NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, JANUARY 23, 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 - City Manager Carolyn Miller**

3. **Police Department Promotion**

   - **Grayson Marburger, Corporal**

4. **Citizen Comments**

CONSENT AGENDA

5. **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.

   5.a. Approve the Minutes from the January 7, 2025 Regular City Council Meeting

   5.b. Approve the Purchase of One (1) Chevrolet Silverado 2500 Pickup Truck for the City of Brenham's Wastewater Treatment Department from Lake Country Chevrolet Through The Interlocal Purchasing System (TIPS) in the Amount of $55,070.25 and Authorize the Mayor to Execute Any Necessary Documentation

REGULAR SESSION

6. **Discuss and Possibly Act Upon an Order Calling a General Election to be Held on May 3, 2025 for the Purpose of Electing One Councilmember for**

Place 1 – Ward 1; One Councilmember for Place 3 – Ward 3; One Councilmember for Place 5 – At Large; and One Councilmember for Place 6 – At Large, Each for Four (4) Year Terms.

Discutir y posiblemente actuar sobre una orden que convoca a una elección general que se llevará a cabo el 3 de mayo de 2025 con el propósito de elegir a un concejal para el Lugar 1 - Distrito 1; Un concejal por el Lugar 3 – Distrito 3; un concejal por el Lugar 5 – En general; y un Concejal para el Lugar 6 – En general, cada uno por períodos de cuatro (4) años

7. **Discuss and Possibly Act Upon an Ordinance on Its First Reading Ordering a Special Election on May 3, 2025 for the Purpose of Submitting to the Qualified Voters of Brenham Certain Proposed Amendments to the Existing Charter of the City of Brenham, Texas**

   Discutir y posiblemente actuar sobre una ordenanza en su primera lectura que ordena una elección especial el 3 de mayo de 2025 con el propósito de presentar a los votantes calificados de Brenham ciertas enmiendas propuestas a la carta constitutiva existente de la ciudad de Brenham, Texas

8. **Discuss and Possibly Act Upon Resolution No. R-25-004 Authorizing the Submission of a Grant Through the Community Development Partnership Program (CDPP) Offered by the Lower Colorado River Authority (LCRA) for the Purchase of Six (6) Thermal Imaging Cameras for the City of Brenham Fire Department**

9. **Discuss and Possibly Act Upon Resolution No. R-25-005 Authorizing the Submission of a Grant Application to the Office of the Governor (OOG), State Homeland Security Program - Regular Projects (SHSP- R) FY24 for the Purchase of Three (3) 5-Gas Monitors with Three (3) Year Maintenance Service Contracts for the City of Brenham Fire Department**

10. **Discuss and Possibly Act Upon Resolution No. R-25-006 Authorizing the Acceptance of a Grant from the Texas Parks and Wildlife Department to Participate in the Local Parks Grant Program Related to Phase I of the Brenham Family Park**

11. **Discuss and Possibly Act Upon the Saeger Street Construction Cost Participation Agreement Between the City of Brenham and Southern Land of Texas, LLC Related to the Extension of Saeger Street and Authorize the Mayor to Execute Any Necessary Documentation**

12. **Administrative/Elected Officials Report**

Administrative/Elected Officials Reports: Reports from City Officials or City staff regarding items of community interest, including expression of thanks, congratulations or condolences; information

regarding holiday schedules; honorary or salutary recognitions of public officials, public employees or other citizens; reminders about upcoming events organized or sponsored by the City; information regarding social, ceremonial, or community events organized or sponsored by a non-City entity that is scheduled to be attended by City officials or employees; and announcements involving imminent threats to the public health and safety of people in the City that have arisen after the posting of the agenda.

EXECUTIVE SESSION

13. **Section 551.071, Texas Government Code - Consultation with 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 Attorney - Consultation with City Attorney Regarding Settlement Demand Received by City of Brenham, and Associated Matters**

15. **Section 551.071 and Section 551.072, Texas Government Code – Consultation with Attorney and Deliberation Regarding Real Property – Discussion and Deliberation, and Consultation with City Attorney, Regarding Legal Matters and Possible Acquisition of Real Property Related to the Texas Department of Transportation U.S. Highway 290/State Highway 36 Interchange Project, and Associated Matters**

ADJOURN

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

CERTIFICATION

I certify that a copy of the agenda of items to be considered by the City of Brenham City Council was posted to the City Hall bulletin board at 200 W. Vulcan St., Brenham, TX on Friday, January 17, 2025 at 12:00 p.m.

Jeana Bellinger, TRMC, CMC
City Secretary

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

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

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

_____ _____

Signature Title

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on Tuesday, January 7, 2025 beginning at 1:00 PM in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members Present:

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

Members Absent:

None

City of Brenham Staff Present:

City Manager Carolyn Miller, City Attorney Cary Bovey, City Secretary/Director of Administrative Services Jeana Bellinger, General Manager of Public Utilities William Bissette, Assistant General Manager of Public Utilities Alton Sommerfield, Director of Water/Wastewater Bobby Keene, Director of Public Works Dane Rau, Chief Financial Officer Julie Flagg, Fire Chief Mark Donovan, Assistant Fire Chief David Cella, Police Chief Lloyd Powell, Assistant Police Chief Curtiss Schoen, Development Services Director Stephanie Doland, Economic & Community Development Director Teresa Rosales, Robin Hutchens, Kyle Branham, Shawn Bolenbarr, Jared Beckendorff, Josh Sebastian, Justin Schroeder, Carrie Derkowski, JoAnne Hynes, Dwayne Grayson, Mark Pierce, Tiwanna Brown, Jonas Lacina, Kevin Boggus, Stephen Draehn, and Steven Eilert.

Citizens/Others Present:

None

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 Paul

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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

No comments were heard.

CONSENT AGENDA

6. Statutory Consent 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

A motion was made by Councilmember Wright and seconded by Councilmember Saunders to approve Consent Agenda Items 6.a. through 6.c. as presented.

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

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

No: None

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Absent: None

WORK SESSION

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

Chief Financial Officer Julie Flagg presented this item. Flagg stated the financial performance of each fund for the fiscal year ending September 30, 2024 ended as follows:

- The General Fund posted FY 2023-24 net revenue of $98,121.00 compared to the amended budgeted net revenue of $1,913.00. As of September 30, 2024 there were 118 days of reserves in the General Fund.
- The Electric Distribution Fund posted net revenues of $281,212.00 which was $400,902.00 greater than the annual budgeted net loss of ($119,690.00).
- The Gas Distribution Fund posted actual net loss of ($38,954.00), which was favorable to the budgeted net loss of ($56,950.00) by $17,996.00.
- The Water Fund posted fiscal year net revenues of $359,994.00 which was $68,045.00 or 23.3% higher than budgeted net revenues of $291,949.00.
- The Wastewater Fund posted net loss of ($102,927.00), which was ($20,637.00) more than the annual budget loss of ($82,290.00).
- The Sanitation Fund posted net loss of ($113,845.00), which was favorable compared to the annual budget loss of ($162,635.00).
- The Drainage Fund posted net revenues of $135,954.00, compared to prior year net revenues of $287,801.00 and annual budget net revenues of $0.

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

Chief Financial Officer Julie Flagg presented this item. Flagg stated that during the FY2024-25 City Council budget workshops held in May and July 2024, there was discussion about issuing certificates of obligation (COs) for water and wastewater system improvements and for general government capital purchases. Flagg explained that 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. Flagg explained that the general government capital purchases are not to exceed $3,100,000.

Flagg stated that this Resolution is approving giving notice of the City's intention to issue Certificates of Obligation Series 2025 not to exceed $29,860,000 for these

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purposes including bond issuance costs.

A motion was made by Councilmember LaRoche and seconded by Councilmember Cook to approve Resolution No. R-25-002 authorizing the publication of Notice of Intention to Issue Certificates of Obligation, Series 2025.

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 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

Lieutenant Steven Eilert presented this item. Eilert explained that in February 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. Eilert advised that the City has been notified of the grant award in the amount of $56,613.75. Eilert stated that the Resolution provided for Council's consideration is for acceptance of the grant award.

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

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

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

No: None

Absent: None

10. Discuss and Possibly Act Upon an Interlocal Agreement Between the City of

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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

Director of Administrative Services/City Secretary Jeana Bellinger presented this item. Bellinger explained that in previous years, the City, BISD and Blinn all contract with Washington County for election services and equipment. Bellinger advised that this Interlocal Agreement addresses various election related services and outlines what each entity will be responsible for during the May 3, 2025 General Election.

Bellinger advised that 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. Bellinger noted that both BISD and Blinn have their own individual agreements with the County, in addition, this Agreement will automatically terminate if either party cancels their election.

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

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 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

Director of Administrative Services/City Secretary Jeana Bellinger presented this item. Bellinger explained that in years past, the City has contracted with Washington County to provide various election services and election equipment; however, since the County has a designated Elections Administrator, state law allows for the City to contract with her directly. Bellinger explained that this year the election contract would be between the City, Washington County and Carol Jackson, County Election Officer for Washington County.

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Bellinger advised that, as in year's past, the agreement still outlines what the City is responsible for and what the County and Ms. Jackson, individually, will be responsible for. Bellinger explained that due to the holidays, she and Ms. Jackson had not been able to finalize all the terms of the agreement and requested that City Council approve the agreement contingent upon final review and approval by the City Attorney.

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

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. 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

General Manager of Public Utilities William Bissette presented this item. Bissette explained that the City will be working to locate existing utilities (water, wastewater, gas, and electric) so that Nextlink can install conduit and fiber along the City's right of way throughout the City for the next 18 to 36 months. Bissette explained that Nextlink will start with three crews and if they can maintain no utility line breaks over a one-month period, they will be allowed to increase their crew volume. Bissette also stated that Nextlink will:

- Not be allowed to work on the week-end and will have to follow the same work hours and City utility departments.
- 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's locate.
- Provide $5,000 per month for one staff member to assist with the City's existing utility locate workload while working with Nextlink throughout the project
- Provide the City with a $50,000 non-refundable deposit to assist with reimbursement costs for damages.

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- Be required to pothole all utility (water, wastewater, gas, and electric) mains when crossing them to verify their location and depth.

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

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

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

Director of Development Services Stephanie Doland presented this item. Doland explained 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. Doland stated that 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. Doland stated that 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. Doland advised that the purchase of the annual license costs are budgeted in the current fiscal year 2024 - 2025 adopted budget.

Doland advised that staff is still working with the City Attorney on the renewal contract wording and asked that City Council approve the contract contingent upon final review and approval by the City Attorney.

A motion was made by Councilmember Saunders and seconded by Councilmember Wright to approve a five-year software renewal between the City of Brenham and Carahsoft Technology Corporation for Online Planning and Permitting

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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.

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

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

Public Utilities Project Manager Shawn Bolenbarr presented this item. Bolenbarr explained that this agreement was presented and approved by Council on December 19, 2024 with the condition that TxDOT correct the total project cost of $8,323.14 shown in the agreement.

Bolenbarr stated that he requested TxDOT to review the total cost of the project to make sure that all aspects of the project were accounted for in the total cost. Bolenbarr stated that upon further review, TXDOT determined that the total cost of the project did need to be revised to include the cost of the sewer lift station that is to be constructed for this project which was a significant cost increase. The total amount of the contract changed from $8,323.14 to $744,241.12 and the project installation cost changed from $285,352.00 to $540,631.14. Due to the sizeable increase in costs, staff is requesting that City Council approve the agreement with TXDOT with the corrected amounts.

A motion was made by Councilmember Wright and seconded by Councilmember Saunders 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,

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Councilmember Cook, Councilmember LaRoche, Councilmember Saunders, Councilmember Wright

No: None

Absent: None

15. Administrative/Elected Officials Report

City Manager Carolyn Miller reported on the following:

- January 11th - General Sam Houston Reenactment at 4:00 p.m.
- January 15th - First day for candidate filing for the May 2025 General Election
- January 18th - Uptown Swirl 3:00 p.m. to 7:00 p.m.
- January 19th - Smithsonian Exhibit comes to a close
- January 23rd - Regular City Council meeting

Council adjourned into Executive Session at 2:02 p.m.

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

Executive Session adjourned at 2:27 p.m.

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

A motion was made by Mayor Pro Tem Kolby and seconded by Councilmember LaRoche that the City Manger be authorized to negotiate, approve and execute a contract to acquire real property for the construction of a lift station for the City's Wastewater System.

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

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

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Councilmember Cook, Councilmember LaRoche, Councilmember Saunders, Councilmember Wright

No: None

Absent: None

ADJOURN

_____
Atwood C. Kenjura
Mayor

_____
Jeana Bellinger, TRMC, CMC
City Secretary

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City Council Regular Meeting

AGENDA ITEM 5.b

Agenda Item: **Approve the Purchase of One (1) Chevrolet Silverado 2500 Pickup Truck for the City of Brenham's Wastewater Treatment Department from Lake Country Chevrolet Through The Interlocal Purchasing System (TIPS) in the Amount of $55,070.25 and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Date: January 23, 2025

Department: Maintenance

Staff Contact: Stephen Draehn, Maintenance Supervisor

SUMMARY STATEMENT:

The Wastewater Plant is seeking Mayor and Council's approval to order one (1) Chevrolet Silverado 2500 HD Crew Cab Pickup Truck equipped with a Headache Rack and Cross Body Toolbox for fiscal year 2025. This truck is used at the Wastewater Treatment Plant to haul materials and equipment during day-to-day operations of the plant. The quoted price of $55,070.25 is below the proposed budget amount $56,638.00

Maintenance was able to obtain quotes on the truck chassis and equipment from Silsbee Fleet Group vendor Lake Country Chevrolet on TIPS Contract 240901 for Transportation Vehicles. The Interlocal Purchasing System (TIPS) is a National Cooperative Purchasing Program for use by member schools, colleges, universities, cities, counties, and other government entities in all 50 states as authorized by each entity's jurisdictional legal requirements. Purchase will be with TIPS vendor 5426 Lake Country Chevrolet in the amount of $55,070.25. The original budgeted amount for the unit was $$56,638.00. This is a savings of $1,567.75 from the original pricing that was obtained during budget.

ATTACHMENTS:

1. Waste Water Plant - 2500HD Crew Cab Pickup - 2025

RECOMMENDATION:

Approve the purchase of one (1) Chevrolet Silverado 2500 HD Crew Cab Pickup Truck from Lake Country Chevrolet through The Interlocal Purchasing System (TIPS) in the amount of $55,070.25 and authorize the Mayor to execute any necessary documentation.

PRODUCT PRICING SUMMARY

TIPS 240901 Transportation Vehicles

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

End User: CITY OF BRENHAM
Prepared by: SETH GAMBLIN
Contact:
Phone: 512.436.1313
Email:
Email: sgamblin.silsbeefleet@gmail.com
Product Description: CHEVY SILVERADO 2500
Date: January 8, 2025

A. **Bid Item:** _____ **A. Base Price:** **$ 47,101.00**

B. **Factory Options**

Code	Description	Bid Price	Code	Description	Bid Price
CK20743	2025 SILVERADO 2500 CREW CAB	$ -	KI4	Power outlet, interior, 120-volt	$ 150.00
	LWB / 8' BED 4WD		4X4	4WD UPGRADE	$ 3,195.00
L8T	6.6L V8 GAS ENGINE	$ -	Z82	TRAILERING PACKAGE	INC
MGM	10 SPEED AUTOMATIC TRANS	$ -	JL1	TRAILE BRAKE CONTROLLER	INC
	POWER WINDOWS / LOCKS	$ -			
PCV	WT CONV PACKAGE	$ 1,010.00			
	inc. POWER MIRRORS, KEYLESS		DWI	TRAILING TOW MIRRORS	$ 530.00
	ENTRY,				

Total of B. Published Options: **$ 4,885.00**

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

C. **Unpublished Options [not to exceed 25%]** **$=** 5.4 **%**

Description	Bid Price	Options	Bid Price
		EXTERIOR- WHITE	
TRUX INSTALL	$ 2,795.00	INTERIOR- VINYL HG2	
RKI CROSS TRUCK TOOL BOX	INC		
RKI HEADACHE RACK	INC		

Total of C. Unpublished Options: **$ 2,795.00**

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

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

F. **Contract Price Adjustment:** _____

G. **Additional Delivery Charge:** 250 **miles** **$ 500.00**

H. **Subtotal:** **$ 55,070.25**

I. **Quantity Ordered** 1 **x H =** **$ 55,070.25**

J. **Trade in:** _____ **$ -**

K. **Total Purchase Price** **$ 55,070.25**

City Council Regular Meeting

AGENDA ITEM 6

Agenda Item: **Discuss and Possibly Act Upon an Order Calling a General Election to be Held on May 3, 2025 for the Purpose of Electing One Councilmember for Place 1 – Ward 1; One Councilmember for Place 3 – Ward 3; One Councilmember for Place 5 – At Large; and One Councilmember for Place 6 – At Large, Each for Four (4) Year Terms.**

Discutir y posiblemente actuar sobre una orden que convoca a una elección general que se llevará a cabo el 3 de mayo de 2025 con el propósito de elegir a un concejal para el Lugar 1 - Distrito 1; Un concejal por el Lugar 3 – Distrito 3; un concejal por el Lugar 5 – En general; y un Concejal para el Lugar 6 – En general, cada uno por períodos de cuatro (4) años

Meeting Date: January 23, 2025

Department: Administration

Staff Contact: Jeana Bellinger, City Secretary

SUMMARY STATEMENT:

In accordance with the Texas Election Law and the City's Charter, the City must hold a General Election on Saturday, May 3, 2025 to elect one Councilmember for Place 1 – Ward 1; one Councilmember for Place 3 – Ward 3; one Councilmember for Place 5 – At Large; and one Councilmember for Place 6 – At Large. Each position will be for a four (4) year term.

