



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
TUESDAY, JANUARY 7, 2025 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 Paul LaRoche**
- 3. Swearing-In Ceremony of Presiding Municipal Court Judge Jonas Lacina**
- 4. Service Recognitions**
 - ◆ **Dwayne Grayson - Facility and Fleet Maintenance - 10 Years**
 - ◆ **Justin Schroeder - Fire Department - 15 Years**
 - ◆ **Josh Sebastian - Fire Department - 15 Years**
- 5. Citizen Comments**

CONSENT AGENDA

6. Statutory Consent Agenda

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

- 6.a. Approve the Minutes from the December 19, 2024, Regular City Council Meeting**
- 6.b. Approve Resolution No. R-25-001 Approving the Texas Settlement Subdivision Participation and Release Forms Related to the Kroger Opioid Litigation Settlement**

- 6.c. Approve the Ratification of a Grant Payment to BK Stringer, Ltd. in the Amount of \$86,610.32 as Outlined in the Chapter 380 Economic Development Agreement Between the City of Brenham and BK Stringer, Ltd. and Authorize the Mayor to Execute Any Necessary Documentation**

WORK SESSION

- 7. Presentation and Discussion on the FY2023-24 Financial Reports**

REGULAR SESSION

- 8. Discuss and Possibly Act Upon Resolution No. R-25-002 Authorizing the Publication of Notice of Intention to Issue Certificates of Obligation, Series 2025**
- 9. Discuss and Possibly Act Upon Resolution No. R-25-003 Authorizing the Acceptance of a Grant through the Office of the Governor (OOG), Public Safety Office, Body-Worn Camera Grant Program, FY2025**
- 10. Discuss and Possibly Act Upon an Interlocal Agreement Between the City of Brenham, Brenham Independent School District (BISD) and Blinn College for the May 3, 2025 General Election and Authorize the Mayor to Execute Any Necessary Documentation**
- 11. Discuss and Possibly Act Upon an Election Services Contract Between the City of Brenham, Washington County, and Carol Jackson, County Election Officer of Washington County, Texas Related to the May 3, 2025 Election and Authorize the Mayor to Execute Any Necessary Documentation**
- 12. Discuss and Possibly Act Upon a Memorandum of Understanding Between the City of Brenham and AMG Technology Investment Group, LLC dba Nextlink Internet Related to Nextlink Conduit/Fiber Installation and Authorize the Mayor to Execute Any Necessary Documentation**
- 13. Discuss and Possibly Act Upon a Five-Year Software Renewal Between the City of Brenham and Carahsoft Technology Corporation for Online Planning and Permitting Software and Authorize the Mayor to Execute Any Necessary Documentation**
- 14. Discuss and Possibly Act Upon a Utility Extension Agreement for Water, Wastewater, and Gas Services Between the City of Brenham and Texas Department of Transportation (TxDOT) for the Extension of Utility Services to 4350 TX-36, Brenham, Texas and Authorize the Mayor to Execute Any Necessary Documentation**

15. Administrative/Elected Officials Report

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

EXECUTIVE SESSION

16. Section §551.072 Texas Government Code - Deliberation Regarding Real Property - Discussion Regarding the Purchase, Exchange and/or Acquisition of Real Property for City of Brenham Sanitary Sewer Improvements and Facilities

RE-OPEN REGULAR SESSION

17. Discuss and Possibly Act Upon the Purchase, Exchange and/or Acquisition of Real Property for the City of Brenham Sanitary Sewer System Improvements and Facilities and Authorize the Mayor or City Manager to Execute Any Necessary Documentation

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 Friday, January 3, 2025 at 4:00 p.m.

Jeana Bellinger, TRMC, CMC

City Secretary

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

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

_____, 2025 at _____ a.m./p.m.

Signature

Title

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on Thursday, December 19, 2024 beginning at 1:00 PM in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members Present:

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

Members Absent:

None

City of Brenham Staff Present:

City Manager Carolyn Miller, City Attorney Cary Bovey, City Secretary/Director of Administrative Services Jeana Bellinger, Assistant General Manager of Public Utilities Alton Sommerfield, Director of Water/Wastewater Bobby Keene, Director of Finance Stacy Hardy, Director of Public Works Dane Rau, Chief Financial Officer Julie Flagg, Director of HR and Risk Management Susan Nienstedt, Fire Chief Mark Donovan, Assistant Fire Chief David Cella, Delopment Services Director Stephanie Doland, Economic & Community Development Director Teresa Rosales, Robin Hutchens, Kyle Branham, Shawn Bolenbarr, Casey Redman, Richard O'Malley, Leigh Linden Stephen Draehn, and Kevin Schmidt.

Citizens/Others Present:

Stephanie Kinghorn, Tom Stevens, Kevin Burnett, Carter Burnett, Jason Farris, and David Lancaster.

Media Present:

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

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags - Councilmember Shannon Canales**

3. Citizen Comments

Tom Stevens from Washington County Historical Commission invited the Mayor and Councilmembers to attend a reenactment of a speech made by General Sam Houston on March 31, 1861 on the Washington County Courthouse lawn after he had been deposed by the legislature for refusing to pledge allegiance to the new Confederacy. The reenactment will take place at 4:00 p.m. on January 11, 2025 at the Courthouse Square.

CONSENT AGENDA

4. Statutory Consent Agenda

- 4.a. Approve the Minutes from the November 21, 2024, and December 5, 2024, Regular City Council Meetings**
- 4.b. Approve Amendment No. 1 to the License Agreement Between the City of Brenham and Mescalito Coffee LTD Co. Related to the Construction of a Downtown Parklet Adjacent to 100 E. Alamo Street, Brenham, Texas and Authorize the Mayor to Execute Any Necessary Documentation**
- 4.c. Approve Recommendations for Appointments and/or Re-appointments to Various City Boards and Commissions and Authorize the Mayor to Execute Any Necessary Documentation**
- 4.d. Rescind the December 5, 2024, Approval of a Three-Year License Agreement through Texas Department of Information Resources Contract No. DIR-TSO-4167, and Approve a Three-Year License Agreement Between the City of Brenham and DataVox, Inc. for Cisco Collaboration Flex Plan in the Amount of \$13,725.00 Per Year through The Interlocal Purchasing System (TIPS) Contract No. 230105 and Authorize the Mayor to Execute Any Necessary Documentation**

A motion was made by Councilmember Wright and seconded by Councilmember Saunders to approve Consent Agenda Items 4.b. through 4.d as presented with the exception of the correction made to 4.a.

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

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

No: None

Absent: None

PUBLIC HEARING

5. Public Hearing to Consider the Re-Adoption of Guidelines and Criteria for Granting Tax Phase-In in a Reinvestment Zone Created in the City of Brenham

Economic and Community Development Director Teresa Rosales presented this item. Rosales explained that Texas State Law requires a public hearing be held on the proposed re-authorization of this policy. Those policy changes are as follows:

- Application Fee: \$300 application fee, no fee for businesses in the Downtown Zone
- Salary: Minimum annual salary changed to \$44,000.00 (including benefits)
- Downtown Guidelines: Leave all job requirements as they are; change the minimum capital investment to \$75,000.00
- Minimum Capital Investment: Change to \$2,500,000.00 for all businesses except for those located in the Downtown Zone
- Abatement Definition: Add a definition of the term "abatement" to the policy
- Application Process: Add a provision that a copy of the application be given to the Chief Appraiser
- Policy Review and Effective Date: Added a sunset provision to the policy

No comments were heard.

REGULAR SESSION

6. Discuss and Possibly Act Upon Resolution No. 24-026 Re-Adopting the Guidelines and Criteria for Granting Tax Phase-In in a Reinvestment Zone Created in the City of Brenham

A motion was made by Councilmember Canales and seconded by Councilmember Saunders to approve Resolution No. 24-026 re-adopting the guidelines and criteria for granting tax phase-in in a reinvestment zone created in the City of Brenham.

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

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

No: None

Absent: None

7. Discuss and Possibly Act Upon Resolution No. R-24-027 Adopting a New Fee Schedule for the City of Brenham Parks and Recreation Department

Director of Public Works Dane Rau presented this item. Rau explained that each year staff looks at rates associated with the Parks and Rec Division as it relates to the Blue Bell Aquatic Center, athletic fields and rental facilities. Rau stated that last year rates were raised at the Aquatic Center, a slight increase in the rental facilities/fields, and established new rates for the turf fields. Rau explained that this year there is one new rate, which is \$20 for an “Adult Extended League Soccer Fee Per Player” created this year. Rau stated that the new fee was approved by the Parks Board on December 10th.

A motion was made by Councilmember Wright and seconded by Councilmember Saunders to approve Resolution No. R-24-027 adopting a new fee schedule for the City of Brenham Parks and Recreation Department.

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

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

No: None

Absent: None

8. Discuss and Possibly Act Upon a Utility Extension Agreement for Water, Wastewater, and Gas Services Between the City of Brenham and Texas Department of Transportation (TxDOT) for the Extension of Utility Services to 4350 TX-36, Brenham, Texas and Authorize the Mayor to Execute Any Necessary Documentation

Public Utilities Project Manager Shawn Bolenbarr presented this item. Bolenbarr explained that this Utility Extension Agreement is between the City of Brenham and TxDOT for the extension of utilities (water, sewer, and natural gas) to TxDOT’s proposed new area office, located at 4350 State Highway 36 South, which is outside the city limits. Bolenbarr stated that Public Utilities Department worked with TxDOT to conduct hydraulic studies for water, sanitary sewer and gas and based on these studies, it was determined the City has sufficient capacity to serve water, sanitary sewer and natural gas for this development. Bolenbarr advised that the costs for the

utility extensions will be covered by TxDOT as required by the City's Code of Ordinances.

A motion was made by Councilmember Canales and seconded by Mayor Pro Tem Kolby to approve a Utility Extension Agreement for water, wastewater, and gas services between the City of Brenham and Texas Department of Transportation (TxDOT) for the extension of utility services to 4350 TX-36, Brenham, Texas and authorize the Mayor to execute any necessary documentation.

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

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

No: None

Absent: None

9. Discuss and Possibly Act Upon the Award of ITB No. 25-004 for the Lease of Approximately 301.50 Acres for Hay Production and Authorize the Mayor to Execute Any Necessary Documentation

Purchasing and Public Works Project Manager Kyle Branham presented this item. Branham explained that in December the City opened bids for the lease of land for hay production at: (1) the old landfill property located at 2080 Old Navasota Road; (2) the Brenham Business Center; and (3) Southwest Industrial Park. Branham explained there were four (4) bids received and after review, the highest bidder was deemed to be non-conforming. Branham stated that the next highest bidder, Dustin Majewski, submitted bid amounts of: (1) \$48.48 per acre for the old landfill property; (2) \$10.00 per acre for the Brenham Business Center; and (3) \$32.32 for the Southwest Industrial Park (SWIP) with the total lease amount of \$9,678.73 per year.

A motion was made by Mayor Pro Tem Kolby and seconded by Councilmember Saunders to award ITB No. 25-004 for lease of approximately 301.50 acres of land for to Dustin Majewski as follows: \$48.48 per acre for the 103.65 acres located at 2080 Old Navasota Road; \$10.00 per acre for the 77.99 acres located in the Brenham Business Center; and \$32.32 per acre for 119.86 acres located in the Southwest Industrial Park and authorize the Mayor to execute any necessary documentation.

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

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

Councilmember Cook, Councilmember LaRoche, Councilmember Saunders, Councilmember Wright

No: None

Absent: None

10. Discuss and Possibly Act Upon a Contract for Participation in the City of Brenham's Rotation Log for Non-Consent Tows and Authorize the City Manager to Execute Any Necessary Documentation

Public Works Director Dane Rau presented this item. Rau explained that the City gave the tow companies the opportunity to suggest changes to consider with the upcoming contracts. Rau advised that the City received one company's feedback. Rau advised that Ken Holle, Washington County Constable, and staff reviewed the suggested changes and settled on a few but not all.

Rau advised that these changes will mirror Washington County's contract so that both agencies are consistent. Rau explained that the language changes consisted of describing the definition of "Department" in more detail, eliminating the need for quarterly reports since we have the ability to audit and receive contested invoices from these companies, adding/adjusting language to response times, increasing the rates charged for motor assist calls, and one other minor language change regarding the Police Department (PD).

A motion was made by Councilmember Saunders and seconded by Councilmember Canales to approve a contract for participation in the City of Brenham's Rotation Log for Non-Consent Tows and authorize the City Manager to execute any necessary documentation.

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

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

No: None

Absent: None

11. Discuss and Possibly Act Upon the Purchase of Six (6) Chevrolet Tahoes for the City of Brenham Police Department through The Interlocal Purchasing System (TIPS) and Authorize the Mayor to Execute Any Necessary Documentation

Facility and Fleet Supervisor Stephen Draehn presented this item. Draehn explained that staff obtained quotes for the vehicles from Silsbee Fleet on TIPS Contract No. 210907. Draehn advised that the purchase will be with TIPS vendor 5426 - Lake Country Chevrolet and the purchase price of the six (6) Chevrolet Tahoes is \$329,937.00, which does not include equipment installation which will be done in-house by City Maintenance personnel. Draehn stated that this purchase is an approved budget item for FY24-25.

A motion was made by Councilmember Canales and seconded by Councilmember Wright to approve the purchase of six (6) Chevrolet Tahoe police vehicles from Lake Country Chevrolet in the amount of \$329,937.00 through The Interlocal Purchasing System (TIPS) and authorize the Mayor to execute any necessary documentation.

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

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

No: None

Absent: None

12. Administrative/Elected Officials Report

City Manager Carolyn Miller reported on the following:

- December 24-25 - City Holiday Closure
- January 1 - City Holiday Closure
- January 9 - Regular City Council Meeting

Council adjourned into Executive Session at 1:31 p.m.

EXECUTIVE SESSION

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

14. Section 551.071 Texas Government Code - Consultation with City Attorney Regarding Legal Issues Related to the Compost Facility Proposed to be Operated by Break It Down, LLC Near West Yegua Creek in Lee County,

Texas, and Associated Matters

Executive Session adjourned at 2:34 p.m.

RE-OPEN REGULAR SESSION

15. Discuss and Possibly Act Upon Resolution No. R-24-028 Opposing the Compost Facility Proposed to be Operated by Break It Down, LLC Near West Yegua Creek in Lee County, Texas

A motion was made by Councilmember Cook and seconded by Councilmember Canales to approve Resolution No. R-24-028 opposing the compost facility proposed to be operated by Break It Down, LLC near West Yegua Creek in Lee County, Texas.

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

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

No: None

Absent: None

16. Discuss and Possibly Act Upon the Compost Facility Proposed to be Operated by Break It Down, LLC Near West Yegua Creek in Lee County, Texas, Including But Not Limited to Retaining Environmental Legal Counsel, and Associated Matters

No action was taken on this item.

ADJOURN

Atwood C. Kenjura
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary



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

Agenda Item: **Approve Resolution No. R-25-001 Approving the Texas Settlement Subdivision Participation and Release Forms Related to the Kroger Opioid Litigation Settlement**

Meeting Date: January 7, 2025

Department: Administration

Staff Contact: Jeana Bellinger, City Secretary

SUMMARY STATEMENT:

Back in November 2021 the City Council approved a Resolution authorizing the City's participation into an agreement entitled Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet to approve the allocation of any and all opioid settlement funds within the State of Texas. At that time, the settlement allocation was with opioid manufacturer Johnson & Johnson and three major pharmaceutical distributors. Since 2021, the City has participated in one suit against Endo/Par and Teva Pharmaceuticals USA, Inc. which has resulted in a distribution of \$20,530.82 to the City.

The Texas Attorney General's Office notified us back in November of another opioid settlement with Kroger. The approval of this Resolution will secure the City's participation in this additional suit. The deadline to have this information submitted to the Attorney General is January 28, 2025.

ATTACHMENTS:

1. R-25-001 - Approving Settlement with Kroger
2. Exhibit A - Kroger Participation Form

RECOMMENDATION:

Approve Resolution No. R-25-001 approving the Texas Settlement Subdivision Participation and Release Forms related to the Kroger Opioid Litigation Settlement.

RESOLUTION NO. R-25-001

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS APPROVING THE TEXAS SETTLEMENT SUBDIVISION PARTICIPATION AND RELEASE FORM RELATED TO THE KROGER OPIOID LITIGATION SETTLEMENT AND RELATED MATTERS

WHEREAS, the City of Brenham (“City”) obtained information indicating that certain drug companies and their corporate affiliates, parents, subsidiaries, and such other defendants as may be added to the litigation (collectively, “Defendants”) have engaged in fraudulent and/or reckless marketing and/or distribution of opioids that have resulted in addictions and overdoses; and

WHEREAS, these actions, conduct and misconduct have resulted in significant financial costs to the City; and

WHEREAS, Resolution No. R-21-031 approving the Texas Term Sheet (including the Intrastate Allocation Schedule) and Subdivision Settlement Participation Forms related to the global opioid litigation settlement was approved by City Council on November 4, 2021; and

WHEREAS, on November 14, 2024 the City was notified by the Texas Attorney General’s Office of the City’s option to participate in an additional opioid settlement with Kroger; and

WHEREAS, the City Council of the City of Brenham desires to participate in this additional settlement;

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

1. The City Council supports the participation in the State of Texas’ additional settlement with Kroger; and
2. The City Council hereby finds as follows:
 - (a) There is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in and about the City; and
 - (b) The City Council supports in its entirety and hereby adopts the allocation method for opioid settlement proceeds as set forth in the STATE OF TEXAS AND TEXAS POLITICAL SUBDIVISIONS’ OPIOID ABATEMENT FUND COUNCIL AND THE SETTLEMENT ALLOCATION TERM SHEET, previously approved by the City Council; and

3. That the City Council hereby approves the Texas Settlement Subdivision Participation and Release Form related to the settlement with Kroger, attached hereto as Exhibit “A” and incorporated herein for all pertinent purposes; and
4. The Mayor is authorized to execute any documentation necessary to implement the terms and provisions of this Resolution.

