments to the Agreement with Baker Katz set forth in “Exhibit “A” to promote and facilitate economic development in the City of Brenham and authorizes the Mayor to execute any necessary documentation.

SECTION 2: That this Resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED this 7th day of November, 2024.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC

City Secretary

THIRD AMENDMENT TO THE
CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF BRENHAM, TEXAS AND BK STRINGER, LTD.

This “Third Amendment to the Chapter 380 Economic Development Agreement Between the City of Brenham, Texas and BK Stringer, Ltd.”, hereinafter called the “Third Amendment” is made and entered into on the ____ day of _____, 2024, by and between the City of Brenham, Texas (the "City"), and BK Stringer, Ltd. (“Baker Katz”) by and through its general partner, Reatta Building and Development Corp., a Texas corporation, collectively referred to herein as the (the “Parties”).

WHEREAS, City and Baker Katz previously entered into the “Chapter 380 Economic Development Agreement Between the City of Brenham, Texas and BK Stringer, Ltd.” having an effective date of January 25, 2019 (“380 Agreement”), relating to the purchase of certain real property and improvements (the “Property”); and

WHEREAS, City and Baker Katz also previously entered into the “First Amendment to the Chapter 380 Economic Development Agreement Between the City of Brenham, Texas and BK Stringer, Ltd.” having an effective date of June 7, 2019 (“First Amendment”); and

WHEREAS, City and Baker Katz also previously entered into the “Second Amendment to the Chapter 380 Economic Development Agreement Between the City of Brenham, Texas and BK Stringer, Ltd.” having an effective date of November 6, 2020 (“Second Amendment”); and

WHEREAS, the City and Baker Katz, in order to clarify the rights and responsibilities of each party to the 380 Agreement, desire to amend the 380 Agreement for a third time (“Third Amendment”), as set forth herein below;

NOW THEREFORE, for and in consideration of the mutual covenants contained in this Third Amendment and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the City and Baker Katz contract and agree as follows:

1. Section 5.01 of the 380 Agreement shall be amended and revised to read as follows:

Subject to Baker Katz complying with its duties and obligations under this Agreement, the City agrees that Baker Katz shall be entitled to receive a percentage share of the City’s one percent (1%) Sales Tax Revenue generated by the Project for each year of the Term until the cumulative total Grant Payments equal six million dollars (\$6,000,000). The Grant Payment obligation of the City shall be satisfied by the percentage contribution established in this Agreement and not by the Estimated Annual or Cumulative Grant dollars produced. The cumulative total Program Grant Payments of the City and County shall not exceed six million dollars (\$6,000,000), unless Baker Katz is entitled to an increase in said total amount of Program Grant Payments in accordance with the provisions set forth in this Section 5.01 herein below. In the event Baker Katz satisfies all requirements in Section 5.01 entitling Baker Katz to an increase of \$1,000,000 of the total amount

of Program Grant Payments, then the cumulative total Program Grant Payments of the City and County shall not exceed seven million dollars (\$7,000,000).

Anchor Buildings

Baker Katz shall include the architectural enhancements, in compliance with this Section 5.01, which provide greater variations in material, color and texture to the exterior walls (elevations) of each Anchor Building (as such term is defined in **Attachment IV** attached hereto) in the Project. These architectural enhancements are collectively referred to herein as the “Decorative Elements Threshold” and the elevations of each Anchor Building in the Project must include and satisfy all of the following elements: 1) “Primary Building Materials” (only brick, natural stone, fiber cement nichia panels, glass or glazing) shall cover at least fifty-three percent (53%) of each Anchor Building elevation; 2) “Secondary Building Materials” (only concrete masonry unit, concrete panel construction (tilt wall) stucco, cement board siding, EIFS or architectural metal pan) shall cover no more than thirty-seven percent (37%) of each Anchor Building elevation; and 3) “Accent Materials” such as door and window frames, lintels, canopies, cornices, architectural metalwork, glass block, copper flashing, EIFS accent features such as cornices, or similar materials may be used on no more than fifteen percent (15%) of each Anchor Building elevation. To the extent Baker Katz exceeds fifty-three percent (53%) of Primary Building Materials installed on the north elevation of each Anchor Building constructed on the approximate 39.57 acre tract (the “39.57 Acre Tract”), the total amount of Program Grant Payments will increase by \$50,000 for every whole one percent (1.0%) increment increase in Primary Building Materials installed on the north elevation(s) on each Anchor Building on the 39.57 Acre Tract, up to a maximum of sixty-three percent (63%). For the avoidance of doubt, the maximum increase in the total amount of the Program Grant Payments resulting from the installation of additional Primary Building Materials on the elevations of one (1) or more Anchor Buildings on the 39.57 Acre Tract shall be limited to \$500,000. Within thirty (30) days after completion of construction of the Anchor Building(s) on the 39.57 Acre Tract, Baker Katz shall deliver a written certification to the City Manager, with sufficient supporting documentation, that Baker Katz has reached or exceeded the Decorative Elements Threshold in the construction of the Anchor Building(s), and such certification shall include, without limitation, the percentage of architectural enhancements used and any increase in the amount of Program Grant Payments due to Baker Katz. Within thirty (30) days after the City Manager’s receipt of the written certification from Baker Katz, the City Manager shall provide a written notice to Baker Katz approving the certification or stating the specific item(s) within the certification of which the City Manager does not approve based on the as-built construction of the Anchor Building(s) on the 39.57 Acre Tract, such approval of the City Manager not to be unreasonably withheld, conditioned or delayed. Notwithstanding anything herein to the contrary, the awning(s) on each Anchor Building and any temporary elevation shall be disregarded for purposes of calculating whether Baker Katz has met the Decorative Elements Threshold. The term “Anchor Building” and certain other terms included in the Decorative Elements Threshold requirements set forth herein are defined and further described in detail in **Attachment IV** to this Agreement.

Notwithstanding anything in this Section 5.01 to the contrary, Baker Katz shall have the option to elect to forgo the Decorative Elements Threshold for the east elevation of the Anchor Building on the 39.57 Acre Tract which faces Chappell Hill Street to the east, provided that Baker Katz installs

live, dense vegetative landscaping the entire length of the east elevation, to a reasonable height (no shorter than three feet (3’), and which shall be no less than fifteen feet (15’) in width. Further, Baker Katz shall have the option to elect to forego the Decorative Elements Threshold for the west side elevation of the Anchor Building located closest to, and southeast of, the detention pond on the 39.57 Acre Tract, provided that Baker Katz improves the area near the detention pond to the west and northwest of said Anchor Building, in the manner that creates an attractive amenity that complements the natural surroundings of the Project and the adjacent Brenham Family Park. In addition, Baker Katz shall have the option to elect to forego the Decorative Elements Threshold for the rear (south) side elevations of each Anchor Building on the 39.57 Acre Tract which faces the Brenham Family Park to the south, provided that Baker Katz paints the rear (south) side elevations a natural color (such as a shade of tan, brown, or green), such color being subject to written approval by City Manager or designee prior to the painting of the rear elevations, such approval not to be unreasonably withheld, conditioned, or delayed. Additionally, there shall be no requirement that Baker Katz meet the Decorative Elements Threshold for the east side of any Anchor Building(s) located on the approximate 9.513 acre site located on the southeast corner of Hwy 290 and Chappell Hill Street. Lastly, Baker Katz shall have the option to elect to forego the Decorative Elements Threshold for the south side elevations of any Anchor Building(s) located on the 9.513 acre site located on the southeast corner of Hwy 290 and Chappell Hill Street (the “9.513 Acre Tract”), provided that Baker Katz installs live, dense vegetative landscaping the entire length of the South elevations, to a reasonable height (no shorter than three feet (3’)), and which shall be no less than fifteen feet (15’) in width. Notwithstanding any other provision of this Agreement to the contrary, at a minimum, each Anchor Building located on the 39.57 Acre Tract shall be constructed with Primary Building Materials covering at least fifty-three percent (53%) of the front (north) side elevation, and each Anchor Building located on the 9.513 Acre Tract shall be constructed with Primary Building Materials covering at least fifty-three percent (53%) of the front (north) and west elevations. **Attachment V** is attached hereto as a representation of the intent of the architectural enhancements described in this Section 5.01, and Baker Katz reserves the right to make modifications to the elevations as allowed by the terms and conditions of this Agreement.

In the event Baker Katz chooses to exercise one or more of the landscaping-related options to forego the Decorative Elements Threshold as described herein above, Baker Katz shall submit written plans and specifications to the City Manager in connection with the exercise of each option, and such plans and specifications are subject to written approval of the City Manager and must be approved in writing by the City Manager or designee prior to Baker Katz installing any vegetative screening/landscaping or making any improvements required by the exceptions, such approval not to be unreasonably withheld, conditioned, or delayed. Except as otherwise provided in this Agreement to the contrary, said landscaping shall be installed and maintained in compliance with Appendix A – Zoning, Part II – District Regulations, Division 1 – Regulations of General Applicability, Section 12 – Landscaping and buffering, of the Code of Ordinances, City of Brenham, Texas.

Non-Anchor Buildings

Baker Katz may include the architectural enhancements, in compliance with this Section 5.01, which provide greater variations in material, color and texture of each non-Anchor Building exterior wall (elevation) constructed within the Project (including buildings in the Project

constructed by tenants and others). These architectural enhancements are collectively referred to herein as the Decorative Elements Threshold and each non-Anchor Building elevation may include and satisfy all of the following elements: 1) Primary Building Materials (only brick, natural stone, fiber cement nichia panels, glass or glazing) shall cover at least forty percent (40%) of all non-Anchor Building elevations constructed on a non-Anchor Building pad site; 2) Secondary Building Materials (only concrete masonry unit, concrete panel construction (tilt wall) stucco, cement board siding, EIFS or architectural metal pan) shall cover no more than forty-eight percent (48%) of all non-Anchor Building elevations constructed on a non-Anchor Building pad site; and 3) Accent Materials such as door and window frames, lintels, canopies, cornices, architectural metalwork, glass block, copper flashing, EIFS accent features such as cornices, or similar materials may be used on no more than twenty percent (20%) of all non-Anchor Building elevations constructed on a non-Anchor Building pad site. The total amount of Program Grant Payments will increase by \$55,555 for each non-Anchor Building pad site constructed within the Project that satisfies the Decorative Elements Threshold requirements as described herein, as determined in writing by the City Manager. The maximum increase in the total amount of Program Grant Payments resulting from the installation of the required percentages of Decorative Elements Threshold on non-Anchor pad site buildings shall be limited to \$500,000. Within thirty (30) days after completion of construction of a non-Anchor Building(s) on the 39.57 Acre Tract, Baker Katz shall deliver a written certification to the City Manager, with sufficient supporting documentation, that Baker Katz has satisfied the Decorative Elements Threshold in the construction of the non-Anchor Building(s), and such certification shall include, without limitation, the percentage of architectural enhancements used and any increase in the amount of Program Grant Payments due to Baker Katz. Within thirty (30) days after the City Manager's receipt of the written certification from Baker Katz, the City Manager shall provide a written notice to Baker Katz approving the certification or stating the specific item(s) within the certification of which the City Manager does not approve based on the as-built construction of the non-Anchor Building(s) on the 39.57 Acre Tract, such approval of the City Manager not to be unreasonably withheld, conditioned or delayed. Notwithstanding anything herein to the contrary, the awning(s) on each Anchor Building and any temporary elevation shall be disregarded for purposes of calculating whether Baker Katz has met the Decorative Elements Threshold. Certain items included in the Decorative Elements Threshold requirements hereinabove are defined and further described in detail in **Attachment IV** to this Agreement.

The City and Baker Katz agree that as of the date of this Third Amendment, Baker Katz has met the Anchor Building Decorative Elements Threshold on the 39.57 Acre Tract. In addition, the Parties agree that the two (2) now-existing non-anchor buildings on the 39.57 Acre Tract have met the Decorative Elements Threshold qualifications.

2. The text, excluding the Program Grant Schedule, of Section 5.03 of the 380 Agreement shall be amended and revised to read as follows:

Grant Payments to Baker Katz shall be paid annually according to the Sales Tax Grant Payment Due Date as defined herein above in Article 2 and shall continue throughout the Term of this Agreement or until the cumulative Sales Tax Grant Payments to Baker Katz total six million dollars (\$6,000,000.00), (as such amount may increase in accordance with the provisions of this Agreement), whichever occurs first. The initial Grant Payment to be paid to Baker Katz by the

City pursuant to this Agreement shall be paid on or before the initial Sales Tax Grant Payment Due Date of December 1, 2023. It and all future Grant Payments shall be calculated based on City sales tax generated by the Project from October 1st, through September 30th of each year immediately preceding each Grant Payment. Any sales tax received by the City prior to October 1, 2022 shall be excluded from the calculation of any Grant Payment.

3. Section 5.04 of the 380 Agreement shall be amended and revised to read as follows:

The City shall reimburse Baker Katz up to six hundred thousand dollars (\$600,000) (the "Reimbursement Amount"), or the Adjusted Reimbursement Amount (defined herein below) of \$520,000, as applicable, for the design and construction of the widening of Chappell Hill Road as described in detail in Attachment II. If the cost to design and construct Chappell Hill Road exceeds either the Reimbursement Amount or Adjusted Reimbursement Amount, as applicable, as approved by the City Manager, the Reimbursement Amount or Adjusted Reimbursement Amount, as applicable, will be amended to include the actual costs as supported by design and construction invoices paid by Baker Katz. In the event that Baker Katz does not exhaust the full Reimbursement Amount or Adjusted Reimbursement Amount, as applicable, in connection with the construction of the widening of Chappell Hill Road, then the City agrees to use the remaining amount of the Reimbursement Amount or Adjusted Reimbursement Amount, as applicable ("Remaining Amount"), to reimburse Baker Katz for the costs of purchasing and installing the Primary Building Materials on the Anchor Buildings. The City will pay the Reimbursement Amount or Adjusted Reimbursement Amount, as applicable, to Baker Katz for construction of the Chappell Hill Road widening, or in connection with the costs of purchasing and installing the Primary Building Materials on the Anchor Buildings (if applicable), within ninety (90) days after completion, construction, written acceptance of the improvements by the City Engineer, and the City's receipt and approval of associated invoices. The total amount of Program Grant Payments payable to Baker Katz pursuant to this Agreement shall be reduced in an amount equal to the "Remaining Amount" as said term is defined in this Section 5.04. Notwithstanding any other provision of this Agreement to the contrary, Baker Katz shall contribute the total sum of \$80,000.00 to the City, which represents (i) \$50,000 for the costs incurred by the City for the underground installation of the electric lines associated with the Chappell Hill Road widening project and (ii) \$30,000 Baker Katz would have incurred in constructing the utility lines overhead. The contribution of Baker Katz set forth in the preceding sentence shall be in the form of an \$80,000 reduction in the Reimbursement Amount, resulting in an Adjusted Reimbursement Amount total of \$520,000 ("Adjusted Reimbursement Amount"), and said \$80,000 shall be deemed contributed as of the date of the Second Amendment. The City shall use commercially reasonable efforts to cause Bluebonnet Electric Cooperative to complete the underground installation of the electrical lines along the west side of Chappell Hill street, from Hwy 290 to the south of the southern property line of the 39.57 Acre Tract by June 1, 2021.

The Parties agree that on September 16, 2022, the City paid to Baker Katz the Remaining Amount of three hundred seventy-four thousand three hundred seventy-nine dollars (\$374,379). The payment in the preceding sentence was reimbursement for Primary Building Materials purchased by Baker Katz in accordance with this Section 5.04. The Parties agree that the aforementioned Remaining Amount shall be repaid to the City by Baker Katz by reduction of annual Grant Payments. Each annual Grant Payment shall be reduced by forty-six thousand seven hundred

ninety-seven dollars (\$46,797) for eight (8) years, beginning with the first Program Grant Payment due December 1, 2023, and ending with the Grant Payment due December 1, 2030.

4. This Third Amendment may be executed in multiple counterparts, which, when combined together, shall constitute an original of this Third Amendment. In addition, facsimile signatures of the parties shall be effective on all counterparts of this Third Amendment.

5. Effect of Amendment. Except as specifically provided in this Third Amendment, the terms of the 380 Agreement will continue to govern the rights and obligations of the parties, and all terms of the 380 Agreement remain in full force and effect. If there is any conflict or inconsistency between this Third Amendment and the 380 Agreement, this Third Amendment will control and modify the 380 Agreement.

IN WITNESS WHEREOF, City and Baker Katz execute this Third Amendment to be effective on the _____ day of _____, 2024.

CITY OF BRENHAM, TEXAS

By: _____
Name: Atwood C. Kenjura
Title: Mayor

STATE OF TEXAS

COUNTY OF WASHINGTON

This instrument was acknowledged before me on the _____ day of _____, 2024 by Atwood C. Kenjura, Mayor of the City of Brenham, a Texas home-rule municipal corporation, on behalf of said municipal corporation.

[Notary Seal]

Notary Public, State of Texas

APPROVED AS TO FORM

By: _____
Cary Bovey, City Attorney

BK STRINGER, LTD.

By: Reatta Building and Development Corp.,
a Texas corporation, its general partner

By: _____
Name: Kenneth Katz
Title: Vice President

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the ____ day of _____, 2024 by Kenneth Katz, the Vice President of Reatta Building and Development Corp., a Texas corporation, general partner of BK Stringer, Ltd., a Texas limited partnership.

[Notary Seal]

Notary Public, State of Texas



City Council regular meeting
AGENDA ITEM 7.d

Agenda Item: **Approve the Ratification of a Purchase from Brenntag Southwest Inc. in the Amount of \$51,111.00 for Water Treatment Chemicals and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Date: November 7, 2024

Department: Public Utilities

Staff Contact: Jerry Saldivar, Water Systems Superintendent

SUMMARY STATEMENT:

In 2007, the City of Brenham Water Treatment Plant introduced a corrosion inhibitor into the water treatment process. A corrosion inhibitor is a chemical substance added to water to slow down or prevent the corrosion of metal pipes and equipment within a water system.

Since 2013, Brenntag Southwest has been the city's provider for a corrosion inhibitor chemical. Brenntag has performed studies to confirm their product, SeaQuest, works best with the city's water. Brenntag Southwest is the Sole Source for SeaQuest, a proprietary blend of inorganic phosphates.

According to Title 30 of the Texas Administrative Code 290.42 (f)(1)(A), a water treatment facility must maintain at least a 15-day supply of chemical. As a result of limited storage of the SeaQuest chemical tank, staff must wait until the City is at the 15-day supply mark to refill the tank. Throughout the years, the price of this chemical has risen considerably. Due to the time constraint and to remain in compliance, staff has ordered and accepted a SeaQuest delivery from Brenntag Southwest at the price of \$2.25 per pound with a \$261.00 fuel surcharge. On October 9, 2024, the City received 22,600 pounds of the corrosion inhibitor chemical.

With the time constraint to uphold TCEQ standards, the price increase, and amount of chemical needed the purchase is over the \$50,000.00 threshold. The Water Treatment Department is needing to request a ratification for this purchase.

ATTACHMENTS:

1. Sole Source Letter
2. Brenntag Invoice

RECOMMENDATION:

Approve the ratification of a purchase from Brenntag Southwest Inc. in the amount of \$51,111.00 for water treatment chemicals and authorize the Mayor to execute any necessary documentation.

Brenntag Southwest, Inc. ▪ 704 E Wintergreen Rd ▪ Lancaster ▪ Texas ▪ 75134

City of Brenham
506 S. Austin Street
Brenham, Texas 77833

Gayle Tullier
Municipal Bid Manager
Cell: 225 802 1389
gayle.tullier@brenntag.com

October 8, 2024

▪

Sole Source for SeaQuest

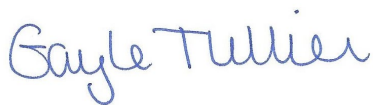
Dear Mr. Saldivar,

▪

Brenntag Southwest, Inc. is the Sole Source for **SeaQuest**, a proprietary blend of inorganic phosphates manufactured by AquaSmart, Inc. This product provides effective scale and corrosion control up to temperatures of 190°C (375°F) and is certified to NSF/ANSI/CAN 60 for use in municipal drinking water.