Candidate applications for a place on the May 3, 2025 General Election ballot can be picked up at City Hall, 200 W. Vulcan Street, Suite 204, during normal business hours or can be downloaded from the City's website at www.cityofbrenham.org/elections. The candidate filing period for the May 3, 2025 General Election is Wednesday, January 15, 2025 through Friday, February 14, 2025. Applications can be filed in person, via regular mail, via e-mail or via fax.

De acuerdo con la Ley Electoral de Texas y la Carta Constitucional de la Ciudad, la Ciudad debe celebrar una Elección General el sábado 3 de mayo de 2025 para elegir a un Concejal para el Lugar 1 – Distrito 1; un Concejal por el Lugar 3 – Distrito 3; un Concejal por el Lugar 5 – En general; y un concejal por el Lugar 6 – En general. Cada cargo será por un período de cuatro (4) años.

Las solicitudes de candidatos para un lugar en la boleta de las Elecciones Generales del 3 de mayo de 2025 se pueden recoger en el Ayuntamiento, 200 W. Vulcan Street, Suite 204, durante el horario comercial normal o se pueden descargar del sitio web de la Ciudad en www.cityofbrenham.org/elections. El período de presentación de candidatos para las Elecciones Generales del 3 de mayo de 2025 es del miércoles 15 de enero de 2025 al viernes 14 de febrero de 2025. Las solicitudes se pueden presentar en persona, por correo ordinario, por correo electrónico o por fax.

ATTACHMENTS:

1. 2025 Election Order (English)
2. 2025 Election Order (Spanish)

RECOMMENDATION:

Approve an Order calling a General Election to be held on May 3, 2025 for the purpose of electing One Councilmember for Place 1 – Ward 1; One Councilmember for Place 3 – Ward 3; One Councilmember for Place 5 – At Large; and One Councilmember for Place 6 – At Large, each for four (4) year terms.

Aprobar una Orden que convoca a una Elección General que se llevará a cabo el 3 de mayo de 2025 con el propósito de elegir un Concejal para el Lugar 1 - Distrito 1; Un concejal por el Lugar 3 – Distrito 3; un concejal por el Lugar 5 – En general; y un Concejal para el Lugar 6 – En general, cada uno por períodos de cuatro (4) años.

ORDER

AN ORDER PROVIDING FOR A GENERAL ELECTION TO BE HELD ON SATURDAY, MAY 3, 2025, FOR THE PURPOSE OF ELECTING ONE COUNCILMEMBER FOR PLACE 1 – WARD 1; ONE COUNCILMEMBER FOR PLACE 3 – WARD 3; ONE COUNCILMEMBER FOR PLACE 5 – AT LARGE; AND ONE COUNCIL MEMBER FOR PLACE 6 – AT LARGE, EACH FOR FOUR-YEAR TERMS, FOR THE CITY OF BRENHAM, TEXAS

A general election is hereby ordered to be held on **MAY 3, 2025**, the same being the first Saturday in May, for the purpose of:

ELECTING ONE COUNCILMEMBER FOR PLACE 1 – WARD 1; ONE COUNCILMEMBER FOR PLACE 3 – WARD 3; ONE COUNCILMEMBER FOR PLACE 5 – AT LARGE; AND ONE COUNCIL MEMBER FOR PLACE 6 – AT LARGE, EACH FOR FOUR-YEAR TERMS

Early voting by personal appearance will be conducted every weekday at the **Washington County Annex Building, 100 S. Park Street, Brenham, Texas,** as follows:

Monday, April 21, 2025 through Tuesday, April 29, 2025
from 8:00 a.m. to 5:00 p.m.

The first day for a candidate to file an application for a place on the general election ballot is Wednesday, January 15, 2025.

The last day for a candidate to file an application for a place on the general election ballot is 5:00 p.m., Friday, February 14, 2025.

Applications for ballots by mail should be mailed to:

Carol Jackson, REO, EA
Early Voting Clerk
Washington County Elections Office
100 E. Main Street, Suite 105
Brenham, Texas 77833

Applications for ballot by mail must be received no later than the close of business at 5:00 p.m., Tuesday, **April 22, 2025.**

On Election Day, said election shall be held at the following designated voting places in the City of Brenham, Texas, for voters of the particular Wards:

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 Jr. College Student Center 1007 Walter Schwartz Way Brenham, Texas

The City shall provide at least one AutoMARK v. 1.0. Voting System in each polling place in every polling location used to conduct this election.

PASSED AND APPROVED by the City Council of the City of Brenham, Texas on this the 23rd day of January 2025.

_____
Atwood C. Kenjura
Mayor

ATTEST:

_____
Jeana Bellinger, TRMC, CMC
City Secretary

ORDEN

UNA ORDEN QUE ESTABLECE UNA ELECCIÓN GENERAL QUE SE LLEVARÁ A CABO EL SÁBADO 3 DE MAYO DE 2025, CON EL PROPÓSITO DE ELEGIR UN CONCEJAL PARA EL LUGAR 1 - DISTRITO 1; UN CONCEJAL POR EL LUGAR 3 – DISTRITO 3; UN CONCEJAL POR EL LUGAR 5 – GENERAL; Y UN CONCEJAL PARA EL LUGAR 6, EN GENERAL, CADA UNO POR PERÍODOS DE CUATRO AÑOS, PARA LA CIUDAD DE BRENHAM, TEXAS

Se ordena la celebración de elecciones generales el 3 de **mayo de 2025,** siendo el mismo el primer sábado de mayo, con el objeto de:

ELEGIR UN CONCEJAL PARA EL LUGAR 1 – DISTRITO 1; UN CONCEJAL POR EL LUGAR 3 – DISTRITO 3; UN CONCEJAL POR EL LUGAR 5 – GENERAL; Y UN MIEMBRO DEL CONSEJO PARA EL LUGAR 6, EN GENERAL, CADA UNO POR PERÍODOS DE CUATRO AÑOS

La votación anticipada por comparecencia personal se llevará a cabo todos los días de la semana en el **Edificio Anexo del Condado de Washington, 100 S. Park Street, Brenham, Texas,** de la siguiente manera:

Del lunes 21 de abril de 2025 al martes 29 de abril de 2025
de 8:00 a.m. a 5:00 p.m.

El primer día para que un candidato presente una solicitud para un lugar en la boleta de las elecciones generales es el miércoles 15 de enero de 2025.

El último día para que un candidato presente una solicitud para un lugar en la boleta de las elecciones generales es el viernes 14 de febrero de 2025 a las 5:00 p.m.

Las solicitudes de boletas por correo deben enviarse a:

Carol Jackson, REO, EA
Secretario de Votación Anticipada
Oficina de Elecciones del Condado de Washington
100 E. Calle Principal, Suite 105
Brenham, Texas 77833

Las solicitudes de boleta por correo deben recibirse a más tardar al cierre de operaciones a las 5:00 p.m. del martes **22 de abril de 2025.**

El Día de las Elecciones, dicha elección se llevará a cabo en los siguientes lugares de votación designados en la Ciudad de Brenham, Texas, para los votantes de los Distritos en particular:

Distrito 1: Biblioteca Conmemorativa Nancy Carol Roberts
100 W. Martin Luther King, Jr. Pkwy.
Brenham, Texas

Distrito 2: Centro de Eventos del Condado de Washington
1305 E. Blue Bell Road
Brenham, Texas

Distrito 3: Salón Brenham VFW
1200 E. Calle Tom Green
Brenham, Texas

Distrito 4: Centro de Estudiantes Universitarios Blinn Jr.
1007 Walter Schwartz Way
Brenham, Texas

La Ciudad deberá proporcionar al menos un AutoMARK v. 1.0. Sistema de votación en cada lugar de votación en cada lugar de votación utilizado para llevar a cabo esta elección.

APROBADO Y APROBADO por el Concejo Municipal de la Ciudad de Brenham, Texas a los 23 días de enero de 2025.

_____
Atwood C. Kenjura
Alcalde

ATESTIGUAR:

_____
Jeana Bellinger, TRMC, CMC
Secretaria Municipal

City Council Regular Meeting

AGENDA ITEM 7

Agenda Item: **Discuss and Possibly Act Upon an Ordinance on Its First Reading Ordering a Special Election on May 3, 2025 for the Purpose of Submitting to the Qualified Voters of Brenham Certain Proposed Amendments to the Existing Charter of the City of Brenham, Texas**

Discutir y posiblemente actuar sobre una ordenanza en su primera lectura que ordena una elección especial el 3 de mayo de 2025 con el propósito de presentar a los votantes calificados de Brenham ciertas enmiendas propuestas a la carta constitutiva existente de la ciudad de Brenham, Texas

Meeting Date: January 23, 2025

Department: Administration

Staff Contact: Jeana Bellinger, City Secretary

SUMMARY STATEMENT:

As discussed, several times the past few months, the city will be holding a Special Election on May 3, 2025 to submit to the voters proposed amendments to the City's Charter. There will be eleven (11) propositions submitted to the voters for consideration:

1. Proposition A: Grammar, punctuation and spelling corrections, deletion of reserved sections, renumbering, and vocabulary changes.
2. Proposition B: Indicate that the city's boundaries will be determined in accordance with applicable state, federal or other laws.
3. Proposition C: Three-year term limit for the Mayor and City Councilmembers; term limits will not begin until after May 3, 2025.
4. Proposition D: Mayor and City Councilmember qualifications and move conflicts of interest provisions to another section of the Charter.
5. Proposition E: City Council's determination concerning the clarification of its members.
6. Proposition F: Indicate uniform election day instead of a specific day.
7. Proposition G: Indicate that runoff elections will be held in accordance with applicable law.
8. Proposition H: Clarify when City Council should meet after an election.
9. Proposition I: Increase salaries for Mayor and City Councilmembers.
10. Proposition J: Add conflicts of interest provision (companion to Proposition D).
11. Proposition K: Reflect current procedures related to bonds for elected officials and certain city employees.

As required by the Texas Local Government Code, a Charter amendment election must be ordered by the adoption of an Ordinance. The Ordinance included in this packet specifically explains each Proposition and provides the ballot wording for each Proposition

Since this is an Ordinance, it will come back to City Council on February 6th for a second reading. Once approved on its second reading, it will officially call the Special Election for May 3, 2025.

Como se discutió, varias veces en los últimos meses, la ciudad llevará a cabo una Elección Especial el 3 de mayo de 2025 para presentar a los votantes las enmiendas propuestas a la Carta Constitucional de la Ciudad. Habrá once (11) proposiciones presentadas a los votantes para su consideración:

1. Proposición A: Correcciones gramaticales, de puntuación y ortografía, eliminación de secciones reservadas, renumeración y cambios de vocabulario.
2. Propuesta B: Indica que los límites de la ciudad se determinarán de acuerdo con las leyes estatales, federales u otras leyes aplicables.
3. Proposición C: Límite de mandato de tres años para el alcalde y los concejales de la ciudad; Los límites de mandato no comenzarán hasta después del 3 de mayo de 2025.
4. Propuesta D: Requisitos para el alcalde y los concejales y trasladar las disposiciones sobre conflictos de intereses a otra sección de la Constitución.
5. Proposición E: Determinación del Concejo Municipal sobre la aclaración de sus miembros.
6. Proposición F: Indicar un día de elección uniforme en lugar de un día específico.
7. Propuesta G: Indicar que las elecciones de segunda vuelta se llevarán a cabo de acuerdo con la ley aplicable.
8. Propuesta H: Aclarar cuándo debe reunirse el Concejo Municipal después de una elección.
9. Proposición I: Aumentar los salarios de los alcaldes y concejales.
10. Proposición J: Agregue la provisión de conflictos de intereses (complementaria a la Proposición D).
11. Propuesta K: Refleja los procedimientos actuales relacionados con los bonos para funcionarios electos y ciertos empleados de la ciudad.

Como lo requiere el Código de Gobierno Local de Texas, una elección de enmienda a la Carta Constitucional debe ser ordenada mediante la adopción de una Ordenanza. La Ordenanza incluida en este paquete explica específicamente cada Proposición y proporciona el texto de la boleta electoral para cada Proposición

Dado que se trata de una Ordenanza, volverá al Concejo Municipal el 6 de febrero para una segunda lectura. Una vez aprobado en su segunda lectura, convocará oficialmente a la Elección Especial para el 3 de mayo de 2025.

ATTACHMENTS:

1. Ordinance Calling Special Election - English
2. Ordinance Calling Special Election - Spanish

RECOMMENDATION:

Approve an Ordinance on its first reading ordering a Special Election on May 3, 2025 for the purpose of submitting to the qualified voters of Brenham certain proposed Amendments to the existing Charter of the City of Brenham, Texas.

Aprobar una Ordenanza en su primera lectura que ordene una Elección Especial el 3 de mayo de 2025 con el propósito de presentar a los votantes calificados de Brenham ciertas Enmiendas propuestas a la Carta Constitucional existente de la Ciudad de Brenham, Texas.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS, ORDERING A SPECIAL ELECTION TO BE HELD IN CONJUNCTION WITH THE CITY OF BRENHAM REGULAR GENERAL ELECTION ON MAY 6, 2025, FOR THE PURPOSE OF SUBMITTING PROPOSITIONS TO THE QUALIFIED VOTERS OF BRENHAM, TEXAS FOR CERTAIN PROPOSED AMENDMENTS TO THE EXISTING HOME RULE CHARTER OF THE CITY; STATING PROPOSED AMENDMENTS TO BE VOTED UPON AT SAID ELECTION; DESIGNATION OF EARLY VOTING DATES AND TIMES AND POLLING PLACES OF SAID ELECTION; PROVIDING THE FORM OF THE BALLOT AND DIRECTING THAT THE NOTICE OF ELECTION BE GIVEN; PROVIDING FOR FISCAL IMPACT ESTIMATES; CONTAINING OTHER PROVISIONS REQUIRED BY THE TEXAS ELECTION CODE; DIRECTING PUBLICATION AS REQUIRED BY LAW; FINDING THAT THE MEETINGS AT WHICH THIS ORDINANCE IS CONSIDERED ARE OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING FOR SEVERABILITY AND THE REPEAL OF CONFLICTING ORDINANACES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Texas Local Government Code, Section 9.004(b) provides that the ordinance ordering a charter amendment election shall provide for the special election to be held on the first authorized uniform election date prescribed by the Texas Election Code or on the earlier of the date of the next municipal general election or presidential general election; and

WHEREAS, May 9, 2015 is the date provided for in the Texas Election Code for the next regular general election in the City of Brenham, Texas, therefore the City is authorized to order a special charter amendment election to be held on May 6, 2025; and

WHEREAS, Article VII, Section 4 of the Home Rule Charter of the City of Brenham provides for amending the Charter and having the amendments submitted to the voters; and

WHEREAS, the Home Rule Charter amendment election shall be held and conducted in accordance with Sections 9.001, 9.004 and 9.005 of the Texas Local Government Code and all other applicable election laws; and

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

SECTION 1.
GENERAL PROVISIONS

That a Special Election shall be held on May 6, 2025 for the purpose of submitting ballot propositions to the qualified voters of the City of Brenham, Texas for proposed amendments to the existing Home Rule Charter.

Subsection A: That a Special Election shall be held in the City of Brenham, Texas on the 6th day of May, 2025 at which election ballot propositions for proposed amendments to the City of Brenham Home Rule Charter shall be voted upon by the resident qualified voters of the City of Brenham.

Subsection B: That early voting by personal appearance in said election shall be conducted every weekday at the **Washington County Annex Building**, 100 S. Park Street, Brenham, Texas, as follows:

Monday, April 21, 2025 through Tuesday, April 29, 2025 from 8:00 a.m. to 5:00 p.m.:

Subsection C: That all applications for ballots by mail shall be mailed to:

Carol Jackson, REO, EA
Early Voting Clerk
Washington County Elections Office
100 E. Main Street, Suite 105
Brenham, Texas 77833

All applications for ballots by mail must be received no later than the close of business at 5:00 p.m. on Tuesday, April 22, 2025.

Subsection D: That said election shall be held at the following designated voting places in the City of Brenham, Texas, for voters of the particular Wards:

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 Jr. College Student Center
1007 Walter Schwartz Way
Brenham, Texas

Subsection E: That said election shall be held in accordance with the provisions of the Constitution and Laws of the State of Texas, and only duly qualified resident voters of the City of Brenham shall be allowed to vote.

Subsection F: Notice of said election shall be given as provided by in the Texas Election Code and the Texas Local Government Code.

Subsection G: The City Secretary is hereby authorized and instructed to publish notice of said election as required by law.