RESOLVED this 7th day of January, 2025.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

Exhibit A

TEXAS SETTLEMENT SUBDIVISION PARTICIPATION AND RELEASE FORM

Political Subdivision:	Texas
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Texas Political Subdivision”), in order to obtain and in consideration for the benefits provided to the Texas Political Subdivision pursuant to the Kroger Texas Settlement Agreement and Full Release of All Claims dated October 30, 2024 (“Kroger Texas Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Texas Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Texas Political Subdivision above is aware of and has reviewed the Kroger Settlement Agreement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Texas Political Subdivision elects to participate in the Kroger Texas Settlement and become a Participating Texas Political Subdivision as provided therein.
2. The Texas Political Subdivision shall immediately cease any and all litigation activities as to the Released Entities and Released Claims and, within 14 days of executing this Participation and Release Form, its counsel shall work with Kroger’s counsel to dismiss with prejudice any Released Claims that it has filed.
3. The Texas Political Subdivision agrees to the terms of the Kroger Texas Settlement pertaining to Texas Political Subdivisions as provided therein.
4. By agreeing to the terms of the Kroger Texas Settlement and becoming a Releasor, the Texas Political Subdivision is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date of the Release.
5. The Texas Political Subdivision agrees to use any monies it received through the Kroger Texas Settlement solely for the purposes provided therein.

6. The Texas Political Subdivision submits to the exclusive jurisdiction and authority of the Texas Consolidated Litigation Court as defined in the Kroger Texas Settlement. For the avoidance of doubt, nothing contained in this Participation and Release Form, or the Kroger Texas Settlement, constitutes consent to jurisdiction, express or implied, over the Texas Political Subdivision or its selected counsel to the jurisdiction of any other court (including without limitation MDL 2804, the MDL 2804 Fee Panel, the MDL 2804 Enforcement Committee, or the Court in which any Texas Consent Judgment is filed) for any purpose whatsoever.
7. The Texas Political Subdivision, as a Participating Texas Subdivision, has the right to enforce the Kroger Texas Settlement in the Texas Consolidated Litigation Court as provided therein.
8. The Texas Political Subdivision, as a Participating Texas Subdivision, hereby becomes a Releasor for all purposes in the Kroger Texas Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Texas Political Subdivision hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entities in any forum whatsoever. The releases provided for in the Kroger Texas Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entity the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Texas Political Subdivision to release claims. The Kroger Texas Settlement shall be a complete bar to any Released Claim.
9. The Texas Political Subdivision hereby takes on all rights and obligations of a Participating Texas Subdivision as set forth in the Kroger Texas Settlement.
10. In connection with the releases provided for in the Kroger Texas Settlement, each Texas Political Subdivision expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Texas Political Subdivision hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Texas Settlement.

11. The Texas Political Subdivision acknowledges, agrees, and understands that the Maximum Texas Settlement Amount to be paid under the Kroger Texas Settlement for the benefit of the Participating Texas Political Subdivision, is less than or equal to the amount, in the aggregate, of the Alleged Harms allegedly suffered by the governmental entity, constitutes restitution and remediation for damage or harm allegedly caused by Kroger in order to restore, in whole or part, the governmental entity to the same position or condition that it would be in had it not suffered the Alleged Harms; and constitutes restitution and remediation for damage or harm allegedly caused by the potential violation of a law and/or is an amount paid to come into compliance with the law.
12. Nothing herein is intended to modify in any way the terms of the Kroger Texas Settlement Agreement, to which the Texas Political Subdivision hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Texas Settlement, the Kroger Texas Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Texas Political Subdivision.

Signature: _____

Name: _____

Title: _____

Date: _____



City Council Regular Meeting
AGENDA ITEM 6.c

Agenda Item: **Approve the Ratification of a Grant Payment to BK Stringer, Ltd. in the Amount of \$86,610.32 as Outlined in the Chapter 380 Economic Development Agreement Between the City of Brenham and BK Stringer, Ltd. and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Date: January 7, 2025

Department: Finance

Staff Contact: Julie Flagg, Chief Financial Officer

SUMMARY STATEMENT:

In accordance with the terms established in the Chapter 380 Economic Development Agreement BK Stringer, Ltd. (Baker Katz) is entitled to receive a percentage share of the City's 1% sales tax revenue generated in the Brenham Crossing shopping center. BK Stringer, Ltd. has satisfied the obligations and duties of this agreement in order to qualify for the grant payment from the City of Brenham, which was due on December 1, 2024. This payment is a correction to the payment of \$187,885.57 that was ratified on December 5, 2024.

ATTACHMENTS:

None

RECOMMENDATION:

Approve the ratification of a grant payment to BK Stringer, Ltd. in the amount of \$86,610.32 as outlined in the Chapter 380 Economic Development Agreement between the City of Brenham and BK Stringer, Ltd. and authorize the Mayor to execute any necessary documentation.



City Council Regular Meeting **AGENDA ITEM 7**

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

Meeting Date: January 7, 2025

Department: Finance

Staff Contact: Julie Flagg, Chief Financial Officer

SUMMARY STATEMENT:

The Finance Division is pleased to provide financial performance reports for the fiscal year ending September 30, 2024. The General Fund (excluding sub-funds) and the six major utility funds are presented on a budget basis, which will differ from the audited financial statements. All financials include comparisons of Fiscal Year 2023-24 actual results versus prior year and annual amended budget. Electric and Gas Funds are presented without the impact of wholesale power and gas commodity costs, which are recovered through pass-thru revenue.

ATTACHMENTS:

1. FY2023-2024 Financial Report

RECOMMENDATION:

Presentation only - no action.



MEMORANDUM

To: Mayor, Council and City Manager

From: Julie Flagg, Chief Financial Officer

Subject: FY 2023-24 Financial Report

Date: January 2, 2025

The Finance Division is pleased to provide financial performance reports for the fiscal year ending September 30, 2024. The General Fund (excluding sub-funds) and the six major utility funds are presented on a budget basis and will differ from the audited financial statements. All financials include comparisons of Fiscal Year (FY) 2023-24 actual results versus prior year and annual amended budget. Electric and Gas Funds are presented without the impact of wholesale power and gas commodity costs which are recovered through pass-thru revenue.

Fiscal Year 2023-24 Actual Versus Annual Amended Budget Comparison

The General Fund, the Electric Fund, the Gas Fund, the Water Fund, the Sanitation Fund and the Drainage Fund experienced favorable actual to annual budget net revenues for FY 2023-24. The Wastewater Fund had a larger than budgeted loss for FY 2023-24.

FINANCIAL PERFORMANCE SUMMARY

Fund	For Fiscal Year Ending September 30, 2024				
	Revenues & Other Sources	Expenditures & Other Uses	Actual Net Revenues (Loss)	Annual Budgeted Net Revenues (Loss)	Actual to Annual Budget \$
General	\$23,803,537	\$23,705,416	\$98,121	\$1,913	\$96,208
Electric Distribution	\$8,593,075	\$8,311,863	\$281,212	(\$119,690)	\$400,902
Gas Distribution	\$1,735,675	\$1,774,629	(\$38,954)	(\$56,950)	\$17,996
Water	\$6,510,689	\$6,150,695	\$359,994	\$291,949	\$68,045
Wastewater	\$4,377,175	\$4,480,102	(\$102,927)	(\$82,290)	(\$20,637)
Sanitation	\$2,668,495	\$2,782,340	(\$113,845)	(\$162,635)	\$48,790
Drainage	\$713,909	\$577,955	\$135,954	\$0	\$135,954

GENERAL FUND

The General Fund posted FY 2023-24 net revenue of \$98,121 compared to the amended budgeted net revenue of \$1,913. In comparison, FY 2022-23 net revenue was \$1,575,773. In FY 2023-24 a total of \$1,110,830 of net revenue was transferred to the Equipment Fund and PD Equipment Fund for future purchases of capital equipment.

The FY 2023-24 budget was amended to include additional revenue realized during the fiscal year, including:

- \$280,615 increase in property tax revenue due to increased final valuations. This was a 4.4% increase compared to the original budget.
- \$293,900 increase in sales tax revenue due to increased collections. This was a 4.1% increase compared to the original budget.
- \$269,250 increase in investment income due to higher interest rates.

FY 2023-24 operating expenditures were favorable at 99.3% of the amended budget amount.

- Personnel costs were favorable to budget due to attrition.
- Maintenance costs and services costs were higher than budget, primarily due to unforeseen repairs (City Hall concrete work, fence replacement, HVAC repairs, etc.) and higher utility bills.
- Capital expenditures were 8% below budget, due to cost savings on vehicle purchases and in house projects.

As of September 30, 2024 the fund balance in General Fund 101 was \$7,910,755. Looking forward and using the FY 2024-25 budgeted expenditures, there is 118 days of reserve in General Fund 101.

ELECTRIC FUND

The Electric Distribution Fund posted FY 2023-24 net revenues of \$281,212 which was \$400,902 greater than the annual budgeted net loss of (\$119,690). Highlights for FY 2023-24 include:

- Revenues from charges for services were less than budget by (\$164,839) or (2.2%), with lower revenues billed due to a warm winter and cooler summer, partially offset by higher than budget developer fees charged for work done by the City for developer specific projects.
- Department operating expenditures were (\$178,919) or (2.8%) lower than budget with small overages in salaries, supplies, and contractual services offset by budget savings in maintenance, capital outlay, gross revenue tax (e.g. lower kwh consumption), and miscellaneous expenditures.
- Investment income, a non-operating revenue, exceeded budget by \$261,102 or 104% due to rising interest rates.
- Transfers-in from the other utility funds were \$27,281 higher than budget due to higher allocated costs from Public Utilities department. Transfers-out to the General Fund were (\$89,819) lower than budget due to lower allocated costs from General Fund support departments, such as Finance, IT, HR, etc.

Key Electric Fund infrastructure projects for during the fiscal year included:

- Annual pole change-outs
- Installation of auto protection devices
- Improvements to system automation
- Market Street Reconductor Project
- Jackson Street Feeder Upgrade
- MLK Circuit Upgrade
- Blue Bell URD Cable and Loop Upgrade
- Squeaky Clean Car Wash
- Pad Mount Charging Station
- Wilkins Valley Subdivision (in progress)
- Valmont Line Extension and Reroute
- Stanpac Transformer Upgrades (in progress)
- Annual service installs and replacements (lines, meters and transformers)

GAS FUND

For FY 2023-24, the Gas Distribution Fund posted actual net loss of (\$38,954), which was favorable to the budget net loss of (\$56,950) by \$17,996. Highlights for FY 2023-24 include:

- Revenues from charges for services were (\$45,590) or (2.7%) below budget, with mild winter weather depressing gas usage for heating needs and lower than expected line tap revenue, partially offset by higher than budgeted revenue from new developer fees.
- Department operating expenditures were (\$27,553) or (2.2%) below budget with overages in salaries, supplies (carryover of gas main pressure test), and gross revenue tax (higher pass-through, gas purchase costs), offset by budget savings in maintenance, contractual services, capital outlay, and miscellaneous.
- The Gas Fund has no debt service.
- Transfers-out to the Electric Fund were higher than budget but transfers-out to the General Fund were lower than budget. The net impact was a budget savings of \$2,065.

Key Gas Fund infrastructure projects for the fiscal year included:

- 6" Gas Main Loop NE
- Completed RRC required gas main pressure test
- Annual service installs and replacements (lines, meters and regulators)

WATER FUND

The Water Fund posted fiscal year net revenues of \$359,994 which was \$68,045 or 23.3% higher than budgeted net revenues of \$291,949. Highlights for FY 2023-24 include:

- Revenues from charges for services were slightly greater than budget by \$36,094, or 0.6%, with higher billed revenues, partially offset by lower than budgeted tap fee revenues for new connections.
- Department operating expenditures were \$4,245 or 0.1% above budget with savings in salaries, maintenance, contractual services, and capital outlay, offset by budgetary overages in supplies, gross revenue tax, and miscellaneous expenditures.

- Debt service payments were below budget estimates by \$18,957 or 1.3%.
- Other revenues, including investment income and miscellaneous net income, were higher than budget by \$15,968, or 10.5%.
- Transfers-out to the Electric Fund were higher than budget but transfers-out to the General Fund were lower than budget. The net impact was a budget savings of \$1,271.

Key Water Fund infrastructure projects for the fiscal year included:

- Completed engineering of Surface Water Treatment Plant Chlorine Room Upgrades
- Awarded bid for Ground Water Supply Phase 1 – Rehab of existing Loesch Street Well and construction of a new test well (2024 Bonds)
- Continued design on the Water Treatment Plant Expansion (2024 Bonds)
- Completed generator at Atlow Booster Pump Station (ARPA Grant)
- Completed 92% of Lead/Copper Identification (In-House Staff)
- Revised CCN in review at PUC
- Completed engineering for Water Main Replacements (2024 Bonds) on Heritage Drive, Carriage Lane, West Mansfield, Century Circle, and Church Street
- Replacement of deficient AMI Water Meters
- Annual new services (lines and meters)

WASTEWATER FUND

FY 2023-24 net loss for the Wastewater Fund was (\$102,927), which was (\$20,637) more than the annual budget loss of (\$82,290). Highlights for FY 2023-24 include:

- Revenues from charges for services were (\$74,382), or (1.8%), lower than budget with lower than budget billed consumption revenues and revenues from waste haulers.
- Operating expenditures were at (\$29,122), or (0.9%), below budget with savings in supplies, maintenance, contractual services, and gross revenue tax more than offsetting budget overages in salaries, capital outlay, and miscellaneous expenditures.
- Nonoperating revenues from investment income and miscellaneous net were \$21,053, or 10.3%, higher than budget.
- Transfers-out to the Electric Fund were higher than budget but transfers-out to the General Fund were lower than budget. The net impact was a budget savings of \$3,571.

Key Wastewater Fund infrastructure projects for the fiscal year included:

- Awarded bid for ARPA Grant Projects – Blower Rehab and Old Wastewater Treatment Plant Rehab
- Awarded bid for Industrial Blvd Lift Station (2024 Bonds)
- Completed Stone Hollow Lift Station (2022 Bonds)
- Awarded bid for Business Center Sanitary Sewer Extension and Lift Station Installation (BCDC)
- Hwy 105 Lift Station Improvements (2024 Bonds) in Design Phase
- 90% Review completed on Sewer Main Replacements on Heritage Drive, Carriage Lane, Century Circle, S Blue Bell Road, and Church Street
- Annual service replacements
- Annual new service installs

SANITATION FUND

The Sanitation Fund posted FY 2023-24 net loss of (\$113,845), which was favorable compared to the annual budget loss of (\$162,635). Operating income was \$7,832, which was above the annual budget operating loss of (\$18,338.) Highlights include:

- Revenues from charges for services were \$2,506,189, which was slightly lower than annual budget but \$101,643 higher than prior year.
- Operating expenditures were \$2,498,357, which was 1.6% below annual budget.
- Transfers-out to the General Fund and the Electric Fund for shared service cost reimbursements were \$1,174 higher than annual budget but were \$4,766 lower than prior year.

DRAINAGE FUND

The Drainage Fund posted actual FY 2023-24 net revenues of \$135,954, compared to prior year net revenues of \$287,801 and annual budget net revenues of \$0. Highlights include:

- Progress/Valley Drive Drainage Improvements which drove expenditures higher year-over-year.
- Some revenue offsets with drainage charges running 2.2% over prior year and slightly ahead of the annual budget.

CONCLUSION

For FY 2023-24, the City experienced favorable performance in six of seven funds, with only the Wastewater Fund having unfavorable results compared to budget. After you have reviewed this financial performance report, should you have any questions or comments prior to the council meeting, please do not hesitate to contact me directly.