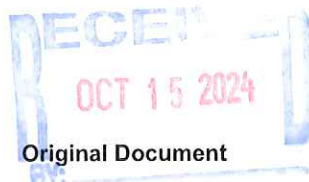
Thank you again for considering **SeaQuest** for the City of Brenham's water treatment requirements. Please do not hesitate to contact your sales representative or myself should you require any additional information.

With best regards,



Gayle Tullier
Municipal Bid Manager

BRENNTAG SOUTHWEST, INC.
610 FISHER ROAD
LONGVIEW TX 75604



B BRENNNTAG

*** PAGE 1 OF 1

INVOICE#: BSW581509 INV DATE: 10/07/24 DUE DATE: 11/06/24

SOLD TO:
CITY OF BRENHAM
PO BOX 1059
BRENHAM TX 77834-1059

SHIP TO:
BRENHAM WATER PLANT
1105 S AUSTIN ST
(HWY 36)
BRENHAM TX 77833

FEDERAL ID #: 751898378	DATE SHIPPED: 10/07/24	TERMS: NET 30
ORDER #: 1702416-00		SHIP WHS: 24 SLSPRSN: W16
CUSTOMER #: 642200		SHIP VIA: TOTAL CONNECTIO
CUSTOMER PO#: PO VERBAL JERRY SALDIVAR		FOB: DELIVERED
FREIGHT TERM: PREPAID		TAX EX#: **NEED TAX EXMPT
PRO NUMBER: 892086813		

PROD #	UNITS SHIPPED	WGT/GAL	TOTAL QTY	UNIT PRICE	EXTENDED
627295	22600.0000	11.25000	22600.0000#	2.2500	50,850.00
1.0000 # BULK PHOSPHATE		SEAQUEST® LIQUID POLY			
LOT NUMBER	QUANTITY				
195095	22600.0000				

QUESTIONS, CALL 713-330-8570

REMIT TO ADDRESS:
BRENNNTAG SOUTHWEST, INC.
P.O. BOX 843376
DALLAS TX 75284-3376

MERCHANDISE	50,850.00
FUEL SURCHARGE	261.00

IF PAID BY 11/06/24	INVOICE TOTAL USD	51,111.00
PAID AFTER 11/06/24	INVOICE TOTAL USD	52,133.22

With a logon you can view all your invoices at US.BrenntagConnect.com. Ask your sales agent for one today.



City Council regular meeting
AGENDA ITEM 7.e

Agenda Item: Approve the City of Brenham 2025 City Holiday Calendar and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: November 7, 2024

Department: HR and Risk Management

Staff Contact: Susan Nienstedt, Director of Human Resources and Risk Management

SUMMARY STATEMENT:

The City of Brenham Holiday calendar for 2025 is presented for approval by the Mayor and City Council. This schedule provides 12 observed holidays, and 2 floating holidays for a total of 14 paid holidays for full-time employees.

ATTACHMENTS:

1. 2025 Holiday Calendar

RECOMMENDATION:

Approve the City of Brenham 2025 Holiday calendar and authorize the Mayor to execute any necessary documentation.



2025 City Holidays

Jan 1	New Year's Day
Jan 20	Martin Luther King Day
Apr 18	Good Friday
	OR
Apr 20	Easter Sunday (24-hour depts.)
May 26	Memorial Day
June 19	Juneteenth Day
July 4	Independence Day
Sept 1	Labor Day
Nov 11	Veteran's Day
Nov 27	Thanksgiving Day
Nov 28	Day after Thanksgiving
Dec 24	Christmas Eve
Dec 25	Christmas Day
2 Floating Holidays - 8 hours each	
* September 11 th considered as (1) 8-hour Floating Holiday for Firefighters	

January						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February						
S	M	T	W	T	F	S
						1
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9	10	11	12	13	14	15
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23	24	25	26	27	28	

March						
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						1
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April						
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May						
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18	19	20	21	22	23	24
25	26	27	28	29	30	31

June						
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29	30					

July						
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27	28	29	30	31		

August						
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24	25	26	27	28	29	30
31						

September						
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28	29	30				

October						
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19	20	21	22	23	24	25
26	27	28	29	30	31	

November						
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			



City Council regular meeting
AGENDA ITEM 7.f

Agenda Item: **Approve a Three-Year License Agreement Between the City of Brenham and Milsoft Utility Solutions Related to the Outage Management System (OMS) in the Amount of \$34,500.00 and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Date: November 7, 2024

Department: Public Utilities

Staff Contact: Alton Sommerfield, Deputy GM of Public Utilities

SUMMARY STATEMENT:

Since 2014, the Public Utilities Department has used the Milsoft Outage Management System (OMS) for distribution system analysis. We are now seeking approval to purchase a new software license and 2-way texting subscription that will work concurrently with the OMS. This new software will allow the City and its' customers to communicate through 2-way texting regarding power outages, estimated times for power restoration, as well as notifications for planned power outages. The 3-year total cost of the software is \$34,500 (\$750/month plus a one-time payment for setup and configuration of the texting functionality).

Although this purchase was not included in the FY25 budget, funds that were budgeted for an after-hour call service contract which will not be executed can be re-allocated to cover this new software subscription.

ATTACHMENTS:

1. Milsoft Utility Solutions -Three-year Quote

RECOMMENDATION:

Approve a three-year license agreement between the City of Brenham and Milsoft Utility Solutions related to the Outage Management System (OMS) in the amount of \$34,500.00 and authorize the Mayor to execute any necessary documentation.

**Bill To**

Alton Sommerfield
Brenham, City of
PO Box 1059
Brenham, TX, 77834-1059
USA

Quote Number: **53374**

Date Created: 09/10/2024

Valid Until: 09/25/2024

Account Manager: Bart Brockway

Communications

Quantity	Quoted Line Item	Contract Term	Price (Monthly)
1	Milsoft Customer Outage Alerts Subscription Subscription for Customer Outage Alerts. Two (2) hours Web training included, w/option to purchase additional training at hourly rates. Requires Milsoft Texting integration. Milsoft Support included.	3 Year(s)	\$300.00
1	Milsoft Texting Subscription Texting Subscription, powered by Whispir, that includes up to 5,000 texts, billed monthly. Additional texts are billed separately at \$ 0.04 per text. Includes one Customer Enablement Training. Milsoft Support included.	3 Year(s)	\$450.00

Communications Total: \$750.00

Services

Quantity	Quoted Line Item	Contract Term	Price (1-Time)
1	Texting Configuration The setup and configuration of two-way texting functionality for Milsoft applications provided through an approved texting gateway. Price includes (2) hours of phone or web training. Milsoft Support applicable.		\$7,500.00

Services Total: \$7,500.00

Non-Recurring Total: \$7,500.00

Recurring Monthly Total: \$750.00

Total: \$8,250.00

Quote Acceptance:

This Quote comprises all material representations and constitutes the entire understanding between the parties to date with respect to the subject matter hereof and supersedes any and all prior representations, offers or agreements either oral or written between the parties with respect to such subject matter. This Quote shall serve as Schedule A to the Customer's contract for procurement of the Product, Training, Service and Support Program as described when applicable, or as an addendum to Customer's current contract(s).

Terms & Conditions – Subscription**Payment Terms**

- Payment due in compliance with Texas Government Code, Chapter 2251
- Subscription invoiced monthly
- Payment must be in USD

Subscription Term

- Subscription invoiced upon installation
- Three (3) year initial term, unless otherwise specified in quote description
- Renewals after initial term must be mutually agreed upon in writing; renewal pricing may be subject to change
 - Subscription includes Support Program

Price Exclusions

- Hardware
- Microsoft® SQL Server™
- ESRI

Terms & Conditions – Texting Subscription, powered by Whispir®**Subscription Term**

- Three (3) year initial term, unless otherwise specified on the face of this Quote; commencing upon installation
- Renewals after initial term must be mutually agreed upon in writing; renewal pricing may be subject to change

Payment Terms

- Payment due in USD in compliance with Texas Government Code, Chapter 2251
- Configuration & Setup fee and first month may be included in initial invoice, billed upon Quote Acceptance
- Subscription fee invoiced monthly at quoted rate, in advance, throughout active Texting Subscription Term
- Fees for excess texts accrue as incurred, at quoted rate, and will appear on subsequent monthly invoice(s)
- Billing for all Whispir fees and charges will be handled by Milsoft, via Milsoft invoices, within quoted rates and as may be added by Customer request for additional features and services

Price Inclusion

- Initial Setup and Testing
- Number of texts per month as quoted, up to monthly max, within subscription fee
- Up to two (2) hours of web training, if and as needed
- Subscription includes Support Program

Price Exclusion

- Underlying Milsoft system required; sold or subscribed separately
- Carrier surcharges, if any

Usage Terms

- Subject to Whispir's Privacy Policy: <http://www.whispir.com/en-us/terms/acceptable-use>
- Subject to Whispir's Data Retention Policy: <http://www.whispir.com/en-us/terms/data-retention-policy>
- Subject to Whispir's Privacy Policy: <http://www.whispir.com/en-us/terms/privacy-policy>

Terms & Conditions - Integration, Texting Configuration, DB Conversion, Migration Tool, Special Script**Payment Terms**

- Payment due in USD in compliance with Texas Government Code, Chapter 2251
- 100% invoiced upon quote acceptance, unless otherwise specified in description

Price Exclusions

- Underlying standard-edition Software product, sold or subscribed separately
- Any Customer-requested changes to the scope of work
- Support Program, if applicable as noted in description (for custom development or tool)
 - Annual support at the rate of 20% of the retail price
- Support invoiced separately upon installation, may be prorated to coordinate account

IMPORTANT! Hardware and Operating System (OS) Requirements

Customer, before signing below, please check online at <http://milsoft.com/hardware-software-requirements> to ensure that you have current compatibility and the latest recommendations for optimum functionality of this and all Milsoft® software with your organization's computers and devices.

Account Name: _____

Accepted By: _____

Printed Name: _____

Date: _____

PO# (if applicable): _____



City Council regular meeting
AGENDA ITEM 7.g

Agenda Item: Award ITB No. 25-002 for Fleet Fueling Services for the City of Brenham Vehicle and Equipment Fleet to Alexander Oil and Authorize the Mayor to Exectue Any Necessary Documentation

Meeting Date: November 7, 2024

Department: Purchasing

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

SUMMARY STATEMENT:

On October 25, 2024, the City of Brenham opened bids for bulk fuel and fleet fueling services. There was only one bid received from Alexander Oil Company of Brenham. We were contacted by another company that showed interest but was unable to provide all the services requested in the request for bid. The bid, for profit margin based on OPIS (Oil Price Information Service) Average of Branded and unbranded was \$0.10 per gallon for unleaded gasoline and clear diesel. This is a decrease of \$0.02 from the last contract bid in 2021. The profit margin for dyed diesel was bid at \$0.15 per gallon, which is a decrease of \$0.05 cents from the last contract bid. The city requested a three (3) year price guarantee with the option for two (2), one (1) year renewals, not to exceed five (5) years in total.

Alexander Oil provides a location for fleet fill-up, with a back-up location when needed and also delivers bulk fuel to city locations. Alexander Oil has held the contract for numerous years and continues to provide great service to the City.

ATTACHMENTS:

1. Alexander Oil Company Bid Package ITB 25-002

RECOMMENDATION:

Award ITB No. 25-002 for Fleet Fueling Services for the City of Brenham Vehicle and Equipment Fleet to Alexander Oil and authorize the Mayor to execute any necessary documentation.

City of Brenham
 Bid Form, Page 2
Bid No. 25-002

Item No.	Description	Estimated Qty/Yr	Brand/Mfg.	Mark-up
1.	No. 2 (Dyed) Ultra Low Sulfur Diesel, per specifications, Minimum Cetane Rating 42	50 gallons	Unbranded Branded	\$.15 /gal
2.	No. 2. (Clear) Ultra Low Sulfur Diesel, per specifications, Minimum Cetane Rating 42	90,000 gallons	Unbranded Branded	\$.10 /gal
3.	Regular Grade Unleaded Gasoline, per specifications, Minimum Octane Rating 87	80,000 gallons	Unbranded Branded Shell, Valero, Sunoco, Phillips	\$.10 /gal
4.	Medium Grade Unleaded Gasoline, per specifications, Minimum Octane Rating 89	2,000 gallons	Unbranded Branded Shell, Valero, Sunoco, Phillips	\$.10 /gal
5.	Premium Grade Unleaded Gasoline, per specifications, Minimum Octane Rating 92	1,200 gallons	Unbranded Branded Shell, Valero, Sunoco, Phillips	\$.10 /gal

Name of Bidding Vendor Alexander Oil Company

OPIS Daily Average of branded and unbranded plus "Mark-up"



City Council regular meeting
AGENDA ITEM 8

Agenda Item: **Discussion and Presentation on the City of Brenham Charter Article III - The City Council, Article IV - The City Manager; Finances, Article V - Improvement Bonds, Article VI - Taxation, and Article VII - Miscellaneous Provisions**

Meeting Date: November 7, 2024

Department: Administration

Staff Contact: Jeana Bellinger, City Secretary

SUMMARY STATEMENT:

During this Work Session, staff will provide the City Council with a detailed review of the following Articles:

- Article III - The City Council
- Article IV - The City Manager; Finances
- Article V - Improvement Bonds
- Article VI - Taxation
- Article VII - Miscellaneous

ATTACHMENTS:

1. Presentation Articles III-VII
2. Redline of Articles III-VII

RECOMMENDATION:

No action required - discussion only.



City of Brenham Charter Review

A Presentation From The
Office of the City Secretary
November 7, 2024

1

One Article At A Time..

- Article III: The City Council
 - 22 sections; 2 reserved sections
- Article IV: The City Manager; Finances
 - 9 sections; no reserved sections
- Article V: Improvement Bonds
 - 4 sections; no reserved sections
- Article VI: Taxation
 - 14 sections; 5 reserved sections
- Article VII: Miscellaneous Provisions
 - 28 sections; 2 reserved sections



2

Article III

The City Council

3

Review from May 16, 2024



- ▶ Article III - The City Council
 - ▶ Sec. 4 – Terms of Office
 - ▶ Sec. 14 – Salaries
 - ▶ Sec. 17 – Introduction and passage of ordinances and resolutions

4

Article III, Section 4 Terms of Office

- As discussed in May, this Section has been amended to recommend a 3-term term limit:
 - 4-year terms with a 3-term term limit would mean a member of City Council could serve a total of 12 consecutive years
 - Terms (full or partial) served prior to the adoption of this change (May 3, 2025) will not be considered for the purpose of term limitation.

5

Article III, Section 14 Salaries

- As discussed in May, this Section has been amended to propose an increase in salaries for the Mayor and City Councilmembers:
 - Increase the Mayor's salary from \$225 per month to \$550 per month.
 - Increase each Councilmember's salary from \$225 per month to \$450 per month.

6

Article III, Section 17

Introduction and Passage of Ordinances and Resolutions

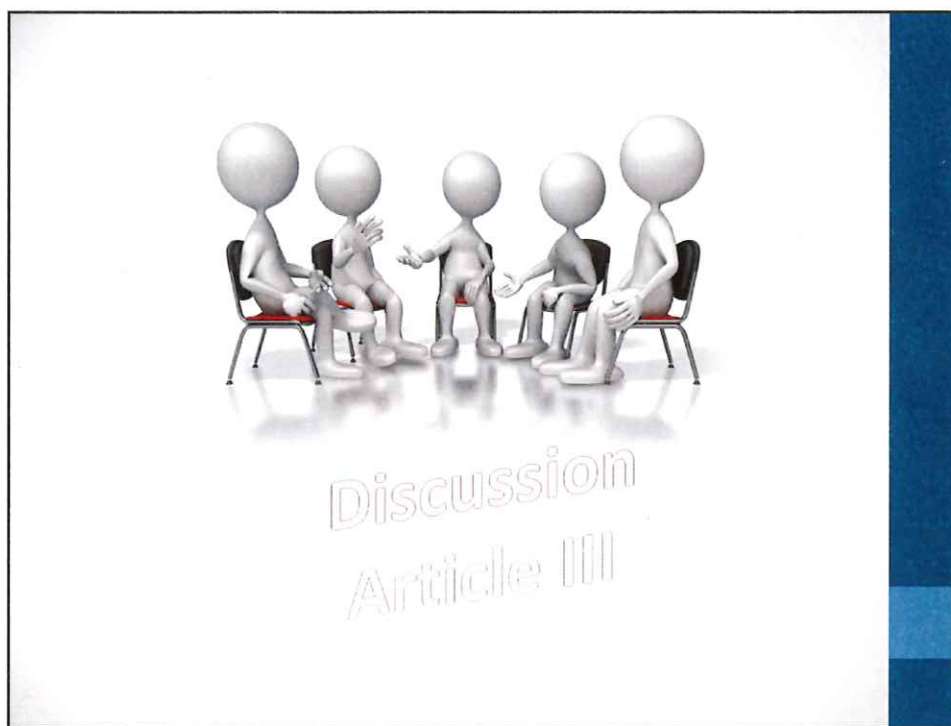
- This was discussed at length in May.
- No changes to this Section are being recommended.
- Charter would continue to require that all ordinances, except emergency ordinances, have two (2) readings.

7

Article III – Other Revisions

- Sec 6: Amended to be consistent with Local Government Code, Chapter 171, governing conflicts of interest
- Sec. 8: Clarification of City Council's duty to qualify candidates
- Sec. 9: Removed specific election day
- Sec. 10: Amended to be consistent with Sec. 2.025 of the Election Code.
- Sec. 11: Removed specific election day
- Sec. 13: Clarification of election type
- Sec. 19: Simplified wording

8



9

Article IV The City Manager; Finances

10

Article IV – Revisions

- Sec. 1: Punctuation correction
- Sec 3: Modernized wording

11



Discussion
Article IV

12

Article V Improvement Bonds

13

Article V – Revisions

- Sec 3: Punctuation correction

14



15



16

Article VI – Taxation

- Sec 11: Update to modern language

17



Discussion
Article VI

18

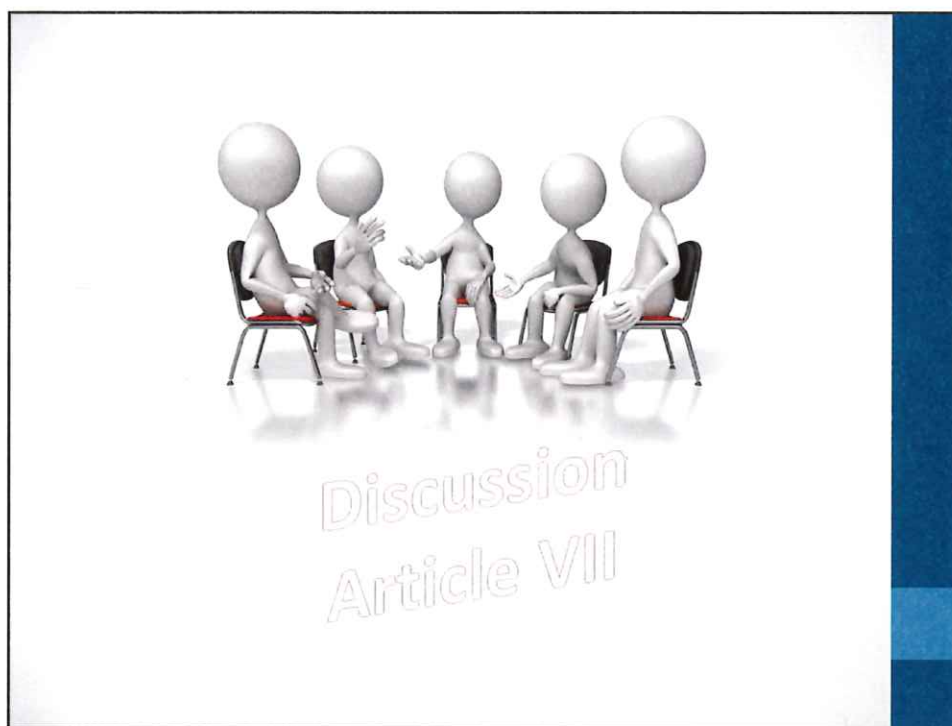
Article VII Miscellaneous Provisions

19

Article VII – Miscellaneous Provisions

- Sec. 7: Amended to reflect current procedures
- Sec. 12: Grammer correction
- Sec. 14: Punctuation correction
- Sec. 15: Grammer correction and updated to reflect modern language
- Sec. 19: Reference and grammar corrections
- Sec. 24: Punctuation correction

20



21



What's Next?