Subsection H: There are a total of eleven (11) amendment propositions on the ballot for the May 6, 2025 special charter amendment election. It is estimated that ten (10) of the proposed amendments are anticipated to have no fiscal impact to the City of Brenham if the 10 proposed amendments are approved at the special election. Only Proposition I is anticipated to have any fiscal impact on the City of Brenham. If Proposition I is approved at the special election, it is estimated that the City of Brenham will have a budget impact of nineteen thousand, five hundred and no/100 dollars ($19,500.00) per fiscal year for an increase in the Mayor and City Councilmember's monthly salaries.

Subsection I: There shall be placed on the official ballot the following proposed amendments to the City Charter for the City of Brenham, Texas, and the ballot shall provide that the voter may approve or disapprove the propositions which are stated individually as follows:

AMENDMENT A

SHALL ARTICLE I, SECTION 2; ARTICLE II, SECTIONS 1, 2 AND 8; ARTICLE III, SECTIONS 8, 15, 17, 18, 19, 21 AND 23, 24; ARTICLE IV, SECTIONS 1, 2, 3 AND 8; ARTICLE V, SECTIONS 1, 2, 3 AND 4; ARTICLE VI, SECTIONS 3, 6, 9, 11 AND 15-19; AND ARTICLE VII, SECTIONS 6, 12, 14, 15, 19 AND 24 OF THE BRENHAM CITY CHARTER REGARDING GRAMMAR CORRECTIONS, SPELLING CORRECTIONS, PUNCTUATION CORRECTIONS, DELETION OF RESERVED SECTIONS AND RENUMBERING, AND VOCABULARY CHANGES BE AMENDED AS FOLLOWS?

ARTICLE I. INCORPORATION; FORM OF GOVERNMENT; BOUNDARIES

Sec. 2. - Boundaries

The City Council shall have the power by ordinance to establish the boundary limits of the City of Brenham; and to provide for the alterations and extension of said boundary limits, the annexation of additional territory to the City and the detachment or disannexation of territory, with or without the consent of the owners and inhabitants of the territory annexed, detached or disannexed. The boundaries of the City shall be those established by ordinance of the City Council enacted in accordance with the procedures provided for in applicable federal, state or other law. The City Secretary shall keep a correct and complete description of the City boundaries, indicating all annexations, detachments and disannexations.

ARTICLE II. POWERS

Sec. 1. – Powers generally.

The said City of Brenham shall have power to ordain and establish such acts, laws, rules, regulations, resolutions, and ordinances, not inconsistent with the Constitution and laws of Texas and of this Charter, as shall be needful for the government, interests, health, welfare and good order of said City and its inhabitants. Under the name of the City of Brenham it shall be known in law and have succession and be capable of contracting and being contracted with, suing and being sued, impleading and being impleaded, answering and being answered unto, in all courts and tribunals, and in all amounts whatsoever, subject to the laws of the State of Texas, or which shall hereafter be passed.

The City of Brenham shall have the power to take, hold, lease, grant, purchase and convey such real property or mixed property or estate, situated within, or without, the limits thereof, as the purpose of said corporation may require and shall have and use a corporate seal, and change and renew the same at its pleasure.

Sec. 2. – Rights reserved.

All suits, taxes, penalties, fines, forfeiture, and all other rights, claims and demands, of every kind and character, which have accrued under the laws in favor of said City, heretofore in force governing the same, shall belong to and vest in said ~~c~~City and shall not abate by reason of the adoption or amendment of this Charter, and shall be prosecuted and collected for the use and benefit of said City of Brenham and shall not be in any manner affected by the taking effect of this Charter; but as to all of such rights, the laws under which they shall have accrued shall be deemed to be in full force and effect.

Sec. 8. – Manufacture of electricity, gas, etc.; purchase and sale of gas, water, electricity, etc.

Said City shall have the authority to manufacture its own electricity, gas or anything else that may be needed or used by it or the public; to make contracts with any person, firm or corporation for the purchase of gas, water, electricity or any other commodity or articles used by it or the public, and to sell same to the public as may be determined by the ~~governing authority~~ City Council.

ARTICLE III. THE CITY COUNCIL

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

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

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

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

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

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

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

Sec. 18. - Emergency measures.

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

Sec. 19. - Publication of penal ordinances.

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

Sec. 21. - Recording and authenticating documents.

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

Secs. ~~23,~~ 24. - Reserved.

ARTICLE IV. THE CITY MANAGER; FINANCES

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

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

Sec. 2. - Duties generally.

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

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

Sec. 3. - Annual budget.

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

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

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

ARTICLE V. IMPROVEMENT BONDS

Sec. 1. - Purpose.

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

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

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

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

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

Sec. 4. - Submitting to referendum.

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

ARTICLE VI. TAXATION

Sec. 3. - Occupation tax.

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

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

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

Sec. 9. - Time of levying.

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

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

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

Secs. 15, —19. - Reserved.

ARTICLE VII. MISCELLANEIOUS PROVISIONS

Sec. 6. - Establishment of wards; purpose.

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

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

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

Sec. 14. - Court.

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

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

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

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

Sec. 15. - Council investigations.

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

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

Within thirty (30) days after an initiative or referendum petition is filed, the City Secretary shall determine whether the same is signed by the requisite number of qualified voters. The City Secretary shall declare void any petition paper which does not have an affidavit attached thereto as required in Section 18~~20C~~ of this Article. In examining the petition the Secretary shall write the letters "DV" (declared void) in red ink opposite the names of signatures found not qualified to vote. After completing examination of the petition, the Secretary shall certify the result thereof to the Council at its next regular meeting, stating the number of the persons found on the petition who are qualified to vote and the number of persons found on the petition who are~~[are]~~ not qualified to vote. If the Certificate of the City Secretary shall show an initiative or referendum petition to be insufficient, the Secretary shall notify the persons filing the petition, and it may be amended within ten (10) days from the date of such notice by filing a supplementary petition upon additional papers signed and filed as provided for in the original petition. Within ten (10) days after such amendment is filed, the Secretary shall examine the amended petition and certify as to its sufficiency. If the amended petition is found to be insufficient, the Secretary shall return the petition to the person filing the same, without prejudice to the filing of a new petition for the same purpose.

Sec. 24. - Recall ballot.

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

AMENDMENT A SHALL BE PLACED ON THE BALLOT IN THE FORM OF THE FOLLOWING PROPOSITION:

PROPOSITION A

☐ YES

☐ NO

Shall the Brenham City Charter be amended by 1) making corrections to grammar, spelling and punctuation errors throughout all Articles of the Charter; 2) deleting reserved sections of the Charter throughout all Articles of the Charter and renumbering the sections due to deletions and other revisions as necessitated by other propositions on this ballot that are approved by the voters; and 3) making non-substantive vocabulary changes throughout all Articles of the Charter in order to use modern and consistent terminology, titles, and labels, which shall include but not be limited to, changing the references to members of the governing body from “governing authority” to “City Council”?

AMENDMENT B

SHALL ARTICLE I, SECTION 2 OF THE BRENHAM CITY CHARTER REGARDING THE BOUNDARIES OF THE CITY BE AMENDED AS FOLLOWS?

ARTICLE I. INCORPORATION; FORM OF GOVERNMENT; BOUNDARIES

Sec. 2. - Boundaries.

The City Council shall have the power by ordinance to establish the boundary limits of the City of Brenham; and to provide for the alterations and extension of said boundary limits, the annexation of additional territory to the City and ~~the detachment or~~ disannexation of territory, with or without the consent of the owners and inhabitants of the territory annexed~~, detached~~ or disannexed, in accordance with applicable federal, state or other law. ~~The boundaries of the City shall be those established by ordinance of the City Council enacted in accordance with the procedures provided for in applicable federal, state or other law.~~ The City Secretary shall keep a correct and complete description of the City boundaries, indicating all annexations~~, detachments~~ and disannexations.

AMENDMENT B SHALL BE PLACED ON THE BALLOT IN THE FORM OF THE FOLLOWING PROPOSITION:

PROPOSITION B

☐ YES
☐ NO

Shall Article I, Section 2 of the Brenham City Charter be amended by clarifying the authority, procedures and terminology concerning annexation and disannexation of territory to be consistent with applicable federal, state or other law?

AMENDMENT C

SHALL ARTICLE III, SECTION 4 OF THE BRENHAM CITY CHARTER REGARDING CITY COUNCIL TERMS OF OFFICE BE AMENDED AS FOLLOWS?

ARTICLE III. THE CITY COUNCIL

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

The Mayor and each Councilmember shall serve for a term of four (4) years, beginning with the first meeting of the City Council following their election until the later of the first meeting of the City Council following the regular election four (4) years later or their successor has been elected and duly qualified.

A person shall not serve as Mayor more than three (3) consecutive elected four (4) year terms of office. Time served by appointment or by election to fill a vacancy in the office of Mayor for an unexpired term shall not count toward the term limit. After completing three (3) consecutive elected terms of office, a person may again serve in the office of Mayor after one (1) entire year of not holding the office of Mayor. Non-consecutive terms of office shall not be limited.

A person shall not serve as a Councilmember, either in a ward or at-large, more than three (3) consecutive elected four (4) year terms of office, or twelve (12) consecutive years. Time served by appointment or by election to fill a vacancy in the office of Councilmember for an unexpired term shall not count toward the twelve (12) year term limit. After completing three (3) consecutive elected terms of office, or twelve (12) consecutive years, a person may again serve in the office of Councilmember after one (1) entire year of not holding the office of Councilmember. Non-consecutive terms of office shall not be limited.

Terms of office, or partial terms of office, served prior to May 3, 2025 shall not be considered for the purpose of term limits.

AMENDMENT C SHALL BE PLACED ON THE BALLOT IN THE FORM OF THE FOLLOWING PROPOSITION:

PROPOSITION C

☐ YES

☐ NO

Shall Article III, Section 4 of the Brenham City Charter be amended by providing that a person may not serve as Mayor more than three (3) consecutive elected four (4) year terms of office; providing that after completing three (3) consecutive elected terms of office, a person may again serve in the office of Mayor after one (1) entire year of not holding the office of Mayor; providing that a person shall not serve as a Councilmember, either in a ward or at-large, more than three (3) consecutive elected four (4) year terms of office, or twelve (12) consecutive years; providing that after completing three (3) consecutive elected terms of office, or twelve (12) consecutive years, a person may again serve in the office of Councilmember after one (1) entire year of not holding the office of Councilmember; providing that time served by appointment or by election to fill a vacancy in the office of Mayor or Councilmember for an unexpired term shall not count toward the term limit; and providing that terms of office, or partial terms of office, served as Mayor or Councilmember prior to May 3, 2025 shall not be considered for the purpose of term limits?

AMENDMENT D

SHALL ARTICLE III, SECTION 6 OF THE BRENHAM CITY CHARTER REGARDING THE QUALIFICATIONS TO HOLD OFFICE OF MAYOR, COUNCILMEMBERS AND OTHER OFFICERS AND EMPLOYEES, AND CONFLICTS OF INTEREST BE AMENDED AS FOLLOWS?

ARTICLE III. THE CITY COUNCIL

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

The Mayor and each Councilmember shall be a resident citizen~~s~~ of the City of Brenham, be a qualified voter~~have the qualifications of electors therein~~, be of a minimum age of twenty-one (21) when elected, and shall have been resident citizens of the City of Brenham and any ward they may represent for a period of twelve (12) months immediately preceding such election. Any such officer of the City who shall cease to possess any of the qualifications herein required shall automatically forfeit his office. ~~The Mayor, Councilmembers and other officers and employees shall not be interested in the profits or emoluments of any contract, job, work or service for the municipality, or interested in the sale to the City of any supplies, equipment, material, or articles purchased. Any officer or employee of the City who shall cease to possess any of the qualifications herein required shall forthwith and ipso facto forfeit his office, and any such contract in which any officer or employee is or may become interested may be declared void by the City Council.~~

AMENDMENT D SHALL BE PLACED ON THE BALLOT IN THE FORM OF THE FOLLOWING PROPOSITION:

PROPOSITION D

☐ YES

☐ NO

Shall Article III, Section 6 of the Brenham City Charter be amended by clarifying the qualifications necessary to hold the office of Mayor and Councilmember; clarifying that any Mayor or Councilmember that ceases to possess any of the required qualifications shall automatically forfeit his office; and deleting provisions related to conflicts of interest?

AMENDMENT E

SHALL ARTICLE III, SECTION 8 OF THE BRENHAM CITY CHARTER REGARDING CANVASSING RETURNS AND DECLARING RESULTS OF ELECTION AND JUDGES OF ITS OWN ELECTION AND QUALIFICATIONS BE AMENDED AS FOLLOWS?

ARTICLE III. THE CITY COUNCIL

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

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

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

AMENDMENT E SHALL BE PLACED ON THE BALLOT IN THE FORM OF THE FOLLOWING PROPOSITION:

PROPOSITION E

☐ YES
☐ NO

Shall Article III, Section 8 of the Brenham City Charter be amended by clarifying that members of the City Council do not serve as Election Judges, as that position is defined in Chapter 32 of the Texas Election Code, in any election held by the City?

AMENDMENT F

SHALL ARTICLE III, SECTIONS 9 AND 11 OF THE BRENHAM CITY CHARTER REGARDING REGULAR ELECTION DAYS BE AMENDED AS FOLLOWS?

ARTICLE III. THE CITY COUNCIL

Sec. 9. - Regular election days.

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

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

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

AMENDMENT F SHALL BE PLACED ON THE BALLOT IN THE FORM OF THE FOLLOWING PROPOSITION:

PROPOSITION F

☐ YES
☐ NO

Shall Article III, Sections 9 and 11 of the Brenham City Charter be amended by providing that the regular municipal elections of the City shall be held on the uniform election date in May of odd-numbered years, or on any other uniform election date authorized by law?

AMENDMENT G

SHALL ARTICLE III, SECTION 10 OF THE BRENHAM CITY CHARTER REGARDING RUNOFF ELECTIONS BE AMENDED AS FOLLOWS?

ARTICLE III. THE CITY COUNCIL

Sec. 10. – Runoff elections.

In the event any candidate for the Council (including the Mayor) fails to receive, at any regular or special election, a majority of all votes cast for his particular office, the Mayor or, if he fails to do so, the Council shall no later than the fifth day following the official canvas of the election order a runoff election to be held ~~within thirty (30) days of said canvass~~ in accordance with applicable law.

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

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

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

AMENDMENT G SHALL BE PLACED ON THE BALLOT IN THE FORM OF THE FOLLOWING PROPOSITION:

PROPOSITION G

☐ YES
☐ NO

Shall Article III, Section 10 of the Brenham City Charter be amended by providing that all City Council runoff elections shall be held in accordance with applicable law?

AMENDMENT H

SHALL ARTICLE III, SECTION 13 OF THE BRENHAM CITY CHARTER REGARDING ORGANIZATIONAL MEETINGS AND HOLDING OTHER MEETINGS BE AMENDED AS FOLLOWS?

ARTICLE III. THE CITY COUNCIL

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

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

AMENDMENT H SHALL BE PLACED ON THE BALLOT IN THE FORM OF THE FOLLOWING PROPOSITION:

PROPOSITION H

☐ YES
☐ NO

Shall Article III, Section 13 of the Brenham City Charter be amended by providing that the City Council shall meet within fourteen (14) days after an election, whether a regular election or runoff election, at which time Councilmembers-elect shall qualify and assume the duties of their offices?

AMENDMENT I

SHALL ARTICLE III, SECTION 14 OF THE BRENHAM CITY CHARTER REGARDING MAYOR AND CITY COUNCILMEMBER SALARIES BE AMENDED AS FOLLOWS?

ARTICLE III. THE CITY COUNCIL

Sec. 14. - Salaries.

The Mayor shall receive a salary of five hundred fifty ~~two hundred seventy-five~~ dollars ($550.00)~~($275.00)~~ per month and each Councilmember shall receive a salary of four hundred fifty ~~two hundred twenty-five~~ dollars ($450.00)~~($225.00)~~ per month.

AMENDMENT I SHALL BE PLACED ON THE BALLOT IN THE FORM OF THE FOLLOWING PROPOSITION:

PROPOSITION I

☐ YES

☐ NO

Shall Article III, Section 14 of the Brenham City Charter be amended by providing that the Mayor's salary shall be changed from two hundred seventy-five dollars ($275.00) per month to five hundred fifty dollars ($550.00) per month, and each Councilmember's salary shall be changed from two hundred twenty-five dollars ($225.00) per month to four hundred fifty dollars ($450.00) per month?

AMENDMENT J

SHALL ARTICLE III, SECTION 23 OF THE BRENHAM CITY CHARTER BE AMENDED TO ADD ARTICLE III, SECTION 23 TO PROVIDE FOR PROVISIONS FOR CONFLICTS OF INTEREST AS FOLLOWS?

Secs. 23~~, 24~~. – ~~Reserved~~ Conflicts of Interest.

The Mayor, Councilmembers and other officers and employees, with regard to any contract or other matter authorized by the City, shall comply with the Texas Local Government Code and all other applicable laws governing conflicts of interest of local public officials.