**CITY OF BRENHAM
GENERAL FUND 101 - BY TYPE
FINANCIALS - FY24 ACTUALS**

	FY23	FY 24	FY24 BUDGET (A)	YTD AS % BUDGET (A)
Beginning Fund Balance	6,236,861	7,812,634	7,812,634	
CURRENT REVENUES				
Ad Valorem Taxes	6,062,114	6,676,323	6,661,212	100.2%
Sales Tax	7,307,423	7,541,403	7,541,387	100.0%
Utility Franchise Taxes	2,791,071	2,770,118	2,828,402	97.9%
Other Taxes	433,684	458,736	432,113	106.2%
Licenses & Permits	373,365	457,312	401,732	113.8%
Intergovernmental	495,415	508,923	507,843	100.2%
Charges for Service	564,822	664,983	636,146	104.5%
Fines & Forfeitures	548,645	629,258	706,695	89.0%
Investment Income	320,601	471,046	470,983	100.0%
Miscellaneous	204,308	190,864	214,158	89.1%
TOTAL REVENUES	19,101,448	20,368,966	20,400,672	99.8%
OTHER FINANCING SOURCES				
Transfers In (Utilities)	2,771,770	2,771,750	2,865,059	96.7%
Transfers In (Court)	14,327	15,928	15,000	106.2%
Transfers In (GF Hot Tax)	60,000	80,000	80,000	100.0%
Transfers In (BCDC Parks & Rec)	94,784	416,000	416,000	100.0%
Transfers In (Donations)	-	60,000	60,000	100.0%
Insurance Proceeds	33,568	90,893	89,934	101.1%
Transfer In (Workers Comp)	214,822	-	-	-
TOTAL OTHER FINANCING SOURCES	3,189,271	3,434,571	3,525,993	97.4%
TOTAL REVENUES/OTHER SOURCES	22,290,719	23,803,537	23,926,665	99.5%
	FY23	FY 24	FY24 BUDGET (A)	YTD AS % BUDGET (A)
EXPENDITURES BY TYPE				
Culture/Recreation	3,454,569	3,299,153	3,376,586	97.7%
General Government	7,355,531	7,864,910	7,644,765	102.9%
Health and Welfare	599,672	804,692	731,322	110.0%
Highways/Streets	1,114,302	1,363,063	1,379,493	98.8%
Public Safety	7,599,805	8,263,763	8,554,039	96.6%
Capital Outlay	372,444	901,435	979,890	92.0%
TOTAL EXPENDITURES BY TYPE	20,496,323	22,497,016	22,666,095	99.3%
OTHER FINANCING USES				
Transfers Out (Equipment Fund)	-	950,000	950,000	100.0%
Transfers Out (PD Equip Fund)	-	160,830	160,830	100.0%
Transfers Out (Airport Grant Fund)	86,667	-	29,500	0.0%
Transfers Out (Airport Operations)	131,956	97,570	118,327	82.5%
TOTAL OTHER FINANCING USES	218,623	1,208,400	1,258,657	96.0%
TOTAL EXPENDITURES/OTHER USES	20,714,946	23,705,416	23,924,752	99.1%
NET REVENUES & EXPENDITURES	1,575,773	98,121	1,913	
FUND BALANCES - ENDING	7,812,634	7,910,755	7,814,547	-

**CITY OF BRENHAM
GENERAL FUND 101 - BY CATEGORY
FINANCIALS - FY24 ACTUALS**

	FY23	FY 24	FY24 BUDGET (A)	YTD AS % BUDGET (A)
Beginning Fund Balance	6,236,861	7,812,634	7,812,634	
CURRENT REVENUES				
Ad Valorem Taxes	6,062,114	6,676,323	6,661,212	100.2%
Sales Tax	7,307,423	7,541,403	7,541,387	100.0%
Utility Franchise Taxes	2,791,071	2,770,118	2,828,402	97.9%
Other Taxes	433,684	458,736	432,113	106.2%
Licenses & Permits	373,365	457,312	401,732	113.8%
Intergovernmental	495,415	508,923	507,843	100.2%
Charges for Service	564,822	664,983	636,146	104.5%
Fines & Forfeitures	548,645	629,258	706,695	89.0%
Investment Income	320,601	471,046	470,983	100.0%
Miscellaneous	204,308	190,864	214,158	89.1%
TOTAL REVENUES	19,101,448	20,368,966	20,400,672	99.8%
OTHER FINANCING SOURCES				
Transfers In (Utilities)	2,771,770	2,771,750	2,865,059	96.7%
Transfers In (Court)	14,327	15,928	15,000	106.2%
Transfers In (GF Hot Tax)	60,000	80,000	80,000	100.0%
Transfers In (BCDC Parks & Rec)	94,784	416,000	416,000	100.0%
Transfers In (Donations)	-	60,000	60,000	100.0%
Insurance Proceeds	33,568	90,893	89,934	101.1%
Transfer In (Workers Comp)	214,822	-	-	-
TOTAL OTHER FINANCING SOURCES	3,189,271	3,434,571	3,525,993	97.4%
TOTAL REVENUES/OTHER SOURCES	22,290,719	23,803,537	23,926,665	99.5%
	FY23	FY 24	FY24 BUDGET (A)	YTD AS % BUDGET (A)
EXPENDITURES BY CATEGORY				
Personnel	13,530,082	14,474,525	14,663,039	98.7%
Supplies	1,275,863	1,239,927	1,316,284	94.2%
Maintenance	1,060,174	1,202,700	1,107,660	108.6%
Services	3,196,319	3,331,648	3,218,935	103.5%
Capital	372,444	901,435	979,890	92.0%
Miscellaneous	1,061,441	1,346,781	1,380,287	97.6%
TOTAL EXPENDITURES BY CATEGORY	20,496,323	22,497,016	22,666,095	99.3%
OTHER FINANCING USES				
Transfers Out (Equipment Fund)	-	950,000	950,000	100.0%
Transfers Out (PD Equip Fund)	-	160,830	160,830	100.0%
Transfers Out (Airport Grant Fund)	86,667	-	29,500	0.0%
Transfers Out (Airport Operations)	131,956	97,570	118,327	82.5%
TOTAL OTHER FINANCING USES	218,623	1,208,400	1,258,657	96.0%
TOTAL EXPENDITURES/OTHER USES	20,714,946	23,705,416	23,924,752	99.1%
NET REVENUES & EXPENDITURES	1,575,773	98,121	1,913	
FUND BALANCES - ENDING	7,812,634	7,910,755	7,814,547	-

**CITY OF BRENHAM
GENERAL FUND 101 - BY DEPARTMENT
FINANCIALS - FY24 ACTUALS**

	FY23	FY 24	FY24 BUDGET (A)	YTD AS % BUDGET (A)
Beginning Fund Balance	6,236,861	7,812,634	7,812,634	
CURRENT REVENUES				
Ad Valorem Taxes	6,062,114	6,676,323	6,661,212	100.2%
Sales Tax	7,307,423	7,541,403	7,541,387	100.0%
Utility Franchise Taxes	2,791,071	2,770,118	2,828,402	97.9%
Other Taxes	433,684	458,736	432,113	106.2%
Licenses & Permits	373,365	457,312	401,732	113.8%
Intergovernmental	495,415	508,923	507,843	100.2%
Charges for Service	564,822	664,983	636,146	104.5%
Fines & Forfeitures	548,645	629,258	706,695	89.0%
Investment Income	320,601	471,046	470,983	100.0%
Miscellaneous	204,308	190,864	214,158	89.1%
TOTAL REVENUES	19,101,448	20,368,966	20,400,672	99.8%
OTHER FINANCING SOURCES				
Transfers In (Utilities)	2,771,770	2,771,750	2,865,059	96.7%
Transfers In (Court)	14,327	15,928	15,000	106.2%
Transfers In (GF Hot Tax)	60,000	80,000	80,000	100.0%
Transfers In (BCDC Parks & Rec)	94,784	416,000	416,000	100.0%
Transfers In (Donations)	-	60,000	60,000	100.0%
Insurance Proceeds	33,568	90,893	89,934	101.1%
Transfer In (Workers Comp)	214,822	-	-	-
TOTAL OTHER FINANCING SOURCES	3,189,271	3,434,571	3,525,993	97.4%
TOTAL REVENUES/OTHER SOURCES	22,290,719	23,803,537	23,926,665	99.5%
	FY23	FY 24	FY24 BUDGET (A)	YTD AS % BUDGET (A)
EXPENDITURES BY DEPARTMENT				
Dept 049 Marketing & PR	387,996	238,138	247,441	96.2%
Dept 100 Non-Dept Direct	1,159,927	1,267,143	678,205	186.8%
Dept 110 Non-Dept Misc	79,614	60,954	139,165	43.8%
Dept 121 Administration	953,032	1,003,109	1,059,440	94.7%
Dept 122 Development Services	1,086,152	1,100,188	1,174,725	93.7%
Dept 123 Human Resources	406,638	397,506	411,651	96.6%
Dept 125 Main Street	90,360	155,236	153,258	101.3%
Dept 131 Maintenance	931,394	970,659	974,231	99.6%
Dept 133 Finance	947,952	1,166,574	1,125,292	103.7%
Dept 135 Purchasing/Warehouse	329,592	345,512	406,020	85.1%
Dept 141 Streets	1,114,242	1,457,821	1,464,289	99.6%
Dept 144 Parks & Recreation	1,424,275	1,602,363	1,552,948	103.2%
Dept 146 Library	590,934	518,046	610,676	84.8%
Dept 149 Aquatics	1,065,917	1,055,431	1,079,684	97.8%
Dept 151 Police	5,321,261	5,621,081	5,795,737	97.0%
Dept 152 Fire	2,636,436	3,090,778	3,290,774	93.9%
Dept 154 Animal Services	599,672	804,692	731,322	110.0%
Dept 155 Municipal Court	399,909	409,321	432,122	94.7%
Dept 167 General Govt Services	321,613	395,244	329,734	119.9%
Dept 172 Information Technology	649,408	837,221	1,009,381	82.9%
TOTAL EXPENDITURES BY DEPT	20,496,323	22,497,016	22,666,095	99.3%
OTHER FINANCING USES				
Transfers Out (Equipment Fund)	-	950,000	950,000	100.0%
Transfers Out (PD Equip Fund)		160,830	160,830	100.0%
Transfers Out (Airport Grant Fund)	86,667	-	29,500	0.0%
Transfers Out (Airport Operations)	131,956	97,570	118,327	82.5%
TOTAL OTHER FINANCING USES	218,623	1,208,400	1,258,657	96.0%
TOTAL EXPENDITURES/OTHER USES	20,714,946	23,705,416	23,924,752	99.1%
NET REVENUES & EXPENDITURES	1,575,773	98,121	1,913	
FUND BALANCES - ENDING	7,812,634	7,910,755	7,814,547	-

CITY OF BRENHAM
ELECTRIC FUND 102 - DISTRIBUTION OPERATIONS
FINANCIALS - FY24 ACTUALS

<i>IN \$</i>	FY 23	FY 24	FY24 BUDGET (A)	YTD AS % BUDGET (A)
OPERATING REVENUES				
CHARGES FOR SERVICES	7,640,229	7,364,674	7,529,513	97.8%
TOTAL REVENUES	7,640,229	7,364,674	7,529,513	97.8%
OPERATING EXPENDITURES				
SALARIES	2,457,032	2,754,009	2,608,021	105.6%
SUPPLIES	202,078	236,046	227,178	103.9%
MAINTENANCE	100,890	142,469	201,300	70.8%
CONTRACTUAL SERVICES	460,900	519,457	508,339	102.2%
CAPITAL OUTLAY (NET BOND PROJECTS) a.	672,170	699,366	906,376	77.2%
GROSS REVENUE TAX	1,711,865	1,702,161	1,776,987	95.8%
MISCELLANEOUS	226,709	262,687	266,913	98.4%
TOTAL OPERATING EXPENDITURES	5,831,644	6,316,195	6,495,114	97.2%
OPERATING INCOME (LOSS)	1,808,585	1,048,480	1,034,399	101.4%
NONOPERATING REVENUES (EXPENDITURES)				
DEBT SERVICE:				
INT/FISCAL CHARGES (FEB BOND INT + 1/2 CHIPPER (SEP))	(61,492)	(60,062)	(60,062)	100.0%
PRINCIPAL RETIREMENT (1/2 BOND (AUG) & 1/2 CHIPPER (SEP))	(102,708)	(104,138)	(104,138)	100.0%
ISSUANCE COSTS	-	-	-	-
INTERGOVERNMENTAL	-	-	-	-
INVESTMENT INCOME (NET BOND INV INT) b.	305,982	512,182	251,080	204.0%
GAIN ON SALE OF CAPITAL ASSETS	25,633	-	-	-
MISCELLANEOUS, NET	26,769	27,457	18,838	145.8%
TOTAL NONOPERATING REVENUES (EXP)	194,184	375,439	105,718	355.1%
INCOME (LOSS) BEFORE CONTRIBUTIONS AND TRANSFERS				
	2,002,769	1,423,919	1,140,117	124.9%
TRANSFERS IN	656,817	688,761	661,480	104.1%
TRANSFERS OUT	(1,707,482)	(1,831,468)	(1,921,287)	95.3%
TOTAL TRANSFERS IN/(OUT)	(1,050,665)	(1,142,707)	(1,259,807)	90.7%
CHANGE IN NET POSITION DISTRIBUTION	952,104	281,212	(119,690)	-235.0%
WHOLESALE POWER COST (PASS-THROUGH)				
TOTAL CHARGES FOR SERVICES	17,474,530	17,897,455	18,703,936	95.7%
TOTAL PURCHASE POWER COSTS	15,669,194	16,838,110	18,702,051	90.0%
CHANGE IN NET POSITION ENERGY	1,805,336	1,059,345	1,885	56198.7%

CITY OF BRENHAM
GAS FUND 103 - DISTRIBUTION OPERATIONS
FINANCIALS - FY24 ACTUALS

<i>IN \$</i>	FY 23	FY 24	FY24 BUDGET (A)	YTD AS % BUDGET (A)
OPERATING REVENUES				
CHARGES FOR SERVICES	1,568,883	1,659,306	1,704,896	97.3%
TOTAL REVENUES	1,568,883	1,659,306	1,704,896	97.3%
OPERATING EXPENDITURES				
SALARIES	556,880	571,435	566,509	100.9%
SUPPLIES	53,463	97,115	41,725	232.8%
MAINTENANCE	23,147	18,322	43,860	41.8%
CONTRACTUAL SERVICES	66,272	46,917	49,263	95.2%
CAPITAL OUTLAY	198,039	269,823	327,991	82.3%
GROSS REVENUE TAX	232,968	205,223	200,203	102.5%
MISCELLANEOUS	25,552	18,766	25,603	73.3%
TOTAL OPERATING EXPENDITURES	1,156,320	1,227,600	1,255,154	97.8%
OPERATING INCOME (LOSS)	412,562	431,706	449,742	96.0%
NONOPERATING REVENUES (EXPENDITURES)				
DEBT SERVICE:				
INT/FISCAL CHARGES (NO DEBT)	-	-	-	-
PRINCIPAL RETIREMENT (NO DEBT)	-	-	-	-
ISSUANCE COSTS	-	-	-	-
INTERGOVERNMENTAL	-	-	-	-
INVESTMENT INCOME (NET BOND INV INT) b.	42,447	76,369	41,402	184.5%
GAIN ON SALE OF CAPITAL ASSETS	-	-	-	-
MISCELLANEOUS, NET	-	-	-	-
TOTAL NONOPERATING REVENUES (EXP)	42,447	76,369	41,402	184.5%
INCOME (LOSS) BEFORE CONTRIBUTIONS AND TRANSFERS				
	455,010	508,075	491,144	103.4%
TRANSFERS IN	5,515	-	-	-
TRANSFERS OUT	(499,969)	(547,029)	(548,094)	99.8%
TOTAL TRANSFERS IN/(OUT)	(494,454)	(547,029)	(548,094)	99.8%
CHANGE IN NET POSITION DISTRIBUTION	(39,444)	(38,954)	(56,950)	68.4%
COMMODITY COST (PASS-THROUGH)				
TOTAL CHARGES FOR SERVICES	1,832,199	1,346,220	1,218,854	110.4%
TOTAL COMMODITY COSTS	1,652,852	1,276,024	1,218,854	104.7%
CHANGE IN NET POSITION ENERGY	179,347	70,196	-	-

CITY OF BRENHAM
WATER FUND 104 - TREATMENT & DISTRIBUTION OPERATIONS
FINANCIALS - FY24 ACTUALS

<i>IN \$</i>	FY 23	FY 24	FY24 BUDGET (A)	YTD AS % BUDGET (A)
OPERATING REVENUES				
CHARGES FOR SERVICES	6,163,946	6,276,248	6,240,154	100.6%
TOTAL REVENUES	6,163,946	6,276,248	6,240,154	100.6%
OPERATING EXPENDITURES				
COST OF SALES AND SERVICES	439,992	467,556	467,556	100.0%
SALARIES	1,000,682	1,055,854	1,081,738	97.6%
SUPPLIES	1,213,491	1,201,737	1,072,351	112.1%
MAINTENANCE	212,766	260,322	265,995	97.9%
CONTRACTUAL SERVICES	523,047	451,026	474,565	95.0%
CAPITAL OUTLAY	215,752	208,724	297,064	70.3%
GROSS REVENUE TAX	418,248	425,891	421,935	100.9%
MISCELLANEOUS	29,939	37,435	23,097	162.1%
TOTAL OPERATING EXPENDITURES	4,053,916	4,108,546	4,104,301	100.1%
OPERATING INCOME (LOSS)	2,110,030	2,167,702	2,135,853	101.5%
NONOPERATING REVENUES (EXPENDITURES)				
DEBT SERVICE:				
INT/FISCAL CHARGES (FEB BOND)	(298,155)	(336,215)	(454,409)	74.0%
PRINCIPAL RETIREMENT (1/2 BOND (AUG))	(875,851)	(1,050,000)	(950,763)	110.4%
ISSUANCE COSTS	-	(76,171)	(76,171)	100.0%
INTERGOVERNMENTAL	-	-	-	-
INVESTMENT INCOME (NET BOND INV INT) b.	64,373	86,131	75,404	114.2%
GAIN/(LOSS) ON SALE OF CAPITAL ASSETS	(2,940)	-	-	-
MISCELLANEOUS, NET	73,855	82,410	77,169	106.8%
TOTAL NONOPERATING REVENUES (EXP)	(1,038,717)	(1,293,845)	(1,328,770)	97.4%
INCOME (LOSS) BEFORE CONTRIBUTIONS AND TRANSFERS	1,071,313	873,857	807,083	108.3%
TRANSFERS IN	834,079	65,900	65,900	100.0%
TRANSFERS OUT	(534,463)	(579,763)	(581,034)	99.8%
TOTAL TRANSFERS IN/(OUT)	299,616	(513,863)	(515,134)	99.8%
CHANGE IN NET POSITION DISTRIBUTION	1,370,929	359,994	291,949	123.3%