- ✓ Work Session(s) to review and approve Charter propositions:
 - ✓ *December 5, 2024*
 - ✓ *January 9, 2025 (if needed)*
- ✓ Two readings of an Ordinance to formally order the Special Election:
 - ✓ *January 23, 2025*
 - ✓ *February 6, 2025*

22



23

**CITY OF BRENHAM
CHARTER**

ARTICLE III. - THE CITY COUNCIL

Sec. 1. - Appointive offices.

All officers and employees of the City except City Council shall be appointive, be employed at-will, and subject to employment contract or personnel policies as Council may provide for each office or position. The City Council shall appoint the City Manager, City Secretary, Deputy City Secretary(ies), Municipal Court Judge, Associate Municipal Court Judge(s), City Attorney, Municipal Court Prosecutor, and any other officer or employee whose appoint must be made by the City Council in accordance with this Charter, City ordinance, or other applicable law.

Sec. 2. - Powers generally.

All legislative powers of the City shall be vested, subject to the terms of this Charter and the Constitution of the State of Texas, in the City Council; and no Councilmember shall exercise any administrative powers or be the head of any department.

Sec. 3. - Appointment of city manager.

The City Council shall appoint a chief administrative officer to be known as the "City Manager," with duties and powers hereinafter provided.

Sec. 4. - Terms of office; term limitations.

The Mayor and each Councilmember shall serve for a term of four (4) years, beginning with the first meeting of the City Council following their election until the later of the first meeting of the City Council following the regular election four (4) years later or their successor has been elected and duly qualified. The Mayor and each Councilmember may not serve more than three (3) full consecutive terms of office of four (4) years each. After completing three (3) full consecutive terms, a person may again be a candidate for or be appointed to the office of Mayor or Councilmember after one (1) entire year of not holding any elected or appointed position on the City Council. Non-consecutive terms of office shall not be limited. Terms of office, or partial terms of office, served prior to May 3, 2025 shall not be considered for the purpose of term limitations.

Sec. 5. - Filling city council vacancies by appointment or special election.

Vacancies in the City Council arising from resignation, forfeiture, removal, recall, death, or any cause shall be filled by majority vote of the qualified voters at a special election called for such purpose within one hundred and twenty (120) days after such vacancy or vacancies occur. If any such vacancy shall occur within one hundred twenty (120) days preceding a regular election, then the special election to fill the vacancy for the unexpired term shall be held on the same date

Deleted: *Approved by the voters on May 9, 2015*

as the next regular election. Additionally, if the remaining unexpired term of the vacant Council position is twelve (12) months or less, then no special election to fill the vacancy shall be held and the vacant Council position shall be filled by appointment by the remaining Councilmembers, and the appointed Councilmember shall serve until the next regular City election for the vacant Council position. Appointed Councilmembers shall have the same qualifications as an elected Councilmember.

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Sec. 6. - Qualifications to hold office of mayor, councilmembers and other officers and employees; conflict of interests.

The Mayor and each Councilmember shall be resident citizens of the City of Brenham, have the qualifications of electors therein, be of a minimum age of twenty-one (21) when elected, and shall have been resident citizens of the City of Brenham and any ward they may represent for a period of twelve (12) months immediately preceding such election. The Mayor, Councilmembers and other officers and employees, with regard to any contract or other matter authorized by the city, shall comply with Chapter 171 of the Texas Local Government Code and all other applicable laws governing conflicts of interest of local public officials. Any officer or employee of the City who shall cease to possess any of the qualifications herein required shall forthwith and ipso facto forfeit his office.

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Deleted: in the profits or emoluments of any contract, job, work or service for the municipality, or interested in the sale to the City of any supplies, equipment, material, or articles purchased....

Deleted: , and any such contract in which any officer or employee is or may become interested may be declared void by the City Council

Sec. 7. - Elective positions.

The elective officers of the City shall consist of the seven (7) Councilmembers as follows: The Mayor and the two (2) other Councilmembers elected from the City at large (these two (2) other Councilmembers' positions being designated as Councilmember, Place Five-at-Large, and Councilmember, Place Six-at-Large); and a Councilmember elected from each of the four (4) wards of the City as hereinafter established (these Councilmembers to be designated as Councilmember, Place One-Ward One, Councilmember, Place Two-Ward Two, Councilmember, Place Three-Ward Three, and Councilmember, Place Four-Ward Four) each of whom shall be elected to the office for which he is a candidate by the qualified voters of that particular ward.

Sec. 8. - Canvassing returns and declaring results of election; judges of its own election and qualification.

The returns of every municipal election shall be delivered forthwith by the Election Judges to the City Secretary. The Council shall canvass the returns; investigate the qualifications of the candidates, and declare the official results of the election in accordance with applicable state and federal laws. The returns of every municipal election shall be recorded in the minutes of the Council by Ward totals, when applicable. At each election the qualified person receiving a majority of all votes cast for the office that person seeks shall thereon be declared elected by said Council.

Deleted: ,

The City Council shall be judges of the qualification of its members, and the Council's determination shall be conclusive and final for all purposes.

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Sec. 9. - Regular election days.

The regular municipal elections of the City of Brenham shall be held on the uniform election date, in May in odd-numbered years or any other uniform election date as authorized by law.

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Sec. 10. - Runoff elections.

In the event any candidate for the Council (including the Mayor) fails to receive, at any regular or special election, a majority of all votes cast for his particular office, the Mayor or, if he fails to do so, the Council shall no later than the fifth (5th) day following the official canvass of the election order a runoff election to be held in accordance with applicable law.

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At said runoff election the two (2) candidates that received the highest number of votes cast for such particular office in the first election, at which no one was elected to such office by receiving a majority of all votes cast for all candidates for such particular office, shall be voted on again.

The candidate who receives the majority of the votes cast for the particular office in the runoff election shall be elected to such office and shall take office as soon thereafter as he is qualified.

In runoffs for the office of Mayor or Councilmembers elected at large, the registered voters of the City as a whole shall vote. In runoffs of Councilmembers for single wards, being any of the Councilmembers from Ward One, Ward Two, Ward Three or Ward Four, only those registered voters in the particular ward shall vote in the runoff election for that particular position.

Sec. 11. - Special elections; state election laws control elections.

All elections provided for in this Charter, except the regular election of Councilmembers held on the uniform election date, in May of odd-numbered years or on any other date as authorized by law, shall be called special elections, and all elections shall be conducted and results canvassed and announced by the election authorities as prescribed by the general election laws of the State of Texas relating to cities and towns, and said general election laws shall control in all municipal elections, except as otherwise herein provided.

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Sec. 12. - General powers and duties of mayor; mayor pro tempore.

The Mayor of the City shall be the presiding officer of the City Council. He shall vote as a member of the City Council on all matters coming before the body; sign all bonds, warrants and other official documents; be the official head of the City, and exercise all powers and perform all duties imposed upon him by this Charter and by the ordinances of the City, and resolutions of the City Council.

The City Council shall elect one of their number as Mayor pro tempore, as soon as practicable after each regular election of Councilmembers, who in the absence or inability of the Mayor to act, may exercise all the powers and authority appertaining to the office of Mayor.

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Sec. 13. - Organizational meeting; holding other meetings.

Within fourteen (14) days after the election of the Councilmembers, whether a regular election or runoff election, the City Council shall meet in the Council Chamber of the City Hall, at which time the Councilmembers-elect shall qualify and assume the duties of their offices. Thereafter the City Council shall meet at such time as prescribed by ordinance or resolution, but they shall meet at least once each month.

Sec. 14. - Salaries.

The Mayor shall receive a salary of five hundred fifty dollars (\$550.00) per month and each Councilmember shall receive a salary of four hundred fifty dollars (\$450.00) per month.

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Sec. 15. - Calling special meetings; determining rules and order of business; journal; quorum; voting on measures.

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The Mayor or any three (3) Councilmembers may call special meetings of the City Council at any time deemed advisable. The City Council shall determine its own rules and order of business, and shall keep a journal of the proceedings in a permanently bound book and any citizen shall have access to the minutes and record thereof at all reasonable times. Any four (4) members of the City Council shall constitute a quorum for the transaction of any business, and the affirmative vote of the four (4) members of the City Council shall be sufficient and necessary to adopt or repeal any ordinance or resolution. The vote upon the passage or repeal of any ordinance or resolution shall be taken by "yea" or "nay" vote, and entered upon the journal. Except when required by law to abstain from voting on a matter before the City Council, each member of the City Council present at the meeting shall vote upon every question, ordinance or resolution which shall be entered upon the journal. Any Councilmember refusing to vote except when required by law to abstain shall be entered on the journal as voting in the affirmative.

Sec. 16. - Signing, attesting and sealing ordinances and resolutions.

Every ordinance or resolution passed by the City Council shall be signed by the Mayor, and attested by the person acting as City Secretary and the seal of the City impressed thereon within ten (10) days after its passage.

Sec. 17. - Introduction and passage of ordinances and resolutions.

Each proposed ordinance or resolution shall be introduced in written or printed form, shall not contain more than one subject, which shall be clearly stated in the title; but general appropriation ordinances may contain the various subjects and accounts for which moneys are to be appropriated. No ordinance, unless it shall be declared to be an emergency measure, and passed by a unanimous vote to the City Council, shall be passed on the day on which it shall be introduced. All ordinances, save and except emergency ordinances, shall be finally passed on the second reading. Ordinances not required to be published shall take effect and be in force from and after the passage thereof, unless otherwise provided.

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Sec. 18. - Emergency measures.

An emergency measure is an ordinance or resolution for the immediate preservation of the public peace, property, health or safety, or providing for the usual daily operation of a municipal department, in which the emergency is set forth and defined in a preamble thereto. Ordinances appropriating money and ordinances for the payment of salaries and wages may be passed as emergency measures, but no measure making a grant, renewal or extension of a franchise, or other special privilege or regulating the rate to be charged for services by any utility, shall ever be passed as an emergency measure.

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Sec. 19. - Publication of penal ordinances.

The City Secretary shall publish, in a newspaper of general circulation within the City, any ordinances required by state or federal law to be published. The City Secretary may abbreviate the text of any ordinance for publication purposes. Such ordinances shall take effect upon the date of publication unless otherwise required by law or stated in the ordinance. Ordinances related to emergency measures shall take effect according to their terms.

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Sec. 20. - Style of ordinances.

The style of all ordinances of the City of Brenham shall be: "BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRENHAM," but the same may be omitted when published in book or pamphlet form.

Sec. 21. - Recording and authenticating documents.

The City Council shall appoint a City Secretary who shall be responsible for the original documentation of all laws, notices, minutes, resolutions, ordinances, and related official records of the governing body; all deeds, easements, leases, titles and related documents of ownership of City property, and the municipal charter and seal. Every ordinance or resolution, upon it becoming effective, shall be kept in the permanent files of the City and shall be authenticated by the signature of the Mayor and the City Secretary, or in their absence, the person exercising their duties as appointed by the City Council.

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Sec. 22. - Forfeiture and removal from office.

Any Councilmember who is convicted of a felony shall forfeit his office. Any Councilmember who is absent from three (3) consecutive regularly scheduled Council meetings may be removed from office upon the affirmative vote of five (5) councilmembers.

Secs. 23, 24. - Reserved.

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**CITY OF BRENHAM
CHARTER**

ARTICLE IV. - THE CITY MANAGER; FINANCES

Sec. 1. - Appointment; position; qualifications; removal.

The City Council shall appoint a City Manager, who shall be the administrative head of the municipal government and shall be responsible for the efficient administration of all departments. He shall be chosen upon qualification and fitness for the exercise of his duties. He may or may not be a resident of the City of Brenham when appointed but shall establish his residence within the City as directed by the City Council. The City Council may engage a City Manager by agreement for a term not to exceed one year; however, the City Manager is subject to removal at any time, with or without cause, by City Council.

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Sec. 2. - Duties generally.

Except as provided in Article III, section 1 of the Charter or other applicable law, the City Manager or the City Manager's designee shall appoint all officers and employees of the City. The City Manager shall exercise control and supervision over all departments and offices that may be created by the City Council or City Manager and all officers and employees appointed by him. He shall attend all meetings of the City Council with the right to take part in the discussion but having no vote. He shall recommend in writing to the City Council such measures as he may deem necessary or expedient. He shall keep the City Council fully advised as to the financial condition and needs of the City and perform such other duties as may be prescribed by this Charter or which may be required of him by ordinance or resolution of the City Council.

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The City Manager may create and consolidate appointive offices and positions, may divide the administration of the City's affairs into such departments as he may deem advisable, and may discontinue any such appointive office, position, or department at his discretion, except the office of the City Manager, City Secretary, Deputy City Secretary(ies), Municipal Court Judge, Associate Municipal Court Judge(s), City Attorney and Municipal Court Prosecutor.

Sec. 3. - Annual budget.

The annual budget of the City shall be prepared by the City Manager based on the estimates of each department. These departmental estimates shall include the expenses of the department for the preceding year and indicate where increases or reductions are recommended for the ensuing year. The City Manager shall submit the budget to the City Council for approval.

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Sec. 4. - Keeping of accounts and financial records.

The City's accounts shall be kept in such a manner as to show fully at all times the financial condition of the City, and the financial records shall at all times be available to the public for inspection.

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Sec. 5. - Accounting procedure.

Accounting procedure shall be devised and maintained for the City, adequate to record in detail all transactions affecting the acquisition, custodianship and disposition of the City's assets, including cash receipts, credit transactions and disbursements; and the recorded facts shall be presented periodically to the City Council and to the public in such summaries and analytical schedules in detailed support thereof as shall be necessary to show the full effect of such transactions for each fiscal year upon the finances of the City and in relation to each department of the City government, including distinct summaries and schedules for each public utility owned and operated.

Sec. 6. - Audit.

The City Council shall cause an audit of the books of account, and of all records and transactions of the administration of the affairs of the City; such audit shall be made annually embracing each fiscal year and shall be made by an accountant to be selected by the Council. The duty of the accountant shall include the certification of all statements required in section 5 herein; summaries of income and expenditures and also comparison, on proper classification, with the last previous audit; such summaries shall be filed with the City Secretary for public inspection within ten (10) days after the completion of such audit.

Sec. 7. - Fixing and determining salaries and wages.

The City Manager shall fix and determine the salaries and wages of all appointive officers and employees of the City, unless otherwise provided in this Charter, and shall provide for the payment thereof.

Sec. 8. - Issuance of checks for payroll and other claims.

No check for the payment of payroll or of any claim shall be issued by the City unless such claims shall be evidenced by an itemized account, in accordance with approved City Budget including amendments, approved by the signature of the City Manager or his designee, and all checks shall be signed by any two of the following: Mayor, City Secretary, City Manager and the Chief Financial Officer.

Sec. 9. - Payroll.

The payroll of the City shall be approved by the City Manager or his designee before any checks are issued. Payroll shall be made in accordance with the annual City budget.

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**CITY OF BRENHAM
CHARTER**

ARTICLE V. - IMPROVEMENT BONDS

Sec. 1. - Purpose.

The City shall have the right and power to borrow money upon the credit of the City and to issue bonds of the City therefor, in such sum or sums as may be deemed expedient, for the purpose of improving the streets, purchasing or constructing sewers, erecting and maintaining public buildings of every kind and for purchasing or constructing waterworks and gas plants and systems and for the purpose of purchasing, erecting, maintaining and operating an electric light and power plant and such other public utilities as the governing authority may, from time to time, deem expedient, and for any other purpose authorized by state law.

Sec. 2. - Specifying purpose; sale; interest and sinking fund.

All bonds shall specify for what purpose they are issued, and shall be sold for cash. When any bonds are issued by the City a fund shall be provided to pay the interest on those bonds and create a sinking fund to redeem said bonds. Said fund shall not be diverted or drawn upon for any other purpose, and the custodian of the funds of the City shall honor no drafts upon said fund except to pay interest upon or redeem the bonds for which it was provided. The City shall have the power to invest said sinking funds in securities secured by the pledge of United States Bonds or Federal Agency Bonds, Texas State or County Bonds, or Bonds of the City of Brenham, or other municipality, or any school district, or any other investment authorized by state law.

Sec. 3. - Maximum period; signing; specifying places and times of payment; approval by state officials; issuance.

Said bonds shall be issued for a period of time not to exceed forty (40) years; shall be signed by the Mayor, countersigned by the person acting in the capacity of City Secretary, and both principal and interest shall be payable at such places and times as may be fixed by the ordinance of the governing authority. All such bonds shall be submitted to the Attorney General of the State for his approval and the Comptroller for registration, as provided by the State law; provided, that any such bonds, after approved, may be issued by the City, either optional or serial, or otherwise, as may be deemed advisable by the governing authority.

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Sec. 4. - Submitting to referendum.

Before the issuance of any bonds the same shall be submitted to a vote of the qualified voters of the City as required by the General Laws of the State.

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**CITY OF BRENHAM
CHARTER**

ARTICLE VI. - TAXATION

Sec. 1. - Authority for annual levy generally.

Until otherwise provided by ordinance adopted in the manner provided in section 2 hereof, the City Council shall have the power and is hereby authorized, annually, to levy and collect taxes on the assessed valuation of all real estate, personal and mixed property within the City limits, not exempt from taxation by the Constitution and laws of this State, not exceeding one and sixty-five one hundredths dollars (\$1.65) on the one hundred dollar (\$100.00) valuation for any one year for all purposes.

Sec. 2. - Ordinance raising tax rate; election.

The City Council shall have the power and is hereby authorized at any time to propose an ordinance for the levy and collection of taxes on the assessed valuation of all property within the corporate limits of the City not exempt from taxation by the Constitution and laws of this State at a greater rate on the one hundred dollar (\$100.00) valuation than that provided in section 1 hereof not to exceed the rate allowed by the Constitution and laws of this State, which proposed ordinance shall be submitted to a vote of the qualified voters of the City for adoption or rejection at an election held for that purpose. Said election shall be held on the next authorized election date that allows the City sufficient time to comply with all applicable election laws.

The form of ballot for use in an election held for adoption of such proposed ordinance shall state the title of the ordinance and contain a succinct statement of its nature and purpose and to the left of such statement on separate lines there shall be printed the words:

FOR THE ORDINANCE
AGAINST THE ORDINANCE

If a majority of such voters voting in such election shall vote in favor thereof it shall thereupon become an ordinance of the City.

Sec. 3. - Occupation tax.

The City shall have the power to levy and collect occupation taxes consonant with the Constitution and laws of the State of Texas, and shall authorize the granting and issuance of licenses and shall direct the manner of issuing and registering the same and fix the fees thereafter, but no license shall be issued for a longer period than one year and shall not be assignable except by permission of the governing authority of the City.

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Sec. 4. - Franchise tax; corporation tax.

The City shall have the power, annually, to levy and collect a franchise tax against any person, corporation or other legal entity using and occupying the public streets or grounds of the City, separately from the tangible property of such person, corporation or other legal entity, and to levy and collect, annually, upon the property and shares of corporations, companies and corporate institutions, as the same are now or may be assessed by the State laws and shall have full power to enforce the collection of such taxes.