AMENDMENT J SHALL BE PLACED ON THE BALLOT IN THE FORM OF THE FOLLOWING PROPOSITION:

PROPOSITION J

☐ YES
☐ NO

Shall Article III, Section 23 of the Brenham City Charter be amended by adding Article III, Section 23 requiring the Mayor, City Councilmembers and other officers and employees of the City, with regard to any contract or other matter authorized by the City, to comply with the Texas Local Government Code and all other applicable laws governing conflicts of interest of local public officials?

AMENDMENT K

SHALL ARTICLE VII, SECTION 7 OF THE BRENHAM CITY CHARTER BE AMENDED TO RELECT CURRENT PROCEDURES RELATED TO OFFICIAL BONDS AS FOLLOWS?

Sec. 7. - Official bonds.

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

AMENDMENT K SHALL BE PLACED ON THE BALLOT IN THE FORM OF THE FOLLOWING PROPOSITION:

PROPOSITION K

☐ YES
☐ NO

Shall Article VII, Section 7 of the Brenham City Charter be amended by providing that with regard to official bonds of certain officers of the City, the City Manager, rather than the City Council, shall determine the amounts of and approve said bonds?

SECTION 2.
SAVINGS CLAUSE

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

SECTION 3.
SEVERABILITY

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

SECTION 4.
REPEALER

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

SECTION 5.
EFFECTIVE DATE

This Ordinance shall become effective upon adoption and publication as required by law.

SECTION 6.
PROPER NOTICE AND MEETINGS

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

PASSED AND APPROVED on its first reading the ____ day of _____, 2025.

PASSED AND APPROVED on its second reading the ____ day of _____, 2025.

_____
Atwood C. Kenjura
Mayor

ATTEST:

_____
Jeana Bellinger, TRMC, CMC
City Secretary

ORDENANZA NO. _____

UNA ORDENANZA DE LA CIUDAD DE BRENHAM, TEXAS, QUE ORDENA QUE SE CELEBRE UNA ELECCIÓN ESPECIAL JUNTO CON LA ELECCIÓN GENERAL REGULAR DE LA CIUDAD DE BRENHAM EL 6 DE MAYO DE 2025, CON EL FIN DE PRESENTAR PROPUESTAS A LOS VOTANTES CALIFICADOS DE BRENHAM, TEXAS, PARA CIERTAS ENMIENDAS PROPUESTAS A LA CARTA DE AUTONOMÍA EXISTENTE DE LA CIUDAD; EXPONER LAS ENMIENDAS PROPUESTAS PARA SER VOTADAS EN DICHA ELECCIÓN; DESIGNACIÓN DE FECHAS Y HORAS DE VOTACIÓN ANTICIPADA Y LUGARES DE VOTACIÓN DE DICHA ELECCIÓN; PROPORCIONAR LA FORMA DE LA BOLETA Y ORDENAR QUE SE DÉ EL AVISO DE ELECCIÓN; PROPORCIONAR ESTIMACIONES DE IMPACTO FISCAL; QUE CONTENGA OTRAS DISPOSICIONES REQUERIDAS POR EL CÓDIGO ELECTORAL DE TEXAS; DIRIGIR LA PUBLICACIÓN SEGÚN LO REQUIERA LA LEY; DETERMINAR QUE LAS REUNIONES EN LAS QUE SE CONSIDERA ESTA ORDENANZA ESTÁN ABIERTAS AL PÚBLICO COMO LO EXIGE LA LEY; ESTABLECER LA DIVISIBILIDAD Y LA DEROGACIÓN DE LAS ORDENANZAS CONFLICTIVAS; Y PROPORCIONAR UNA FECHA DE ENTRADA EN VIGOR.

CONSIDERANDO QUE, la Sección 9.004(b) del Código de Gobierno Local de Texas establece que la ordenanza que ordena una elección de enmienda a los estatutos deberá disponer que la elección especial se lleve a cabo en la primera fecha de elección uniforme autorizada prescrita por el Código Electoral de Texas o en la fecha de la próxima elección general municipal o elección general presidencial, lo que ocurra primero; y

CONSIDERANDO QUE, el 9 de mayo de 2015 es la fecha prevista en el Código Electoral de Texas para la próxima elección general regular en la Ciudad de Brenham, Texas, por lo tanto, la Ciudad está autorizada a ordenar una elección especial de enmienda a la carta constitucional que se llevará a cabo el 6 de mayo de 2025; y

CONSIDERANDO QUE, el Artículo VII, Sección 4 de la Carta de Autonomía de la Ciudad de Brenham prevé la enmienda de la Carta y la presentación de las enmiendas a los votantes; y

CONSIDERANDO QUE, la elección de enmienda a la Carta Autónoma se llevará a cabo y llevará a cabo de acuerdo con las Secciones 9.001, 9.004 y 9.005 del Código de Gobierno Local de Texas y todas las demás leyes electorales aplicables; y

AHORA, POR LO TANTO, SEA ORDENADO POR EL CONCEJO MUNICIPAL DE LA CIUDAD DE BRENHAM, TEXAS:

SECCIÓN 1.
DISPOSICIONES GENERALES

Que se llevará a cabo una Elección Especial el 6 de mayo de 2025 con el propósito de presentar propuestas de boleta electoral a los votantes calificados de la Ciudad de Brenham, Texas para las enmiendas propuestas a la Carta de Autonomía existente.

Subsección A: Que se llevará a cabo una Elección Especial en la Ciudad de Brenham, Texas, el día 6 de mayo de 2025 en la que las propuestas de votación para las enmiendas propuestas a la Carta de Autonomía de la Ciudad de Brenham serán votadas por los votantes calificados residentes de la Ciudad de Brenham.

Subsección B: Que la votación anticipada por comparecencia personal en dicha elección se llevará a cabo todos los días de la semana en el **Edificio Anexo del Condado de Washington**, 100 S. Park Street, Brenham, Texas, de la siguiente manera:

Del lunes 21 de abril de 2025 al martes 29 de abril de 2025 de 8:00 a.m. a 5:00 p.m.:

Subsección C: Que todas las solicitudes de boletas por correo se enviarán a:

Carol Jackson, REO, EA
Secretario de Votación Anticipada
Oficina de Elecciones del Condado de Washington
100 E. Calle Principal, Suite 105
Brenham, Texas 77833

Todas las solicitudes de boletas por correo deben recibirse a más tardar al cierre de operaciones a las 5:00 p.m. del martes 22 de abril de 2025.

Subsección D: Que dicha elección se llevará a cabo en los siguientes lugares de votación designados en la Ciudad de Brenham, Texas, para los votantes de los Distritos en particular:

Distrito 1: Biblioteca Conmemorativa Nancy Carol Roberts
100 W. Martin Luther King, Jr. Pkwy.
Brenham, Texas

Distrito 2: Centro de Eventos del Condado de Washington
1305 E. Blue Bell Road
Brenham, Texas

Distrito 3: Salón Brenham VFW
1200 E. Calle Tom Green
Brenham, Texas

Distrito 4: Centro de Estudiantes Universitarios Blinn Jr.
1007 Walter Schwartz Way
Brenham, Texas

Subsección E: Que dicha elección se llevará a cabo de acuerdo con las disposiciones de la Constitución y las Leyes del Estado de Texas, y solo se permitirá votar a los votantes residentes debidamente calificados de la Ciudad de Brenham.

Subsección F: La notificación de dicha elección se dará según lo dispuesto en el Código Electoral de Texas y el Código de Gobierno Local de Texas.

Subsección G: Por la presente, se autoriza e instruye al Secretario de la Ciudad a publicar un aviso de dicha elección según lo requiera la ley.

Subsección H: Hay un total de once (11) propuestas de enmienda en la boleta electoral para la elección especial de enmienda a la carta constitutiva del 6 de mayo de 2025. Se estima que diez (10) de las enmiendas propuestas no tendrán ningún impacto fiscal para la Ciudad de Brenham si las 10 enmiendas propuestas se aprueban en la elección especial. Solo se anticipa que la Proposición I tendrá algún impacto fiscal en la ciudad de Brenham. Si la Proposición I es aprobada en la elección especial, se estima que la Ciudad de Brenham tendrá un impacto presupuestario de diecinueve mil, quinientos no/100 dólares ($19,500.00) por año fiscal para un aumento en los salarios mensuales del Alcalde y el Concejal de la Ciudad.

Subsección I: Se colocarán en la boleta oficial las siguientes enmiendas propuestas a la Carta Constitucional de la Ciudad de Brenham, Texas, y la boleta dispondrá que el votante puede aprobar o desaprobar las proposiciones que se expresan individualmente de la siguiente manera:

ENMIENDA A

EL ARTÍCULO I, SECCIÓN 2; ARTÍCULO II, SECCIONES 1, 2 Y 8; ARTÍCULO III, SECCIONES 8, 15, 17, 18, 19, 21 Y 23 Y 24; ARTÍCULO IV, SECCIONES 1, 2, 3 Y 8; ARTÍCULO V, SECCIONES 1, 2, 3 Y 4; ARTÍCULO VI, SECCIONES 3, 6, 9, 11 Y 15 A 19; Y EL ARTÍCULO VII, SECCIONES 6, 12, 14, 15, 19 Y 24 DE LA CARTA DE BRENHAM CITY CON RESPECTO A LAS CORRECCIONES GRAMATICALES, CORRECCIONES ORTOGRÁFICAS, CORRECCIONES DE PUNTUACIÓN, ELIMINACIÓN DE SECCIONES RESERVADAS Y RENUMERACIÓN, Y CAMBIOS DE VOCABULARIO SE ENMIENDEN DE LA SIGUIENTE MANERA?

ARTÍCULO I. CONSTITUCIÓN; FORMA DE GOBIERNO; LÍMITES

Artículo 2. -Límites

El Concejo Municipal tendrá el poder por ordenanza para establecer los límites de la Ciudad de Brenham; y disponer la alteración y ampliación de dichos límites limítrofes, la anexión de territorio adicional a la Ciudad y el desprendimiento o desanexión de territorio, con o sin el consentimiento de los propietarios y habitantes del territorio anexionado, separado o desanexado. Los límites de la Ciudad serán los establecidos por ordenanza del Concejo Municipal promulgada de acuerdo con los procedimientos previstos en las leyes federales, estatales u otras leyes aplicables. El Secretario de la Ciudad mantendrá una descripción correcta y completa de los límites de la Ciudad, indicando todas las anexiones, destacamentos y desanexiones.

ARTICULO II. PODERES

Artículo 1. – Poderes en general.

La mencionada Ciudad de Brenham tendrá el poder de ordenar y establecer los actos, leyes, reglas, reglamentos, resoluciones y ordenanzas, que no sean incompatibles con la Constitución y las leyes de Texas y de esta Carta, según sean necesarios para el gobierno, los intereses, la salud, el bienestar y el buen orden de dicha Ciudad y sus habitantes. Bajo el nombre de la Ciudad de Brenham será conocida en la ley y tendrá sucesión y será capaz de contratar y ser contratada, demandar y ser demandada, implorar y ser alegada, responder y ser respondida, en todos los tribunales y cortes, y en todas las cantidades, sujeto a las leyes del Estado de Texas, o que se apruebe en lo sucesivo.

La Ciudad de Brenham tendrá el poder de tomar, mantener, arrendar, otorgar, comprar y transmitir dicha propiedad inmueble o propiedad mixta o patrimonio, situado dentro o fuera de los límites de los mismos, según lo requiera el propósito de dicha corporación y tendrá y utilizará un sello corporativo, y cambiará y renovará el mismo a su gusto.

Artículo 2. – Derechos reservados.

Todos los pleitos, impuestos, sanciones, multas, confiscaciones y todos los demás derechos, reclamaciones y demandas, de cualquier tipo y carácter, que se hayan acumulado en virtud de las leyes a favor de dicha Ciudad, hasta ahora vigentes que rigen la misma, pertenecerán y se conferirán a dicha ~~Ciudad~~ y no se extinguirán por razón de la adopción o enmienda de esta Carta. y será procesado y recogido para el uso y beneficio de dicha Ciudad de Brenham y no se verá afectado de ninguna manera por la entrada en vigor de esta Carta; pero en cuanto a todos estos derechos, se considerará que las leyes en virtud de las cuales se hayan devengado están en pleno vigor y efecto.

Artículo 8. – Fabricación de energía eléctrica, gas, etc.; Compra y venta de gas, agua, electricidad, etc.

Dicha Ciudad tendrá la autoridad para fabricar su propia electricidad, gas o cualquier otra cosa que pueda ser necesaria o utilizada por ella o por el público; para hacer contratos con cualquier persona, empresa o corporación para la compra de gas, agua, electricidad o cualquier otro producto o artículos utilizados por ella o el público, y para venderlos al público según lo determine la ~~autoridad gubernamental~~ del Ayuntamiento.

ARTICULO III. EL AYUNTAMIENTO

Artículo 8. - Escrutinio de los resultados y declaración de los resultados de las elecciones; jueces de su propia elección y calificación.

Los resultados de cada elección municipal serán entregados inmediatamente por los Jueces Electorales al Secretario de la Ciudad. El Consejo examinará los resultados; investigar las calificaciones de los candidatos y declarar los resultados oficiales de la elección de acuerdo con las leyes estatales y federales aplicables. Los resultados de cada elección municipal se registrarán en las actas del Concejo por Distritos, cuando corresponda. En cada elección, la persona calificada que reciba la mayoría de todos los votos emitidos para el cargo que esa persona aspira será declarada electa por dicho Consejo.

El Concejo Municipal será juez de la elección y la calificación de sus miembros por parte del Concejo será concluyente y definitiva para todos los propósitos.

Artículo 15. - Convocar a reuniones extraordinarias; determinar las reglas y el orden del día; diario; quórum; votación de medidas.

El Alcalde o tres (3) Concejales pueden convocar reuniones extraordinarias del Concejo Municipal en cualquier momento que consideren conveniente. El Concejo Municipal determinará sus propias reglas y orden del día~~,~~ y mantendrá un diario de los procedimientos en un libro encuadernado permanentemente y cualquier ciudadano tendrá acceso a las actas y registros de los mismos en todo momento razonable. Los cuatro (4) miembros del Concejo Municipal constituirán quórum para la transacción de cualquier negocio, y el voto afirmativo de los cuatro (4) miembros del Concejo Municipal será suficiente y necesario para adoptar o derogar cualquier ordenanza o resolución. La votación sobre la aprobación o derogación de cualquier ordenanza o resolución se tomará por "sí" o "no" y se anotará en el diario. Excepto cuando la ley requiera abstenerse de votar sobre un asunto ante el Concejo Municipal, cada miembro del Concejo Municipal presente en la reunión votará sobre cada pregunta, ordenanza o resolución que se ingrese en el diario. Cualquier miembro del Concejo que se niegue a votar, excepto cuando la ley lo exija, se inscribirá en el diario como votando afirmativamente.

Artículo 17. - Presentación y aprobación de ordenanzas y resoluciones.

Cada ordenanza o resolución propuesta se presentará en forma escrita o impresa, no contendrá más de un tema, lo cual se indicará claramente en el título; pero las ordenanzas generales de asignación podrán contener los diversos temas y cuentas para los cuales se asignarán fondos. Ninguna ordenanza, a menos que sea declarada como una medida de emergencia y aprobada por unanimidad del Concejo Municipal, será aprobada el día en que se introduzca. Todas las ordenanzas, excepto las de emergencia, se aprobarán definitivamente en segunda lectura. Las ordenanzas que no deban publicarse entrarán en vigor y entrarán en vigor a partir de su aprobación, a menos que se disponga lo contrario.

Artículo 18. - Medidas de emergencia.

Una medida de emergencia es una ordenanza o resolución para la preservación inmediata de la paz, la propiedad, la salud o la seguridad públicas, o que proporciona el funcionamiento diario habitual de un departamento municipal, en la que la emergencia se establece y define en un preámbulo de la misma. Las ordenanzas que asignen dinero y las ordenanzas para el pago de sueldos y salarios pueden aprobarse como medidas de emergencia, pero ninguna medida que haga una concesión, renovación o extensión de una franquicia, u otro privilegio especial o que regule la tarifa que se cobrará por ~~sus~~ servicios por cualquier empresa de servicios públicos, se aprobará nunca como una medida de emergencia.

Artículo 19. - Publicación de ordenanzas penales.

El Secretario de la Ciudad publicará, en un periódico de circulación general dentro de la Ciudad, cualquier ordenanza que la ley estatal o federal requiera que se publique. El Secretario de la Ciudad puede abreviar el texto de cualquier ordenanza para fines de publicación. Dichas ordenanzas entrarán en vigor a partir de la fecha de publicación, a menos que la ley exija lo contrario o se indique en la ordenanza. Las ordenanzas conexas~~, siempre que~~ las medidas de emergencia surtan efecto en sus términos.

Artículo 21. - Registro y autenticación de documentos.

El Concejo Municipal nombrará a un Secretario Municipal que será responsable de la documentación original de todas las leyes, avisos, minutas, resoluciones, ordenanzas y registros oficiales relacionados del cuerpo gobernante; todas las escrituras, servidumbres, arrendamientos, títulos y documentos relacionados de propiedad de la propiedad de la Ciudad~~,~~ y la carta y sello municipal. Toda ordenanza o resolución, una vez que entre en vigor, se mantendrá en los archivos permanentes de la Ciudad y será autenticada por la firma del Alcalde y el Secretario de la Ciudad, o en su ausencia, la persona que ejerza sus funciones según lo designado por el Concejo Municipal.