CITY OF BRENHAM
WASTEWATER FUND 105 - COLLECTION & TREATMENT OPERATIONS
FINANCIALS - FY24 ACTUALS

<i>IN \$</i>	FY 23	FY 24	FY24 BUDGET (A)	YTD AS % BUDGET (A)
OPERATING REVENUES				
CHARGES FOR SERVICES	4,063,561	4,125,975	4,200,357	98.2%
TOTAL REVENUES	4,063,561	4,125,975	4,200,357	98.2%
OPERATING EXPENDITURES				
SALARIES	758,717	938,240	891,097	105.3%
SUPPLIES	263,974	328,941	364,005	90.4%
MAINTENANCE	262,951	344,881	382,039	90.3%
CONTRACTUAL SERVICES	1,059,862	1,081,499	1,089,747	99.2%
CAPITAL OUTLAY	105,680	129,889	122,897	105.7%
GROSS REVENUE TAX	257,132	261,990	265,475	98.7%
MISCELLANEOUS	66,293	69,412	68,715	101.0%
TOTAL OPERATING EXPENDITURES	2,774,609	3,154,853	3,183,975	99.1%
OPERATING INCOME (LOSS)	1,288,952	971,122	1,016,382	95.5%
NONOPERATING REVENUES (EXPENDITURES)				
DEBT SERVICE:				
INT/FISCAL CHARGES	(119,420)	(207,497)	(316,798)	65.5%
PRINCIPAL RETIREMENT	(691,838)	(624,054)	(514,752)	121.2%
ISSUANCE COSTS	-	(84,428)	(84,428)	100.0%
INTERGOVERNMENTAL	-	-	-	-
INVESTMENT INCOME (NET BOND INV INT) b.	134,356	218,054	204,000	106.9%
GAIN ON SALE OF CAPITAL ASSETS	11,647	11,441	-	-
MISCELLANEOUS, NET	28,125	(3,593)	850	-422.7%
TOTAL NONOPERATING REVENUES (EXP)	(637,129)	(690,076)	(711,128)	97.0%
INCOME (LOSS) BEFORE CONTRIBUTIONS AND TRANSFERS				
	651,823	281,046	305,254	92.1%
TRANSFERS IN	9,012	25,297	25,297	100.0%
TRANSFERS OUT	(466,747)	(409,270)	(412,841)	99.1%
TOTAL TRANSFERS IN/(OUT)	(457,735)	(383,973)	(387,544)	99.1%
CHANGE IN NET POSITION DISTRIBUTION	194,088	(102,927)	(82,290)	125.1%

**CITY OF BRENHAM
SANITATION FUND 106
FINANCIALS - FY24 ACTUALS**

<i>IN \$</i>	FY 23	FY 24	FY24 BUDGET (A)	YTD AS % BUDGET (A)
OPERATING REVENUES				
CHARGES FOR SERVICES	2,401,511	2,506,189	2,513,331	99.7%
TOTAL REVENUES	2,401,511	2,506,189	2,513,331	99.7%
OPERATING EXPENDITURES				
SALARIES	-	-	-	-
SUPPLIES	-	-	-	-
MAINTENANCE	-	-	-	-
CONTRACTUAL SERVICES	2,440,821	2,497,905	2,536,983	98.5%
CAPITAL OUTLAY	-	-	-	-
GROSS REVENUE TAX	-	-	-	-
MISCELLANEOUS	1,131	452	957	47.2%
TOTAL OPERATING EXPENDITURES	2,441,952	2,498,357	2,537,940	98.4%
OPERATING INCOME (LOSS)	(40,442)	7,832	(24,609)	-31.8%
NONOPERATING REVENUES (EXPENDITURES)				
DEBT SERVICE:				
INT/FISCAL CHARGES (NO DEBT)	-	-	-	-
PRINCIPAL RETIREMENT (NO DEBT)	-	-	-	-
ISSUANCE COSTS	-	-	-	-
INTERGOVERNMENTAL	-	-	-	-
INVESTMENT INCOME	38,600	24,306	12	202552.3%
GAIN ON SALE OF CAPITAL ASSETS	-	-	-	-
MISCELLANEOUS, NET	138,000	138,000	144,771	95.3%
TOTAL NONOPERATING REVENUES (EXP)	176,600	162,306	144,783	112.1%
INCOME (LOSS) BEFORE CONTRIBUTIONS AND TRANSFERS	136,158	170,138	120,174	141.6%
TRANSFERS IN	-	-	-	-
TRANSFERS OUT	(1,102,575)	(283,983)	(282,809)	100.4%
TOTAL TRANSFERS IN/(OUT)	(1,102,575)	(283,983)	(282,809)	100.4%
CHANGE IN NET POSITION	(966,417)	(113,845)	(162,635)	70.0%

**CITY OF BRENHAM
DRAINAGE FUND 107
FINANCIALS - FY24 ACTUALS**

<i>IN \$</i>	FY 23	FY 24	FY24 BUDGET (A)	YTD AS % BUDGET (A)
OPERATING REVENUES				
CHARGES FOR SERVICES	693,018	708,217	698,612	101.4%
TOTAL REVENUES	693,018	708,217	698,612	101.4%
OPERATING EXPENDITURES				
SALARIES	123,091	132,742	132,939	99.9%
SUPPLIES	23,126	17,952	25,300	71.0%
MAINTENANCE	157,628	145,785	172,100	84.7%
CONTRACTUAL SERVICES	8,136	13,224	15,100	87.6%
CAPITAL OUTLAY	44,400	122,600	132,813	92.3%
GROSS REVENUE TAX	-	-	-	-
MISCELLANEOUS	3,083	3,065	-	-
TOTAL OPERATING EXPENDITURES	359,465	435,368	478,252	91.0%
OPERATING INCOME (LOSS)	333,553	272,849	220,360	123.8%
NONOPERATING REVENUES (EXPENDITURES)				
DEBT SERVICE:				
INT/FISCAL CHARGES	(4,794)	(3,454)	(4,794)	72.0%
PRINCIPAL RETIREMENT	(67,793)	(69,133)	(67,793)	102.0%
ISSUANCE COSTS	-	-	-	-
INTERGOVERNMENTAL	-	-	-	-
INVESTMENT INCOME	23,788	5,692	5,500	103.5%
GAIN ON SALE OF CAPITAL ASSETS	-	-	-	-
MISCELLANEOUS, NET	-	-	750	0.0%
TOTAL NONOPERATING REVENUES (EXP)	(48,799)	(66,895)	(66,337)	100.8%
INCOME (LOSS) BEFORE CONTRIBUTIONS AND TRANSFERS	284,754	205,954	154,023	133.7%
TRANSFERS IN	4,221	-	-	-
TRANSFERS OUT	-	(70,000)	(154,023)	45.4%
TOTAL TRANSFERS IN/(OUT)	4,221	(70,000)	(154,023)	45.4%
CHANGE IN NET POSITION	288,975	135,954	-	-



City Council Regular Meeting **AGENDA ITEM 8**

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-25-002 Authorizing the Publication of Notice of Intention to Issue Certificates of Obligation, Series 2025

Meeting Date: January 7, 2025

Department: Finance

Staff Contact: Julie Flagg, Chief Financial Officer

SUMMARY STATEMENT:

During the FY2024-25 City Council budget workshops held in May and July 2024, we discussed issuing certificates of obligation (COs) for water and wastewater system improvements and for general government capital purchases. The water and wastewater projects total \$26,760,000 and include \$22,511,000 for the water plant expansion, \$1,160,000 for main replacements in the water distribution system, and \$3,089,000 for wastewater collection and lift stations. The general government capital purchases are not to exceed \$3,100,000. The agenda item today is giving notice of the City's intention to issue Certificates of Obligation Series 2025 not to exceed \$29,860,000 for these purposes including bond issuance costs.

Jennifer Ritter, the City's financial adviser, has prepared the attached Issuance Timetable. The initial step in the financing process is to give notice of your intent to issue the certificates of obligation, and upon your approval, the notice will be published in the Brenham Banner Press and on the City's website. Ms. Ritter will handle securing the pricing and bring it back to Council for action at the March 6, 2025 meeting.

Your agenda packet includes the Resolution that gives notice of intent to issue the certificates of obligation.

ATTACHMENTS:

1. 2025 CO Timeline
2. R-25-002 - Notice of Intent Certificate of Obligation

RECOMMENDATION:

Approve Resolution No. R-25-002 authorizing the publication of Notice of Intention to Issue Certificates of Obligation, Series 2025.



City of Brenham, Texas
Summary Timetable for Issuance of
Combination Tax & Revenue
Certificates of Obligation, Series 2025

- | | |
|-----------------------------|---|
| *Thursday, January 9, 2025* | • City Council adopts a resolution directing publication of notice of the City's intention to issues Certificates of Obligation (COs). |
| Tuesday, January 14, 2025 | • First publication of notice of the City's intention to issue COs (must be at least 46 days prior to date of award by statute.) Bond counsel to coordinate with City Secretary. Notice must also be published on City website. |
| Tuesday, January 21, 2025 | • Second publication of notice of the City's intention to issue COs. |
| Week of February 2, 2025 | • Rating agency call with City. |
| Monday, February 24, 2025 | • Ratings are received. |
| Tuesday, February 25, 2025 | • Preliminary Official Statement is electronically distributed by financial advisor. |
| *Thursday, March 6, 2025* | • COs are priced by financial advisor through competitive sale. |
| | • Award. COs are awarded by City Council to winning underwriter(s). |
| Tuesday, April 1, 2025 | • Closing. COs are delivered and proceeds received by City. |

* Requires Official Council Meeting.

RESOLUTION NO. R-25-002

A RESOLUTION AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, the City Council of the City of Brenham, Texas (the “City”), deems it advisable to issue certificates of obligation (the “Certificates”) of the City in accordance with the notice hereinafter set forth;

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

Section 1. The findings, definitions and recitations set out in the preamble to this resolution are found to be true and correct and are hereby adopted by City Council and made a part hereof for all purposes.

Section 2. The City Secretary is hereby authorized and directed to cause to be published in the manner required by law and in substantially the form attached hereto as Exhibit A, a notice of the City’s intention to issue the Certificates (the “Notice”).

Section 3. The Notice shall be published once a week for two (2) consecutive weeks in a newspaper which is of general circulation in the City, the date of the first publication to be at least forty-six (46) days before the date tentatively set in the Notice for the passage of the ordinance authorizing the issuance of the Certificates. In addition, the Notice shall be posted continuously on the City’s website for at least forty-five (45) days before the date tentatively set in the Notice for the passage of the ordinance authorizing the issuance of the Certificates.

Section 4. For the purposes of the Notice, the City hereby designates as self-supporting those public securities listed in the attached Exhibit B, the debt service on which the City currently pays from sources other than ad valorem tax collections. The City plans to continue to pay these public securities based on this practice; however, there is no guarantee this practice will continue in future years.

Section 5. The City Manager, Chief Financial Officer, Director of Finance and all other appropriate officials of the City, the City’s financial advisor, Specialized Public Finance, Inc., and bond counsel, Bracewell LLP, are authorized and directed to proceed with the preparation of all necessary documents and to make all necessary arrangements for the authorization and sale of the Certificates at a future meeting of the City Council of the City.

Section 6. The Mayor, City Manager, Chief Financial Officer, Director of Finance, City Secretary, and all other officers and agents of the City are hereby authorized and directed to do any and all things necessary or desirable to carry out the provisions of this resolution.

Section 7. This resolution shall take effect immediately from and after its passage by the City Council of the City.

PASSED AND APPROVED this 7th day of January, 2025.

Atwood C. Kenjura, Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC, City Secretary

Signature Page to Resolution

EXHIBIT A

NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that the City Council of the City of Brenham, Texas (the “City”), will meet at 200 W. Vulcan, Brenham, Texas at 1:00 p.m. on the 6th day of March, 2025, which is the time and place tentatively set for the passage of an ordinance and such other action as may be deemed necessary to authorize the issuance of the City’s certificates of obligation (the “Certificates”), in the maximum aggregate principal amount not to exceed TWENTY-NINE MILLION EIGHT HUNDRED SIXTY DOLLARS (\$29,860,000), payable from ad valorem taxes and from a limited pledge of certain surplus revenues of the City’s combined utility system in an amount not to exceed \$1,000, bearing interest at any rate or rates not to exceed the maximum interest rate authorized by law, as shall be determined within the discretion of the City Council of the City at the time of issuance of the Certificates, and maturing over a period not to exceed forty (40) years from the date of issuance, for the purposes of evidencing the indebtedness of the City for all or any part of the costs associated with the (1) construction, acquisition and improvement of the City’s waterworks system and facilities, including in each case the acquisition of land and rights-of-way in connection therewith; (2) construction, acquisition and improvement of the City’s sanitary sewer system and facilities, including in each case the acquisition of land and rights-of-way in connection therewith; (3) improvements to existing City public safety buildings and facilities, and City administration buildings and facilities; (4) acquisition of vehicles, heavy equipment and equipment for City police, fire, street improvement and maintenance, parks and recreation, building and development, maintenance and administrative purposes; and (5) professional services incurred in connection with items (1) through (4), and to pay the costs incurred in connection with the issuance of the Certificates. The estimated combined principal and interest required to pay the Certificates on time and in full is \$47,648,977.78. Such estimate is provided for illustrative purposes only, and is based on an assumed interest rate of 5.00%. Market conditions affecting interest rates vary based on a number of factors beyond the control of the City, and the City cannot and does not guarantee a particular interest rate associated with the Certificates. As of the date of this notice, the aggregate principal amount outstanding of tax-supported debt obligations of the City (excluding public securities secured by an ad valorem tax but designated by the City as self-supporting in a resolution adopted by City Council on January 7, 2025, which resolution is available from the City upon request) is \$23,390,516, and based on the City’s expectations, as of the date of this notice the combined principal and interest required to pay all of the outstanding tax-supported debt obligations of the City (excluding public securities secured by an ad valorem tax but designated by the City as self-supporting) on time and in full is \$29,770,744.46.

WITNESS MY HAND, this 7th day of January, 2025.

Jeana Bellinger, TRMC, CMC City
Secretary
City of Brenham, Texas

EXHIBIT B

SELF-SUPPORTING DEBT

**Principal Amount
Designated as Self
Supporting**

Series Designation

\$21,434,484

Series 2016 General Obligation Refunding Bonds, Series 2024
Certificates of Obligation and portions of Series 2016, 2017, 2019, 2020
and 2022 Certificates of Obligation



City Council Regular Meeting **AGENDA ITEM 9**

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-25-003 Authorizing the Acceptance of a Grant through the Office of the Governor (OOG), Public Safety Office, Body-Worn Camera Grant Program, FY2025

Meeting Date: January 7, 2025

Department: Police

Staff Contact: Steven Eilert, Police Lieutenant

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, Body-Worn Camera Grant Program, FY2025, for the purchase of V700 Body Worn Cameras. The City has been notified of the award of Grant No. 5077001 in the amount of \$56,613.75. This resolution provided for Council's consideration is for acceptance of the award. Since the initial grant application in February 2024, the Office of the Governor made an administrative change to the number of body cameras from (40) forty to (38) thirty-eight. The reason for the change was due to the decline in the number of sworn officers employed at the time of the grant application, which was (40) forty.

ATTACHMENTS:

1. R-25-003 - Grant Acceptance - Body Camera

RECOMMENDATION:

Approve Resolution No. R-25-003 authorizing the acceptance of a grant through the Office of the Governor (OOG), Public Safety Office, the Body-Worn Camera Grant Program, FY2025.

RESOLUTION NO. R-25-003

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, BODY-WORN CAMERA GRANT PROGRAM, FY 2025, 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 the 1st day of February 2024, the City Council of the City of Brenham enacted Resolution No. R-24-005, authorizing City staff to prepare and submit a grant application to the Office of the Governor, Public Safety Office, Body-Worn Camera Grant Program, FY 2025; and

WHEREAS, the City of Brenham has been notified of the award of Grant No. 5077001 in the amount of \$56,613.75 for the one-time purchase of thirty-eight (38) AXON Body-Worn Cameras; and

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

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

- 1 The City of Brenham hereby accepts of Grant No. 5077001 in the amount of \$56,613.75 from the Office of the Governor, Public Safety Office, Body-Worn Camera Program, FY 2025.
- 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 Body-Worn Camera 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 January 2025.