Sec. 5. - Tax lists, inventories, appraisements, rendition.

The City shall have the power to regulate the manner and mode of making out tax lists, inventories and appraisements of property therein, and to prescribe the oath that shall be administered to each person rendering property for taxation and to prescribe how, when and where property shall be rendered, and to prescribe the number and form of assessment rolls and to adopt such measures as may be deemed advisable to secure the assessment of all property within the City limits and to collect taxes thereon and may provide a fine upon all persons failing, neglecting or refusing to render their property for taxation, and to do any and all things necessary or proper to render effectual the collection of moneys for taxation.

Sec. 6. - Rendition, etc., as to omitted property.

The City shall have the power to provide for the rendition of unrendered property for taxation, and levy and assess taxes thereon annually, and to provide for the rendition, levy and assessment of taxes for previous years on the property omitted from taxation in the manner provided by State law of this State.

Sec. 7. - Property subject to taxation; lien generally.

All real, personal or mixed property held, owned or situated in the City of Brenham shall be liable for all municipal taxes, due by the owner thereof, including taxes on real estate, franchises, personal and mixed property taxes, and all other municipal taxes of whatsoever character. Such municipal taxes are hereby declared to be a lien, charge and encumbrance upon the property so that taxes and special assessments shall be a prior lien to all other claims, sales, assignments, transfers, gifts and judicial writs. Said lien shall exist from the first day of January of each year until all such taxes have been paid; and such lien against any real estate which, for any cause, has failed to be assessed for one or more years shall be good and effective for every year for which assessment has so failed.

Sec. 8. - Liability of personal property.

Personal property of all persons, firms or corporations owing any taxes to the City of Brenham is hereby made liable for all such taxes and subject to seizure and sale, whether the same be upon personal or real property or upon both.

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Sec. 9. - Time of levying.

The governing authority of the City, at its first meeting in September of each year, or as soon thereafter as practicable, shall levy the annual tax for such year, but special taxes or assessments allowed by this Charter may be levied, assessed and collected at such times as the governing authority may provide; provided, that should the governing authority fail or neglect to levy the annual tax herein provided for any one year the annual tax levy for the preceding year last made by said governing authority shall and will be considered in force and effect as the tax levy for the year for which no annual tax was made.

Sec. 10. - Providing for collection.

The City shall have full power to provide for the prompt collection, by suit or otherwise, of taxes assessed, levied and imposed, and is hereby authorized, and to that end shall have full power and authority to sell, or cause to be sold, all kinds of property, real and personal, and shall make such rules and regulations and enact all such ordinances as are deemed necessary for the collection of any taxes provided in this Charter.

Sec. 11. - City not required to give bond; payments to city to be in legal currency.

It shall not be necessary in any action, suit or proceeding, in which the City shall be a party, for any bond, undertaking, or security to be executed in behalf of the City. Nothing of value nor anything save official currency, of the United States shall be received in payment of taxes, fines, forfeitures, penalties and debts due and owing to said City.

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Sec. 12. - Control of finances.

The City Council shall have the power to control and manage the finances of the City, to provide its fiscal year arrangements.

Sec. 13. - Disposition of tax money collected.

All moneys arising from the collection of taxes by the City shall be divided into such funds and be designated as such funds as the Council may deem proper.

Sec. 14. - Effect of irregularities in assessment rolls.

No irregularities in the time or manner of making or returning the City assessment rolls or the approval of such rolls shall invalidate any assessment.

Secs. 15—19. - Reserved.

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**CITY OF BRENHAM
CHARTER**

ARTICLE VII. - MISCELLANEOUS PROVISIONS

Sec. 1. - Continuation in effect of existing ordinances, regulations and resolutions-generally.

All ordinances, regulations or resolutions now in the City of Brenham and not in conflict with this Charter shall remain in full force under this Charter until altered, modified or repealed by the City Council of the City of Brenham, herein provided for.

Sec. 2. - Same—Penal ordinances.

All penal ordinances of the present City of Brenham now in force and effect shall remain in full force and effect until repealed by the City Council of the City of Brenham.

Sec. 3. - Debts, etc., prior to charter.

The City of Brenham as herein established hereby assumes all outstanding indebtedness against said City as at present constituted and shall be possessed of and assume all property, right, interests, contracts, debts, franchises, choses in action, equities, taxes and all claims owing to the present City of Brenham.

Sec. 4. - Amending Charter.

This Charter, after adoption, may be amended in accordance with the provisions of applicable state law, as amended.

This Charter shall be reviewed by the City Council or its designee no less than two (2) years, nor more than five (5) years, from the date of the previous charter amendment election.

The City Council may, without approval of the voters, adopt an ordinance that makes the following non-substantive revisions to the Charter:

1. Renumbering, revising titles, and rearranging parts thereof; and
2. Correcting errors in spelling, grammar, cross-references and punctuation.

A formatting or correcting revision adopted by ordinance under this Section is not intended to and is not to be interpreted as making any substantive change in any Charter provision.

Sec. 5. - Severability of Charter provisions.

Should any provision or portion of this Charter be declared unconstitutional by the courts of this State, the remainder thereof shall be unimpaired by such holding and shall be in full force and effect until amended or repealed, as herein provided.

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Sec. 6. - Establishment of wards; purpose.

The City shall be divided and established into four (4) wards, having boundaries described by ordinance, for the purpose of securing a more equal distribution of representation on the City Council by the people of the whole City. Newly annexed territory shall be added to the adjacent Ward as City Council may provide. No person shall be a candidate for Councilmember from any ward of the City unless he shall have been, for twelve (12) months preceding the date of the election at which he is a candidate, a resident of the ward represented by the office to which he aspires, and must possess the other qualifications as prescribed in this Charter; provided, however, that the qualifications as to residence in any one ward shall not apply to the Mayor or at-large Councilmembers. Any candidate, Mayor or Councilmember who during his candidacy or term of office moves his place of residence from the City or the ward which he represents ipso facto forfeits his right to such office.

Sec. 7. - Official bonds.

The person exercising the duties of the City Tax Collector shall give an official bond in such sum as may be prescribed by the City ~~Manager~~ from time to time; such bond shall be payable to the City of Brenham and shall, in each instance, be conditioned for the faithful discharge of the duties of such officer, and for the faithful accounting of all moneys, claims and things of value coming into the hands of such officer. Such bond shall be procured from some regular accredited surety company authorized to do business under the laws of the State of Texas, and the premiums to such surety company shall be paid by the City of Brenham, provided that the City Council may by ordinance, require official bonds from any other appointive officers of the City in such amounts and conditioned as they may deem best for the efficiency of the public service. All official bonds shall be surety company bonds and shall be approved by the City ~~Manager~~ and filed and recorded with the person exercising the duties of City Secretary.

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Sec. 8. - Official oaths.

All elected and appointed officers of the City shall, before entering upon the duties of his office, take and subscribe to the oath prescribed by the Constitution of the State of Texas.

Sec. 9. - Nepotism.

No person related within the second degree by affinity, or within the third degree by consanguinity, to the Mayor or to any of the Councilmembers, shall be appointed to any office, position, clerkship or service of the City.

Sec. 10. - City property exempt from execution.

No public property or any other character of property owned or held by said City shall be subject to any execution of any kind or nature.

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Sec. 11. - City not subject to garnishment proceedings.

No funds of said City shall be subject to garnishment, and the City shall never be required to answer in any garnishment proceedings.

Sec. 12. - Liability and notice of injury or damage claims.

Before the City of Brenham shall be liable for damages of any kind, the person injured or the owner of the damaged property, or someone ~~on~~ his behalf shall give the Mayor or City Councilmembers notice in writing of such injury or damage within ninety (90) days, or within six (6) months for good cause shown, after the same has been received stating specifically in such notice when, where and how the injury or damage occurred and the extent thereof. Failure to notify the Mayor or City Councilmember within the time and manner specified herein shall exonerate, excuse and exempt the City from any liability whatsoever. Further, this section shall not apply to the taking, damaging or destruction of property as guaranteed and covered by Section 17 of Article I of the Constitution of Texas.

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Sec. 13. - City depository.

The City Council shall designate a bank or other authorized financial institution in the City of Brenham as the City depository in accordance with applicable state law, which shall be selected for a period not to exceed five (5) years. The City Council shall have the right to reject any and all applications offered as City depository.

Sec. 14. - Court.

The City Council shall establish and provide for a court, designated as the "Municipal Court" for the trial of misdemeanor offenses, with all such jurisdiction, powers, duties as are now, or may hereafter be prescribed by the laws of the State of Texas relative to municipal courts.

The Municipal Court shall be presided over by a Magistrate who shall be known as the Judge of the Municipal Court. The City Council shall provide for the qualifications of the Judge and any Associate Municipal Judge(s). The Judge and any Associate Judge(s) of said court shall be appointed by the City Council to serve a term of office of two (2) years; however, they shall be removable at any time, with or without cause, by a majority vote of the City Council. Any such judge shall receive such compensation as may be determined by the City Council. In the event a judge is temporarily unable to act for any reason, the Mayor shall appoint a qualified person to temporarily act in the judge's place. In the event a vacancy exists in the office of Judge or Associate Judge for any reason, the City Council, by majority vote, shall appoint a qualified person to fill such vacancy for the remainder of the unexpired term of office.

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There shall be a Municipal Clerk of said court ~~appointed~~ by the City Manager. The Clerk of said Court shall have the power to administer oaths and affidavits, make certificates, affix the seal of said court thereto, and generally do and perform any and all acts necessary in issuing process of said Court and conducting business thereof. There may be such Deputy Clerks of the Municipal Court as may be authorized and appointed by the City Manager, which Deputy Clerks shall have authority to act for and on behalf of the Clerk of the Municipal Court. Said Municipal Court Clerk and Deputy Clerks shall receive such compensation as may be determined by the City Manager.

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There shall also be an attorney appointed by the City Council to serve as the prosecutor in Municipal Court and said prosecutor shall receive such compensation as may be determined by the City Council.

Sec. 15. - Council investigations.

The City Council may investigate the financial transactions of any office or department of the City government, and the acts and conduct of any official or employee. In conducting such investigation, the City Council may compel the attendance of witnesses, the production of checks and papers, and other evidence and for that purpose may issue subpoenas or attachments which shall be signed by the Mayor, and which may be served and executed by any officer authorized by law to serve subpoenas or other process, or by any peace officer of the City. If any witness shall refuse to appear to testify to ~~any~~ facts within his knowledge, or to produce any papers or books in his possession, or under his control, relating to the matter under investigation before the City Council, the City Council shall have the power to cause the witness to be punished as for contempt, not exceeding a fine of one hundred dollars (\$100.00). No witness shall be excused from testifying ~~to any fact within~~ his knowledge of the matter under investigation in any such inquiry, but such testimony shall not be used against him in any criminal prosecution except for perjury committed upon such inquiry.

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Sec. 16. - Power of initiative.

The people of the City reserve the power of direct legislation by initiative, and in the exercise of such power may propose any ordinance not in conflict of this Charter or the Constitution or the Laws of the State of Texas. Any initiated ordinance may be submitted to the Council by a petition signed by the qualified voters of the City equal in number to at least twenty (20) percent of the qualified voters of the City.

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Sec. 17. - Power of referendum.

The people reserve the power to approve or reject at the polls any legislation enacted by the Council which is subject to the initiative process under this Charter. Prior to the effective date of any ordinance or within thirty (30) days after the effective date of any ordinance which is subject to referendum, a petition signed by at least twenty (20) percent of the qualified voters of the City may be filed with the City Secretary requesting that any such ordinance be either repealed or submitted to a vote of the people. When such a petition has been certified as sufficient by the City Secretary, the ordinance specified in the petition shall not go into effect, or further action thereunder shall be suspended if it shall have gone into effect, until and unless it is approved by the voters as herein provided.

Sec. 18. - Form of petitions.

Initiative petition papers shall contain the full text of the proposed legislation in the form of an ordinance including a descriptive caption. Referendum petition papers shall contain a sufficient description of the ordinance sought to be referred to identify it, or if the ordinance has been passed by the Council, the full text of the ordinance sought to be referred shall be included in such petition papers. The signatures to the initiative or referendum petitions need not all be appended to one paper, but each signer shall sign his name in ink or indelible pencil, and shall add to his signature his place of residence by street and number or such other document as may be prescribed by the laws of the State of Texas to identify qualified voters under any future legislation. One of the signers of each separate petition shall make an affidavit that he, and he only, personally circulated such petition and that each signature appended thereto was made in his presence and is the genuine signature of the person whose name it purports to be.

Sec. 19. - Filing, examination and certification of petitions.

Within thirty (30) days after an initiative or referendum petition is filed, the City Secretary shall determine whether the same is signed by the requisite number of qualified voters. The City Secretary shall declare void any petition paper which does not have an affidavit attached thereto as required in Section 18 of this Article. In examining the petition the Secretary shall write the letters "DV" (declared void) in red ink opposite the names of signatures found not qualified to vote. After completing examination of the petition, the Secretary shall certify the result thereof to the Council at its next regular meeting, stating the number of the persons found on the petition who are qualified to vote and the number of persons found on the petition who ~~are~~ not qualified to vote. If the Certificate of the City Secretary shall show an initiative or referendum petition to be insufficient, the Secretary shall notify the persons filing the petition, and it may be amended within ten (10) days from the date of such notice by filing a supplementary petition upon additional papers signed and filed as provided for in ~~the~~ original petition. Within ten (10) days after such amendment is filed, the Secretary shall examine the amended petition and certify as to its sufficiency. If the amended petition is found to be insufficient, the Secretary shall return the petition to the person filing the same, without prejudice to the filing of a new petition for the same purpose.

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Sec. 20. - Council, consideration and submission to voters.

When the Council receives an authorized initiative petition certified by the City Secretary to be sufficient, the Council shall either:

- (a) Pass initiated ordinance without amendment within sixty (60) days after the date of the certification to the Council; or
- (b) Submit said initiated ordinance without amendment to a vote of the qualified voters of the City at a regular or special election to be held within ninety (90) days after the date of the certification to the Council.

When the Council receives an authorized referendum petition certified by the City Secretary to be sufficient, the Council shall reconsider the referred ordinance, and if upon such reconsideration such ordinance is not repealed, it shall be submitted to the voters at a regular or special election to be held not more than ninety (90) days after the date of the certification to the Council by the City Secretary. Special elections on initiated or referred ordinances shall not be held more frequently than once each six (6) months, and no ordinance on the same subject as an initiated ordinance which has been defeated or on the same subject as a referred ordinance which has been approved at any election may be initiated by the voters within two (2) years from the date of such election.

Sec. 21. - Ballot form and results of election.

The ballot used in voting upon an initiated or referred ordinance shall state the caption of the ordinance and below the caption shall set forth on separate lines the words, "FOR THE ORDINANCE" and "AGAINST THE ORDINANCE."

Any number of ordinances may be voted on at the same election in accordance with the provisions of this article. If a majority of those are in favor of the initiated ordinance, it shall thereupon be effective as an ordinance of the city. An ordinance so adopted may be repealed or amended at any time after the expiration of two (2) years by a vote of four-fifths (4/5) of the Councilmembers qualified and serving. A referred ordinance which is rejected by a majority of those voting in a referendum election shall be deemed thereupon repealed and may not be reenacted by the Council for a period of two (2) years.

Deleted: *Approved by the voters on May 9, 2015*

Sec. 22. - Power of recall.

The people of the City reserve the power to recall any elected official, including the Mayor or other Councilmembers, of the City of Brenham, and may exercise such power by filing with the City Secretary a petition, signed by qualified voters of the City equal in number to at least thirty (30) percent of the qualified voters of the City, demanding the removal of such elective officer or officers in case of the Mayor and other City Councilmembers voted on at large. In case of City Councilmembers elected from particular wards, the petition shall be signed by the qualified voters of the particular ward in number equal to at least thirty (30) percent of the qualified voters of the particular ward, demanding the removal of such elected Councilmember. The petition shall be signed and verified in the manner required for an initiative petition, shall contain a general statement of the grounds for which the removal is sought, and one of the signers of each petition paper shall make an affidavit that the statements therein made are true.

Sec. 23. - Recall election.

Within thirty (30) days after a recall petition is filed, the City Secretary shall examine the same. The provisions regulating examination, certification and amendment of initiative petitions shall apply to recall petitions. If the petition is certified by the City Secretary to be sufficient and the officer or official whose removal is sought does not resign within five (5) days after the certification to the Council, the Council shall order and hold a recall election within not less than thirty (30) days nor more than sixty (60) days from the date of such certification. In case of a removal of a Councilmember representing a particular ward the election would be called as above, but for the particular ward only.

Sec. 24. - Recall ballot.

Ballots used at recall elections shall conform to the following requirements: (1) With respect to each person whose removal is sought the question shall be submitted "shall (show name of officer) be removed from the office of (name of office)?" and (2) Immediately below each such question there shall be printed the two (2) following propositions, one above the other, in the order indicated: "For the recall of (name of officer)". "Against the recall of (name of officer)."

Deleted: "1".

Deleted: "2".

Sec. 25. - Removal of officer.

If a majority of the votes cast at a recall election shall be against removal of the officer named on the ballot, he shall continue in office. If the majority of the votes cast at such election be for the removal of the officer named on the ballot, the Council shall immediately declare his office vacant and such vacancy shall be filled in accordance with the provisions of this Charter for the filling of vacancies. An officer thus removed shall not be a candidate to succeed himself in any election called to fill the vacancy thereby created. An officer thus removed shall not be eligible to hold office again in the City of Brenham within a period of two (2) years from the date of the recall.

Deleted: Approved by the voters on May 9, 2015

Sec. 26. - Limitation on recall.

No recall petition shall be filed against an officer of the City of Brenham within six (6) months after he takes office, and no officer shall be subjected to more than one recall election during a term of office.

Sec. 27. - Purchasing requirements.

The City shall observe and comply with all applicable purchasing and procurement laws when expending City funds.

Sec. 28. - Savings clause.

If any section, subclause, sentence or phrase of this Charter is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining Charter provisions.

Secs. 29, 30. - Reserved.

Deleted: *Approved by the voters on May 9, 2015*



City Council regular meeting
AGENDA ITEM 9

Agenda Item: Discussion and Presentation on Re-Adopting Guidelines and Criteria for Granting Tax Phase-In in a Reinvestment Zone Created in the City of Brenham

Meeting Date: November 7, 2024

Department: Economic and Community Development

Staff Contact: Teresa Rosales, Director of Community & Economic Development

SUMMARY STATEMENT:

The Joint Compliance Committee for Tax Phase-In convened on June 25, 2024 to review potential modifications to the existing City of Brenham Tax Phase-In Policy adopted on May 4, 2023. The policy was reviewed and the committee provided suggested changes.

ATTACHMENTS:

1. Memo - Recommended Changes to Tax Phase-In
2. Attachment "A" Compliance Committee Recommended Changes Chart

RECOMMENDATION:

No action - discussion only.

Brenham | Washington County

Economic Development

MEMORANDUM

To: City of Brenham Mayor and City Council

From: Teresa Rosales, Economic & Community Development Director

Subject: Tax Phase-In Compliance Committee Recommended Changes

Date: November 7, 2024

The Joint Compliance Committee for Tax Phase-In, comprised of representatives appointed by both the City of Brenham and Washington County, convened on June 25, 2024 to review potential modifications to the existing Tax Phase-In Policy which was last adopted in May of 2023.

All committee members were present: Roger Chambers, Sharlie Douglass, Myron Dippel and Tieman Dippel.

The policy was reviewed, and the committee's recommended changes are located on the attached chart "A".

Overall, staff suggests acceptance of all committee recommendations with the exception of Items #1 and #4.

Item #1 – The \$1,000 application fee seems high considering there has been no fee previously. Staff recommends an application fee of \$500.