Segundos. ~~23,~~ 24. - Reservado.

ARTICULO IV. EL ADMINISTRADOR DE LA CIUDAD; FINANZA

Artículo 1. -Cita; posición; Calificaciones; eliminación.

El Concejo Municipal nombrará un Administrador de la Ciudad, quien será el jefe administrativo del gobierno municipal y será responsable de la administración eficiente de todos los departamentos. Será elegido sobre la base de la calificación e idoneidad para el ejercicio de sus funciones. Puede o no ser residente de la Ciudad de Brenham cuando sea designado~~,~~ pero establecerá su residencia dentro de la Ciudad según lo indique el Concejo Municipal. El Concejo Municipal puede contratar a un Administrador de la Ciudad por acuerdo por un término que no exceda de un año; sin embargo, el Administrador de la Ciudad está sujeto a la remoción en cualquier momento, con o sin causa, por parte del Ayuntamiento.

Artículo 2. - Deberes en general.

Salvo lo dispuesto en el Artículo III, sección 1 de la Carta Constitutiva u otra ley aplicable, el Administrador de la Ciudad o la persona designada por el Administrador de la Ciudad nombrará a todos los funcionarios y empleados de la Ciudad. El Administrador de la Ciudad ejercerá control y supervisión sobre todos los departamentos y oficinas que puedan ser creados por el Concejo Municipal o el Administrador de la Ciudad y todos los funcionarios y empleados nombrados por él. Asistirá a todas las reuniones del Concejo Municipal con derecho a tomar parte en la discusión~~,~~ pero sin voto. Recomendará por escrito al Ayuntamiento las medidas que estime necesarias o convenientes. Mantendrá al Concejo Municipal completamente informado en cuanto a la condición financiera y las necesidades de la Ciudad y realizará los demás deberes que puedan ser prescritos por esta Carta o que se le requieran por ordenanza o resolución del Concejo Municipal.

El Administrador de la Ciudad puede crear y consolidar oficinas y puestos de nombramiento, puede dividir la administración de los asuntos de la Ciudad en los departamentos que considere convenientes, y puede descontinuar cualquier oficina, posición o departamento de nombramiento a su discreción, excepto la oficina del Administrador de la Ciudad, el Secretario de la Ciudad, el Secretario (s) Adjunto de la Ciudad, el Juez del Tribunal Municipal, Juez (s) Asociado (s) de la Corte Municipal, Abogado de la Ciudad y Fiscal de la Corte Municipal.

Artículo 3. - Presupuesto anual.

El presupuesto anual de la Ciudad será preparado por el Administrador de la Ciudad en base a las estimaciones de cada departamento. Estas estimaciones departamentales incluirán los gastos del departamento para el año anterior e indicarán dónde se recomiendan aumentos o disminuciones para el año siguiente. El Administrador de la Ciudad presentará el presupuesto al Concejo Municipal para su aprobación.

Artículo 8. - Emisión de cheques por nómina y otros siniestros.

La Ciudad no emitirá ningún cheque para el pago de nómina o cualquier reclamo a menos que dichos reclamos se evidencien mediante una cuenta detallada, de acuerdo con el Presupuesto de la Ciudad aprobado, incluidas las enmiendas, aprobado por la firma del Administrador de la Ciudad o su designado, y todos los cheques deberán estar firmados por dos de los siguientes: Alcalde, Secretario de la Ciudad, Administrador de la Ciudad o ~~y~~ el Director de Finanzas.

ARTÍCULO V. BONOS DE MEJORA

Artículo 1. -Propósito.

La Ciudad tendrá el derecho y el poder de pedir dinero prestado sobre el crédito de la Ciudad y de emitir bonos de la Ciudad por ello, en la suma o sumas que se consideren convenientes, con el propósito de mejorar las calles, comprar o construir alcantarillado, erigir y mantener edificios públicos de todo tipo y para comprar o construir obras hidráulicas y plantas y sistemas de gas y con el propósito de comprar, erigir, mantener y operar una planta de luz eléctrica y energía y otros servicios públicos que la autoridad de gobierno ~~del Concejo Municipal~~ pueda, de vez en cuando, considerar conveniente, y para cualquier otro propósito autorizado por la ley estatal.

Artículo 2. - Especificar el propósito; venta; Fondo de intereses y amortización.

Todos los bonos especificarán con qué propósito se emiten y se venderán por dinero en efectivo. Cuando la Ciudad emita bonos, se proporcionará un fondo para pagar los intereses de esos bonos y crear un fondo de amortización para redimir dichos bonos. Dicho fondo no será desviado ni utilizado para ningún otro propósito, y el custodio de los fondos de la Ciudad no aceptará giros sobre dicho fondo, excepto para pagar intereses o redimir los bonos para los que se proporcionó. La Ciudad tendrá el poder de invertir dichos fondos de amortización en valores garantizados por la prenda de Bonos de los Estados Unidos o Bonos de Agencias Federales, Bonos del Estado o del Condado de Texas, o Bonos de la Ciudad de Brenham, u otro municipio, o cualquier distrito escolar, o cualquier otra inversión autorizada por la ley estatal.

Artículo 3. - Plazo máximo; fichaje; especificando los lugares y tiempos de pago; aprobación por parte de los funcionarios estatales; Emisión.

Dichos bonos se emitirán por un período de tiempo que no excederá de cuarenta (40) años; serán firmados por el Alcalde, refrendados por la persona que actúe en calidad de Secretario de la Ciudad, y tanto el capital como los intereses serán pagaderos en los lugares y tiempos que determine la ordenanza de la autoridad de gobierno ~~del Concejo Municipal~~. Todos estos bonos se presentarán al Procurador General del Estado para su aprobación y al Contralor para su registro, según lo dispuesto por la ~~ley estatal; siempre que dichos bonos, después de aprobados, puedan ser emitidos por la Ciudad, ya sea opcional o en serie, o de otra manera, según lo considere aconsejable la~~ autoridad de gobierno del Concejo Municipal~~.~~

Artículo 4. - Someter a referéndum.

Antes de la emisión de cualquier bono, el mismo se someterá a votación de los votantes calificados de la Ciudad, según lo requiera la ley estatal~~, las Leyes Generales del Estado~~.

ARTICULO VI. TRIBUTACIÓN

Artículo 3. - Impuesto sobre la ocupación.

La Ciudad tendrá el poder de imponer y recaudar impuestos de ocupación de acuerdo con la Constitución y las leyes del Estado de Texas, y autorizará la concesión y emisión de licencias y dirigirá la forma de emitir y registrar las mismas y fijará las tarifas a partir de entonces, pero ninguna licencia se emitirá por un período más largo de un año y no será asignable excepto con el permiso de la autoridad gubernamental del Concejo Municipal ~~de la Ciudad~~.

Artículo 6. - Entrega, etc., en cuanto a la propiedad omitida.

La Ciudad tendrá la facultad de disponer la rendición de la propiedad no entregada para su imposición, y de recaudar y evaluar impuestos sobre la misma anualmente, y de disponer la rendición, recaudación y evaluación de impuestos de años anteriores sobre la propiedad omitida de impuestos en la forma prevista por la ~~ley~~ estatal ~~de este Estado~~.

Artículo 9. - Momento de la expropiación.

La autoridad de gobierno del ~~Concejo Municipal de la Ciudad~~, en su primera reunión en septiembre de cada año, o tan pronto como sea posible, impondrá el impuesto anual para dicho año, pero los impuestos o gravámenes especiales permitidos por esta Carta pueden ser recaudados, evaluados y recaudados en los momentos que la autoridad de gobierno ~~del Concejo Municipal~~ pueda disponer; siempre que, que en caso de que la autoridad de gobierno ~~del Concejo Municipal~~ omita o descuide recaudar el impuesto anual aquí previsto para cualquier año, la recaudación fiscal anual del año anterior realizada por dicha autoridad gubernamental será y será considerada en vigor y efecto como la recaudación fiscal para el año para el cual no se hizo ningún impuesto anual.

Artículo 11. - La ciudad no está obligada a dar una fianza; Los pagos a la ciudad deben estar en moneda legal.

No será necesario en ninguna acción, demanda o procedimiento, en el que la Ciudad sea parte, para que cualquier bono, compromiso o garantía se ejecute en nombre de la Ciudad. Nada de valor ni nada que sea la moneda oficial~~corriente~~ de los Estados Unidos se recibirá en pago de impuestos, multas, confiscaciones, multas y deudas vencidas y adeudadas a dicha Ciudad.

Secs. 15, ~~—19~~. - Reservado.

ARTICULO VII. DISPOSICIONES MISCELÁNEAS

Artículo 6. - Establecimiento de salas; propósito.

La Ciudad se dividirá y establecerá en cuatro (4) distritos, con límites descritos por ordenanza, con el propósito de asegurar una distribución más equitativa de la representación en el Concejo Municipal por parte de la gente de toda la Ciudad. El territorio recién anexado se agregará al distrito adyacente según lo disponga el Ayuntamiento. Ninguna persona podrá ser candidata a Concejal de ningún distrito de la Ciudad a menos que haya sido, durante los doce (12) meses anteriores a la fecha de la elección en la que es candidato, residente del distrito representado por el cargo al que aspira, y debe poseer las demás calificaciones prescritas en esta Carta; siempre que, sin embargo, los requisitos para residir en cualquier distrito no se apliquen al Alcalde o a los Concejales en general. Todo candidato, alcalde o concejal que durante su candidatura o mandato traslade su lugar de residencia de la Ciudad o del distrito que represente, pierde automáticamente ipso ~~facto~~ su derecho a dicho cargo.

Artículo 12. - Responsabilidad y notificación de reclamaciones por lesiones o daños.

Antes de que la Ciudad de Brenham sea responsable de los daños de cualquier tipo, la persona lesionada o el propietario de la propiedad dañada, o alguien en su nombre deberá notificar al Alcalde o a los Concejales de la Ciudad por escrito de dicha lesión o daño dentro de los noventa (90) días, o dentro de los seis (6) meses por una buena causa demostrada, después de que se haya recibido la misma, indicando específicamente en dicha notificación cuándo, dónde y cómo ocurrió la lesión o daño y el alcance de la misma. La falta de notificación al Alcalde o al Concejal dentro del tiempo y la forma especificados en este documento exonerará, excusará y eximirá a la Ciudad de cualquier responsabilidad. Además, esta sección no se aplicará a la toma, daño o destrucción de propiedad garantizada y cubierta por la Sección 17 del Artículo I de la Constitución de Texas.

Artículo 14. -Tribunal.

El Concejo Municipal establecerá y proveerá un tribunal, designado como el "Tribunal Municipal" para el juicio de delitos menores, con toda la jurisdicción, poderes y deberes que sean ahora o puedan ser prescritos en el futuro por las leyes del Estado de Texas relativas a los tribunales municipales.

El Tribunal Municipal será presidido por un Magistrado que se denominará Juez del Tribunal Municipal. El Concejo Municipal proveerá las calificaciones del Juez y de cualquier Juez Municipal Asociado. El Juez y cualquier Juez Asociado de dicho tribunal serán nombrados por el Concejo Municipal para servir un mandato de dos (2) años; sin embargo, serán removibles en cualquier momento, con o sin causa, por mayoría de votos del Concejo Municipal. Cualquiera de estos jueces recibirá la compensación que determine el Concejo Municipal. En el caso de que un juez no pueda actuar temporalmente por cualquier motivo, el alcalde nombrará a una persona calificada para actuar temporalmente en lugar del juez. En caso de que exista una vacante en el cargo de Juez o Juez Asociado por cualquier motivo, el Concejo Municipal, por mayoría de votos, nombrará a una persona calificada para llenar dicha vacante por el resto del mandato no vencido.

Habrá un Secretario Municipal de dicho tribunal nombrado por el Administrador de la Ciudad. El Secretario de dicho Tribunal tendrá el poder de administrar juramentos y declaraciones juradas, hacer certificados, colocar el sello de dicho tribunal en ellos y, en general, hacer y realizar todos y cada uno de los actos necesarios para emitir el proceso de dicho Tribunal y llevar a cabo los negocios del mismo. Puede haber Secretarios Adjuntos del Tribunal Municipal que puedan ser autorizados y nombrados por el Administrador de la Ciudad, los cuales Secretarios Adjuntos tendrán autoridad para actuar en nombre y representación del Secretario del Tribunal Municipal. Dicho Secretario del Tribunal Municipal y Secretarios Adjuntos recibirán la compensación que determine el Administrador de la Ciudad.

También habrá un abogado designado por el Concejo Municipal para que actúe como fiscal en el Tribunal Municipal y dicho fiscal recibirá la compensación que determine el Concejo Municipal.

Artículo 15. - Investigaciones del Consejo.

El Concejo Municipal puede investigar las transacciones financieras de cualquier oficina o departamento del gobierno de la Ciudad, y los actos y conductas de cualquier funcionario o empleado. Al llevar a cabo dicha investigación, el Concejo Municipal puede obligar a la comparecencia de testigos, la presentación de cheques y papeles, y otras pruebas y para ese propósito puede emitir citaciones o adjuntos que serán firmados por el Alcalde, y que pueden ser entregados y ejecutados por cualquier funcionario autorizado por la ley para entregar citaciones u otro proceso. o por cualquier oficial de paz de la Ciudad. Si algún testigo se niega a comparecer para testificar sobre cualquier hecho de su conocimiento, o a presentar cualquier documento o libro en su poder, o bajo su control, relacionado con el asunto bajo investigación ante el Ayuntamiento, el Ayuntamiento tendrá la facultad de hacer que el testigo sea castigado como por desacato. sin exceder una multa de cien dólares ($100.00). Ningún testigo será excusado de testificar sobre cualquier hecho queesté en contacto con su conocimiento del asunto que se está investigando en dicha investigación, pero dicho testimonio no se utilizará en su contra en ningún proceso penal, excepto por perjurio cometido en dicha investigación.

Artículo 19. - Presentación, examen y certificación de peticiones.

Dentro de los treinta (30) días posteriores a la presentación de una iniciativa o petición de referéndum, el Secretario de la Ciudad determinará si la misma está firmada por el número requerido de votantes calificados. El Secretario de la Ciudad declarará nulo cualquier documento de petición que no tenga una declaración jurada adjunta al mismo como se requiere en la Sección 1820C de este Artículo. Al examinar la petición, el Secretario escribirá las letras "DV" (declarada nula) en tinta roja junto a los nombres de las firmas que se consideren no calificadas para votar. Después de completar el examen de la petición, el Secretario certificará el resultado de la misma al Concejo en su próxima reunión ordinaria, indicando el número de personas que se encuentran en la petición que están calificadas para votar y el número de personas que se encuentran en la petición que no están calificadas para votar. Si el Certificado del Secretario de la Ciudad muestra que una iniciativa o petición de referéndum es insuficiente, el Secretario notificará a las personas que presentan la petición, y puede ser enmendada dentro de los diez (10) días a partir de la fecha de dicha notificación mediante la presentación de una petición complementaria sobre documentos adicionales firmados y presentados según lo dispuesto en el petición original. Dentro de los diez (10) días posteriores a la presentación de dicha enmienda, el Secretario examinará la petición enmendada y certificará su suficiencia. Si se determina que la petición enmendada es insuficiente, el Secretario devolverá la petición a la persona que la presenta, sin perjuicio de la presentación de una nueva petición con el mismo propósito.

Artículo 24. - Boleta de destitución.

Las boletas utilizadas en las elecciones revocatorias deberán cumplir con los siguientes requisitos: (1)~~"1".~~ Con respecto a cada persona cuya destitución se solicita, se formulará la pregunta: "¿(mostrar el nombre del funcionario) será destituido del cargo de (nombre de la oficina)?"; y (2)~~"2".~~ Inmediatamente debajo de cada una de estas preguntas se imprimirán las dos (2) proposiciones siguientes, una encima de la otra, en el orden indicado: "Para la revocación de (nombre del oficial)". "Contra la destitución de (nombre del oficial)".

LA ENMIENDA A SE COLOCARÁ EN LA BOLETA ELECTORAL EN LA FORMA DE LA SIGUIENTE PROPOSICIÓN:

PROPOSICIÓN A

☐ SÍ

☐ NO

¿Se debe enmendar la Carta de Brenham City por 1) hacer correcciones a los errores gramaticales, ortográficos y de puntuación en todos los artículos de la Carta; 2) eliminar las secciones reservadas de la Carta en todos los artículos de la Carta y volver a numerar las secciones debido a las supresiones y otras revisiones según lo requieran otras proposiciones en esta boleta electoral que sean aprobadas por los votantes; y 3) hacer cambios no sustantivos en el vocabulario de todos los Artículos de la Carta Constitucional para usar terminología, títulos y etiquetas modernas y consistentes, que incluirán, entre otros, cambiar las referencias a los miembros del cuerpo gobernante de "autoridad gobernante" a "Concejo Municipal"?

ENMIENDA B

¿SE DEBE ENMENDAR EL ARTÍCULO I, SECCIÓN 2 DE LA CARTA CONSTITUCIONAL DE BRENHAM CITY CON RESPECTO A LOS LÍMITES DE LA CIUDAD DE LA SIGUIENTE MANERA?