ATTEST:

Atwood C. Kenjura
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary



City Council Regular Meeting **AGENDA ITEM 10**

Agenda Item: Discuss and Possibly Act Upon an Interlocal Agreement Between the City of Brenham, Brenham Independent School District (BISD) and Blinn College for the May 3, 2025 General Election and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: January 7, 2025

Department: Administration

Staff Contact: Jeana Bellinger, City Secretary

SUMMARY STATEMENT:

As in previous years, the City, BISD and Blinn all contract with Washington County for election services and equipment. This Interlocal Agreement addresses various election related services and outlines what each entity will be responsible for during the May 3, 2023 General Election.

This Agreement is consistent with the terms outlined in the City's Election Services Agreement with Washington County that is also being considered on this agenda. Please note that both BISD and Blinn have their own individual agreements with the County. This Agreement will automatically terminate if either party cancels their election.

ATTACHMENTS:

1. ILA with Blinn and BISD

RECOMMENDATION:

Approve an Interlocal Agreement between the City of Brenham, Brenham Independent School District (BISD) and Blinn College for the May 3, 2025 General Election and authorize the Mayor to execute any necessary documentation.

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF BRENHAM,
BRENHAM INDEPENDENT SCHOOL DISTRICT, AND
BLINN COLLEGE FOR THE MAY 3, 2025 ELECTIONS**

THIS AGREEMENT made this _____ day of _____, 20____, by and between the City of Brenham, hereinafter referred to as “City,” the Brenham Independent School District, hereinafter referred to as “BISD,” and Blinn College, hereinafter referred to as “Blinn,” is for the conduct of early voting by personal appearance to be held at a common location, the conduct of election day, and all other election related functions for the May 3, 2025 elections for the City of Brenham, Texas General Election, the Brenham Independent School District Board of Trustees Election, and the Blinn College Board of Trustees Election.

THIS AGREEMENT is effective upon the approval by the governing bodies of all parties and the execution of this Agreement by all parties.

IN CONSIDERATION of the premises and mutual promises and obligations herein set forth, it is agreed:

1. With regard to conducting the City’s election, the City Secretary, or designee, will be responsible for the preparation, translation, adoption and publication of all required election orders, resolutions, notices, ballots and any other pertinent documents as required by applicable law, including without limitation the City of Brenham Charter and the Texas Election Code.
2. With regard to conducting BISD’s election, the BISD Superintendent, or designee, will be responsible for the preparation, translation, adoption and publication of all required election orders, resolutions, notices, ballots and any other pertinent documents as required by applicable law, including without limitation the Texas Education Code and the Texas Election Code.
3. With regard to conducting Blinn’s election, the Chancellor, or designee, will be responsible for the preparation, translation, adoption and publication of all required election orders, resolutions, notices, ballots and any other pertinent documents as required by applicable law, including without limitation the Texas Education Code and the Texas Election Code.
4. Early voting by personal appearance for the City, BISD and Blinn shall be held at a common location in the Washington County Courthouse Annex Building located at 100 S. Park Street, Brenham, Washington County, Texas.

5. Early voting by personal appearance shall begin on Monday, April 21, 2025 and shall end on Tuesday, April 29, 2025, from 8:00 a.m. to 5:00 p.m. each weekday.
6. Each entity shall name Carol Jackson, Washington County Elections and Voter Registrar, and Janet Daniel, Elections Administrator Clerk, as Deputy Early Voting Clerks to conduct or assist with Early Voting as required for their respective election and as provided in each party's Election Services Contract with Washington County.
7. All applications for mail ballots shall be delivered to the Washington County Elections Office at 100 E. Main St., Suite 105, Brenham, TX 77833 for processing in accordance with applicable election laws.
8. All ballots and ballot related supplies for early voting and Election Day will be procured by Washington County, as provided in each party's Election Services Contract with Washington County.
9. All election equipment will be provided for each party by Washington County, as outlined in each party's respective Election Services Contract with Washington County. Washington County will also arrange for and publish in the local newspaper timely notice of the public test of all electronic voting equipment.
10. Each party shall be responsible for its own shared expenses related to any electronic voting equipment leased from Washington County.
11. All election judges and clerks will be provided for by Washington County, as outlined in each party's respective Election Services Contract with Washington County. Washington County will also provide the necessary training for all election personnel.
12. This Agreement is binding on a party hereto only if the party holds an election on May 3, 2025. Should a party cancel its election, then this Agreement will automatically terminate with respect to the cancelling party and cease to be enforceable against or binding on said cancelling party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the _____ day of _____, 20____.

CITY OF BRENHAM, TEXAS

Atwood C. Kenjura, Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

BRENHAM INDEPENDENT SCHOOL DISTRICT

Clay Gillentine, Superintendent

ATTEST:

Printed Name: _____
Title: _____

BLINN COLLEGE

Dr. Mary Hensley, Chancellor

ATTEST:

Printed Name: _____
Title: _____



City Council Regular Meeting **AGENDA ITEM 11**

Agenda Item: **Discuss and Possibly Act Upon an Election Services Contract Between the City of Brenham, Washington County, and Carol Jackson, County Election Officer of Washington County, Texas Related to the May 3, 2025 Election and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Date: January 7, 2025

Department: Administration

Staff Contact: Jeana Bellinger, City Secretary

SUMMARY STATEMENT:

As in years past, the City will be contracting with Washington County to provide various election services and election equipment for the May 3, 2025 General Election and Special Election. This Election Services Agreement defines what each entity will be responsible for during the Election.

The Elections Officer, Carol Jackson, and/or Washington County will be responsible for:

- Providing all the electronic election equipment and the required programming of the equipment.
 - The rental rate of the equipment will be \$150.00 per machine for the first day of Early Voting
 - \$75.00 per machine for each additional day of Early Voting
 - \$150.00 per machine on Election Day.
- Securing the Early Voting polling location – Washington County Annex Building, 100 S. Park St.
- Ordering the ballots and providing all other election-related forms.
- Providing all the required signage for the polls during Early Voting and on Election Day.
- Providing publications and notices required for the public testing of the election equipment.
- Hiring and training all the election workers.
- Processing all applications for mail ballots and providing weekly updates to the City Secretary.

The City Secretary's Office will be responsible for:

- Accepting all candidate applications for a place on the ballot and corresponding campaign finance reports.
- Posting/publishing all election notices.
- Ordering the election.
- Preparing the ballot language.
- Conducting the drawing for a place on the ballot.
- Reserving Election Day polling locations: Nancy Carol Roberts Memorial Library, Washington County Event Center, Brenham VFW Hall, and Blinn Junior College Student Center.
- Paying all election workers directly upon completion of their duties at the following rates:
 - Election Clerk: \$13.00 per hour
 - Alternate Judge: \$15.00 per hour
 - Election Judge: \$17.00 per hour

- Election Judge and Alternate Judge will receive an additional \$12.50 for delivering ballots and election supplies to Courthouse after polls close on election day.
- Maintaining the required office hours during Early Voting and Election Day.

The contract is still being reviewed by the County so staff recommends the City Council approve the election services contract contingent upon its final review and approval by the City Attorney.

ATTACHMENTS:

1. 2025 County Election Contract - DRAFT

RECOMMENDATION:

Approve an Election Services Contract between the City of Brenham, Washington County, and Carol Jackson, County Election Officer of Washington County, Texas related to the May 3, 2025 Election, as approved in final form by the City Attorney, and authorize the Mayor to execute any necessary documentation.

**ELECTION SERVICES CONTRACT BETWEEN THE
CITY OF BRENHAM, TEXAS, WASHINGTON COUNTY, TEXAS, AND
CAROL JACKSON, COUNTY ELECTION OFFICER OF WASHINGTON
COUNTY, TEXAS FOR THE MAY 3, 2025 ELECTION**

THE STATE OF TEXAS

COUNTY OF WASHINGTON

This Election Services Contract is made the _____ day of _____, 20____, and is entered into by and between the City of Brenham, hereinafter referred to as “City”, Washington County, Texas, hereinafter referred to as “County”, and Carol Jackson, County Election Officer of Washington County, Texas, hereinafter referred to as “Contracting Officer”, under the authority of Section 31.092 of the Election Code and relating to the conduct and supervision of the City’s May 3, 2025 General Election; any Special Election ordered by the City Council to take place on May 3, 2025; and any runoff election related to the City’s May 3, 2025 General Election or Special Election that is required to be held in the event a candidate does not receive a majority of all votes cast in the May 3, 2025 election for the City of Brenham (hereinafter referred to as the Election), if an election is held, and is based upon the following terms and conditions, to wit:

PURPOSE OF AGREEMENT AND AUTHORITY:

The County and the City have determined that it is in the public interest and the best use of available resources that this Election Services Contract be made and entered into wherein:

Section 1: As authorized by Section 123.032 of the Texas Election Code, the County shall:

- Lease two (2) Automated Electronic Voting System to the City to be used for Early Voting; and
- Lease one (1) Automated Electronic Voting System to the City for each polling place on Election Day.

The rental period for the Automated Electronic Voting Systems shall commence on April 21, 2025 and include any and all legally required days for Early Voting and shall terminate upon the completion of the May 3, 2025 Election.

Section 2: The County shall secure and reserve the Washington County Annex Building located at 100 S. Park Street, and allow the City to conduct Early Voting by personal appearance at said location as follows:

Early Voting by personal appearance each weekday from 8:00 a.m. to 5:00 p.m., shall begin on Monday, April 21, 2025 and shall end on Tuesday, April 29, 2025.

Section 3: The City shall secure and reserve all of the Election Day polling places as shown on the attached “Exhibit A”.

Section 4: The County, the Contracting Officer and the City agree to name Janet Daniel, Washington County Elections Administrator Clerk, the Deputy Early Voting Clerk. The City shall reimburse the County for any overtime compensation paid to Ms. Daniel by the County for City election preparation, Early Voting hours before 8:00 a.m. and after 5:00 p.m. and working on May 3, 2025 election day. The Contracting Officer will provide documentation of overtime hours worked by Ms. Daniel on City election matters. In the event Brenham Independent School District and/or Blinn College have an election on the same day, the cost for any overtime compensation paid to Ms. Daniel will be shared equally by all entities having an election on May 3, 2025.

Section 5: The Election Day Judges and Alternate Judges will personally deliver ballot boxes containing voted ballots, supplies and voting equipment to the Washington County Courthouse on election night after the polls close.

Section 6: The Contracting Officer will arrange for and train all election workers for Early Voting and Election Day.

RENTAL

The City shall pay the County the following rates for use of the Automated Electronic Voting System equipment: \$150.00 per machine for the first day of Early Voting; \$75.00 per machine for each additional day of Early Voting; and \$150.00 per machine on Election Day.

In the event Brenham Independent School District or Blinn College have an election on the same day, the rental cost for the Automated Electronic Voting System equipment shall be shared equally by all entities having an election on May 3, 2025.

USE

The Automated Electronic Voting System equipment and supplies shall be used carefully and properly. The City shall comply with the Contracting Officers’s instructions, as well as any instructions provided by the Manufacturer, as to the use and operation of said equipment and any laws, ordinances, and regulations relating to the possession, use and maintenance of the equipment and limit its use only for the purposes of holding the Election described herein.

DUTIES AND SERVICES OF THE CONTRACTING OFFICER:

1. Assist in providing general overall supervision of the Election and provide advisory services in connection with the decisions to be made and actions to be taken by the officers of the City responsible for holding the Election.
2. Order the required testing materials, submit the ballot order, and arrange for programming of the ballot(s) into the Automated Electronic Voting System equipment with ES&S (Election Systems & Software).

3. Provide and prepare electronic pollbooks by ordering Pollbook Coding with the Official List of Registered Voters to conduct the Election within the boundaries of the city limits of the city.
4. Publish notice of the date, time, and place for testing the electronic tabulating equipment and conduct such testing as required by law.
5. Procure, prepare, and distribute election supplies and equipment. Transport equipment to and from the polling places.
6. Supervise all Early Voting and Election Day activities.
7. Provide information services for voters and election officers during Early Voting and on Election Day.
8. Provide notice of the date, time, and place of election training for all judges and clerks.
9. Reserve and arrange for the use of the Early Voting Polling Place.
10. Provide "Vote Here", "Reserved for Voter" parking signs and all handicapped signage, as needed.
11. Provide the Clerks for Early Voting, Judge(s), Alternate(s) and Clerks of the Early Voting Ballot Board, Election Judge(s), Alternate Judge(s), Clerks, and Tabulation Supervisor and Manager of the Central Counting Station using the procedures outlined in the election law.
12. Arrange for the use of a Central Counting Station, tabulating personnel and equipment needed at the Central Counting Station and assist in the preparation of programs and test materials for the tabulation of ballots used with electronic voting equipment.
13. Supervise the Deputy Early Voting Clerk's receipt and processing of all applications for mail ballots in accordance with applicable election laws, as received in the Washington County Elections Office. The Contracting Officer shall keep the City Secretary updated weekly on the number of applications received and processed.
14. Supervise the handling and disposition of election returns, voted ballots, unofficial and official results, and assist in preparing the tabulation for the official canvass. After all Wards are counted, the Central Counting Station Judge will prepare the Unofficial Reconciliation Report.

DUTIES AND SERVICES OF THE CITY:

1. Determine and establish the Wards for their respective election.
2. Prepare all election orders, resolutions, notices and other pertinent documents for adoption and execution by the City Council. Take all actions required by law for calling the Election, canvassing the returns, and declaring the results.
3. Prepare and publish required election notices in the newspaper and on the City's website.
4. Deliver to the Contracting Officer as soon as possible, but not later than sixty (60) days before the Election, each candidate's name and/or propositions to be portioned on the ballot with the exact form and spelling to be used.

5. Provide, by e-mail, all items required to be posted on Washington County's website related to the City's election as least five (5) days before the required deadline.
6. Agree to the preparation and use of a single ballot, at each polling location described herein, for all entities participating in the May 3, 2025 election.
7. Pay directly to ES&S (Election Systems & Software) all ballot costs and associated programming. The City shall pay directly to the vendor all costs incurred in relation to the election which may include, but not be limited to, programming, ballots, election supplies, and testing materials.
8. Pay all election workers directly and according to the compensation forms submitted and approved by the Contracting Officer upon their completion of election services. The election workers shall be paid at the following rates:
 - (a) Election Clerk: \$13.00 per hour
 - (b) Alternate Judge: \$15.00 per hour
 - (c) Election Judge: \$17.00 per hour
 - (d) The Election Judge and the Alternate Judge will each receive an additional \$12.50 for delivering ballots and election supplies to the Courthouse after the polls close on election day.
9. At the conclusion of said Election the Contracting Officer shall submit an itemized invoice to the City for payment of the City's share of election costs. In accordance with Section 31.100(d) of the Election Code, the County shall also include in the itemized invoice an administrative fee of not more than ten percent (10%) of the total cost of the City's election, payable to Washington County pursuant to this Contract.
10. Pay any additional costs incurred by the County if a recount for said Election is required, a runoff or second Election is required, or the Election is contested in any manner.

INSPECTION:

At all times during the Election, the Contracting Officer shall have the right to enter any polling location or other premises where Election activities are being held for the purposes of inspecting the voting system equipment and/or to observe its use.

INDEMNITY:

To the extent allowed by law, the City shall indemnify the County against and hold the County harmless from, all claims, actions, proceedings, costs, damages, and liabilities, including attorney's fees, arising out of, connected with, or resulting from the City's use of the County-owned equipment that is the subject of this Contract, including without limitation the selection, delivery, possession, use, operation, or return of the equipment.

DEFAULT:

Noncompliance with any part of this Contract, after ten (10) days written notice of the default to the non-defaulting party, may result in termination of this Contract. Upon occurrence of a default, the County may, after ten (10) days written notice to the City and opportunity to cure the default, take possession of the County-owned equipment if the default is not cured within said ten (10) day period.

POST ELECTION:

The Contracting Officer shall be the general custodian for all voted ballots, unused ballots, and other election records used in the May 3, 2025 election. Election results and candidate applications for the City shall remain with the City Secretary.

GENERAL CONDITIONS:

Nothing contained in this Contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the election is to be filed, the place at which any function is to be carried out, the officers who conduct the official canvass of the election returns, the officer to serve as custodian of the voted ballots or any other election records, or any other non-transferable functions specified by §31.096, Texas Election Code, as amended.

The Contracting Officer shall file copies of this Contract with the County Treasurer and the County Auditor of Washington County, Texas.

Nothing contained in this Contract shall be construed to interfere with an election to be conducted in Washington County, Texas.

This Contract cannot be assigned, nor may the election equipment be subleased without the written consent of each party. Ownership of the election equipment that is the subject of this Contract is and shall at all times remain the sole property of the County, and the City shall not have a right, title, or interest in said equipment.

This Contract is binding on each party only if the City holds an Election on May 3, 2025. Should the City cancel the May 3, 2025 Election, then this Contract will cease to be enforceable and binding on either party. This contract shall be applicable to: (1) the City's May 3, 2025 General Election; (2) any Special Election ordered by the City Council to take place on May 3, 2025; and (3) any runoff election related to the City's May 3, 2025 General Election or Special Election that is required to be held in the event a candidate does not receive a majority of all votes cast in the Election. The terms "Early Voting" and "Election Day" will be interpreted to mean the early voting period and day of the election for the May 3, 2025 Election, as well as any runoff election related thereto. The City Secretary, in consultation with the Contracting Officer shall determine the dates for the early voting period and the day of the election for any runoff election.