Item #4 –An examination was made of the Tax Abatement applications processed over the last 10 years by the City and County, and it was determined that of the 18 businesses who were approved, only 7 would have had the benefit of the program had the \$5,000,000 minimum, as recommended by the committee, been in place.

Instead, staff recommends an increase of total capital investment to a minimum of \$2.5 million for both new and existing businesses. Under this scenario, we would have approved 10 of the 18 businesses. This amount is higher than the existing policy but still lower than a majority of the 15 municipalities surveyed.

Attachment "A"

Tax Phase-In Policy - Compliance Committee Recommended Revisions

Committee Recommended Revisions	Current Policy	Justification For Change	Staff Recommended Revisions
1 Charge a \$1,000 application fee for all tax abatement applications.	No application fee is charged.	<i>This was based on a comparison review of other municipalities, and it was noted that many of them charge an application fee. This will help offset the cost of administering the completed applications for both the City and County. The fee will be refundable if the applicant does not qualify for the program.</i>	Charge a \$500 application fee for all tax abatement applications. This fee will be refundable if the applicant does not qualify.
2 Increase the minimum salary requirement to be reflective of the impending federal wage changes.	Item III. Guidelines and Criteria, Item c. The applicant must maintain or create within the first year and throughout the Tax Phase-In incentive period a minimum of ten (10) jobs at an average salary of \$36,000/year or higher, including any benefits (except for a location in the Downtown Zone).	<i>If one of the justifications for the policy is to elevate worker salaries in the region, then the current amount is too low, especially compared to other municipalities. The Compliance Committee was adamant that the minimum wage requirement be tied to an independent source. In this case, they recommended the US Department of Labor.</i>	Item III. Guidelines and Criteria, Item c. The applicant must maintain or create within the first year and throughout the Tax Phase-In incentive period a minimum of ten (10) jobs with an average salary based on the current US Department of Labor (DOL) minimum salary level for exempt positions. This average salary amount is whether the applicant's jobs are exempt or not.
3 Eliminate all references to downtown businesses.	Multiple locations - remove all references to the Downtown Zone.	<i>Some felt that downtown businesses were being offered an unfair advantage. The Committee proposed eliminating tax abatement for downtown businesses since they already have grants available through the Main Street program and the state.</i>	Eliminate all references to the Downtown Zone in the policy.
4 Increase the total minimum capital investment for both new and existing businesses to \$5,000,000.	The project must add new value to the tax roll of eligible property: a minimum of \$300,000 for a business new to Brenham or \$150,000 for an existing local business.	<i>This is based on the review of other municipalities in the area who have much higher investment requirements.</i>	The project must add a minimum value to the tax roll, for eligible property, of \$2,500,000.
5 Add a definition of the word "abatement" to the Glossary section of the policy.	No definition for the word "abatement" is in the current policy.	<i>A definition helps to define what an abatement means and to eliminate any possible confusion.</i>	GLOSSARY - "Abatement" means reducing or nullifying a portion of ad valorem taxes for a set period of time.
6 Add a requirement that a copy of the completed application shall be forwarded to the Chief Appraiser once it has been approved.	There is no mention that the application paperwork should be forwarded to the Chief Appraiser.	<i>The Chief Appraiser may need data from the application to properly process the abatement request.</i>	VIII. Administration , Item b - The Washington County Chief Appraiser shall be given a copy of the complete tax abatement application, along with any other documentation necessary to determine an annual assessment of the real and personal property in the Reinvestment Zone.



City Council regular meeting **AGENDA ITEM 10**

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-24-019 Regarding Citizens Participation and Civil Rights Policies and Procedures Required to be Adopted by Grant Recipients for the Award of the Community Development Block Grant Program (Contract No. GLO 24-065-E764) from the Texas General Land Office (GLO) for Street and Drainage Improvements to Lott Lane and Shepard Lane

Meeting Date: November 7, 2024

Department: Public Works

Staff Contact: Dane Rau, Director of Public Works

SUMMARY STATEMENT:

This resolution is part of the requirements related to the Community Development Block Grant in which the City received \$1,044,500 for street and drainage improvements to Lott Ln and Shepard Ln. In order to comply with the grant requirements, the City Council will need to approve this resolution stating that items regarding the following will be abided by:

1. Citizen Participation Plan and Grievance Procedures.
2. Excessive Force Policy.
3. Fair Housing Policy.
4. Section 504 Policy and Grievance Procedures.
5. Code of Conduct Policy
6. Section 3 economic opportunity.
7. Limited English Proficiency; and
8. Activity to affirmatively Further Fair Housing choice.

These are all attached with the resolution with specifications to follow. These are similar to past grants that were approved and awarded to the City of Brenham. Our grant administrator, Public Management, will make sure that these requirements and all forms are met by the City. If questions come up during the project or grant, these policies can be referenced back too.

ATTACHMENTS:

1. R-24-019 - Adopting Policies CDBG Grant English
2. R-24-019 - Adopting Policies CDBG Grant Spanish

RECOMMENDATION:

Approve Resolution No. R-24-019 regarding citizens participation and Civil Rights Policies and Procedures required to be adopted by grant recipients for the award of the Community Development Block Grant Program (Contract No. GLO 24-065-E764) from the Texas General Land Office (GLO) for street and drainage improvements to Lott Lane and Shepard Lane.

RESOLUTION NO. R-24-019

RESOLUTION ADOPTING THE ATTACHED POLICIES IN CONNECTION WITH BRENHAM, TEXAS, PARTICIPATION IN FEDERALLY FUNDED COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS AND ADHERENCE TO THE REGULATIONS DESCRIBED THEREIN.

WHEREAS, Brenham Texas, (hereinafter referred to as “the City”) has been awarded CDBG funding through a CDBG grant from the Texas General Land Office (hereinafter referred to as “GLO”);

WHEREAS, the City, in accordance with Section 109 of the Title I of the Housing and Community Development Act. (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than \$10,000, must take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG activity, on the basis of race, color, religion, sex, national origin, age, or disability;

WHEREAS, the City, in consideration for the receipt and acceptance of federal funding, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections;

WHEREAS, the City, in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 75, is required, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the CDBG project area;

WHEREAS, the City, in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State’s certification requirements at 24 CFR 91.325(b)(6), must adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations;

WHEREAS, the City, in accordance with Executive Order 13166, must take reasonable steps to ensure meaningful access to services in federally assisted programs and activities by persons with limited English proficiency (LEP) and must have an LEP plan in place specific to the locality and beneficiaries for each CDBG project;

WHEREAS, the City, in accordance with Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds; and

WHEREAS, the City, in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, agrees to conduct at least one activity during the contract period of the CDBG contract, to affirmatively further fair housing;

WHEREAS, the City, agrees to maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts

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

1. Citizen Participation Plan and Grievance Procedures;
2. Excessive Force Policy;
3. Fair Housing Policy;
4. Section 504 Policy and Grievance Procedures;
5. Code of Conduct Policy

The City affirms its commitment to conduct a project-specific analysis and take all appropriate action necessary to comply with program requirements for the following:

6. Section 3 economic opportunity;
7. Limited English Proficiency; and
8. Activity to affirmatively Further Fair Housing choice.

PASSED and APPROVED this 7th day of November 2024.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

CITIZEN PARTICIPATION PLAN
TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

COMPLAINT PROCEDURES

These complaint procedures comply with the requirements of the Texas General Land Office's Community Development Block Grant (CDBG) Program and Local Government Requirements found in 24 CFR §570.486 (Code of Federal Regulations). Citizens can obtain a copy of these procedures at the City, 200 W Vulcan St, Brenham, TX 77833, [\(979\) 337-7200](tel:9793377200), during regular business hours.

Below are the formal complaint and grievance procedures regarding the services provided under the CDBG project.

1. A person who has a complaint or grievance about any services or activities with respect to the CDBG project, whether it is a proposed, ongoing, or completed CDBG should contact the City of Brenham, at 200 W Vulcan St, Brenham, TX 77833, or may call, [\(979\) 337-7200](tel:9793377200). A copy of the complaint or grievance shall be transmitted by the City Secretary to the entity that is the subject of the complaint or grievance and to the City Attorney within five (5) working days after the date of the complaint or grievance was received.
2. The City shall complete an investigation of the complaint or grievance, if practicable, and provide a timely written answer to the person who made the complaint or grievance within ten (10) days.
3. If the investigation cannot be completed within ten (10) working days per 3 above, the person who made the grievance or complaint shall be notified, in writing, within fifteen (15) days where practicable after receipt of the original complaint or grievance and shall detail when the investigation should be completed.
4. If necessary, the grievance and a written copy of the subsequent investigation shall be forwarded to the CDBG for their further review and comment.
5. If appropriate, provide copies of grievance procedures and responses to grievances in both English and Spanish, or other appropriate language.

TECHNICAL ASSISTANCE

When requested, the City shall provide technical assistance to groups that are representative of persons of low- and moderate-income in developing proposals for the use of CDBG funds. The City, based upon the specific needs of the community's residents at the time of the request, shall determine the level and type of assistance.

PUBLIC HEARING PROVISIONS

For each public hearing scheduled and conducted by the City, the following public hearing provisions shall be observed:

1. Public notice of all hearings must be published at least seventy-two (72) hours prior to the scheduled hearing. The public notice must be published in a local newspaper. Each public notice must include the date, time, location, and topics to be considered at the public hearing. A published newspaper article can also be used to meet this requirement so long as it meets all content and timing requirements. Notices should also be prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups.
2. When a significant number of non-English speaking residents are a part of the potential service area of the CDBG project, vital documents such as notices should be published in the predominant language of these non-English speaking citizens.
3. Each public hearing shall be held at a time and location convenient to potential or actual beneficiaries and will include accommodation for persons with disabilities. Persons with disabilities must be able to attend the hearings and the City must make arrangements for individuals who require auxiliary aids or services if contacted at least two days prior to the hearing.

4. A public hearing held prior to the submission of a CDBG application must be held after 5:00 PM on a weekday or at a convenient time on a Saturday or Sunday.
5. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The City shall comply with the following citizen participation requirements for the preparation and submission of an application for a CDBG project:

1. At a minimum, the City shall hold at least one (1) public hearing prior to submitting the application to the Texas General Land Office.
2. The City shall retain documentation of the hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the proposed use of funds for three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.
3. The public hearing shall include a discussion with citizens as outlined in the applicable CDBG application manual to include, but is not limited to, the development of housing and community development needs, the amount of funding available, all eligible activities under the CDBG program, and the use of past CDBG contract funds, if applicable. Citizens, with particular emphasis on persons of low- and moderate-income who are residents of slum and blight areas, shall be encouraged to submit their views and proposals regarding community development and housing needs. Citizens shall be made aware of the location where they may submit their views and proposals should they be unable to attend the public hearing.
4. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The City must comply with the following citizen participation requirements in the event that the City receives funds from the CDBG program:

1. The City shall also hold a public hearing concerning any substantial change, as determined by CDBG, proposed to be made in the use of CDBG funds from one eligible activity to another again using the preceding notice requirements.
2. Upon completion of the CDBG project, the City shall hold a public hearing and review its program performance including the actual use of the CDBG funds.
3. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, for either a public hearing concerning substantial change to the CDBG project or for the closeout of the CDBG project, publish notice in both English and Spanish, or other appropriate language and provide an interpreter at the hearing to accommodate the needs of the non-English speaking residents.
4. The City shall retain documentation of the CDBG project, including hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the actual use of funds for a period of three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.

Atwood C. Kenjura, Mayor

Date

Excessive Force Policy

In accordance with 24 CFR 91.325(b)(6), the City of Brenham hereby adopts and will enforce the following policy with respect to the use of excessive force:

1. It is the policy of the City of Brenham to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations;
2. It is also the policy of the City of Brenham to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.
3. The City of Brenham will introduce and pass a resolution adopting this policy.

As officers and representatives of the City, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

Atwood C. Kenjura, Mayor

Date

Fair Housing Policy

In accordance with Fair Housing Act the City of Brenham hereby adopts the following policy with respect to the Affirmatively Furthering Fair Housing:

1. The City of Brenham agrees to affirmatively further fair housing choice for all seven protected classes (race, color, religion, sex, disability, familial status, and national origin).
2. The City of Brenham agrees to plan at least one activity during the contract term to affirmatively further fair housing.
3. The City of Brenham will introduce and pass a resolution adopting this policy.

As officers and representatives of the City, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

Atwood C. Kenjura, Mayor

Date

Section 504 Policy Against Discrimination
based on Handicap and Grievance Procedures

In accordance with 24 CFR Section 8, Nondiscrimination based on Handicap in federally assisted programs and activities of the Department of Housing and Urban Development, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Section 109 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309), the City of Brenham hereby adopts the following policy and grievance procedures:

1. Discrimination prohibited. No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development (HUD).
2. The City does not discriminate on the basis of handicap in admission or access to, or treatment or employment in, its federally assisted programs and activities.
3. The City recruitment materials or publications shall include a statement of this policy in 1. above.
4. The City shall take continuing steps to notify participants, beneficiaries, applicants and employees, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipients that it does not discriminate on the basis of handicap in violation of 24 CFR Part 8.
5. For hearing and visually impaired individuals eligible to be served or likely to be affected by the CDBG program, the City shall ensure that they are provided with the information necessary to understand and participate in the CDBG program.
6. Grievances and Complaints
 - A. Any person who believes she or he has been subjected to discrimination on the basis of disability may file a grievance under this procedure. It is against the law for the City of Brenham to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.
 - B. Complaints should be addressed to: Jeana Bellinger, City Secretary, 200 W Vulcan St, Brenham, TX 77833, [\(979\) 337-7200](tel:9793377200), who has been designated to coordinate Section 504 compliance efforts
 - C. A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.
 - D. A complaint should be filed within thirty (30) working days after the complainant becomes aware of the alleged violation.
 - E. An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation will be conducted by Jeana Bellinger, City Secretary. Informal but thorough investigations will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.
 - F. A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by the City Secretary, and a copy forwarded to the complainant with fifteen (15) working days after the filing of the complaint where practicable.
 - G. The Section 504 coordinator shall maintain the files and records of the City relating to the complaints files.
 - H. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the determination/resolution as described in f. above. The request for reconsideration should be made to the City within ten working days after the receipt of the written determination/resolution.

- I. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the U.S. Department of Housing and Urban Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.
- J. These procedures shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards and assure that the City complies with Section 504 and HUD regulations.

Atwood C. Kenjura, Mayor

Date

CODE OF CONDUCT
CONFLICT OF INTEREST POLICY PERTAINING TO PROCUREMENT PROCEDURES

As a Grant Recipient of a CDBG contract, the City of Brenham shall avoid, neutralize or mitigate actual or potential conflicts of interest so as to prevent an unfair competitive advantage or the existence of conflicting roles that might impair the performance of the CDBG contract or impact the integrity of the procurement process.

For procurement of goods and services, no employee, officer, or agent of the City shall participate in the selection, award, or administration of a contract supported by CDBG funds if he or she has a real or apparent conflict of interest. Such a conflict could arise if the employee, officer or agent; any member of his/her immediate family; his/her partner; or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

No officer, employee, or agent of the City shall solicit or accept gratuities, favors or anything of monetary value from contractors or firms, potential contractors or firms, or parties to sub-agreements, except where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements.

For all other cases, no employee, agent, consultant, officer, or elected or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or subrecipients which are receiving CDBG funds, that has any grant-related function/responsibility, or is in a position to participate in a decision-making process or gain inside information, may obtain a financial interest or benefit from the federal or state grant activity. The conflict-of-interest restrictions and procurement requirements identified herein shall apply to a benefitting business, utility provider, or other third-party entity that me or all work under a CDBG contract in order to meet any National Program Objectives.

Any person or entity including any benefitting business, utility provider, or other third-party entity that is receiving assistance, directly or indirectly, under a CDBG contract or award, or that is required to complete some or all work under the CDBG contract in order to meet a National Program Objective, that might potentially receive benefits from CDBG awards may not participate in the selection, award, or administration of a contract supported by CDBG funding.

Any alleged violations of these standards of conduct shall be referred to the City's Attorney. Where violations appear to have occurred, the offending employee, officer or agent shall be subject to disciplinary action, including but not limited to dismissal or transfer; where violations or infractions appear to be substantial in nature, the matter may be referred to the appropriate officials for criminal investigation and possible prosecution.

Atwood C. Kenjura, Mayor

Date

RESOLUCIÓN NO. R-24-019

RESOLUCIÓN QUE ADOPTA LAS POLÍTICAS ADJUNTAS EN RELACIÓN CON BRENHAM, TEXAS, LA PARTICIPACIÓN EN PROYECTOS DE SUBVENCIÓN EN BLOQUE DE DESARROLLO COMUNITARIO (CDBG) CON FINANCIACIÓN FEDERAL Y LA ADHESIÓN A LAS REGLAMENTACIONES AQUÍ DESCRITAS.

Mientras, Brenham Texas, (en adelante denominada “la Ciudad”) ha recibido fondos CDBG a través de una subvención CDBG de la Oficina General de Tierras de Texas (en adelante denominada “GLO”);

Mientras que, la Ciudad, de conformidad con la Sección 109 del Título I de la Ley de Vivienda y Desarrollo Comunitario. (24 CRF 6); la Ley de Discriminación por Edad de 1975 (42 U.S.C. 6101-6107); y la Sección 504 de la Ley de Rehabilitación de 1973 (29 U.S.C. 794) y para contratos de construcción superiores a \$10,000, deben tomar acciones para garantizar que a ninguna persona o grupo se le nieguen beneficios como empleo, capacitación, vivienda y contratos generados por la actividad de CDBG., por motivos de raza, color, religión, sexo, origen nacional, edad o discapacidad;

Mientras que, la Ciudad, en consideración por la recepción y aceptación de fondos federales, se compromete a cumplir con todas las reglas y regulaciones federales, incluidas aquellas reglas y regulaciones que rigen la participación ciudadana y la protección de los derechos civiles;

Considerando que, la Ciudad, de acuerdo con la Sección 3 de la Ley de Vivienda y Desarrollo Urbano de 1968, según enmendada, y 24 CFR Parte 75, debe, en la mayor medida posible, brindar capacitación y oportunidades de empleo a residentes de bajos ingresos y contratistas. oportunidades para empresas en el área del proyecto CDBG;

Considerando que, la Ciudad, de conformidad con la Sección 104(1) de la Ley de Vivienda y Desarrollo Comunitario, según enmendada, y los requisitos de certificación del Estado en 24 CFR 91.325(b)(6), debe adoptar una política de fuerza excesiva que prohíba el uso de fuerza excesiva contra manifestaciones no violentas de derechos civiles;

Considerando que, la Ciudad, de acuerdo con la Orden Ejecutiva 13166, debe tomar medidas razonables para garantizar un acceso significativo a los servicios en programas y actividades con asistencia federal por parte de personas con dominio limitado del inglés (LEP) y debe contar con un plan LEP específico para la localidad y beneficiarios de cada proyecto CDBG;

Considerando que, la Ciudad, de acuerdo con la Sección 504 de la Ley de Rehabilitación de 1973, no discrimina por motivos de discapacidad y acepta garantizar que las personas calificadas con discapacidades tengan acceso a programas y actividades que reciban fondos federales; y

Considerando que, la Ciudad, de conformidad con la Sección 808(e)(5) de la Ley de Vivienda Justa (42 USC 3608(e)(5)) que requiere que los programas y actividades de HUD se administren de manera afirmativa para promover las políticas de la Ley de Vivienda Justa, se compromete a realizar al menos una actividad durante el período del contrato CDBG, para promover afirmativamente la vivienda justa;

Considerando que, la Ciudad se compromete a mantener normas escritas de conducta que cubran los conflictos de intereses y que rijan las acciones de sus empleados involucrados en la selección, adjudicación y administración de contratos.