ARTÍCULO I. CONSTITUCIÓN; FORMA DE GOBIERNO; LÍMITES

Artículo 2. -Límites.

El Concejo Municipal tendrá el poder por ordenanza para establecer los límites de la Ciudad de Brenham; y para proveer las alteraciones y extensión de dichos límites de fronteras, la anexión de territorio adicional a la Ciudad y ~~la separación o desanexión~~ de territorio, con o sin el consentimiento de los propietarios y habitantes del territorio anexado~~. separados~~ o desanexados, de acuerdo con las leyes federales, estatales u otras leyes aplicables. ~~Los límites de la Ciudad serán los establecidos por ordenanza del Concejo Municipal promulgada de acuerdo con los procedimientos previstos en las leyes federales, estatales u otras leyes aplicables.~~ El Secretario de la Ciudad mantendrá una descripción correcta y completa de los límites de la Ciudad, indicando todas las anexiones~~, destacamentos~~ y desanexiones.

LA ENMIENDA B SE COLOCARÁ EN LA BOLETA ELECTORAL EN LA FORMA DE LA SIGUIENTE PROPOSICIÓN:

PROPOSICIÓN B

☐ SÍ

☐ NO

¿Se debe enmendar el Artículo I, Sección 2 de la Carta Constitucional de Brenham City aclarando la autoridad, los procedimientos y la terminología relacionados con la anexión y desanexión de territorio para que sea consistente con las leyes federales, estatales u otras leyes federales, estatales u otras leyes aplicables?

ENMIENDA C

¿SE DEBE ENMENDAR EL ARTÍCULO III, SECCIÓN 4 DE LA CARTA CONSTITUCIONAL DE BRENHAM CITY CON RESPECTO A LOS TÉRMINOS DEL MANDATO DEL CONCEJO MUNICIPAL DE LA SIGUIENTE MANERA?

ARTICULO III. EL AYUNTAMIENTO

Artículo 4.- Duración del mandato; Límites de mandato.

El Alcalde y cada Concejal servirán por un término de cuatro (4) años, comenzando con la primera reunión del Concejo Municipal después de su elección hasta la última de las primeras reuniones del Concejo Municipal después de la elección regular cuatro (4) años después o su sucesor haya sido elegido y debidamente calificado.

Una persona no podrá servir como Alcalde por más de tres (3) períodos consecutivos elegidos de cuatro (4) años en el cargo. El tiempo servido por nombramiento o por elección para llenar una vacante en el cargo de Alcalde por un período no vencido no contará para el límite del mandato. Después de completar tres (3) mandatos electos consecutivos, una persona puede volver a ocupar el cargo de Alcalde después de un (1) año completo de no ocupar el cargo de Alcalde. Los mandatos no consecutivos no serán limitados.

Una persona no servirá como miembro del Consejo, ya sea en un distrito o en general, más de tres (3) períodos consecutivos elegidos de cuatro (4) años de mandato, o doce (12) años consecutivos. El tiempo servido por nombramiento o por elección para llenar una vacante en el cargo de Concejal por un período no vencido no contará para el límite de mandato de doce (12) años. Después de completar tres (3) mandatos electos consecutivos, o doce (12) años consecutivos, una persona puede volver a servir en el cargo de Concejal después de un (1) año completo de no ocupar el cargo de Concejal. Los mandatos no consecutivos no serán limitados.

Los mandatos, o los mandatos parciales, servidos antes del 3 de mayo de 2025 no se considerarán a efectos de los límites de mandato.

LA ENMIENDA C SE COLOCARÁ EN LA BOLETA ELECTORAL EN LA FORMA DE LA SIGUIENTE PROPOSICIÓN:

PROPOSICIÓN C

☐ SÍ

☐ NO

¿Se enmendará el Artículo III, Sección 4 de la Carta Constitucional de Brenham City disponiendo que una persona no puede servir como Alcalde más de tres (3) períodos consecutivos elegidos de cuatro (4) años para el cargo; disponiendo que después de completar tres (3) períodos consecutivos de mandato elegido, una persona puede volver a servir en el cargo de Alcalde después de un (1) año completo de no ocupar el cargo de Alcalde; disponiendo que una persona no podrá servir como un Concejal, ya sea en un distrito o en general, más de tres (3) mandatos consecutivos elegidos de cuatro (4) años, o doce (12) años consecutivos; disponiendo que después de completar tres (3) mandatos electos consecutivos, o doce (12) años consecutivos, una persona puede volver a servir en el cargo de Concejal después de un (1) año completo de no ocupar el cargo de Concejal; disponiendo que el tiempo servido por nombramiento o por elección para llenar una vacante en el cargo de Alcalde o Concejal por un período no vencido no contará para el límite de mandato; y disponiendo que los mandatos, o los mandatos parciales, prestados como alcalde o concejal antes del 3 de mayo de 2025 no se considerarán a los efectos de los límites de mandato?

ENMIENDA D

¿SE DEBE ENMENDAR EL ARTÍCULO III, SECCIÓN 6 DE LA CARTA CONSTITUCIONAL DE BRENHAM CITY CON RESPECTO A LOS REQUISITOS PARA OCUPAR EL CARGO DE ALCALDE, CONCEJALES Y OTROS FUNCIONARIOS Y EMPLEADOS, Y LOS CONFLICTOS DE INTERESES DE LA SIGUIENTE MANERA?

ARTICULO III. EL AYUNTAMIENTO

Artículo 6.- Requisitos para ocupar cargos de alcalde y concejales y demás funcionarios ~~y empleados; conflicto de intereses~~.

El Alcalde y cada Concejal deberán ser ciudadanos residentes de la Ciudad de Brenham, ser un votante calificado,~~tener las calificaciones de los electores en la misma~~, tener una edad mínima de veintiún (21) años cuando fueron elegidos, y deberán haber sido ciudadanos residentes de la Ciudad de Brenham y cualquier distrito que puedan representar durante un período de doce (12) meses inmediatamente anteriores a dicha elección. Cualquier funcionario de la Ciudad que deje de poseer cualquiera de las calificaciones aquí requeridas perderá automáticamente su cargo. ~~El Alcalde, los Concejales y otros funcionarios y empleados no estarán interesados en las ganancias o emolumentos de ningún contrato, trabajo, trabajo o servicio para el municipio, ni interesados en la venta a la Ciudad de cualquier suministro, equipo, material o artículos comprados. Cualquier funcionario o empleado de la Ciudad que deje de poseer cualquiera de las calificaciones aquí requeridas perderá inmediatamente e ipso facto su cargo, y cualquier contrato en el que cualquier funcionario o empleado esté o pueda estar interesado puede ser declarado nulo por el Ayuntamiento.~~

LA ENMIENDA D SE COLOCARÁ EN LA BOLETA ELECTORAL EN LA FORMA DE LA SIGUIENTE PROPOSICIÓN:

PROPOSICIÓN D

☐ SÍ

☐ NO

¿Se enmendará el Artículo III, Sección 6 de la Carta Constitucional de Brenham City aclarando los requisitos necesarios para ocupar el cargo de Alcalde y Concejal? aclarando que cualquier Alcalde o Concejal que deje de poseer alguna de las calificaciones requeridas perderá automáticamente su cargo; ¿Y la supresión de las disposiciones relativas a los conflictos de intereses?

ENMIENDA E

¿SE DEBE ENMENDAR EL ARTÍCULO III, SECCIÓN 8 DE LA CARTA DE BRENHAM CITY CON RESPECTO A LAS DEVOLUCIONES DE ESCRUTINIO Y LA DECLARACIÓN DE LOS RESULTADOS DE LA ELECCIÓN Y LOS JUECES DE SU PROPIA ELECCIÓN Y CALIFICACIONES DE LA SIGUIENTE MANERA?

ARTICULO III. EL AYUNTAMIENTO

Artículo 8.- El escrutinio de las actas y la declaración de los resultados de la elección; juzgará de su propia ~~elección y~~ calificación.

Los resultados de cada elección municipal serán entregados inmediatamente por los Jueces Electorales al Secretario de la Ciudad. El Consejo examinará los resultados; investigar las calificaciones de los candidatos y declarar los resultados oficiales de la elección de acuerdo con las leyes estatales y federales aplicables. Los resultados de cada elección municipal se registrarán en las actas del Concejo por Distritos, cuando corresponda. En cada elección, la persona calificada que reciba la mayoría de todos los votos emitidos para el cargo que esa persona aspira será declarada electa por dicho Consejo.

El Concejo Municipal será juez de la ~~elección y la~~ calificación de sus miembros por parte del Concejo, y la determinación del Concejo será concluyente y final para todos los propósitos.

LA ENMIENDA E SE COLOCARÁ EN LA BOLETA ELECTORAL EN LA FORMA DE LA SIGUIENTE PROPOSICIÓN:

PROPOSICIÓN E

☐ SÍ

☐ NO

¿Se debe enmendar el Artículo III, Sección 8 de la Carta Constitucional de Brenham City aclarando que los miembros del Concejo Municipal no sirven como Jueces Electorales, tal como se define esa posición en el Capítulo 32 del Código Electoral de Texas, en cualquier elección celebrada por la Ciudad?

ENMIENDA F

¿SE DEBE ENMENDAR EL ARTÍCULO III, SECCIONES 9 Y 11 DE LA CARTA CONSTITUCIONAL DE BRENHAM CITY CON RESPECTO A LOS DÍAS DE ELECCIONES REGULARES DE LA SIGUIENTE MANERA?

ARTICULO III. EL AYUNTAMIENTO

Artículo 9. - Días regulares de elecciones.

Las elecciones municipales regulares de la Ciudad de Brenham se llevarán a cabo el ~~segundo sábado~~ de mayo en los años impares o cualquier otra fecha de elección uniforme según lo autorice la ley.

Artículo 11. - Elecciones especiales; Las leyes electorales estatales controlan las elecciones.

Todas las elecciones previstas en esta Carta, excepto la elección regular de los Concejales que se lleva a cabo en la fecha uniforme de la elección el ~~segundo sábado~~ de mayo de los años impares o en cualquier otra fecha autorizada por la ley, se llamarán elecciones especiales, y todas las elecciones serán conducidas y los resultados escrutados y anunciados por las autoridades electorales según lo prescrito por las leyes electorales generales del Estado de Texas relacionadas con ciudades y pueblos. y dichas leyes electorales generales regirán en todas las elecciones municipales, salvo que se disponga lo contrario en este documento.

LA ENMIENDA F SE COLOCARÁ EN LA BOLETA ELECTORAL EN LA FORMA DE LA SIGUIENTE PROPOSICIÓN:

PROPOSICIÓN F

☐ SÍ

☐ NO

¿Se debe enmendar el Artículo III, Secciones 9 y 11 de la Carta Constitucional de Brenham City disponiendo que las elecciones municipales regulares de la Ciudad se llevarán a cabo en la fecha de elección uniforme en mayo de los años impares, o en cualquier otra fecha de elección uniforme autorizada por la ley?

ENMIENDA G

¿SE DEBE ENMENDAR EL ARTÍCULO III, SECCIÓN 10 DE LA CARTA CONSTITUCIONAL DE BRENHAM CITY CON RESPECTO A LAS ELECCIONES DE SEGUNDA VUELTA DE LA SIGUIENTE MANERA?

ARTICULO III. EL AYUNTAMIENTO

Artículo 10. – Segunda vuelta electoral.

En el caso de que algún candidato al Concejo (incluido el Alcalde) no reciba, en cualquier elección regular o especial, la mayoría de todos los votos emitidos para su cargo en particular, el Alcalde o, si no lo hace, el Concejo deberá, a más tardar el quinto día después del escrutinio oficial de la elección, ordenar una elección de segunda vuelta que se llevará a cabo ~~dentro de los treinta (30) días posteriores a dicho escrutinio~~ de acuerdo con la ley aplicable.

En dicha segunda vuelta, los dos (2) candidatos que recibieron el mayor número de votos emitidos para dicho cargo en particular en la primera elección, en la que nadie fue elegido para dicho cargo al recibir la mayoría de todos los votos emitidos por todos los candidatos para dicho cargo en particular, se votarán nuevamente.

El candidato que reciba la mayoría de los votos emitidos para el cargo en particular en la segunda vuelta de las elecciones será elegido para dicho cargo y asumirá el cargo tan pronto como esté calificado.

En las segundas vueltas para el cargo de Alcalde o Concejales electos en general, votarán los votantes registrados de la Ciudad en su conjunto. En las segundas vueltas de los concejales de un solo distrito, ya sea cualquiera de los concejales del distrito uno, el distrito dos, el distrito tres o el distrito cuatro, solo los votantes registrados en el distrito en particular votarán en la elección de desempate para ese puesto en particular.

LA ENMIENDA G SE COLOCARÁ EN LA BOLETA ELECTORAL EN LA FORMA DE LA SIGUIENTE PROPOSICIÓN:

PROPOSICIÓN G

☐ SÍ
☐ NO

¿Se debe enmendar el Artículo III, Sección 10 de la Carta Constitucional de Brenham City al establecer que todas las elecciones de segunda vuelta del Concejo Municipal se llevarán a cabo de acuerdo con la ley aplicable?

ENMIENDA H

¿SE DEBE ENMENDAR EL ARTÍCULO III, SECCIÓN 13 DE LOS ESTATUTOS DE BRENHAM CITY CON RESPECTO A LAS REUNIONES ORGANIZATIVAS Y LA CELEBRACIÓN DE OTRAS REUNIONES DE LA SIGUIENTE MANERA?

ARTICULO III. EL AYUNTAMIENTO

Artículo 13. - Reunión de organización; la celebración de otras reuniones.

Dentro de los catorce (14) días posteriores a la elección de los Concejales, ya sea una elección regular o una elección de segunda vuelta, el Concejo Municipal se reunirá en la Cámara del Concejo del Ayuntamiento, momento en el cual los Concejales electos calificarán y asumirán las funciones de sus cargos. A partir de entonces, el Concejo Municipal se reunirá en el momento prescrito por ordenanza o resolución, pero se reunirá por lo menos una vez al mes.

LA ENMIENDA H SE COLOCARÁ EN LA BOLETA ELECTORAL EN LA FORMA DE LA SIGUIENTE PROPOSICIÓN:

PROPOSICIÓN H

☐ SÍ
☐ NO

¿Se debe enmendar el Artículo III, Sección 13 de la Carta Constitucional de la Ciudad de Brenham disponiendo que el Concejo Municipal se reunirá dentro de los catorce (14) días posteriores a una elección, ya sea una elección regular o una elección de segunda vuelta, momento en el cual los Concejales electos calificarán y asumirán los deberes de sus cargos?

ENMIENDA I

¿SE DEBE ENMENDAR EL ARTÍCULO III, SECCIÓN 14 DE LA CARTA CONSTITUCIONAL DE BRENHAM CITY CON RESPECTO A LOS SALARIOS DE LOS ALCALDES Y CONCEJALES DE LA CIUDAD DE LA SIGUIENTE MANERA?

ARTICULO III. EL AYUNTAMIENTO

Artículo 14. -Salarios.

El Alcalde recibirá un salario de quinientos cincuenta ~~doscientos setenta y cinco~~ dólares ($550.00) (~~$275.00~~) por mes y cada Concejal recibirá un salario de cuatrocientos cincuenta ~~doscientos veinticinco~~ dólares ($450.00) (~~$225.00~~) por mes.

LA ENMIENDA I SE COLOCARÁ EN LA BOLETA ELECTORAL CON LA SIGUIENTE PROPOSICIÓN:

PROPUESTA I

☐ SÍ

☐ NO

¿Se debe enmendar el Artículo III, Sección 14 de la Carta Constitucional de Brenham City disponiendo que el salario del Alcalde se cambiará de doscientos setenta y cinco dólares ($275.00) por mes a quinientos cincuenta dólares ($550.00) por mes, y el salario de cada Concejal se cambiará de doscientos veinticinco dólares ($225.00) por mes a cuatrocientos cincuenta dólares ($450.00) por mes?

ENMIENDA J

¿SE DEBE ENMENDAR EL ARTÍCULO III, SECCIÓN 23 DE LA CARTA CONSTITUTIVA DE BRENHAM CITY PARA AGREGAR EL ARTÍCULO III, SECCIÓN 23 PARA ESTABLECER DISPOSICIONES SOBRE CONFLICTOS DE INTERESES DE LA SIGUIENTE MANERA?

Secs. 23~~, 24~~.- ~~Conflictos de interés~~ reservados.

El Alcalde, los Concejales y otros funcionarios y empleados, con respecto a cualquier contrato u otro asunto autorizado por la Ciudad, deberán cumplir con el Código de Gobierno Local de Texas y todas las demás leyes aplicables que rigen los conflictos de intereses de los funcionarios públicos locales.

LA ENMIENDA J SE COLOCARÁ EN LA BOLETA ELECTORAL EN LA FORMA DE LA SIGUIENTE PROPOSICIÓN:

PROPOSICIÓN J

☐ SÍ

☐ NO

¿Se debe enmendar el Artículo III, Sección 23 de la Carta Constitucional de Brenham City agregando el Artículo III, Sección 23 que requiere que el Alcalde, los Concejales y otros funcionarios y empleados de la Ciudad, con respecto a cualquier contrato u otro asunto autorizado por la Ciudad, cumplan con el Código de Gobierno Local de Texas y todas las demás leyes aplicables que rigen los conflictos de intereses de los funcionarios públicos locales?