APPLICABLE LAW:

This Contract shall be governed by and construed under the laws of the State of Texas.

CITY OF BRENHAM

Dated this _____ day of _____, 20____.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

WASHINGTON COUNTY, TEXAS

Dated this _____ day of _____, 20____.

Carol Jackson, REO, EA
Elections Administrator

ATTEST:

Printed Name: _____

Title: _____

Exhibit “A”

Ward 1:	Nancy Carol Roberts Memorial Library 100 W. Martin Luther King, Jr. Pkwy. Brenham, Texas
Ward 2:	Washington County Event Center 1305 E. Blue Bell Road Brenham, Texas
Ward 3:	Brenham VFW Hall 1200 E. Tom Green Street Brenham, Texas
Ward 4:	Blinn Junior College Student Center 1007 Walter Schwartz Way Brenham, Texas



City Council Regular Meeting **AGENDA ITEM 12**

Agenda Item: Discuss and Possibly Act Upon a Memorandum of Understanding Between the City of Brenham and AMG Technology Investment Group, LLC dba Nextlink Internet Related to Nextlink Conduit/Fiber Installation and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: January 7, 2025

Department: Public Utilities

Staff Contact: William Bisette, General Manager of Public Utilities

SUMMARY STATEMENT:

The City of Brenham will be working with Nextlink to locate existing utilities (water, wastewater, gas, and electric) for Nextlink to install conduit and fiber along the City of Brenham Right of Way within 2' of property lines through out the City for the next 18 to 36 months. Jared Beckendorf will be acting as the project coordinator and City of Brenham contact between Nextlink and all City staff. Nextlink will start with three crews and if they maintain no breaks over a one-month period will be allowed to increase the crew volume to five crews. Nextlink will not be allowed to bore, dig, or trench on weekends and will follow the same work hours as the utilities departments. Nextlink will be responsible for all utility taps damaged from the main line to a customer's home and for any damage to main lines that are hit within 24" of the City of Brenham locate. Nextlink is providing \$5,000 per month for one staff member to assist the Water/Wastewater Department with the existing workload while working with Nextlink throughout the project and will also provide the City of Brenham with a \$50,000 non-refundable deposit to assist with cost for damages due to Nextlink crews. In addition, Nextlink is required to pothole all utility (water, wastewater, gas, and electric) mains when crossing them to verify their location and depth.

ATTACHMENTS:

1. Memorandum of Understanding

RECOMMENDATION:

Approve a Memorandum of Understanding between the City of Brenham and AMG Technology Investment Group, LLC dba Nextlink Internet related to Nextlink Conduit/Fiber Installation and authorize the Mayor to execute any necessary documentation.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF BRENHAM, TEXAS
AND
NEXTLINK INTERNET**

Re: Nextlink Conduit/Fiber Installation in the City of Brenham

This MEMORANDUM OF UNDERSTANDING (“MOU”), executed this ___9th___ day of ___January___, 2025 (“Effective Date”) by and between the CITY OF BRENHAM, a Texas home-rule municipal corporation (the “City”), and AMG TECHNOLOGY INVESTMENT GROUP, LLC, a Texas limited liability company d/b/a NEXTLINK INTERNET (“Nextlink”), a Texas limited liability company, will serve to establish the terms and conditions under which the two parties (collectively “Parties” and each individually a “Party”) will execute their respective obligations and responsibilities during Nextlink’s conduit/fiber project in and around the City of Brenham (“Project”).

1. PURPOSE

The Parties to this MOU desire to coordinate their efforts and articulate their respective roles and responsibilities assumed by the above-mentioned Parties in the Project. However, the Parties understand and agree that this MOU does not limit any rights or responsibilities of the Parties under State of Texas and City law and regulations except as otherwise provided in this MOU. This MOU will terminate upon Nextlink’s notice in writing to the City that it is complete with its conduit/fiber project in and around the City of Brenham. Such time period is currently anticipated to be approximately eighteen (18) months from initiation of field construction.

2. INDEMNIFICATION

NEXTLINK SHALL INDEMNIFY AND HOLD THE CITY AND ITS OFFICERS AND EMPLOYEES HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS, LIENS, LOSSES, EXPENSES, FEES (INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS OF DEFENSE), PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY, AND SUITS OF ANY KIND AND NATURE, INCLUDING PERSONAL OR BODILY INJURY (INCLUDING DEATH), PROPERTY DAMAGE, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT THAT IS FOUND BY A COURT OF COMPETENT JURISDICTION TO BE CAUSED SOLELY BY THE NEGLIGENT ACT, ERROR, OR OMISSION OF NEXTLINK, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, AFFILIATE, OR SUBCONTRACTOR OF NEXTLINK, OR ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS, OR REPRESENTATIVES, WHILE INSTALLING, REPAIRING, OR MAINTAINING FACILITIES IN A PUBLIC RIGHT-OF-WAY. THIS INDEMNIFICATION DOES NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OF THE CITY, ITS OFFICERS,

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EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS. IF NEXTLINK AND THE CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER STATE LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER STATE LAW.

3. COMMITMENT TO SAFETY AND COORDINATION

The Parties understand and agree that strikes to utility lines can cause threats to the public health and safety, and that a high level of coordination is necessary between the Parties to ensure safe work in City right-of-way (“ROW”). Nextlink shall hang door hangers 7 days prior to digging/boring along property lines on each property owner’s door notifying the landowner of Nextlink’s intentions and contact information.

4. COMPLIANCE WITH UNIFORM RIGHT-OF-WAY MANAGEMENT ORDINANCE

Nextlink and its agents, officers, directors, representatives, employees, affiliates, contractors, and subcontractors, and their respective officers, agents, employees, directors, or representatives, shall comply with the City of Brenham’s right-of-way management ordinances, Public Infrastructure Design Manual, and other applicable ordinances, regulations and policies when performing any conduit/fiber facilities installation in the City of Brenham.

5. WORK PLAN COMMUNICATION

Nextlink shall provide to the City Public Utilities Department Nextlink’s daily bore plans on a three-day (3-day) or weekly basis. Such plans shall include contact information for each working crew. Nextlink shall provide a weekly form identifying the proposed crew makeup, work locations for the week, task being performed, crews or crew members who will be leaving for some extended time period and the contact person for each crew to the City contact person listed below in Section 6 of this MOU.

6. CONTACT INFORMATION

The following persons are designated as each Party’s contact person, who is to serve as a Party’s primary point of contact with the other Party or in emergencies. Emergencies affecting City infrastructure shall be reported to the Public Utilities Dispatch at 979-337-7400 as shown below.

CITY

Name: Jared Beckendorf
Title: Project Coordinator
Telephone: 979-337-7530
Email: jbeckendorf@cityofbrenham.org
Mail: P.O. Box 1059, Brenham TX 77834

NEXTLINK

Name: Jason Harrington
Title: Director of Fiber Construction
Telephone: (615) 479-4507
Email: jharrington@team.nxlink.com
Mail: 95 Parker Oaks Ln, Hudson Oaks, TX 76087

In addition to this contact information, Nextlink shall ensure that Nextlink's contractors and/or subcontractors also provide to the City contact persons for each particular excavation crew and/or site. Nextlink shall also provide to the City the name(s) and contact information of Nextlink's on-call contractor(s) as required in Section 13 of this MOU. Nextlink Contractors shall report their work location to the City Public Utilities Dispatch at 979-337-7400 daily and anytime the contractor moves from its reported location.

Contact information can be changed at any time by one Party sending written notification to the other Party.

7. WORK HOURS

Except for emergencies threatening the public health and safety, Nextlink's working hours on conduit/fiber project facilities installation shall be the same hours as City utility crew hours, currently 7:00 a.m. to 4:00 p.m. (May through August) and 8:00 a.m. to 5:00 p.m. (September through April). Nextlink shall not work on weekends, or any City recognized holidays except where no excavation/boring is being done that could cause damage to City infrastructure.

8. PERMITTED CREW VOLUME

In order to facilitate safe installation of facilities in City ROW by Nextlink crews, the Parties agree that Nextlink shall have no more than three (3) active Nextlink boring crews working per each one (1) City water utility repair crew. For the avoidance of doubt "Nextlink boring crews" includes any contractors or subcontractors installing Nextlink facilities.

The City has only one (1) water utility repair crew, should this number change Nextlink shall be notified using the communication method described by Section 6 of this MOU.

The Parties agree that if Nextlink boring crews have had no utility strikes or other damage in one (1) month, Nextlink may increase active boring crews to five (5) active Nextlink boring crews per each one (1) City water utility repair crew after written approval and at the sole discretion of the City. This may not be allowed should other contractors be working within the City at that time.

The City may modify the allowed number of crews working for Nextlink for any reason. An example of this would be when another communication company is permitted to work within the City during the time Nextlink crews are working within the City.

9. THIRD-PARTY ASSISTANCE

The Parties understand and agree that due to the limited resources available to the City for review and marking of locate sites, review and approval of plans, and construction inspection, from time to time Nextlink may provide to the City by donation third-party review services and materials for certain locate, plan review, and construction inspection functions. Such donations must be accepted by the City Council of the City of Brenham in accordance with the City's policies regarding the acceptance of donations, must be performed in a good and workmanlike manner and subject to all applicable law, and any third parties performing work on behalf of Nextlink must

indemnify the City from liability to the same extent Nextlink indemnifies the City. All materials shall be approved by the City when used for repairs on City-owned utilities by a Nextlink third-party contractor.

10. UTILITY SPACING

Whenever possible, Nextlink shall install its facilities within two feet (2') of City ROW edge and maintain National Electrical Safety Code ("NESC") and City Public Infrastructure Design Manual separation requirements from existing utilities. Nextlink shall install the fiber main with a minimum of 48" ground cover unless a shallower depth is approved by the City in writing. However, in no circumstances shall Nextlink install its facilities closer than two feet (2') horizontally or two feet (2') vertically from existing utilities. Services will be installed at a depth of 48" within the City right of way.

11. LOCATE PROCEDURES & PLAN

Under the authority of 16 T.A.C. §§ 18.3 and 18.9, and the police power authority granted to the City under Tex. Loc. Gov't Code Sec. 283.056, the Parties agree to the protocols and procedure applicable to excavation sites when the City is the operator, both within and outside of City limits, as detailed in **Exhibit A**, which is attached hereto and incorporated herein for all purposes.

12. LOCATE SUBSIDY

Nextlink will provide a \$5,000.00 monthly subsidy payment to assist with City expenses incurred related to utility locate requirements. The monthly subsidy will initiate beginning the first calendar month before Nextlink initiates field construction to allow for training time and continue until Nextlink notifies the City that it no longer requires any material locate services. Such time period is currently anticipated to be approximately eighteen (18) months from initiation of field construction.

13. CONTRACTOR(S) ON CALL

Nextlink agrees that it shall secure the on-call services of a minimum of one (1) licensed contractor approved by the City with a place of business in the City limits or within ten (10) miles of the City limits. The contractor on call must have the ability and qualifications to promptly repair gas, water, and sewer lines in accordance with adopted building and plumbing codes. Additional contractors would be acceptable to cover the three different utilities as long as they are approved by the City. The gas contractor(s) shall be Operator Qualified (OQ) to work on any gas lines within the City. Nextlink shall immediately contact the contractor to perform necessary repairs to line strikes located on private property, owned by the property owner, or is considered a single tap from the main serving the customer owned property as described in EXHIBIT A. All main repairs will be completed by City staff unless otherwise agreed to in writing between Nextlink and the City.

14. POTHOLING REQUIRED FOR MAIN CROSSINGS

Nextlink shall pothole (or daylight) every utility main crossed, regardless of whether the crossing is under pavement, asphalt, or any other material. City recommends all services as described in EXHIBIT A, 7. Schedule of Work, and number 8 be potholed, to eliminate disruption of services

to customers and to avoid damages. All damages to services will be Nextlink's responsibility to repair using the contractor identified in Section 13 of this MOU. Nextlink shall be responsible for repairing the potholed areas in accordance with Exhibit B, which is attached hereto and incorporated herein for all purposes.

15. MANHOLES MONITORED FOR SEWER CROSSINGS

When crossing over sewer facilities, Nextlink shall monitor the nearest manhole for signs of a sewer strike.

16. CITY WITNESS FOR CERTAIN BORES

When Nextlink intends to bore near four-inch (4") gas lines or ten-inch (10") or greater water and sewer lines, Nextlink shall give the City Utility Department at least twenty-four (24) hours' notice, including the time, date, and location of the bore. A City employee must be present to witness the bore.

17. UTILITY MAIN STRIKES

All Nextlink boring crew(s) shall stop boring work if requested by the City due to crew coverage for needed repairs or emergency response staff due to damages by Nextlink or other contractors working near City-owned utilities. Boring work shall cease until Nextlink is notified by the City that crew(s) or emergency response staff are available for future repairs again.

For the avoidance of doubt, this Section shall apply regardless of whether Nextlink or another entity caused the damage.

18. DAMAGE DEPOSIT

To assist with the impact on the City for any potential future utility damage caused by Nextlink and for which liability for such damage rests with Nextlink, Nextlink will provide a \$50,000.00 cash deposit to the City to be applied, in the City's sole discretion, against any such reasonable costs of repair for which Nextlink is responsible for as described in this MOU. The deposit is nonrefundable.

19. CORRECTION OF INSTALLATION

If Nextlink installs a conduit/fiber facility in City ROW out of compliance with plans, regulation, or law, Nextlink shall take corrective action to the facility to make it compliant with the relevant plans, regulation, or law. Nextlink must initiate corrective actions within five (5) business days of written notice from the City. Such corrective action shall be at Nextlink's sole expense. If Nextlink does not initiate corrective action within the time period provided by this Section, the City may correct the issue and invoice Nextlink for all expenses related to the corrective action, including time, materials, and administrative costs.

20. TELEVISION INSPECTION OF SEWER AND STORM LINES AFTER BORES

Upon completion of bores by Nextlink included in a weekly work plan or a particular locate ticket, Nextlink shall pay the City's expenses to utilize television inspection technology to inspect sewer and storm lines for any suspected damage or upon the request of the City.

21. CREW ISSUES

If a certain conduit/fiber facilities installation contractor or subcontractor utilized by Nextlink is, in the reasonable judgment of the City, not in compliance with State or federal law or regulation, City Code, or this MOU, or has caused, or is causing, a threat to the public health and safety due to reckless or dangerous actions, upon notice from the City Nextlink shall immediately remove that contractor or subcontractor from its active crews in the City.

22. CESSATION OF WORK FOR UNPAID CLAIMS

If the City has provided claims to Nextlink for costs related to utility strike repairs, for which Nextlink is liable, in excess of the \$50,000.00 damage deposit required in Section 18, and Nextlink has not paid the City for those claims within seven (7) days of receipt, the City reserves the right to require Nextlink to cease all conduit/fiber installation work until the claims are paid in full.

23. EMERGENCY POLICE POWERS

Nothing in this MOU is intended to limit or does limit the City's police power authority to protect the health, safety, and welfare of the public and its infrastructure.

24. BOND REQUIRED

For the avoidance of doubt, Nextlink shall obtain, maintain, and file a bond with the City Secretary in accordance with City of Brenham Public Infrastructure Design Manual, Section 2.04.

25. As Built Drawings

Nextlink shall provide the City with map grade/gps as built drawings showing the locations of all fiber cable installed and the depth of the cable in a pdf and dwg format file within sixty (60) days after completing the installation.

26. RELATIONSHIP OF PARTIES

This MOU does not create a partnership or a joint venture. Neither Party has the authority to bind the other Party to any obligation.

27. SIGNATORY AUTHORIZATION

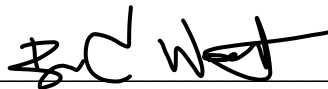
The undersigned signatories represent to the other Party that they properly authorized by their own respective Parties to execute this MOU on behalf of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the date first stated above.

CITY:

NEXTLINK:

By: _____

By:  _____

Title: City Manager

Title: SVP of Fiber Operations

Date: _____

Date: 11/18/2024

Printed Name: Brad West

ATTEST:

[Printed Name, Title]

EXHIBIT A
LOCATE PROCEDURES & PLAN

1. **Method of Coordinating Work Activities**
 - a. Nextlink to Submit Permit Drawing to City
 - b. City to Review Permit
 - c. City to Approve/Deny Permit
 - d. Nextlink to Submit changes to Permit if it was Denied for City Review and Approval Again
 - e. TBD Locates
 - f. Nextlink/Nextlink Contractor to Install fiber as per approved permitted design.
 - g. Inspection as needed/requested by the City
 - h. Nextlink to Supply Map Grade/GPS Grade As Built DWG/Shape Files showing location of fiber and depth of fiber.
2. Nextlink Crew shall maintain permit and locate tickets at the work site at all times.
3. Nextlink to verify with City locates have been completed before installation can proceed in every area of work.
4. Each locate ticket is good for 14 days and should be renewed as needed to continue work beyond the 14 days.
5. No emergency locates will be allowed for Nextlink fiber/conduit installation.
6. All locate requests will be white lined prior to requesting locates.
7. **Schedule of Work**
 - a. All locate requests shall be worked out with locater(s) to verify timing of locate/work to avoid any untenable request. If locates fall behind work shall stop until the locater(s) can catch up with the workload or additional locate services would need to be addressed at the expense of Nextlink.
 - b. Nextlink will hold a kickoff meeting and a progress meeting with City staff to update the City on progress and upcoming work every two (2) weeks. This may move to monthly meetings as work progresses as solely determined by City.
 - c. Each Nextlink crew/contractor shall report their work location to the Public Utilities Dispatch at 979-337-7400 at the beginning of the workday or when moving to another work location each day.
 - d. Damage to City or Customer owned utilities shall be reported to the Public Utilities Dispatch at 979-337-7400.