AHORA, POR LO TANTO, EL CONCEJO MUNICIPAL DE BRENHAM, TEXAS RESUELVE QUE LA CIUDAD ADOPTA LO SIGUIENTE:

1. Plan de Participación Ciudadana y Procedimientos de Reclamación;
2. Política de fuerza excesiva;
3. Política de Vivienda Justa;
4. Sección 504 Política y Procedimientos de Quejas;
5. Política del Código de Conducta

La Ciudad afirma su compromiso de realizar un análisis específico del proyecto y tomar todas las medidas apropiadas necesarias para cumplir con los requisitos del programa para lo siguiente:

6. Sección 3 oportunidad económica;
7. Dominio limitado del inglés; y
8. Actividad para promover afirmativamente la elección de vivienda justa.

Aprobado y aprobado este _____ de _____ de 2024.

Atwood C. Kenjura
Alcalde

Dar fe:

Jeana Bellinger
Secretario de la ciudad

PLAN DE PARTICIPACIÓN CIUDADANA

PROGRAMA DE SUBVENCIONES EN BLOQUE PARA DESARROLLO COMUNITARIO

PROCEDIMIENTOS DE QUEJA

Estos procedimientos de queja cumplen con los requisitos del Programa de Subvenciones en Bloque para el Desarrollo Comunitario (CDBG) de la Oficina General de Tierras de Texas y los requisitos del gobierno local que se encuentran en 24 CFR §570.486 (Código de Regulaciones Federales). Los ciudadanos pueden obtener una copia de estos trámites en el Ayuntamiento, 200 W Vulcan St, Brenham, TX 77833, (979) 337-7200, durante el horario comercial habitual.

A continuación se detallan los procedimientos formales de quejas y quejas con respecto a los servicios brindados bajo el proyecto CDBG.

1. Una persona que tenga una queja o queja sobre cualquier servicio o actividad con respecto al proyecto CDBG, ya sea un CDBG propuesto, en curso o completado, debe comunicarse con la Ciudad de Brenham, al 200 W Vulcan St, Brenham, TX 77833 o puede llamar (979) 337-7200
2. El Secretario de la Ciudad deberá transmitir una copia de la queja o la entidad que es objeto de la queja o agravio y al Fiscal de la Ciudad dentro de los cinco (5) días hábiles posteriores a la fecha de recepción de la queja o agravio.
3. La Ciudad completará una investigación de la queja o queja, si es posible, y proporcionará una respuesta escrita oportuna a la persona que presentó la queja o queja dentro de diez (10) días.
4. Si la investigación no se puede completar dentro de los diez (10) días hábiles según el punto 3 anterior, se notificará a la persona que presentó la queja o queja, por escrito, dentro de los quince (15) días, cuando sea posible, después de recibir la queja o queja original y deberá detalle cuándo debe completarse la investigación.
5. Si es necesario, la queja y una copia escrita de la investigación posterior se enviarán al CDBG para su revisión y comentarios adicionales.
6. Si corresponde, proporcione copias de los procedimientos de quejas y las respuestas a las quejas tanto en inglés como en español, u otro idioma apropiado.

ASISTENCIA TÉCNICA

Cuando se solicite, la Ciudad brindará asistencia técnica a grupos que sean representativos de personas de ingresos bajos y moderados en el desarrollo de propuestas para el uso de fondos CDBG. La Ciudad, basándose en las necesidades específicas de los residentes de la comunidad al momento de la solicitud, determinará el nivel y el tipo de asistencia.

DISPOSICIONES PARA LA AUDIENCIA PÚBLICA

Para cada audiencia pública programada y realizada por la Ciudad, se observarán las siguientes disposiciones de audiencia pública:

1. El aviso público de todas las audiencias debe publicarse al menos setenta y dos (72) horas antes de la audiencia programada. El aviso público debe publicarse en un periódico local. Cada aviso público deberá incluir la fecha, hora, lugar y temas a considerar en la audiencia pública. Un artículo de periódico publicado también se puede utilizar para cumplir con este requisito siempre que cumpla con todos los requisitos de

contenido y tiempo. Los avisos también deben publicarse en lugares destacados en edificios públicos y distribuirse a las autoridades locales de vivienda pública y otros grupos comunitarios interesados.

2. Cuando un número significativo de residentes que no hablan inglés forman parte del área de servicio potencial del proyecto CDBG, los documentos vitales, como los avisos, deben publicarse en el idioma predominante de estos ciudadanos que no hablan inglés.
3. Cada audiencia pública se llevará a cabo en un momento y lugar convenientes para los beneficiarios potenciales o reales e incluirá adaptaciones para personas con discapacidades. Las personas con discapacidades deben poder asistir a las audiencias y la Ciudad debe hacer arreglos para las personas que requieren ayuda o servicios auxiliares si se comunican con ellas al menos dos días antes de la audiencia.
4. Una audiencia pública celebrada antes de la presentación de una solicitud CDBG debe realizarse después de las 5:00 p. m. en un día laborable o en un horario conveniente un sábado o domingo.
5. Cuando se pueda esperar razonablemente que un número significativo de residentes que no hablan inglés participen en una audiencia pública, debe estar presente un intérprete para satisfacer las necesidades de los residentes que no hablan inglés.

La Ciudad deberá cumplir con los siguientes requisitos de participación ciudadana para la preparación y presentación de una solicitud para un proyecto CDBG:

1. Como mínimo, la Ciudad celebrará al menos una (1) audiencia pública antes de presentar la solicitud a la Oficina General de Tierras de Texas.
2. La Ciudad conservará la documentación de los avisos de audiencia, una lista de las personas que asistieron a las audiencias, las actas de las audiencias y cualquier otro registro relacionado con el uso propuesto de los fondos durante tres (3) años a partir del cierre de la subvención al Estado. Dichos registros se pondrán a disposición del público de conformidad con el Capítulo 552 del Código de Gobierno de Texas.
3. La audiencia pública incluirá una discusión con los ciudadanos como se describe en el manual de solicitud de CDBG aplicable para incluir, entre otros, el desarrollo de las necesidades de vivienda y desarrollo comunitario, la cantidad de fondos disponibles, todas las actividades elegibles bajo el programa CDBG, y el uso de fondos de contratos CDBG anteriores, si corresponde. Se alentará a los ciudadanos, con especial énfasis en las personas de ingresos bajos y moderados que son residentes de barrios marginales y áreas deterioradas, a presentar sus puntos de vista y propuestas sobre el desarrollo comunitario y las necesidades de vivienda. Se informará a los ciudadanos del lugar donde podrán presentar sus opiniones y propuestas en caso de que no puedan asistir a la audiencia pública.
4. Cuando se pueda esperar razonablemente que un número significativo de residentes que no hablan inglés participen en una audiencia pública, debe estar presente un intérprete para satisfacer las necesidades de los residentes que no hablan inglés.

La Ciudad debe cumplir con los siguientes requisitos de participación ciudadana en caso de que la Ciudad reciba fondos del programa CDBG:

1. La Ciudad también celebrará una audiencia pública sobre cualquier cambio sustancial, según lo determine CDBG, que se proponga realizar en el uso de los fondos CDBG de una actividad elegible a otra nuevamente utilizando los requisitos de notificación anteriores.
2. Una vez finalizado el proyecto CDBG, la Ciudad celebrará una audiencia pública y revisará el desempeño de su programa, incluido el uso real de los fondos CDBG.
3. Cuando se pueda esperar razonablemente que un número significativo de residentes que no hablan inglés participen en una audiencia pública, ya sea para una audiencia pública sobre un cambio sustancial al proyecto CDBG o para el cierre del proyecto CDBG, publicar el aviso tanto en inglés como en español. u otro idioma

apropiado y proporcionar un intérprete en la audiencia para satisfacer las necesidades de los residentes que no hablan inglés.

4. La Ciudad conservará la documentación del proyecto CDBG, incluidos los avisos de audiencia, una lista de las personas que asistieron a las audiencias, las actas de las audiencias y cualquier otro registro relacionado con el uso real de los fondos durante un período de tres (3) años desde el cierre de la subvención al estado. Dichos registros se pondrán a disposición del público de conformidad con el Capítulo 552 del Código de Gobierno de Texas.

Atwood C. Kenjura, Alcalde

Fecha

Política de fuerza excesiva

De acuerdo con 24 CFR 91.325(b)(6), la ciudad de Brenham adopta y hará cumplir la siguiente política con respecto al uso de fuerza excesiva:

1. Es política de la Ciudad de Brenham prohibir el uso de fuerza excesiva por parte de las agencias policiales dentro de su jurisdicción contra cualquier individuo involucrado en manifestaciones no violentas de derechos civiles;
2. También es política de la Ciudad de Brenham hacer cumplir las leyes estatales y locales aplicables contra la prohibición física de la entrada o salida de una instalación o lugar que sea objeto de tales manifestaciones no violentas de derechos civiles dentro de su jurisdicción.
3. La ciudad de Brenham presentará y aprobará una resolución que adopte esta política.

Como funcionarios y representantes de la Ciudad, Nosotros, los abajo firmantes, hemos leído y aceptamos plenamente este plan, y nos convertimos en parte de la implementación total de este programa.

Atwood C. Kenjura, Alcalde

Fecha

Política de vivienda justa

De acuerdo con la Ley de Vivienda Justa, la Ciudad de Brenham adopta por la presente la siguiente política con respecto a la Promoción Afirmativa de Vivienda Justa:

1. La ciudad de Brenham acepta promover afirmativamente la elección de vivienda justa para las siete clases protegidas (raza, color, religión, sexo, discapacidad, estado familiar y origen nacional).
2. La Ciudad de Brenham acuerda planificar al menos una actividad durante la vigencia del contrato para promover afirmativamente la vivienda justa.
3. La ciudad de Brenham presentará y aprobará una resolución que adopte esta política.

Como funcionarios y representantes de la Ciudad, Nosotros, los abajo firmantes, hemos leído y aceptamos plenamente este plan, y nos convertimos en parte de la implementación total de este programa.

Atwood C. Kenjura, Alcalde

Fecha

Sección 504 Política contra la discriminación

basado en procedimientos de discapacidad y quejas

De conformidad con 24 CFR Sección 8, No discriminación basada en discapacidad en programas y actividades con asistencia federal del Departamento de Vivienda y Desarrollo Urbano, Sección 504 de la Ley de Rehabilitación de 1973, según enmendada (29 U.S.C. 794), y Sección 109 de la Ley de Vivienda y Ley de Desarrollo Comunitario de 1974, según enmendada (42 U.S.C. 5309), la ciudad de Brenham adopta por la presente la siguiente política y procedimientos de quejas:

1. Prohibida la discriminación. Ninguna persona con discapacidades calificada en los Estados Unidos será, únicamente por razón de su discapacidad, excluida de la participación, denegada de beneficios o sujeta a discriminación bajo cualquier programa o actividad que reciba asistencia financiera federal del Departamento de Vivienda y Desarrollo Urbano (HUD).
2. La Ciudad no discrimina por motivos de discapacidad en la admisión, el acceso, el tratamiento o el empleo en sus programas y actividades con asistencia federal.
3. Los materiales o publicaciones de reclutamiento de la Ciudad deberán incluir una declaración de esta política en el punto 1. anterior.
4. La Ciudad tomará medidas continuas para notificar a los participantes, beneficiarios, solicitantes y empleados, incluidos aquellos con problemas de visión o audición, y a los sindicatos u organizaciones profesionales que celebran negociaciones colectivas o acuerdos profesionales con los destinatarios, que no discrimina por motivos de discapacidad. en violación de 24 CFR Parte 8.
5. Para las personas con discapacidad auditiva y visual elegibles para recibir servicios o que probablemente se vean afectadas por el programa CDBG, la Ciudad se asegurará de que se les proporcione la información necesaria para comprender y participar en el programa CDBG.

6. Quejas y quejas

- A. Cualquier persona que crea que ha sido objeto de discriminación por motivos de discapacidad puede presentar una queja conforme a este procedimiento. Es ilegal que la ciudad de Brenham tome represalias contra cualquier persona que presente una queja o coopere en la investigación de una queja.
- B. Quejas debe dirigirse a: Jeana Bellinger, Secretaria de la Ciudad, 200 W Vulcan St, Brenham, Texas 77833, (979) 337-7200 quien ha sido designada para coordinar los esfuerzos de cumplimiento de la Sección 504
- C. Una queja debe presentarse por escrito o verbalmente, contener el nombre y dirección de la persona que la presenta y describir brevemente la supuesta violación de las regulaciones.
- D. La denuncia deberá presentarse dentro de los treinta (30) laboral días después de que el denunciante tenga conocimiento de la presunta violación.

Y. Una investigación, según corresponda, seguirá a la presentación de una denuncia. La investigación estará a cargo de Milena Rucker, asistente ejecutiva. Las investigaciones informales pero exhaustivas brindarán a todas las personas interesadas y a sus representantes, si los hubiere, la oportunidad de presentar pruebas relevantes para una queja.

F. El Administrador de la Ciudad emitirá una determinación por escrito sobre la validez de la queja y una descripción de la resolución, si corresponde, y se enviará una copia al demandante con quince (15)laboral días después de la presentación de la queja, cuando sea posible.

GRAMO. El coordinador de la Sección 504 mantendrá los archivos y registros de la Ciudad relacionados con los expedientes de quejas.

H. El denunciante puede solicitar una reconsideración del caso en los casos en que no esté satisfecho con la determinación/resolución como se describe en f. arriba. La solicitud de reconsideración deberá presentarse al Ayuntamiento dentro de los diezlaboral días después de la recepción de la determinación/resolución por escrito.

I. El derecho de una persona a una resolución rápida y equitativa de la queja presentada en virtud del presente no se verá afectado por la búsqueda de otros recursos, como la presentación de una queja de la Sección 504 ante el Departamento de Vivienda y Desarrollo Urbano de los EE. UU. La utilización de este procedimiento de quejas no es un requisito previo para la búsqueda de otras soluciones.

J. Estos procedimientos se interpretarán para proteger los derechos sustantivos de las personas interesadas, cumplir con los estándares de debido proceso apropiados y garantizar que la Ciudad cumpla con la Sección 504 y las regulaciones de HUD.

Atwood C. Kenjura, Alcalde

Fecha

CÓDIGO DE CONDUCTA
POLÍTICA DE CONFLICTO DE INTERESES RELATIVA A LOS PROCEDIMIENTOS DE
ADQUISICIÓN

Como receptor de una subvención de un contrato CDBG, la ciudad de Brenham evitará, neutralizará o mitigará los conflictos de intereses reales o potenciales para evitar una ventaja competitiva injusta o la existencia de roles conflictivos que puedan perjudicar el desempeño del contrato CDBG o afectar la integridad del proceso de adquisición.

Para la adquisición de bienes y servicios, ningún empleado, funcionario o agente de la Ciudad participará en la selección, adjudicación o administración de un contrato respaldado por fondos CDBG si tiene un conflicto de intereses real o aparente. Tal conflicto podría surgir si el empleado, funcionario o agente; cualquier miembro de su familia inmediata; su pareja; o una organización que emplea o está a punto de emplear a cualquiera de las partes indicadas en este documento, tiene un interés financiero o de otro tipo o un beneficio personal tangible de una empresa considerada para un contrato.

Ningún funcionario, empleado o agente de la Ciudad solicitará ni aceptará gratificaciones, favores o cualquier cosa de valor monetario de contratistas o empresas, posibles contratistas o empresas, o partes de subacuerdos, excepto cuando el interés financiero no sea sustancial o el obsequio es un artículo no solicitado de valor intrínseco nominal.

Los contratistas que desarrollen o redacten especificaciones, requisitos, declaraciones de trabajo o invitaciones a licitaciones o solicitudes de propuestas deben quedar excluidos de competir para dichas adquisiciones.

Para todos los demás casos, ningún empleado, agente, consultor, funcionario o funcionario electo o designado del estado, o de una unidad de gobierno local general, o de cualquier agencia pública designada, o subreceptores que estén recibiendo fondos CDBG, que tenga alguna función/responsabilidad relacionada con la subvención, o está en condiciones de participar en un proceso de toma de decisiones u obtener información privilegiada, puede obtener un interés financiero o beneficio de la actividad de subvención federal o estatal.

Las restricciones de conflicto de intereses y los requisitos de adquisición identificados en este documento se aplicarán a una empresa beneficiaria, proveedor de servicios públicos u otra entidad de terceros con la que yo o todos trabajemos bajo un contrato CDBG para cumplir con cualquier objetivo del programa nacional.

Cualquier persona o entidad, incluida cualquier empresa beneficiaria, proveedor de servicios públicos u otra entidad de terceros que esté recibiendo asistencia, directa o indirectamente, en virtud de un contrato o adjudicación de CDBG, o que deba completar parte o todo el trabajo en virtud del contrato de CDBG para poder cumplir con un objetivo del programa nacional, que potencialmente podría recibir beneficios de las subvenciones CDBG, no puede participar en la selección, adjudicación o administración de un contrato respaldado por fondos CDBG.

Cualquier presunta violación de estas normas de conducta se remitirá a la Fiscal de la ciudad. Cuando parezca que se han producido violaciones, el empleado, funcionario o agente infractor estará sujeto a medidas disciplinarias, que incluyen, entre otras, el despido o el traslado; cuando las violaciones o infracciones parezcan ser de naturaleza sustancial, el asunto podrá remitirse a los funcionarios correspondientes para una investigación penal y un posible enjuiciamiento.

Atwood C. Kenjura, Alcalde

Fecha



City Council regular meeting
AGENDA ITEM 11

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-24-020 Designating Authorized Signatories for Contractual Documents and Documents Requesting Funds for the Community Block Grant Program (CDBG) Related to Street and Drainage Improvements

Meeting Date: November 7, 2024

Department: Public Works

Staff Contact: Dane Rau, Director of Public Works

SUMMARY STATEMENT:

With the upcoming Community Development Block Grant this resolution authorizes certain staff and members of Council to act as designated signatories.

The Mayor and the City Manager are authorized to execute contractual documents associated to the Community Development Block Grant Program. They are also authorized to execute environmental review documents between the Texas General Land Office and the City. The Mayor, City Manager, Public Works Director, and Finance Director will be authorized to execute the State of Texas Purchase Voucher and Request for Payment Form documents required for requesting funds approved in the Community Development Block Grant Program.

By passing this resolution we can submit the proper paperwork and move forward with the above signatories acting on the City's behalf.

ATTACHMENTS:

1. R-24-020 - Authorizing Signatories

RECOMMENDATION:

Approve Resolution No. R-24-020 designating authorized signatories for contractual documents and documents requesting funds for the Community Block Grant Program (CDBG) related to street and drainage improvements.

RESOLUTION NO. R-24-020

A RESOLUTION OF THE CITY COUNCIL OF BRENHAM, TEXAS, DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG)

WHEREAS, the City of Brenham, Texas, has received a Community Development Block Grant award to provide infrastructure improvements, and;

WHEREAS, it is necessary to appoint persons to execute contractual documents and documents for requesting funds and;

WHEREAS, an original signed copy of the CDBG *Depository/Authorized Signatories Designation Form* is to be submitted with a copy of this Resolution, and;

WHEREAS, the City of Brenham, Texas acknowledges that in the event that an authorized signatory of the City changes (elections, illness, resignations, etc.) the City must provide the following:

- A resolution stating who the new authorized signatory is (not required if this original resolution names only the title and not the name of the signatory); and
- A revised *Depository/Authorized Signatories Designation Form*

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

Section 1: The Mayor and the City Manager are authorized to execute contractual documents associated to the Community Development Block Grant Program;

Section 2: The Mayor and City Manager are authorized to execute environmental review documents between the Texas General Land Office and the City; and

Section 3: The Mayor, City Manager, Public Works Director, and Finance Director will be authorized to execute the State of Texas Purchase Voucher and Request for Payment Form documents required for requesting funds approved in the Community Development Block Grant Program

PASSED, APPROVED, and ADOPTED by the City Council of the City of Brenham
on this 7th day of November 2024.