ENMIENDA K

¿SE DEBE ENMENDAR EL ARTÍCULO VII, SECCIÓN 7 DE LA CARTA DE BRENHAM CITY PARA REELEGIR LOS PROCEDIMIENTOS ACTUALES RELACIONADOS CON LOS BONOS OFICIALES DE LA SIGUIENTE MANERA?

Artículo 7. - Bonos oficiales.

La persona que ejerza los deberes del Recaudador de Impuestos de la Ciudad dará una fianza oficial en la suma que pueda ser prescrita por el Concejo Administrador de la Ciudad de vez en cuando; dicha fianza será pagadera a la Ciudad de Brenham y, en cada caso, estará condicionada al fiel cumplimiento de los deberes de dicho funcionario. y para la fiel contabilidad de todos los dineros, reclamaciones y cosas de valor que lleguen a manos de dicho funcionario. Dicha fianza se obtendrá de alguna compañía de fianzas regular acreditada autorizada para hacer negocios bajo las leyes del Estado de Texas, y las primas a dicha compañía de fianzas serán pagadas por la Ciudad de Brenham, siempre que el Concejo Municipal pueda, por ordenanza, exigir fianzas oficiales de cualquier otro funcionario designado de la Ciudad en las cantidades y condiciones que consideren mejores para la eficiencia del servicio público. Todas las fianzas oficiales serán fianzas de la compañía y deberán ser aprobadas por el Concejo Municipal y archivadas y registradas con la persona que ejerza las funciones de Secretario de la Ciudad.

LA ENMIENDA K SE COLOCARÁ EN LA BOLETA ELECTORAL EN LA FORMA DE LA SIGUIENTE PROPOSICIÓN:

PROPOSICIÓN K

☐ SÍ

☐ NO

¿Se debe enmendar el Artículo VII, Sección 7 de la Carta Constitucional de Brenham City disponiendo que con respecto a los bonos oficiales de ciertos funcionarios de la Ciudad, el Administrador de la Ciudad, en lugar del Concejo Municipal, determinará los montos y aprobará dichos bonos?

SECCIÓN 2.
CLÁUSULA DE AHORRO

Todas las disposiciones de cualquier ordenanza, resolución u otra acción de la Ciudad en conflicto con esta Ordenanza quedan derogadas en la medida en que estén en conflicto. Cualquier parte restante de dichas ordenanzas, resoluciones u otras acciones permanecerán en pleno vigor y efecto.

SECCIÓN 3.
DIVISIBILIDAD

En caso de que cualquier sección, subsección, oración, cláusula o frase de esta Ordenanza sea declarada inconstitucional o inválida por un tribunal de jurisdicción competente, se establece expresamente que todas y cada una de las partes restantes de esta Ordenanza permanecerán en pleno vigor y efecto. El Concejo Municipal declara por la presente que habría aprobado esta Ordenanza, y cada sección, subsección, oraciones y cláusulas y frases restantes en caso de que alguna disposición sea declarada inconstitucional o inválida.

SECCIÓN 4.
DEROGADOR

Cualquier otra ordenanza o partes de ordenanzas que entren en conflicto con esta Ordenanza quedan expresamente derogadas por la presente.

SECCIÓN 5.
FECHA DE ENTRADA EN VIGOR

La presente Ordenanza entrará en vigor a partir de su adopción y publicación, según lo dispuesto por la ley.

SECCIÓN 6.
AVISO Y REUNIONES ADECUADAS

Por la presente se determina oficialmente que las reuniones en las que se aprobó esta Ordenanza estuvieron abiertas al público como se requiere y que se dio aviso público de la hora, lugar y propósito de dichas reuniones como lo requiere la Ley de Reuniones Abiertas, Capítulo 551 del Código de Gobierno de Texas.

APROBADO Y APROBADO en su primera lectura el día ____ de _____ de 2025.

APROBADO Y APROBADO en segunda lectura el día ____ de _____ de 2025.

_____
Atwood C. Kenjura
Alcalde

ATESTIGUAR:

_____
Jeana Bellinger, TRMC, CMC
Secretaria Municipal

City Council Regular Meeting

AGENDA ITEM 8

Agenda Item: **Discuss and Possibly Act Upon Resolution No. R-25-004 Authorizing the Submission of a Grant Through the Community Development Partnership Program (CDPP) Offered by the Lower Colorado River Authority (LCRA) for the Purchase of Six (6) Thermal Imaging Cameras for the City of Brenham Fire Department**

Meeting Date: January 23, 2025

Department: Fire

Staff Contact: Mark Donovan, Fire Chief

SUMMARY STATEMENT:

The fire department's current thermal imaging cameras are aging which makes replacement parts scarcer. This increases the time a thermal imaging camera is out of service, causing the fire department's capabilities to decrease. With decreased capabilities, the time it takes for fire department personnel to search a smoke-filled building for potential victims is increased, reducing the survivability of any potential victims. By purchasing new thermal imaging cameras, the time a camera will be out of service will be limited which will make the fire department's capabilities increase exponentially. This will result in shorter times to search a smoke-filled building for victims, increasing the survivability potential. The Brenham Volunteer Firefighters Association is covering the 20% match cost for this project. There will be no impact to the Fire Department's operating budget.

ATTACHMENTS:

1. Resolution No. R-25-004 - Authorize Submission of Grant to LCRA
2. Quote for Thermal Cameras
3. LCRA Project Cost Summary

RECOMMENDATION:

Approve Resolution No. R-25-004 authorizing the submission of a grant through the Community Development Partnership Program (CDPP) offered by the Lower Colorado River Authority (LCRA), for the purchase of six (6) thermal imaging cameras for the City of Brenham Fire Department.

RESOLUTION NO. R-25-004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS APPROVING THE SUBMISSION OF A GRANT APPLICATION TO THE COMMUNITY DEVELOPMENT PARTNERSHIP PROGRAM OF THE LOWER COLORADO RIVER AUTHORITY FOR THE PURCHASE OF THERMAL IMAGING CAMERAS FOR THE CITY OF BRENHAM FIRE DEPARTMENT

WHEREAS, the Lower Colorado River Authority (LCRA) is soliciting applications for grants through LCRA's Community Development Partnership Program (CDPP); and

WHEREAS, the Brenham Fire Department is in need of replacement thermal imaging cameras for the purpose of assisting with location of potential fire victims in smoke-filled buildings; and

WHEREAS, the Brenham Fire Department wishes to apply for a CDPP grant in the amount of $38,388.00 to purchase thermal imaging cameras; and

WHEREAS, if awarded, the grant will provide funds for the purchase of six (6) FLIR K55 thermal imaging cameras.

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

1. That the City Council hereby authorizes the Brenham Fire Department staff to submit a grant application to the Lower Colorado River Authority (LCRA) for the Community Development Partnership Program (CDPP), for the purpose of purchasing six (6) thermal imaging cameras.
2. That the City Council agrees to provide applicable matching funds, if any, as required by the LCRA.
3. That the City Council agrees that in the event of loss or misuse of any grant funds awarded by the LCRA through the CDPP, the City Council assures that the funds will be returned to the LCRA in full.
4. The City Council designates the Mayor and/or Assistant Chief of the Fire Department as the grantee's authorized official(s). The authorized official(s) is/are given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the City of Brenham, Texas.

PASSED AND APPROVED on this the 23rd day of January, 2025.

_____
Atwood C. Kenjura
Mayor

ATTEST:

_____
Jeana Bellinger, TRMC, CMC
City Secretary

METRO FIRE
APPARATUS SPECIALISTS, INC.

17350 State Hwy 249 Ste. 250
Houston TX 77064
(713) 692-0911 Phone
(713) 692-1591 Fax

Quote
#103892

Quote Date: 1/7/2025
Expires Date 2/6/2025

Bill To: BRENHAM FIRE DEPARTMENT
MARK DONOVAN
P O BOX 1059
BRENHAM TX 77834-1059

Ship To: BRENHAM FIRE DEPARTMENT
101 NORTH CHAPPELL HILL
BRENHAM TX 77833

Ordered By	Sales Rep	Entered By	Terms
KALEB KELLEY	JOSHUA GUSTAFSON	JOSHUA GUSTAFSON	NET 30

FOB	Shipping Method	Contract Source
CUSTOMER	BEST WAY	

Quantity	UM	Item / Description	Price	Ext. Price
6	EA	MET-ITEM TEA-TFLK55 FLIR K55 320X240 THERMAL CAMERA KIT	$5,560.00	$33,360.00
6	EA	TEA-TFLTC FLIR TRUCK CHARGER T198322ACC KXX ONLY	$838.00	$5,028.00

Subtotal	$38,388.00
Shipping Cost	$0.00
Tax Total (%)	$0.00
Total	**$38,388.00**

QT103892

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Community Development Partnership Program
Project Cost Summary

The project cost worksheet contains four steps to develop and identify the total project cost and funding distribution of the project:
Step 1: Calculate total project cost.
Step 2: Allocate hard costs between cash match contribution or CDPP grant request.
Step 3: Explain in-kind contribution.
Step 4: Review funding overview for the project.
There are built-in eligibility verifications to help make sure your request adds up and meets grant requirements.
Red boxes mean there are warnings/revisions necessary.
For examples of completed project cost summaries visit www.lcra.org/cdpp.

Complete green fields ONLY.

Step 1: Calculate total project cost.

Total Project Cost = Hard Costs of Project + In-kind Contributions

Enter a description for each line item of your project, the dollar amount of the hard costs and value of in-kind contributions, if any, for that item.
Summarizing phases or similar activities/costs into one line item is preferred.
When calculating in-kind values, utilize current prevailing rates.

For more information concerning eligible project costs and in-kind contributions visit www.lcra.org/cdpp.

Line Item Description	Hard Costs	In-kind Contribution Value	Total Project Cost
FLIP K55 320X240 Thermal Camera at $5,560.00 each	$33,360		$33,360
FLIR Truck Charger at $838.00 each	5,028		5,028
			0
			0
			0
			0
			0
			0
			0
			0
Total	**$38,388**	**$0**	**$38,388**

ENERGY • WATER • COMMUNITY SERVICES

Community Development Partnership Program
Project Cost Summary

Step 2: Allocate hard costs between cash match contribution or CDPP grant request.

Enter the amount of money being contributed by the organization and the amount of money being requested as CDPP grant funding for each item.

Line Item Description	Matching Contribution		CDPP Grant Request Allocation	Total Project Cost
	$Cash$ Contributed by Organization	In-kind Contribution Value		
FLIP K55 320X240 Thermal Camera at $5,560.00 each	$7,678	$0	$25,682	$33,360
FLIR Truck Charger at $838.00 each		0	5,028	5,028
		0		0
		0		0
		0		0
		0		0
		0		0
		0		0
		0		0
		0		0
Total	**$7,678**	**$0**	**$30,710**	**$38,388**

Total Matching Contribution **$7,678** **20%**

Eligibility Verification - Grant Request

The minimum funding request is $1,000.
The maximum funding request is $50,000.

Based on the information entered in step 2, the grant request amount is over/(under) the CDPP grant request limits by:

$ -

Total project cost in step 1 and step 2 **MUST** match.

Based on the information entered in step 1, the remaining amount of project costs to allocate in step 2 between cash contributed and CDPP grant request is:

$ -

Eligibility Verification - Matching Requirement

Based on the information entered in step 1, the **minimum match requirement** for this project is: **$ 7,678 20%**

Total project costs of $5,000 or less do not require a match.
Total project costs exceeding $5,000 require a match to avoid a point deduction during application review due to inability to complete the project.

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Community Development Partnership Program
Project Cost Summary

Step 3: Explain in-kind contribution.		
Please enter a description for each line item of in kind included in the project. Please be specific about type, quantities and calculations of value. Use current prevailing rates when calculating values.		
Line Item Description	**In-kind Contribution Value**	**Description**
FLIP K55 320X240 Thermal Camera at $5,560.00 each	$0	
FLIR Truck Charger at $838.00 each	0	
	0	
	0	
	0	
	0	
	0	
	0	
	0	
	0	
	0	

Total In-Kind Contribution **$0**

Community Development Partnership Program
Project Cost Summary

Step 4: Funding Overview of Project		
MUST match the grant request information section of the application.		
This section provides an overview of the total project cost and funding breakdown of the project.		
Hard Costs of Project	$38,388	
In-kind Contribution Value	0	
Total Project Cost	**$38,388**	
$Cash$ Contributed by Organization	$7,678	
In-kind Contribution Value	0	
Total Matching Contribution	**$7,678**	20%
Total Matching Contribution	$7,678	20%
CDPP Grant Request	**30,710**	80%
Total Project Cost	$38,388	

City Council Regular Meeting

AGENDA ITEM 9

Agenda Item: **Discuss and Possibly Act Upon Resolution No. R-25-005 Authorizing the Submission of a Grant Application to the Office of the Governor (OOG), State Homeland Security Program - Regular Projects (SHSP- R) FY24 for the Purchase of Three (3) 5-Gas Monitors with Three (3) Year Maintenance Service Contracts for the City of Brenham Fire Department**

Meeting Date: January 23, 2025

Department: Fire

Staff Contact: David Cella, Assistant Fire Chief

SUMMARY STATEMENT:

The Fire Department has six (6) multi gas monitors in service with only one (1) monitor having Photo Ionization Potential (PID) capabilities. All the monitors are reaching their life expectancy. As the area continues to grow and develop, the call volume that requires a multi gas monitor will only increase. Such calls include CO alarms, gas leaks, unknown odor investigations, and hazardous material releases.

No match is required for this project. There will be no impact to the Fire Department's operating budget.

ATTACHMENTS:

1. Resolution No. R-25-005 - Submission of a Grant to OOG - Gas Monitors
2. POLI-MP400P - Gas Monitor Specifications
3. FarrWest Cost Estimate
4. Multi-Year Equipment Calibration & Maintenance Program

RECOMMENDATION:

Approve Resolution No. R-25-005 authorizing the submission of a grant application to the Office of the Governor (OOG), State Homeland Security Program - Regular Projects (SHSP- R) FY24 for the purchase of three (3) 5-gas monitors with a three (3) year maintenance service contract for the City of Brenham Fire Department.

RESOLUTION NO. R-25-005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS APPROVING THE SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR, HOMELAND SECURITY GRANTS DIVISION, FOR THE FY2024 STATE HOMELAND SECURITY PROGRAM – REGULAR PROJECTS (SHSP-R) FOR THE PURCHASE OF GAS MONITORS AND RELATED MAINTENANCE SERVICES FOR THE BRENHAM FIRE DEPARTMENT

WHEREAS, the Office of the Governor, Public Safety Office, provides grants to local government agencies to prepare for threats and hazards that pose risks to Texas citizens; and

WHEREAS, the Office of the Governor, Public Safety Office, is now taking applications for projects under its FY2024 State Homeland Security Program – Regular Projects (SHSP-R); and

WHEREAS, the Brenham Fire Department is in need of new multi-gas monitors for detection of gas and other hazardous material releases; and

WHEREAS, the City of Brenham Fire Department desires to apply for a SHSP-R grant in the amount of $14,000.00 for the purchase of three (3) mPower 5 gas monitors and a three-year maintenance service contract for said monitors.

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

1. That the City Council hereby authorizes the Brenham Fire Department to submit a grant application to the Office of the Governor, Public Safety Office, for the FY2024 SHSP-R program, for the purchase of three (3) mPower 5 gas monitors and related maintenance services.
2. That the City Council agrees to provide applicable matching funds, if any, for the project as required by the Office of the Governor, Public Safety Office.
3. That the City Council agrees that in the event of loss or misuse of the Office of the Governor funds, the funds will be returned to the Office of the Governor in full.
4. The City Council designates the Mayor and/or the Assistant Chief of the Brenham Fire Department as the grantee's authorized official(s). The authorized official(s) is/are given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the City of Brenham, Texas.

PASSED AND APPROVED on this the 23rd day of January, 2025.

_____
Atwood C. Kenjura
Mayor

ATTEST:

_____
Jeana Bellinger, TRMC, CMC
City Secretary

POLI MP400/MP400P

mPower Electronics
Making Powerful Senses
1-866-mPower7

Confined Space Entry Monitors

The POLI multi-gas meters offer 4-gas monitoring of toxic gases, oxygen (O_2), combustibles (LEL), carbon dioxide (CO_2) and volatile organic compounds (VOCs). The POLI MP400P is an advanced model with built-in pump that allows a full selection of sensors for a wide range of applications, including Confined Space Entry, while the POLI MP400 is a basic, 4-gas diffusion detector for worker safety at hazardous locations. Smart sensors carry calibration and ID information with them for quick exchange in the field during Hazmat response. Specific sensors include electrochemical (EC) for carbon monoxide (CO), hydrogen sulfide (H_2S), ammonia (NH_3), hydrogen cyanide (HCN), hydrogen chloride (HCl), chlorine (Cl_2), chlorine dioxide (ClO_2), nitric oxide (NO), nitrogen dioxide (NO_2), sulfur dioxide (SO_2), ethylene oxide, methyl mercaptan, and others. Also available are pellistor for LEL level combustibles, non-dispersive infrared (NDIR) for Vol% level CO_2 or methane, and photo-ionization detector (PID) for ppm level VOCs. Use of combination CO/H_2S or SO_2/H_2S and CH_4/CO_2 sensors allows up to 6 gas measurements in a single instrument. The MP400/400P has rugged construction and easy-to-learn 2-button operation. The unique Man-Down alarm feature notifies team workers wirelessly if a user becomes incapacitated.