8. Nextlink shall be responsible for all costs incurred due to damages to City-owned utilities with no visible locate or damage within 24” of both sides of a visible locate. In addition, Nextlink will be responsible for all cost incurred for all damages to customer owned conduits/pipe, conduits/pipe on private property, and conduit/pipe taps off of the main to supply service to a customer owned business or residence regardless if they were located or not and if they were located correctly or not.

EXHIBIT B

UTILITY LOCATE POTHOLE REPAIR POLICY

Exploratory potholes will be made to determine location of existing utilities as needed by Nextlink in order to bore path for conduit to install fiber optic internet in Brenham City and surrounding Washington County. This will be done to avoid damaging existing utilities.

Nextlink shall use the following procedure:

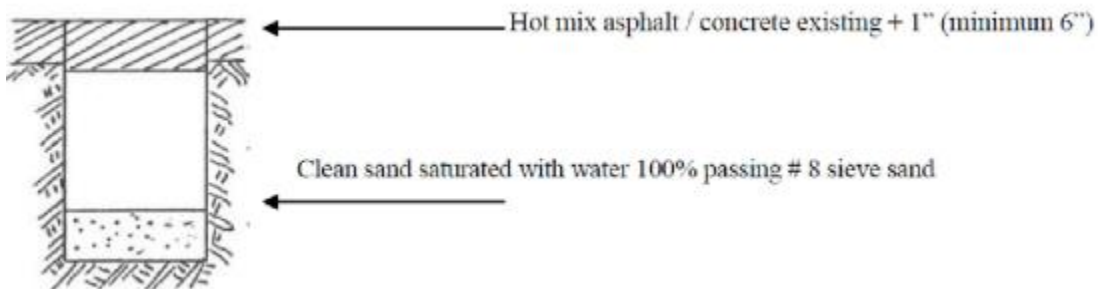
1. Asphalt

All potholes in the pavement section shall be cored with a circular coring saw with a maximum diameter of ten inches (10"). Plug will be removed carefully attempting to minimize damaging the saw cut edges of the asphalt.

Larger exploratory holes will be reviewed with City inspector on a case by case basis. Potholes shall be backfilled with clean sand saturated with water 100% passing #8 sieve to one inch (1") below the existing thickness of the asphalt. **Native** material removed shall not be used to backfill the hole.

The pothole shall be patched with hot mix bituminous asphalt and compacted in a maximum of three (3) inch lifts using a pneumatic compactor (**pogo stick**) or equivalent compactor capable of fitting into the cored hole.

Pothole



2. Concrete

All potholes in a concrete section shall be cored with a circular coring saw with a maximum diameter of ten inches (10"). Plug will be removed carefully attempting to minimize damaging the saw cut edges of the concrete.

Potholes shall be backfilled with clean sand saturated with water 100% passing #8 sieve to one inch (1") below the existing thickness of the concrete. Native material removed shall not be used to backfill the hole.

As a temporary measure pothole may be patched with hot mix bituminous asphalt and compacted using a Pneumatic compactor (pogo stick) or equivalent compactor capable of

fitting into the cored hole. Replacement concrete, and other materials shall be in accordance with TXDOT standards. New concrete shall meet or exceed original strength.

3. Native soil

Potholes made in native soil will meet or exceed the compaction of surrounding soil.

Any damaged landscaping, lawns, shrubbery, trees hedges, walls, fences, etc. shall be replaced or restored prior to seven days after the completion of the job to the condition existing prior to the excavation.

Note: If area is damaged prior to Nextlink commencement of work documentation will be recorded, this will include a photo with a date time stamp, and may include notifying the City inspector, property owner and any other entity that may need to know.

Note: Potholes in the pavement may be temporarily repaired, repairs will meet all applicable safety requirements and temporary repairs will be in place for not more than seven (7) days unless authorized by City inspector.



City Council Regular Meeting **AGENDA ITEM 13**

Agenda Item: Discuss and Possibly Act Upon a Five-Year Software Renewal Between the City of Brenham and Carahsoft Technology Corporation for Online Planning and Permitting Software and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: January 7, 2025

Department: Development Services

Staff Contact: Stephanie Doland, Director of Development Services

SUMMARY STATEMENT:

In December of 2021 City Council authorized a 3-year contract with Carahsoft for the purchase of plan review and permitting software known as Accela. Accela offers a software solution which results in department efficiencies and offers a more streamlined approval process for various applications and services. Accela was created specifically for building and planning departments and as such the software is intuitive and easy to use. Also included in the original contract was the add on of DigEplan, which provides a customer facing platform that improves communication channels between City Staff and applicant. The original purchase contract for Accela and DigEplan were provided by Carahsoft which is similar to BuyBoard for government IT solutions. Attached for review and acceptance by Council is a five-year quote for the annual purchase price for both Accela and DigEplan through Carahsoft. The quotation provides a fixed price for five years with a three percent annual increase on the software license, as compared to a three year quote with a five percent annual increase.

Moving to an online permitting and plan review software was a necessary step to modernize the department, improve City Staff access and communication channels to our customers. Not only does Accela plus DigEplan track and process permits, but Accela serves as the main Development Services software by distributing plan review across multiple departments, processing payments, serves as the inspection portal, process food establishment permits and fire department permits, and allows customers to check in real-time the status of their project. Staff requests Council accept this quotation to allow for an additional five-year term with the essential software. The purchase of the annual license costs are budgeted in the current fiscal year 2024 - 2025 adopted budget.

ATTACHMENTS:

1. Carahsoft - Accela, Inc. - Quote

RECOMMENDATION:

Approve a five-year software renewal between the City of Brenham and Carahsoft Technology Corporation for Online Planning and Permitting Software in the amount of \$265,933.85, contingent upon final approval by the City Attorney, and authorize the Mayor to execute any necessary documentation.

GOVERNMENT - PRICE QUOTATION

ACCELA GOVERNMENT AT CARAHSOFT



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM



TO: Stephanie Doland
Director of Development Services
City of Brenham
200 West Vulcan Street
Brenham, TX 77833 USA

FROM: Leslie Valdez
Carahsoft Technology Corp.
11493 Sunset Hills Road
Reston, Virginia 20190

EMAIL: sdoland@cityofbrenham.org

EMAIL: Leslie.Valdez@carahsoft.com

PHONE: (979) 337-7269

PHONE: (571) 662-3036

TERMS: GSA Schedule No: 47QSWA18D008F
Term: August 22, 2018 - August 21, 2028
FTIN: 52-2189693
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Cage Code: 1P3C5
DUNS No: 088365767
UEI: DT8KJHZXVJH5
Business Size: Other than Small
Sales Tax May Apply

QUOTE NO: 42793966
QUOTE DATE: 08/30/2024
QUOTE EXPIRES: 01/30/2025
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$61,713.99
TOTAL QUOTE: \$61,713.99

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
YEAR 1 OF 5						
1	SS21000MU700R3-611	Multi-Solution - Accela Annual - SaaS (3rd Renewal Term) Accela Building and Planning Accela Inc - SS21000MU700R3 Start Date: 01/10/2025 End Date: 01/09/2026		\$3,397.88	GSA 15	\$50,968.20
2	DIGEPLANYEAR4	DigEplan Accela Inc - DIGEPLANYEAR4 Start Date: 01/10/2025 End Date: 01/09/2026		\$976.89	OM 11	\$10,745.79
YEAR 1 OF 5 SUBTOTAL:						\$61,713.99
SUBTOTAL:						\$61,713.99
TOTAL PRICE:						\$61,713.99
TOTAL QUOTE:						\$61,713.99

SUGGESTED OPTIONS

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
YEAR 2 OF 5						
3	SS21000MU700R4-611	Multi-Solution - Accela Annual - SaaS (4th Renewal Term) Accela Building and Planning Accela Inc - SS21000MU700R4 Start Date: 01/10/2026 End Date: 01/09/2027		\$3,499.81	GSA 15	\$52,497.15
4	DIGEPLANYEAR5	DigEplan Accela Inc - DIGEPLANYEAR5 Start Date: 01/10/2026 End Date: 01/09/2027		\$1,006.19	OM 11	\$11,068.09
YEAR 2 OF 5 SUBTOTAL:						\$63,565.24

CONFIDENTIAL

PAGE 1 of 2

QUOTE DATE: 08/30/2024

QUOTE NO: 42793966

GOVERNMENT - PRICE QUOTATION

ACCELA GOVERNMENT AT CARAHSOFT



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
 WWW.CARAHSOFT.COM



SUGGESTED OPTIONS

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE		QTY	EXTENDED PRICE
YEAR 3 OF 5							
5	SS21000MU700R5-611	Multi-Solution - Accela Annual - SaaS (5th Renewal Term) Accela Building and Planning Accela Inc - SS21000MU700R5 Start Date: 01/10/2027 End Date: 01/09/2028		\$3,604.81	GSA	15	\$54,072.15
6	DIGEPLANYEAR6	DigEplan Accela Inc - DIGEPLANYEAR6 Start Date: 01/10/2027 End Date: 01/09/2028		\$1,036.38	OM	11	\$11,400.18
YEAR 3 OF 5 SUBTOTAL:							\$65,472.33
YEAR 4 OF 5							
7	SS21000MU700R6-611	Accela Multi-Solution Single User - SaaS (6th Renewal Term) Accela Building and Planning Accela Inc - SS21000MU700R6 Start Date: 01/10/2028 End Date: 01/09/2029		\$3,712.96	GSA	15	\$55,694.40
8	DIGEPLANYEAR7	DigEplan Accela Inc - DIGEPLANYEAR7 Start Date: 01/10/2028 End Date: 01/09/2029		\$1,067.48	OM	11	\$11,742.28
YEAR 4 OF 5 SUBTOTAL:							\$67,436.68
YEAR 5 OF 5							
9	SS21000MU700R7-611	Accela Multi-Solution Single User - SaaS (7th Renewal Term) Accela Building and Planning Accela Inc - SS21000MU700R7 Start Date: 01/10/2029 End Date: 01/09/2030		\$3,824.34	GSA	15	\$57,365.10
10	DIGEPLANYEAR8	DigEplan Accela Inc - DIGEPLANYEAR8 Start Date: 01/10/2029 End Date: 01/09/2030		\$1,099.50	OM	11	\$12,094.50
YEAR 5 OF 5 SUBTOTAL:							\$69,459.60
SUGGESTED OPTIONS SUBTOTAL:							\$265,933.85

Year 1 of 5

Use of DigEplan products is subject to the applicable terms and conditions provided at <https://tdrv.eu/wx32aF>

All use of the Accela services specified in this document shall be governed by the Accela Subscription Services and Support Agreement under GSA MAS at <https://www.carahsoft.com/buy/gsa-schedule-contracts/approved-csas> ("Accela Terms"). By placing an order, customer accepts and agrees to be bound by the Accela Terms



City Council Regular Meeting **AGENDA ITEM 14**

Agenda Item: Discuss and Possibly Act Upon a Utility Extension Agreement for Water, Wastewater, and Gas Services Between the City of Brenham and Texas Department of Transportation (TxDOT) for the Extension of Utility Services to 4350 TX-36, Brenham, Texas and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: January 7, 2025

Department: Public Utilities

Staff Contact: Shawn Bolenbarr, Public Utilities Project Manager

SUMMARY STATEMENT:

This Utility Extension Agreement is between the City of Brenham and TxDOT for the extension of City of Brenham Utilities (water, sewer, and natural gas) to TxDOT's proposed new area office, located at 4350 State Highway 36 South.

Please note that this agreement was presented and approved by Council on December 19, 2024 with the condition that TxDOT revise the total project cost on Page 1, paragraph 5 before the Mayor signed the final copy of the agreement. I also asked TxDOT to review the total cost of the project to make sure that all aspects of the project were accounted for in the total project cost. Upon further review by TxDOT, it was found that the total cost of the project did need to be revised to include the cost of the proposed sewer lift station that is to be constructed for this project. Being that the cost for the lift station needed to be added to the total project cost, the agreement also needed to be revised to reflect the correct project cost. Due to the significant amount of cost increase, Public Utilities staff feel that the best approach is to bring this agreement back before City Council for approval.

Please see below the changes to the agreement:

1. Page 1, paragraph 5, the total dollar amount changed from \$8,323.14 to \$744,241.12.
2. Page 2, II. Payment of Costs, Section 2.1, the total dollar amount for the project cost changed from \$488,962.01 to \$744,241.12
3. Page 2, II. Payment of Costs, Section 2.1, the total dollar amount for the project installation changed from \$285,352.00 to \$540,631.14

ATTACHMENTS:

1. Utility Service Extension Agreement

RECOMMENDATION:

Approve a Utility Extension Agreement for water, wastewater, and gas services between the City of Brenham and Texas Department of Transportation (TxDOT) for the extension of utility services to 4350 TX-36, Brenham, Texas and authorize the Mayor to execute any necessary documentation.

UTILITY EXTENSION AGREEMENT FOR WATER, WASTEWATER AND GAS SERVICES

This Utility Extension Agreement for Water, Wastewater and Gas Services (hereinafter "Agreement") is entered into this _____ day of _____, 20____, by and between the **City of Brenham**, a Texas home-rule municipal corporation (hereinafter "CITY"), and the **Texas Department of Transportation**, an agency of the State of Texas (hereinafter "TXDOT").

WHEREAS, TXDOT owns and has developed property outside of the city limits of the City of Brenham, more particularly described as _____ (hereinafter "Property") which is located at _____, and TXDOT desires that the CITY extend water, wastewater and gas lines and related facilities for purposes of providing water, wastewater and gas services to the TXDOT Property, as further described on **Exhibit A**, attached hereto and incorporated herein for all purposes (hereinafter "Property"); and

WHEREAS, the TXDOT shall design, install and construct the water, wastewater and on-site gas system improvements as provided for in this Agreement and TXDOT shall pay all design, installation and construction costs associated with said water, wastewater and on-site gas line and associated facilities project as further described on **Exhibit A**, attached hereto and incorporated herein for all purposes (hereinafter "Project"); and

WHEREAS, the City shall design, install and construct the off-site gas line extension improvements as provided for in this Agreement, and TXDOT shall pay the City for all design, installation and construction costs associated with said off-site gas line extension improvements and associated facilities, as part of the Project as further described on **Exhibit A**; and

WHEREAS, the total estimated cost of the Project is \$_____, and the TXDOT agrees to pay all such Project costs; and

WHEREAS, the CITY has reviewed the data, plans, specifications, drawings and cost estimates provided by TXDOT, and CITY and TXDOT desire to enter into this Agreement;

NOW, THEREFORE, for and in consideration of the recitations above and the promises and covenants herein expressed, the parties hereby agree as follows:

I. DEFINITIONS

1.1 Approved Plans means the plans, specifications and drawings that meet the requirements of this Agreement, the City of Brenham Codes and Ordinances and any other applicable laws and regulations, and which have been submitted to, reviewed and approved by the City of Brenham Public Utilities Department.

1.2 CITY or Brenham means the City of Brenham, a Texas home rule municipal corporation located at 200 W. Vulcan, Brenham, Texas 77833.

1.3 Certificate of Acceptance: A certificate issued by the CITY stating that the construction of the Project conforms to the plans, specifications, drawings and standards

contained in or referred to in all applicable codes, ordinances, laws and regulations.

1.4 Effective Date. The date on which this Agreement is signed by the last party whose signing makes the Agreement fully executed.

1.5 Final Completion. The term "Final Completion" means that all the work on the Project has been completed, all final punch list items have been inspected and satisfactorily completed, all payments to materialmen and subcontractors have been made, all documentation, and all closeout documents have been executed and approved by TXDOT, a Certificate of Completion and Acceptance have been issued for the Project and approved and accepted by the CITY, and TXDOT has fully performed any other requirements contained herein or as otherwise required by law.

1.6 TXDOT means the Texas Department of Transportation, an agency of the State of Texas, whose principal office is located at _____.

1.7 Property means the real property more particularly described as _____, which is located at _____, and to which TXDOT desires that the CITY provide water, wastewater and gas utility services.

1.8 Project means the construction of the water, wastewater and gas line and facility improvements as described in **Exhibit B** attached hereto and incorporated herein for all purposes.

II. PAYMENT OF COSTS

TXDOT agrees to pay all costs, including but not limited to all design, installation and construction costs, to construct the Project as follows:

2.1 The estimated total cost of the Project is \$_____, which includes \$_____ for installation and construction and \$_____ for engineering, surveying, and testing. TXDOT shall construct this Project in accordance with all applicable bidding and procurement laws.