CITY OF BRENHAM, TEXAS

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TMRC, CMC
City Secretary



City Council regular meeting
AGENDA ITEM 12

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-24-021 Authorizing the Submission of a Grant Application to the Texas Department of Agriculture (TDA) for the Community Development Block Grant (CDBG) Program for Street and Drainage Improvements

Meeting Date: November 7, 2024

Department: Public Works

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

SUMMARY STATEMENT:

In September, the city was made aware of another round of grant funds available from the Texas Department of Agriculture (TDA) Community Development Block Grant (CDBG) Program. TDA has increased these grant funds from \$500,000.00 to \$750,000.00 to help with the increase of construction costs, with the city needing to contribute a match of \$125,000.00. The beneficiaries of the project must be at least 51% low to moderate income (LMI). This is a two-phase application process. The first phase is mostly information about the city and our high-level project interest. If we score high enough, the city will be invited to the second phase where we hire an engineer and identify project details.

We have been successful in completing road and drainage projects through grants along Old Chappell Hill Rd. We have completed Carrington Ln with a grant from TDA and are currently working on Lott and Shepard through a grant from BVCOG. These improvements have been great upgrades, and the residents have been very happy with the upgraded roadways and drainage. It is our intent to use these funds to provide a wider asphalt roadway and have concrete curb and gutter infrastructure.

These roadways are less than 22' and have insufficient drainage. This funding will make a drastic difference, and noticed by the many residents who live in the area. This area was annexed in 2008 and only minor improvements have been made. This will bring these roadways up to city standards.

In order to move through Phase I, we are required to pass this resolution which allows the City of Brenham to submit its application for those funds. We would like to ask Council to pass this resolution allowing the city to submit the official grant application.

ATTACHMENTS:

1. R-24-021 - TDA Grant Application
2. Road pictures

RECOMMENDATION:

Approve Resolution No. R-24-021 authorizing the submission of a grant application to the Texas Department of Agriculture (TDA) for the Community Development Block Grant (CDBG) Program for street and drainage improvements.

RESOLUTION NO. R-24-021

A RESOLUTION OF THE CITY COUNCIL FOR CITY OF BRENHAM, TEXAS, AUTHORIZING PROFESSIONAL SERVICE PROVIDER SELECTION FOR A 2025-2026 TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM – COMMUNITY DEVELOPMENT FUND PROJECT (CDBG) THROUGH THE TEXAS DEPARTMENT OF AGRICULTURE (TDA). AND AUTHORIZING THE MAYOR AND CITY MANAGER TO ACT AS THE CITY'S CHIEF EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

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

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

WHEREAS, it is necessary and in the best interests of City of Brenham to apply for funding under the Community Development Block Grant Program;

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

1. That a Community Development Block Grant program application is hereby authorized to be filed by City of Brenham with the Texas Department of Agriculture.
2. That the project(s) detailed within the application will address road and drainage improvements within the City of Brenham, which was identified in our street and drainage capital improvement programs.
3. That the CDBG Application request amount be filed for \$750,000.00
4. That is a total project cost is \$750,000.00 to include construction, engineering, and administration services.
5. That the City Council directs and designates the Mayor and City Manager as the City's Chief Executive Officer(s) and Authorized Representative(s) to act in all matters in connection with this application and the City's participation in the Community Development Block Grant Program.

6. That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, fair housing, and civil rights requirements.

PASSED and APPROVED this the 7th day of November 2024.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

Carrington Ln.





Brooks Ln/ Watts Rd.





City Council regular meeting
AGENDA ITEM 13

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-24-022 Requesting the State Legislature Designate Brenham as the Ice Cream Capital of Texas

Meeting Date: November 7, 2024

Department: Tourism & Marketing

Staff Contact: Jennifer Eckermann, Director of Tourism & Marketing

SUMMARY STATEMENT:

As I believe you know, Visit Brenham was approached about the marquee in the Visitor Center that says:

Now Showing
The Birthplace of Texas

A City Councilperson from Deer Park told us they have "The Birthplace of Texas" trademarked. So, we began discussions concerning a change that makes the most sense for Brenham - pursuing official recognition as The Ice Cream Capital of Texas.

We discussed this possibility with Senator Lois Kolkhorst's office and were told that they would need a request from the City Council for this recognition, so we are bringing the attached Resolution for your consideration, and ask for approval of this request that the State Legislature officially recognize Brenham as the Ice Cream Capital of Texas.

ATTACHMENTS:

1. R-24-022 - ICC of Texas Resolution

RECOMMENDATION:

Approve Resolution No. R-24-022 requesting the State Legislature designate Brenham as the Ice Cream Capital of Texas.

RESOLUTION NO. R-24-022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, REQUESTING THE STATE OF TEXAS LEGISLATURE DESIGNATE BRENHAM, TEXAS AS THE OFFICIAL ICE CREAM CAPITAL OF TEXAS

WHEREAS, Brenham, Texas is the home of Blue Bell Creameries, Inc. which is often referred to as the Best Ice Cream in the Country; and

WHEREAS, the company's humble beginnings were as Brenham Creamery Company in 1907, as a butter manufacturer using excess cream from area farms, and in 1930, changed its name to Blue Bell after the Texas native bluebell flower; and

WHEREAS, Blue Bell Creameries is the #1 ranked Ice Cream brand in Texas with a 47% market share and the #3 branded Ice Cream in the US, with the Texas market accounting for 41% of all Blue Bell retail sales; and

WHEREAS, part of Blue Bell's success can be attributed to the amazing location of its home conveniently situated between some of the largest cities in the United States; and

WHEREAS, Blue Bell welcomes more than 250,000 visitors to the Brenham creamery each year, mightily impacting tourism in our community; and

WHEREAS, Blue Bell is one of the top employers in Brenham; and

WHEREAS, Blue Bell has made significant contributions to local organizations and to the City of Brenham that have improved the quality of life in our community and in the lives of our citizens; and

WHEREAS, Blue Bell is a proud supporter of many area and state organizations in Texas, such as Gulf Coast Regional Blood Center, CASA for Kids, Washington-on-the-Brazos, Make-A-Wish Foundation Texas Gulf Coast & Louisiana, Texas 4-H Youth Development Foundation, Girl Scouts of Central Texas, Miracle Farm, and many more.

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

The City Council of Brenham, Texas formally requests the State Legislature of the great State of Texas recognize the impact of Blue Bell Creameries to the City of Brenham community and to our state, and designate Brenham, Texas as the Ice Cream Capital of Texas in the upcoming 2025 Legislative Session.

RESOLVED on this 7th day of November 2024.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



City Council regular meeting
AGENDA ITEM 14

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-24-023 Amending Resolution No. R-24-002 Approving the Submission of a Grant Application through the Office of the Governor (OOG), Public Safety Office, Homeland Security Grants Division for the 2024 State Homeland Security Program - Law Enforcement Terrorism Prevention Activities (LETPA) Projects

Meeting Date: November 7, 2024

Department: Police

Staff Contact: Steven Eilert, Police Sergeant

SUMMARY STATEMENT:

On February 1, 2024, Council approved Resolution No. R-24-002 authorizing the Police Department to apply for a grant from the Office of the Governor (OOG), Public Safety Office, Homeland Security Grants Division, (LETPA Projects) for One (1) DJI Matrice 350 RTK Drone and Applicable Equipment. After applying for the grant, the City was notified by the OOG that the federal government had placed an exclusion on SZ DJI Technology Co., Ltd (DJI) meaning the PSO is unable to allow this purchase. An approved manufacturer has been found with quotes for one (1) Autel Alpha Drone and Applicable Equipment, therefore requiring an amended Resolution.

ATTACHMENTS:

1. R-24-023 - Amend R-24-002

RECOMMENDATION:

Approve Resolution No. R-24-023 amending Resolution No. R-24-002 approving the submission of a grant application through the Office of the Governor (OOG), Public Safety Office, Homeland Security Grants Division for the 2024 State Homeland Security Program - Law Enforcement Terrorism Prevention Activities (LETPA) Projects.

RESOLUTION NO. R-24-023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS AMENDING RESOLUTION NO. R-24-002 APPROVING THE SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR, HOMELAND SECURITY GRANTS DIVISION, FOR THE 2024 STATE HOMELAND SECURITY PROGRAM – LETPA PROJECTS (SHSP-L)

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

WHEREAS, the 2024 State Homeland Security Program – LEPTA Projects (SHSP-L) grant provides support for state and local projects to prevent terrorism and targeted violence and help local governments prepare for threats and hazards that pose the greatest risk to the security of Texas citizens; and

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

WHEREAS, on February 1, 2024, the City Council of the City of Brenham, Texas approved Resolution No. R-24-002 approving the submission of an application to the above-described grant program to obtain funds to be used for the purchase of a DJI Matrice 350 RTK Drone for the Brenham Police Department; and

WHEREAS, on October 04, 2024, the City of Brenham Police Department was notified that DJI is no longer an approved vendor for SHSP-L funding, and has identified the Autel Alpha Drone as a suitable alternative; and

WHEREAS, the City Council desires to amend Resolution No. R-24-002 as required by the Grant Manager administering the LETPA Projects Program,

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

1. That Resolution No. R-24-002 is hereby amended to authorize the submission of a grant application for funds for the purchase of an Autel Alpha Drone as a substitute for the DJI Matrice 350 RTK Drone.
2. That the City Council agrees to provide applicable matching funds, if any, for the project as required by the Homeland Security Grant Program grant application.
3. That the City Council agrees that in the event of loss or misuse of the Office of the Governor funds, the City Council assures that the funds will be returned to the Office of the Governor in full.
4. That the City Council designates the Mayor and/or the Chief of Police as the grantee's authorized official(s). The authorized official(s) is/are given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the City of Brenham, Texas.

PASSED AND APPROVED on this the 7th day of November 2024.

ATTEST:

Atwood C. Kenjura
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary



City Council regular meeting
AGENDA ITEM 15

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-24-024 Authorizing the Acceptance of a Grant through the Office of the Governor (OOG), Public Safety Office, Homeland Security Grants Division for the 2024 State Homeland Security Program - Law Enforcement Terrorism Prevention Activities (LETPA) Projects

Meeting Date: November 7, 2024

Department: Police

Staff Contact: Steven Eilert, Police Sergeant

SUMMARY STATEMENT:

On February 1, 2024, Council authorized the Police Department to apply for a grant from the Office of the Governor (OOG), Public Safety Office, Homeland Security Grants Division, (LETPA Projects) for One (1) Autel Alpha Drone and Applicable Equipment. The City has been notified that it was awarded the grant in the amount of \$28,041.00. This resolution provided for Council's consideration is for acceptance of the award. There are no matching funds required.

ATTACHMENTS:

1. R-24-024 - Drone Grant Acceptance

RECOMMENDATION:

Approve Resolution No. R-24-024 authorizing the acceptance of a grant through the Office of the Governor (OOG), Public Safety Office, Homeland Security Grants Division for the 2024 State Homeland Security Program - Law Enforcement Terrorism Prevention Activities (LETPA) Projects.

RESOLUTION NO. R-24-024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE, HOMELAND SECURITY GRANTS DIVISION FOR THE 2024 STATE HOMELAND SECURITY PROGRAM – LAW ENFORCEMENT TERRORISM PREVENTION ACTIVITIES PROJECTS, AND AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTATION

WHEREAS, the Office of the Governor administers a grant program for projects that support state and local efforts to prevent terrorism and targeted violence and prepare for the threats and hazards that pose the greatest risk to the security of Texas citizens; and

WHEREAS, on February 1, 2024, the City Council of the City of Brenham approved Resolution No. R-24-002 authorizing City staff to prepare and submit a grant application to the Office of the Governor, Public Safety Office, Homeland Security Grants Division for the 2024 State Homeland Security Program – Law Enforcement Terrorism Prevention Activities (“LETPA”) Projects program; and

WHEREAS, the City of Brenham has been notified of the award of Grant No. 5077201 in the initial amount of \$28,041.00 to be used toward the one-time purchase of one (1) Autel Alpha Drone and associated equipment and/or training; and

WHEREAS, the City Council of the City of Brenham desires to accept said grant award and any applicable match requirements for this grant;

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

1. The City of Brenham hereby accepts Grant No. 5077201 in the initial amount of \$28,041.00 from the Office of the Governor, Public Safety Office, Homeland Security Grants Division for the 2024 State Homeland Security Program – LETPA Projects Program.
2. The City of Brenham will comply with all requirements of the Grant Program.
3. The City Council agrees to provide applicable matching funds for the project as required by the State Homeland Security Program – LETPA Projects Program.
4. The City Council agrees that in the event of loss or misuse of the Office of the Governor funds, the City Council assures such funds will be returned to the Office of the Governor in full.
5. That the Mayor is hereby authorized to execute any necessary documentation related to the grant described herein.

PASSED AND APPROVED on this the 7th day of November 2024.

ATTEST:

Atwood C. Kenjura
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary



City Council regular meeting
AGENDA ITEM 16

Agenda Item: Discuss and Possibly Act Upon a Project Proposal from Lower Colorado River Authority (LCRA) for a Five-Year Electric Engineering System Study with Electrical System Visual Inspection and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: November 7, 2024

Department: Public Utilities

Staff Contact: Jason Lange- Electric Superintendent

SUMMARY STATEMENT:

The City of Brenham's electric department would like to conduct a 5-year electric distribution engineering system study and Visual inspection of the Electric Distribution System which will be performed by LCRA engineering service. Scope of service.

1. Five-year system study: Provide an electric distribution study per the attached scope (engineer service agreement). The purpose of this study is to identify large electric system improvements required over the five-year study period. The total contract amount of \$110,000 will be added to the City monthly wholesale power bill over 5 years. The Billing will start December 1, 2024.
2. Visual inspection \$73,900. The purpose of a visual inspection. Visually inspect the distribution system: make a record of the size type general location and general condition of each inspected element both overhead and underground. The total contract amount of \$73,900 will be added to the City's monthly wholesale power bill over 5 years. The billing will start on December 1, 2024.

The total cost of the two services: is \$183,900; for 60 monthly payments of \$3,065 and invoice monthly on the power bill starting December 1st, 2024.

ATTACHMENTS:

1. 5-year system study 2024

RECOMMENDATION:

Approve a Project Proposal from Lower Colorado River Authority (LCRA) in the amount of \$183,900.00 for a Five-Year Electric Engineering System Study with Electrical System Visual Inspection and authorize the Mayor to execute any necessary documentation.

PROJECT PROPOSAL	
LCRA Transmission Strategic Services CUSTOMER SERVICES CONTRACT <i>Form CSC revised 06/22/2020</i>	CUSTOMER: City of Brenham P.O. Box 1059 Brenham, Texas 77834 Attn: William Bissette
PROJECT: 5 Year Engineering System Study with ESVI DATE SUBMITTED May 22, 2024	
SCOPE OF SERVICES: 1. Provide an Electric Distribution Study per the attached Scope (Engineering Services Agreement). 2. Provide a Visual Inspection per the attached Scope (Statement of Work, Electrical System Visual Inspection (ESVI)). Details attached. Scope Additional Information.	
PROJECT SCHEDULE: Start: Work to be done between the time frame December 1, 2024 to November 1, 2029. Schedule to be determined. Complete: Work to be done between the time frame December 1, 2024 to November 1, 2029. Schedule to be determined.	LCRA CONTACT Bill Jerram bill.jerram@LCRA.org 512-940-6713 Lower Colorado River Authority 3700 Lake Austin Blvd. Austin, TX 78767-0220 Attn: Transmission Customer Relations
CONTRACT TYPE Contract Type: Independent Contract Reference Contract: 5 Year Engineering System Study <i>(Please note that if this is an independent contract, terms and conditions should be attached.)</i>	PRICE : \$3,065 per month for 60 months Project Total: \$183,900.00 Compensation Form: Power Billing
<i>Customer and the Lower Colorado River Authority agree that the work described above shall be performed in accordance with the terms and conditions in this contract.</i> Parties: City of Brenham By: _____ Printed Name _____ Title: _____ Date: _____ Lower Colorado River Authority By: _____ Printed Name Kristian Koellner Title: VP, Transmission Asset Optimization _____	
OFFICE USE ONLY Job Description: <u>5 Year Engineering System Study with ESVI</u> Project ID: _____ Work Order: _____ Contract Owner: Bill Jerram Contract Coordinator: Catherine Hempfling	

Scope Additional Information

1. 5-year System Study: \$110,000. Provide an Electric Distribution Study per the attached Scope (Engineering Services Agreement). The purpose of this study is to identify large electric system improvements required over the five-year study period. The total contract amount of \$110,000 will be added to the monthly power billing over 60 months (60 payments of \$1,833.33), monthly, the first billing to be started on the December 1, 2024, power billing.
2. Visual Inspection: \$73,900. Provide a Visual Inspection per the attached Scope (Statement of Work, Electrical System Visual Inspection (ESVI)). The total contract amount is \$73,900 but will be added to the month power billing over 60 months (60 payments of \$1,231.67), monthly, the first billing to be started on the December 1, 2024, power billing. The contract is based on an estimate of the city's pole count, of 5,912 poles. If the actual pole count varies by +/- 5% then the price will be adjusted at a rate of \$12.50 per pole, plus or minus. This service must be done at the same time as the field work for the 5-year system study (item 1 above) is being performed.
3. Total Cost of the two services: \$183,900; \$3,065/month for 60 payments. Billing/invoicing will be added to the month power billing, starting December 1, 2024.

ENGINEERING SERVICES AGREEMENT

I. Technical Requirements

LCRA shall provide the following engineering services to Customer:

- a. Verify and/or gather field information needed to construct a computer model of the primary electric system including:
 - i. Location of substation(s) that supply the Customer's distribution system.
 - ii. Location of distribution poles.
 - iii. Location of primary overhead and underground distribution conductors including the following:
 1. Conductor construction design type
 2. Conductor type per phase, including neutral
 3. Conductor phasing
 4. Conductor span measured from each section (pole to pole)
 - iv. Location of air break switches (including type and current rating), disconnect switches (including type and current rating), line breakers / reclosers / sectionalizers (including type, current rating and controller information), and line regulators (including current and kVA rating).
 - v. Location of capacitor banks to include size (kVAR rating), phasing, status (open / closed), and capacitor bank controller type if installed.
 - vi. Location of fuse cut-outs (including rating); status of fuse cut-out (open or closed); and size and type of fuse if identifiable from the ground or data is available from customer.
 - vii. Location of distribution transformers, transformer phasing and transformer kVA rating.
- b. Produce or update the computer models for the Customer's distribution system.
- c. Evaluate the adequacy of existing system to meet anticipated demand levels over a five-year horizon, by applying the distribution system planning criteria to:
 - i. Identify overloaded line sections
 - ii. Identify excessive system losses
 - iii. Identify excessive voltage drops
- d. Conduct a study of distribution system improvement needs to meet anticipated demand levels over a five-year horizon, by applying the distribution system planning criteria to:
 - i. Optimize the performance of the system by balancing the load among power transformers, feeders and phases (where phase current data is available)
 - ii. Evaluate need for reconductoring existing circuits
 - iii. Evaluate need for constructing new distribution circuits
 - iv. Evaluate substation capacity requirements
 - v. Examine location and status of all air break or disconnect switches
 - vi. Evaluate system capacitor banks needs for reduction of system losses and correcting system power factor, including leading power factor conditions.