2.2 TXDOT agrees that it will construct the Project improvements (except for the off-site gas line extension improvements and associated facilities to be constructed by the City) in accordance with the plans, drawings and specifications approved by the CITY and TXDOT in the design phase of the Project. The parties hereto understand and agree that the actual costs related to the Project may change during the Project due to unforeseen circumstances, and are subject to any change orders approved by the CITY and TXDOT.

2.3 TXDOT shall reimburse the CITY for all costs incurred by the CITY associated with the design, installation and construction of the Project, and said amounts must be paid by the TXDOT as the Project progresses. CITY shall submit invoices to TXDOT monthly, and said amounts must be paid to the CITY by TXDOT within thirty (30) days of TXDOT's receipt of said invoices. CITY shall not provide water, wastewater or gas utility services to TXDOT utilizing the improvements constructed pursuant to this Agreement until all amounts due to the CITY under this Agreement have been paid by TXDOT.

2.4 TXDOT and CITY acknowledge and agree that the improvements and facilities constructed pursuant to this Agreement shall be part of the CITY's utility system upon and after the CITY's acceptance of said improvements. CITY shall be the owner of said Project improvements upon

TXDOT's dedication and conveyance of said improvements to the CITY. TXDOT is further required to provide all necessary licenses and easements as may be required by the CITY to complete the Project contemplated under this Agreement, at no cost to the CITY.

2.6 Reports, books and other records. TXDOT shall make its reports, books, records, plans, drawings and specifications related to the Project available for inspection by CITY upon request. The submission of these reports and information shall be the responsibility of TXDOT and shall be certified by TXDOT's staff at TXDOT's expense.

III. GOVERNMENTAL IMMUNITY, INDEMNIFICATION AND RELEASE

3.1 TXDOT AND CITY ARE POLITICAL SUBDIVISIONS OF THE STATE AND ENJOY GOVERNMENTAL IMMUNITY. BY ENTERING INTO THIS AGREEMENT, NEITHER TXDOT NOR CITY CONSENTS TO SUIT, WAIVE ITS GOVERNMENTAL IMMUNITY, OR THE LIMITATIONS AS TO DAMAGES UNDER THE TEXAS TORT CLAIMS ACT OR ANY OTHER APPLICABLE LAW.

3.2 TO THE EXTENT ALLOWED BY LAW, TXDOT AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND CITY AND ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, EXPERT FEES AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY, OR FOR BREACH OF CONTRACT, ARISING OUT OF OR IN CONNECTION WITH ANY ACT, OMISSION OR WILLFUL MISCONDUCT BY TXDOT.

IV. PROJECT AND CONSTRUCTION

4.1 Right to Inspect the Work. The CITY representatives may inspect the improvements for compliance with the Approved Plans at any reasonable times during installation and construction and will issue Certificate of Acceptance and Completion if the work performed and materials furnished hereunder are in strict accordance with the Approved Plans and this Agreement.

4.2 Independent Contractor. TXDOT shall be solely responsible for selecting, supervising, and paying TXDOT employees, construction contractor(s) or subcontractors and for complying with all applicable laws, including but not limited to all requirements concerning workers compensation and construction retainage, associated with this Project.

4.3 Payment for materials and labor. TXDOT is solely and exclusively responsible for compensating any of its contractors, employees, subcontractors, materialmen and/or suppliers for the work necessary to complete this Project.

4.4 Performance Bond. TXDOT shall execute a performance and payment bond for the construction of the Project improvements.

4.5 This Agreement does not alter, amend modify or replace any other requirements contained in the City of Brenham Code of Ordinances, or other applicable law.

V. GENERAL PROVISIONS

5.1 Contract Period. This Agreement shall remain in full force and effect until all work authorized under this Agreement has been completed and accepted by all parties or unless terminated as provided herein.

5.2 Modification. No modification of this Agreement shall be made unless mutually agreed upon by the parties in writing.

5.3 Severability. In the event that any term or clause of this Agreement conflicts with applicable law, the conflicting term shall be severed from the Agreement and such conflict shall not affect the other terms and conditions of this Agreement.

5.4 Costs and Attorney's Fees. In the event that litigation over this Agreement results between the parties hereto, the prevailing party shall be awarded, in addition to other damages allowed by law, its reasonable attorney's fees and costs incurred in pursuing such litigation.

5.5 Default. The failure to meet any of the terms or conditions of this Agreement shall constitute a material default of the Agreement. If either Party defaults in its obligations under this Agreement, the other Party must, prior to exercising a remedy available to that Party due to the default, give written notice to the defaulting Party, specifying the nature of the alleged default and the manner in which it can be satisfactorily cured, and extend to the defaulting Party at least thirty (30) days from receipt of the notice to cure the default. If the nature of the default is such that it cannot reasonably be cured within the 30-day period, the commencement of the cure within the 30-day period and the diligent prosecution of the cure to completion will be deemed a cure within the cure period. If either Party defaults under this Agreement and fails to cure the default within the applicable cure period, the non-defaulting Party will have all rights and remedies available under this Agreement or applicable law, including the right to institute legal action to cure any default, to enjoin any threatened or attempted violation of this Agreement or to enforce the defaulting Party's obligations under this Agreement by specific performance or writ of mandamus, or to terminate this Agreement. All remedies available to a Party will be cumulative and the pursuit of one remedy will not constitute an election of remedies or a waiver of the right to pursue any other available remedy.

5.6 Applicable Law and Venue. The interpretation, performance, enforcement and validity of this Agreement is governed by the laws of the State of Texas. Exclusive venue will be in a court of appropriate jurisdiction in Washington County, Texas.

5.7 No Third Party Beneficiary. This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party, unless expressly otherwise provided.

5.8 Waiver. Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement will not, regardless of the length of time during which that failure

continues, be deemed a waiver of that Party’s right insist upon strict compliance with all terms of this Agreement. In order to be effective as to a Party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future.

5.9 Entire Agreement. This Agreement contains the entire agreement of the Parties, and there are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement may be amended only by written agreement signed by the Parties.

5.10 Exhibits, Headings, Construction and Counterparts. All exhibits attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. Each of the Parties has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not be employed in interpreting this Agreement or its exhibits. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts, individually or taken together, bear the signatures of all of the Parties.

5.11 Authority for Execution. The CITY certifies, represents, and warrants that the execution of this Agreement has been duly authorized and that this Agreement has been approved in conformity with CITY ordinances and other applicable legal requirements. TXDOT certifies, represents, and warrants that the execution of this Agreement is duly authorized in conformity with all applicable legal requirements.

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

5.12 Notices. Any notices under this Agreement may be sent by hand delivery, or certified mail, return receipt requested, to the Parties at the following addresses or as such addresses may be changed from time to time by written notice to the other Parties:

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

TXDOT: _____

Either CITY or TXDOT may change its mailing address at any time by giving written notice of such change to the other in the manner provided herein at least ten (10) days prior to the date such change is effective. All notices under this Agreement will be deemed given on the earlier of the date personal delivery is affected or on the delivery date or attempted delivery date shown on the return receipt or facsimile confirmation.

5.13 Assignment. This Agreement and the rights and obligations contained herein may not be assigned by TXDOT without the prior written approval of CITY.

5.14 State Auditor’s Provision. The state auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Executed this ____ day of _____, 20__.

**TEXAS DEPARTMENT OF
TRANSPORTATION**

CITY OF BRENHAM, TEXAS

By:
Title:

Hon. Atwood C. Kenjura, Jr. Mayor

**THE STATE OF TEXAS
COUNTY OF WASHINGTON**

ACKNOWLEDGEMENT

Before me, the undersigned authority, on this day personally appeared ATWOOD C. KENJURA, Mayor of the City of Brenham, Texas, a Texas Home-rule Municipal Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the ____ day of _____,
20__.

Notary Public in and for the State of Texas

THE STATE OF TEXAS

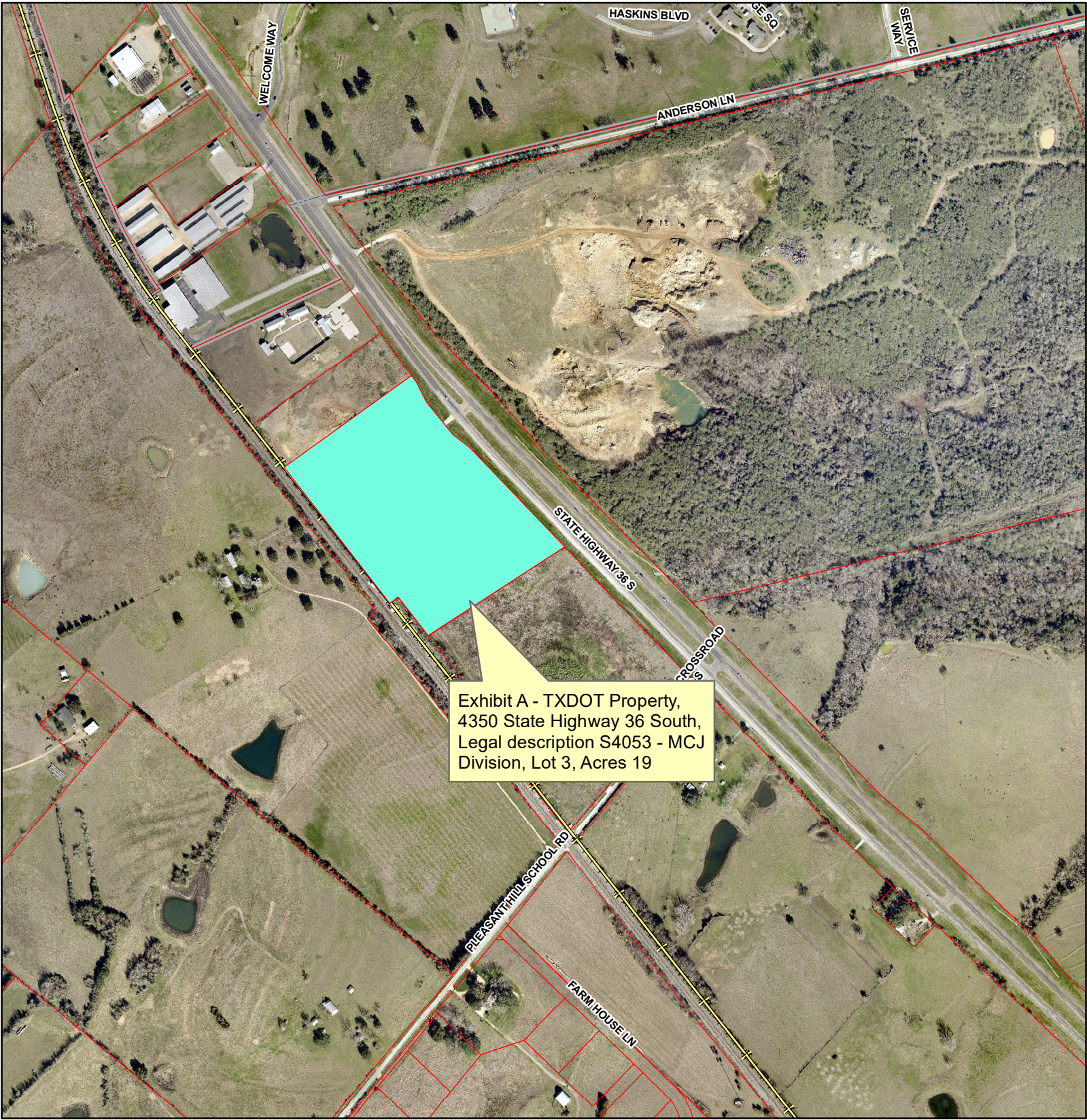
ACKNOWLEDGEMENT

COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared _____, _____ of the Texas Department of Transportation, an agency of the State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____, 20__.

Notary Public in and for the State of Texas

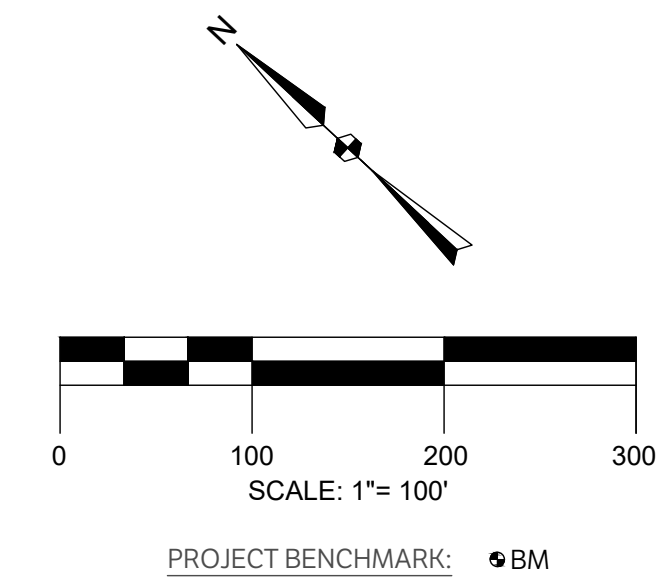


"EXHIBIT A - TXDOT PROPERTY"

1 inch = 629 feet

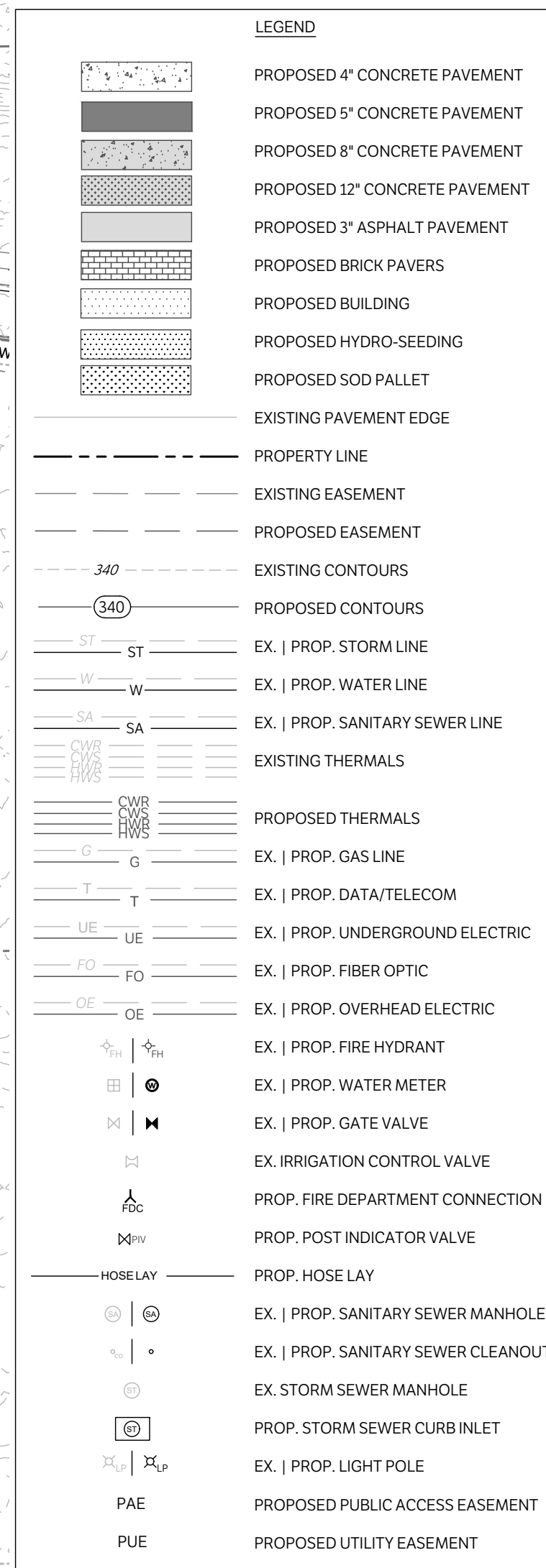


EXHIBIT B



CIVIL | CMT | GEOTECHNICAL
LAND SURVEYING | STRUCTURAL

CORPORATE OFFICE
401 W 26TH STREET
BRYAN, TEXAS 77803
1-877-GESSNER (437-7637)
www.gessnerengineering.com
FIRM REGISTRATION NUMBERS:
TBPE F-7451, TBPLS F-10193910



PUBLIC UTILITY EXHIBIT



City Council Regular Meeting
AGENDA ITEM 16

Agenda Item: **Section §551.072 Texas Government Code - Deliberation Regarding Real Property - Discussion Regarding the Purchase, Exchange and/or Acquisition of Real Property for City of Brenham Sanitary Sewer Improvements and Facilities**

Meeting Date: January 7, 2025

Department: Public Utilities

Staff Contact: Shawn Bolenbarr, Public Utilities Project Manager

SUMMARY STATEMENT:

To be discussed in Executive Session.

ATTACHMENTS:

None

RECOMMENDATION:

No action.



City Council Regular Meeting
AGENDA ITEM 17

Agenda Item: Discuss and Possibly Act Upon the Purchase, Exchange and/or Acquisition of Real Property for the City of Brenham Sanitary Sewer System Improvements and Facilities and Authorize the Mayor or City Manager to Execute Any Necessary Documentation

Meeting Date: January 7, 2025

Department: Public Utilities

Staff Contact: Shawn Bolenbarr, Public Utilities Project Manager

SUMMARY STATEMENT:

To be discussed in Executive Session.

ATTACHMENTS:

None

RECOMMENDATION:

As discussed in Executive Session.