ENGINEERING SERVICES AGREEMENT

- vii. Provide up to ten (10) additional fault rating values per year from the distribution system as per Customer request.
- e. Conduct Contingency Analysis in terms of a planned or unplanned outage of a distribution feeder, breaker, or power transformer (where applicable), and by applying the distribution system planning criteria, determine and recommend system improvement projects necessary to improve system reliability.
- f. Conduct Arc Flash Analysis:
 - i. The results of this analysis will assist the Customer in determining its arc flash requirements at selected locations
 - ii. Perform arc flash analysis at the locations selected by the Customer.
 - iii. No more than ten (10) locations may be selected.
 - iv. The arc flash analysis results shall include:
 - 1. Clearance distances
 - 2. Fault current
 - 3. Energy
 - 4. Hazard level and the corresponding voltages to which the qualified person will be exposed.
 - v. Arc flash labeling is the responsibility of the Customer, as specified in NESC 2012-410 A3 but labeling may be provided by LCRA at an added cost.
- g. Perform the following distribution system protection analysis:
 - i. Verify that the maximum interrupting rating for all distribution feeder breakers and downstream reclosers are adequately rated to withstand the maximum available fault current using the latest ERCOT short circuit case.
 - ii. Verify that the continuous rating of all feeder breakers are adequately rated so that the feeder breakers' continuous rating will not be exceeded for any non-fault conditions including contingency analysis.
 - iii. For all distribution feeder breaker relays and downstream reclosers perform the following analysis:
 - Verify that the phase and ground overcurrent pickup settings will not be exceeded for any non-fault conditions including contingency analysis and are also set sensitively enough to detect faults at the end of the feeder.
 - Verify coordination with upstream (transformer protection) and downstream devices (reclosers, largest / nearest fuse(s), etc.).
 - Determine if the existing settings have performed in a manner that the Customer expects (fuse saving vs. a fuse sacrificing scheme, any misoperations, etc.).
 - iv. Evaluate the need for any new downstream reclosers, and if a recloser is warranted provide basic coordination settings and verify coordination with upstream and downstream devices.
 - v. Document substation outages over the last 5 year period.

ENGINEERING SERVICES AGREEMENT

- h. Based upon the findings of items b through f above, develop a list of Recommend Capital Improvement Projects and budgetary project cost estimates.
- i. Update Maps and Electric System Model as information is provided by field crews and the Customer during the study.

Information to be provided by the Customer includes but is not limited to the following:

- a. Any Customer-specific distribution system planning criteria
- b. Ten-year load forecast
- c. Load profile results per feeder via relays or load loggers, if available
- d. Mapping data that has changed since data collection
- e. Rate class kWh sales data, if available
- f. Capacitor bank(s) status during peak electrical loading and load profile, if available
- g. Capacitor bank controller settings
- h. Arc flash analysis supporting data
 - a. Distribution transformer nameplate and fuse size/type
- i. Protective device nameplate information for distribution feeder breaker and downstream reclosers
- j. Existing relay and controller details:
 - a. Distribution feeder breaker relay settings, manufacturer, and part number
 - b. Downstream recloser controller settings and controller type
 - c. Event files (if available)
- k. For the largest fuse downstream of each distribution feeder breaker and the largest fuse downstream of each downstream recloser:
 - a. Location of fuse (intersecting streets)
 - b. Fuse type
 - c. Fuse size
- l. If available, provide any history of outages caused by feeder breaker trips, recloser trips, or lateral tap fuses operating.

II. **Deliverable**

This agreement provides for one primary Deliverable by LCRA, which shall be provided to Customer as a bound printed copy and an electronic copy (.pdf file) sent via email.

- a. An Electric Distribution System Study ("Plan"). The Plan shall include tables, charts, maps, and explanatory text. At a minimum, the following items shall be included with the Plan:
 - i. Existing Circuit Diagram - color coded by circuit
 - ii. Existing Conductor Diagram - color coded by primary conductor
 - iii. Five Year Work Plan Diagram - all improvement projects color-coded by recommended year
 - iv. Existing and Proposed Fusing Diagram
 - v. Fault Duty Maps: three-phase and phase to ground with associated table

ENGINEERING SERVICES AGREEMENT

- vi. Relay / fuse / recloser coordination curves and summary of proposed changes where applicable
- b. In addition to the Plan described in item a. above, LCRA shall conduct an annual review of the load power factor and, where required, provide interim recommendations for meeting the ERCOT load power factor requirement. This power factor review shall be conducted by LCRA once per year during the annual load forecast data collection period.
- c. This agreement does not include engineering advice on technical problems that may arise during operation, construction, or addition of new electric loads. For this engineering support or support on inspection, maintenance, and construction methods and/or procedures, LCRA and Customer may enter into a separate agreement.
- d. This agreement does not include project implementation costs.
- e. This agreement does not include NERC or ERCOT compliance related matters, such as retention of objective evidence.

LCRA specifically acknowledges and agrees that the Customer requires the Deliverable information described herein to meet five (5) year demand levels and that the provision of the Deliverable to the Customer is time-sensitive. Accordingly, LCRA agrees that the Deliverable shall be provided to the Customer no later than sixty (60) months after execution of this Agreement.

III. **Confidential Work Product**

Software, data, computer models, maps, graphical products and other products used to produce the Deliverable under this Agreement have been developed by LCRA at considerable expense, and shall be considered competitive, proprietary information belonging to LCRA. Customer has the right to request certain data from LCRA and LCRA has the obligation to provide certain data (or equivalent); however, at LCRA's discretion, certain data, if related to LCRA's products or materials which were used to produce the Deliverables, will be kept as proprietary information belonging to LCRA and not distributed to any Customer. The Deliverable, and all related information described herein, to be provided to the Customer pursuant to the terms of this Agreement, shall be the property of the Customer and the Customer, in its sole discretion, may use, copy or distribute the Deliverable.

**Statement of Work for
Surveying and Mapping Services**
ELECTRICAL SYSTEM VISUAL INSPECTION (ESVI) SERVICES
Revised: September 2021

GENERAL DESCRIPTION

Lower Colorado River Authority will provide visual inspection and mapping services of the customer distribution system. Visual inspection field data acquisition, data compilation, and mapping will be performed by LCRA employees.

SCOPE OF WORK

- Visually inspect the distribution system: make record of the size, type, general location (non-GPS), and general condition of each inspected element, both overhead and underground
 - Inspected elements include, but are not limited to: poles, crossarms, lines/conductor, transformers, pad mount transformers, regulators, capacitors, switches, air break switches, fuse cutouts, street lights, reclosers, etc.
- Identify and record deficiencies: make record of element, deficiency, and location
 - Deficiencies include, but are not limited to: poles: bottom and top rot, woodpecker holes, top splitting, shell rot, leaning/bowing; crossarms intact; missing hardware; leaking fluid; rusting; underground cabinets are secure and free of vegetation and debris; elements operating “normally”
 - Poles will be “sounded” (hit with hammer) 6 inches above ground level for indications of bottom rot
 - Identify and record elements needing immediate attention
- Identify and record vegetation management areas: make record of location and attention need
 - Immediate attention includes: limbs resting on lines, ivy climbing poles and around elements, etc.
 - Regular attention includes: limbs nearing lines, wind blowing limbs into lines, etc.
- Compile and transfer visual inspection field data and records into mapping software
- Create deliverables
- Meet with customer to deliver and discuss results of inspection
- Electrical System Visual Inspection (ESVI) services provided are not intended to be a statement of serviceability of any particular element in the distribution system
- LCRA will provide: staff, tools, and materials necessary to perform the outlined scope of work and create the deliverables

DELIVERABLES

- Map book to include:
 - Coversheet with map index, legend, and scale
 - Distribution system mapped at the primary and secondary circuit level
 - Each element mapped graphically in relation to streets, water features, parks, railways, and other elements included in the ESRI provided basemap
 - Callout boxes denoting deficiency
 - Symbols indicating areas of vegetation management
 - Format: hard copy paper & .pdf
- ArcGIS data, of line work and points, is available upon request

CUSTOMER SERVICES CONTRACT

1. Agreement. This Customer Services Contract, including these terms and conditions, the Project Proposal, and any other documents attached hereto (collectively, the “Contract”), contains the entire agreement and understanding between LCRA and Customer with respect to the subject matter of this Contract and supersedes any and all prior or contemporaneous oral and written agreements and understandings regarding the defined scope of services. Additional terms and conditions on Customer’s forms (including those accompanying any purchase order, invoice or payment) are a material alteration of this Contract and are rejected and null and void unless expressly agreed to by LCRA in writing. In the case of any conflicts between the terms of this Contract and the terms of any applicable Customer form, the terms of this Contract will control.
2. Services. LCRA will perform services for the Customer as detailed in the Scope of Services section of the Project Proposal (“Services”). Customer will review and respond as appropriate to all reports, studies, recommendations, requests and other submissions of LCRA so as not to delay the performance of the Services.
3. Notices. Correspondence, notices and invoices will be in writing and mailed or delivered to the other party as identified in the Customer and LCRA Contact sections of the Project Proposal, or at such other address as a party may from time to time designate in writing. All notices, correspondence or invoices will be effective upon receipt.
4. Changes Orders. Changes in the scope of the Services may only be made by written agreement of the Customer and LCRA. Verbal changes will not be given or accepted, except in cases of emergencies which pose a risk of personal injury or property damage, and such changes will be followed up with a written confirmation as soon as practicable.
5. Term; Termination. This Contract will commence on the date of the last signature by the parties (“Effective Date”) and will govern LCRA’s performance of the Services. Either party may terminate this Contract for its convenience at any time by providing written notice to the other party. In the event of such termination, Customer will pay LCRA for all Services performed up to the date of termination, plus (in the case of termination by Customer) any cancellation charges or other termination expenses as may be reasonably identified by LCRA.
6. Costs; Invoicing. As compensation for the Services, Customer will pay LCRA in accordance with one of the following, as identified in the Price section of the Project Proposal:
 - (a) All (i) direct costs incurred by LCRA in performing the Services, including, (1) costs for materials and supplies, (2) labor costs, including salary and benefits, paid to LCRA employees, (3) travel, meal and lodging expenses reimbursed or paid on behalf of LCRA employees within established LCRA expense guidelines, and (4) any third party costs, plus (ii) indirect costs that LCRA normally applies to Services of this nature, including general and administrative costs and other internal expenses and contributions; or
 - (b) A fixed price. Any changes to the scope of the Services may require an increase in the fixed price. Such change to the scope and the correlating fixed price will be agreed to in writing by the parties.
- LCRA may invoice Customer for progress payments for the Services completed to date during the term of this Contract. All payments by Customer under this Contract will be due and payable within 30 days after receipt of invoice. If payment is not timely made, interest will accrue on the unpaid balance at the lesser of the maximum lawful rate, or one percent per month, from the due date until paid.
7. Warranty; Disclaimer.
 - (a) During the term of this Contract, and for a period of 30 days after completion of the Services, LCRA will correct or re-perform any Services not conforming to the requirements of this Contract. Upon completion of the Services, LCRA will assign to Customer all contractor, manufacturer and supplier warranties related to the Services, to the extent LCRA has the right to do so. After such assignment, LCRA will have no continuing obligations to Customer with respect to the good or service to which the warranty applies, and Customer will look solely to the applicable contractor, manufacturer or supplier for relief regarding any claims or remedies, whether based on a warranty or otherwise.
 - (b) Any law, code or standard referenced in this Contract will refer to the version of such law, code or standard in effect as of the Effective Date.
 - (c) **THE WARRANTIES CONTAINED IN THIS SECTION 7 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR GOOD AND WORKMANLIKE PERFORMANCE, AND LCRA’S OBLIGATION UNDER SECTION 7(A) IS CUSTOMER’S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OR LIABILITY OF LCRA ARISING UNDER THIS CONTRACT.**
8. Environmental Conditions. Prior to LCRA starting any Services on-site, Customer will provide documentation that identifies the presence and condition of any hazardous materials or environmental conditions existing in or about Customer’s equipment or the site that LCRA may encounter while performing the Services, and will keep LCRA informed of changes in any such conditions. If LCRA encounters hazardous materials in Customer’s equipment or on-site, LCRA is not obligated to perform any Services affected by the hazardous conditions. Customer will indemnify and hold LCRA, its affiliates and their respective directors and employees, harmless for any and all claims, damages, losses, and expenses arising out of or relating to any hazardous materials which are or were (i) present in or about Customer’s equipment or the site prior to the commencement of LCRA’s work, (ii) improperly handled or disposed of by Customer or Customer’s employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on-site by parties other than LCRA.
9. Schedule. Unless otherwise expressly stated in the Contract documents, time is **not** of the essence and LCRA will not be liable to Customer for any damages arising out of LCRA’s delay in providing the Services, including any failure to meet schedules contained in this Contract.
10. Force Majeure. Neither party will be responsible or liable for any delay or failure in its performance under this Contract to the extent such delay or failure is caused by conditions or events of Force Majeure. The term “Force Majeure” means causes or

CUSTOMER SERVICES CONTRACT

events beyond the reasonable control of, and without the fault or negligence of the party claiming Force Majeure, including (to the extent satisfying the foregoing requirements) (i) acts of God or sudden actions of the elements such as floods, earthquakes, hurricanes, tornadoes, ice storms, or wildfires; (ii) terrorism; war; riots; blockades; insurrection; strike at a regional level; labor disruption at a regional level (even if such difficulties could be resolved by conceding to the demands of a labor group); (iii) any action by a governmental or regulatory entity, including ERCOT or the PUCT; and (iv) pandemic, including the current Coronavirus Disease 2019 outbreak.

11. **LIMITATION OF LIABILITY.** **THE TOTAL LIABILITY OF LCRA ARISING OUT OF THIS CONTRACT AND THE SERVICES WILL NOT EXCEED AN AMOUNT EQUAL TO THE FEES PAID TO LCRA UNDER THIS CONTRACT, AND LCRA WILL NOT BE LIABLE FOR INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS. IN NO EVENT WILL ANY OFFICER, DIRECTOR, EMPLOYEE OR AFFILIATE (OR AFFILIATE'S OFFICER, DIRECTOR OR EMPLOYEE) OF LCRA BE LIABLE TO CUSTOMER UNDER THIS CONTRACT, AND CUSTOMER'S SOLE RECOURSE UNDER THIS CONTRACT WILL BE AGAINST LCRA AND NOT AGAINST SUCH OTHER PERSONS. THE LIMITATIONS ON LIABILITY AND REMEDIES IN THIS PARAGRAPH WILL APPLY REGARDLESS OF WHETHER THE LIABILITY OR CAUSE OF ACTION ARISES IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. NOTHING IN THIS CONTRACT WILL BE CONSTRUED TO WAIVE LCRA'S GOVERNMENTAL IMMUNITY.**

12. **Amendment.** This Contract may only be amended or modified through written agreement of the parties signed by an authorized representative of LCRA and by an authorized representative of the Customer.

13. **Assignment.** This Contract will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party may assign this Contract, in whole or part, without the prior written consent of the other party.

14. **Non-Waiver.** No failure or delay on the part of a party to exercise any right or remedy will operate as a waiver of such right or remedy, nor will any single or partial exercise of any right or remedy preclude any further or other exercise of any such right or remedy.

15. **Partial Invalidity.** If any section or part of this Contract is declared invalid by any court of competent jurisdiction, the court's decree will not affect the remainder of this Contract, and the remainder of this Contract will remain in full force and effect with the deletion of the part declared invalid.

16. **Choice of Law; Venue; Waiver of Jury Trial.** This Contract will be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles. Each party irrevocably consents and agrees that any legal action or proceeding arising out of this Contract will be brought exclusively in a court of competent jurisdiction in Travis County, Texas. LCRA AND CUSTOMER IRREVOCABLY WAIVE ALL RIGHT OF TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT.

17. **Ownership.** Intellectual property and rights to intellectual property owned by any party on the Effective Date will remain the property of that party. All deliverables, including plans, drawings, designs, specifications, computer programs or applications photographs, studies, data, schedules, test readings, technical reports, and calculations developed or utilized by LCRA or its subcontractors which are developed and specified to be delivered under this Contract and which are paid for by Customer are the property of Customer, but subject to LCRA's intellectual property rights. Customer recognizes that no deliverables will be suitable for reuse at any Customer facility or in connection with any project other than that for which the deliverable was prepared. LCRA DISCLAIMS LIABILITY FOR ANY REUSE OF THE DELIVERABLES ON ANY OTHER FACILITY OR PROJECT THAT IS DONE WITHOUT THE EXPLICIT, WRITTEN APPROVAL OF LCRA.

18. **Confidentiality.** "Confidential Information" means information marked or otherwise designated as "confidential" by a party. Confidential Information may only be used by the parties for purposes related to the performance of this Contract, and each party agrees not to disclose Confidential Information of the other party to any other person (other than its affiliates, and the party's and affiliate's respective employees and directors, or to contractors who agree to be bound by the provisions of this Section), provided that either party may disclose Confidential Information if and to the extent such disclosure is required by law (including the Texas Public Information Act). In the event a party is requested under law to disclose Confidential Information, such party will to the extent possible notify the other party within three business days of such request.

19. **Municipally Owned Utilities.** If Customer is a municipally owned utility, the following additional terms will apply:

- (a) This Contract is entered into under the authority of Chapter 791 of the Texas Government Code;
- (b) Customer pledges the revenues of its electric utility system to pay its obligations under this Contract. In addition, the amounts payable by Customer to LCRA under this Contract are operation and maintenance expenses as contemplated by Section 1502.056 of the Texas Government Code and, as a result, are a first lien against the revenues of Customer to secure the Customer's payment obligations to LCRA hereunder. Customer agrees that it will not request Services for which funds have not been appropriated and are not available.
- (c) Payments made under this Contract (1) are based on cost recovery, (2) will fairly compensate LCRA for the Services, and (3) will be made from current revenues available to Customer.

20. **Survival.** Termination or expiration of this Contract will not relieve, reduce, or impair any rights or obligations of a party which expressly or by implication survive termination or expiration of this Contract. Without limiting the generality of the foregoing, the following sections will survive the termination or expiration of this Contract: Costs; Invoicing, Warranty; Disclaimer, Environmental Conditions, Schedule, Limitation of Liability, Choice of Law; Venue; Waiver of Jury Trial, Ownership, Confidentiality, and Municipally Owned Utilities.





City Council regular meeting
AGENDA ITEM 17

Agenda Item: Discuss and Possibly Act Upon the Purchase of One (1) Vermeer Hydrovac Unit for the City of Brenham Electric Department through BuyBoard Contract No. 597-19 and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: November 7, 2024

Department: Maintenance

Staff Contact: Stephen Draehn, Maintenance Supervisor

SUMMARY STATEMENT:

The Electric Department is seeking the Mayor and Council's approval to purchase one (1) Vermeer LP573XDT Hydrovac Unit for use in excavating and identifying underground utilities. Vacuum excavation reduces the need for manual hand digging or abrasive excavation methods (via traditional hydraulic excavators), which lessens the associated health risks for workers on site. Vacuum excavation also creates the ability to remove soil, small stones, debris, and fluids without damaging nearby or underground infrastructure and when installing underground utilities anywhere near existing infrastructure, best practices call for a hydrovac excavation method. The proposed unit will be trailer mounted and will contain a 24 hp diesel engine, 580 CFM vacuum pump, and a debris tank with a hydraulically operated rear door.

A quote was obtained from Vermeer Texas-Louisiana through BuyBoard contract #597-19 for the amount of \$65,900.00. Pricing includes the Hydrovac Unit, pre-delivery inspection, and BuyBoard Administrative Fee. The requested equipment was budgeted in the Electric Department's FY25 adopted budget.

ATTACHMENTS:

1. BuyBoardQuote - Vermeer Hydrovac

RECOMMENDATION:

Approve the purchase of one (1) Vermeer Hydrovac Unit for the City of Brenham Electric Department from Vermeer Texas-Louisiana in the amount of \$65,900.00 through BuyBoard Contract No. 597-19 and authorize the Mayor to execute any necessary documentation.

VENDOR: Vermeer Texas-Louisiana

Product Description: VERMEER LP573XDT HYDROVAC

A. Base Price:

[illegible]

Total of B. Published Options:	\$ 65,200.00
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\$= 0 \%

[illegible]

Total of C. Unpublished Options:	\$	-
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O.	TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE	\$	65,900.00
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City Council regular meeting
AGENDA ITEM 19

Agenda Item: **Section 551.074 - Texas Government Code - Deliberation Regarding Personnel Matters - Discussion Regarding the Appointment of a Brenham Municipal Court Presiding Judge**

Meeting Date: November 7, 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.