Features, Functions and Benefits

POLI MonoDock

- Wide selection of “plug-and-play” Smart Sensors (carry calibration data)
- 4 Sensor slots for up to 6 gas measurements using combination sensors
- 16-Hour rechargeable Li-ion battery (diffusion version)
- Pump-off switch and low-power sensor options save battery for longer operation
- 360-Degree LED alarm bar and Man-Down alarm; Flip screen
- USB Micro charger & communications cable
- Optional POLI MonoDock station for automated bump test and calibration
- 6 Months continuous datalogging
- Durable double shot outer case
- Wireless remote team communication available (see mSquad & mPlatoon datasheets)
- Mobile App for POLI simulation and training in smartphone or tablet

POLI Specifications

Detector Specifications

Size	5.74 x 3.31 x 1.65 in (140 x 84 x 42 mm)
Weight	15.5 oz (435 g)
Sensors	Over 30 interchangeable and field-replaceable sensors including PID for VOCs, EC for Toxic and O_2, Pellistor for LEL, and NDIR for LEL, Vol% & CO_2
Response Time (t_{90})	• 15 seconds (LEL/CO/H_2S/O_2) • Others vary – see TA Note 4 at www.mpowerinc.com
Battery	Rechargeable Li-ion pack: 16 hours in diffusion mode, 12 hours with pump
Direct Readout	• Real-time reading of gas concentration • PID measurement gas and correction factor, • Visual compliance indicator • Battery status • Datalogging on/off • STEL, TWA, peak and minimum values • Man-Down alarm on/off
Display	128 x 128 graphical LCD, 1.77 x 1.73 in (45 x 44 mm), with LED backlight for enhanced readability. Automatic screen “flip” feature
Keypad	2 Operation keys
Sampling	Bulit-in pump (MP400P) or diffusion (MP400)
Calibration	Manual calibration or automated using POLI Docking Box.
Alarms	• Audible (95 dB @ 30 cm) • Visual (flashing bright red LEDs) • Vibration • On-screen indication of alarm conditions • Man-Down alarm with pre-alarm • Panic Alarm (manual)
Datalogging	Continuous datalogging (6 months for 4 sensors at 1-minute intervals, 24 hours/day and 7 days/week)
Charging and Communication	Charging, data download, instrument setup and firmware upgrades on PC or laptop via PC comm, cradle, travel charger, or docking station.
Temperature	-4° to 122°F (-20° to 50°C)
Humidity	0% to 95% Relative humidity (non-condensing)
IP Rating	IP-65 (pump versions); IP-67 (diffusion versions)
Safety Certifications	Class I, Div 1, Group ABCD T4, -20°C ≤ T_{amb} ≤ +50°C IECEx Ex ia IIC T4 Ga ATEX Ex II 1G Ex ia IIC T4 Ga CE European Conformity
EMC/RFI	EMC directive: 2014/30/EU
Warranty	• 2 Years on instruments • 2 Years on sensors for LEL, LEL/Vol, O_2, CO, CO_2, H_2S, SO_2, HCN, NO, NO_2, and PH_3 • 1 Year on other sensors

Sensor Options‡

Sensor		Range	Resolution
PID[P]		0-200 ppm 0-2000 ppm 0-10000 ppm	0.01 ppm 0.1 ppm 1 ppm
Oxygen (O_2)	**Lead Wool** **Lead-Free**	0-30%Vol 0-30%Vol	0.1%Vol 0.1%Vol
Combustibles (LEL%)		0-100%LEL	0.1%/1%LEL
NDIR Methane (LEL%)		0-100%LEL	1%LEL
NDIR Methane (Vol%)		0-100%Vol	0.1%Vol
Dual-Range LEL%/Vol%		0-100%Vol	1%LEL
NDIR Dual-gas Methane + CO_2	**CH_4** **CO_2**	0-100%LEL 0-50000 ppm	1%LEL 10 ppm*
NDIR Bio-gas Methane + CO_2	**CH_4** **CO_2**	0-100%VOL 0-100%VOL	1%VOL 1%VOL
CO_2 (Carbon Dioxide)		0-50000 ppm	10 ppm”
CO (Carbon Monoxide)		0-1000 ppm	1 ppm
H_2S (Hydrogen Sulfide)		0-100 ppm 0-1000 ppm	0.1 ppm 1 ppm
CO + H_2S	**CO** **H_2S**	0-500 ppm 0-200 ppm	1 ppm 0.1 ppm
SO_2 + H_2S	**SO_2** **H_2S**	0-20 ppm 0-100 ppm	0.1 ppm 0.1 ppm
NH_3 (Ammonia)[P]		0-100 ppm 0-500 ppm	1 ppm 1 ppm
Cl_2 (Chlorine)[P]		0-50 ppm	0.1 ppm
ClO_2 (Chlorine Dioxide)[P]		0-1 ppm	0.01 ppm
H_2 (Hydrogen)		0-1000 ppm	1 ppm
HCl (Hydrogen Chloride)[P]		0-15 ppm	0.1 ppm
HF (Hydrogen Fluoride)[P]		0-20 ppm	0.1 ppm
HCN (Hydrogen Cyanide)[P]		0-100 ppm	0.1 ppm
NO (Nitric Oxide)		0-250 ppm	1 ppm
NO_2 (Nitrogen Dioxide)[P]		0-20 ppm	0.1 ppm
N_2O (Nitrous Oxide)		0-1000 ppm	10 ppm†
PH_3 (Phosphine)		0-20 ppm 0-1000 ppm	0.01 ppm 1 ppm
SO_2 (Sulfur Dioxide)		0-20 ppm 0-100 ppm	0.1 ppm 0.1 ppm
ETO (Ethylene Oxide)[P]		0-100 ppm	0.1 ppm
CH_3SH (Methyl Mercaptan)		0-10 ppm	0.1 ppm
THT (Tetrahydrothiophene)[P]		0-40 ppm	0.1 ppm

[P] Use in pumped models is strongly preferred * 200 ppm deadband
† 100 ppm deadband ‡ See TA Note 4 for all sensor specifications

Android iOS

Scan 2-D barcode to find **POLI Training App** on a mobile device App store and simulate all functions of an actual POLI.

** Due to ongoing research and product improvement, specifications are subject to change without notice **

Estimate

FARRWEST

Date	Estimate #
10/23/2024	19067

108 Commercial Place
Schertz, TX 78154

Ph: 210-566-1857
Fax 210-566-1897

CITY OF BRENHAM - FIRE DEPARTMENT
ACCOUNTS PAYABLE
PO BOX 1059
BRENHAM, TX 77834-1059

P.O. No.	Rep	Project/Event
	JWC	

Item	Description	Qty	Cost	Total
MPA1-81AAA6-0T0L0	mPOWER POLI PUMPED 5-GAS MONITOR - PID/LEL/Liquid O2/H2S+CO	3	2,157.70	6,473.10
10000	FREE GROUND SHIPPING & HANDLING	1	0.00	0.00

Subtotal	$6,473.10
Sales Tax (0.0%)	$0.00
Total	$6,473.10

Phone #	Fax #
210-566-1857	210-566-1897

Web Site
www.farrwest.com

FARRWEST

Multi-Year Equipment Calibration & Maintenance Program

This equipment calibration and maintenance program is made according to the following terms between BRENHAM FIRE DEPARTMENT and FarrWest Environmental Supply, Inc (FarrWest). The following outlines the equipment and services contemplated under this agreement by FarrWest in addition to the responsibilities assigned to BRENHAM FIRE DEPARTMENT. This program will begin on **TBD** and be current for no less than 12 months, with 3 renewal options.

Maintained Equipment

Equipment owned and operated by BRENHAM FIRE DEPARTMENT, calibrated and maintained by FarrWest.

- 3 x MPower Poli (CO, H2S, LEL, O2, PID)
- 2 x Sensit HXG 3P (LEL)
- 1 x Ludlum (Annual Calibration and Verification)
- 10 x Keppler Level A Suits (Annual Pressure Testing)

Supplied Consumables

- Calibration / Bump test gas for each sensor type, amount specified below:

Calibration Gas Type	Amount Supplied	Equipment Used
58L 4 Gas Mix	One per year	MPower Poli/ Sensit
58L ISO 100ppm	One per year	MPower Poli

Supplied Program Services

- 90 Day On-Site Service and Calibration
- Available Event Monitoring Support, as needed
- Annual Gas monitoring and equipment training class
- 24/7 Live support with Certified Hazmat Technicians and Equipment SME's
- Loaner Equipment provided for down equipment

Performance Standards

(a) Every **90 days** FarrWest will come on-site to one or more specified locations to inspect, clean, maintain and calibrate the instrumentation outlined above. The monitors will be serviced in preparation for the next service cycle.

(b) FarrWest will perform repairs for damage or failure occurring during *normal usage of equipment*. All associated costs, parts and labor with these repairs will be the responsibility of FarrWest, except where otherwise noted. Usually, these repairs can be completed on-site, but occasionally FarrWest may need to take equipment back to its facility for repair. Any equipment taken from location will be returned promptly once repaired.

(c) FarrWest will be responsible for all sensor replacement, should a sensor fail to calibrate, ***including*** exotic sensors (i.e., HCN or any sensor that doesn't have a 2-year warranty) except where otherwise noted. Sensors will be replaced with the same chemical sensor that failed.

(d) Instruments marked *Verification-only* will be maintained to their manufacturer's specifications, usually a yearly calibration or optimization. These instruments will also receive an operational test during the normal service cycle. ***Any repairs on verification-only equipment more than $300 will be the responsibility of BRENHAM FIRE DEPARTMENT and will be invoiced separately.***

(e) All radiation equipment that requires calibration will be sent to a 3rd party, approved radiation lab for annual calibration and adjustment, at the expense of FarrWest. All equipment will be verified for proper working order during quarterly maintenance schedule. ***Any repairs on radiation equipment more than $300 will be the responsibility of BRENHAM FIRE DEPARTMENT and will be invoiced separately.***

(f) All chemical and biological equipment will be verified to proper working order during scheduled maintenance visits. ***Any repairs on chemical and biological equipment more than $300, will be the responsibility of BRENHAM FIRE DEPARTMENT and will be invoiced separately.***

(g) Due to cost and technology involved, FarrWest will not be responsible for the repair or maintenance of weather-related modules or attachments bundled with gas detection, radiation, chemical and biological, or any other equipment. This includes but is not limited to RAEMet Sensors. ***Any repairs on weather stations, sensors, modules, or other weather sensing/reporting equipment will be the responsibility of BRENHAM FIRE DEPARTMENT and will be invoiced separately.***

(h) Instruments labeled by the manufacturer as "discontinued" or having reached "end of life" cannot always be maintained due to scarcity of repair parts and sensors. These instruments will be considered as "calibration-only". Calibration-only instruments receive the same interval calibration, but any repairs will be billed separately. All calibration-only instruments will be designated as such in this contract.

(i) All supplied equipment (FarrWest-owned) will be provided with the accessories necessary for proper operation at the time of supply. Maintained equipment (BRENHAM FIRE DEPARTMENT owned) is expected to have arrived with all necessary accessories at time of purchase. Replacement accessories (i.e., chargers, charging cradles, protective boots, etc.) will be provided, up to 3% of the yearly cost of contract per instrument, per year. The cost for replacement accessories beyond this dollar amount will be the responsibility of BRENHAM FIRE DEPARTMENT and will be invoiced separately.

Program Updates or Alterations

(a) Sensor-type changes (i.e., replacing a Hydrogen Sulfide (H2S) sensor with an Ammonia (NH3) sensor) can be done at the request of BRENHAM FIRE DEPARTMENT on supported equipment, but may require a change in contract amount to reflect higher cost of sensors and calibration standards.

(b) If *additional* equipment is added to this program during the contract period, the contract will be amended for the cost of maintaining the new equipment. The maintenance pricing of additional equipment will be charged in accordance with current contract pricing and will be pro-rated for the remainder of the contract. Any other associated costs with the equipment upgrade such as additional calibration gases or consumables will be the responsibility of BRENHAM FIRE DEPARTMENT.

Documentation and Support

(a) FarrWest will maintain all service records and provide a copy of those records to BRENHAM FIRE DEPARTMENT**.** FarrWest will also provide a login to the FarrWest Customer Portal to obtain copies of calibration and repair documents along with other relevant equipment information.

(b) FarrWest will provide loaner units, usually within 24hrs of notice; in the event of unit failure between service intervals for all Maintained and Supplied equipment. Calibration-only equipment will only receive a loaner after a repair invoice has been approved. Due to variety of equipment, exact loaner types may vary, below is the expected loaner type for each type of equipment:

BRENHAM FIRE DEPARTMENT Instrument	FarrWest Loaner
MPower Poli	Rae systems QRAE 3
Sensit HXG 3P	Sensit Gold Family

(c) FarrWest will provide 24/7/365 phone support for equipment or technical problems with a 1-hour response and solution time.

(d) FarrWest will maintain that it is a factory authorized service facility and will maintain manufacturer-trained, Certified Technicians on staff at all times. FarrWest will also maintain certified hazmat technicians, degreed subject matter experts (SME's) with advanced chemistry, fire and chemical forensic backgrounds, and operational readiness teams on staff for any technical questions or support.

Customer responsibilities:

(a) **Lost, stolen, or destroyed equipment – BRENHAM FIRE DEPARTMENT** agrees to be responsible for the replacement costs of any Supplied equipment that is lost, stolen, or destroyed while in its possession.

(b) **Return of Equipment** –

- **At Termination – BRENHAM FIRE DEPARTMENT** agrees to promptly return ALL the equipment supplied under the terms of this agreement following the termination of said agreement. This may occur at the conclusion of the contract or under written terms of cancellation agreed upon by both parties.
- **Loaner Equipment –** BRENHAM FIRE DEPARTMENT agrees to return loaner equipment to FarrWest promptly upon receiving their repaired equipment. As loaner equipment is taken from FarrWest's rental fleet, **unnecessarily extended** loaner periods result in a loss of rental revenue, which may be recouped from the **BRENHAM FIRE DEPARTMENT** in the form of a rental invoice.

(c) **Equipment Issues between service intervals -** Many equipment issues can be fixed over the phone or by email, eliminating the cost of shipping the instrument back and forth. **BRENHAM FIRE DEPARTMENT** agrees to contact FarrWest, either by phone or email, prior to sending equipment in for service. Unnecessary shipping costs may be recouped in a separate invoice.

(d) **Renewal** – At the end of this 12 -month agreement, BRENHAM FIRE DEPARTMENT will be given the opportunity to renew the maintenance program for an additional **3**, 12-month periods. These renewals will be automatic and payment of delivered invoice will signal acceptance of renewal.

(e) **Purchasing Contracts** – For ease-of-purchasing, FarrWest Environmental Supply is a vendor on both the Houston-Galveston Area Council (**HGAC**) Cooperative Purchasing Program and BuyBoard Cooperative Purchasing Program. FarrWest's HGAC contract number is EP11-20. FarrWest's BuyBoard contract number is 603-20. The price below reflects the discount pricing from these programs.

(f) **WOSB/WBE**- FarrWest is a federally certified Woman-owned Small Business and Woman-owned Business Enterprise

(g) **Annual Fee for Equipment and Service –**

- An annual payment of **$7,471.70** will be made to FarrWest for the above program. This payment can be made quarterly or monthly.

FarrWest Environmental Supply	BRENHAM FIRE DEPARTMENT
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

City Council Regular Meeting

AGENDA ITEM 10

Agenda Item: **Discuss and Possibly Act Upon Resolution No. R-25-006 Authorizing the Acceptance of a Grant from the Texas Parks and Wildlife Department to Participate in the Local Parks Grant Program Related to Phase I of the Brenham Family Park**

Meeting Date: January 23, 2025

Department: Public Works

Staff Contact: Dane Rau, Director of Public Works

SUMMARY STATEMENT:

As you all know it has been a long-awaited period for the City of Brenham to get the notice to proceed on the Brenham Family Park Project. The grant application was approved by Council in 2018. We received notification a couple years later that we would be receiving the grant but wasn't until October of 2024 that we received the Notice to Proceed. We now have the contract in our hands to sign and are ready to make this a reality for Brenham.

Over the last 3 years, while we were waiting on clearance from Texas Parks and Wildlife and the National Parks Service, we began design of Phase 1 in order to meet our grant elements as it pertains to the amenities that will go into the park. We also earmarked additional funds through BCDC (sales tax revenues) knowing that $750,000.00 would not go far when you consider an amenity/retention pond, parking, signage, utility extensions, a restroom facility, 1-mile walking/biking trail, lighting, benches, pedestrian bridge, and wildflower areas. During that time BCDC has allocated an additional $1,015,148.00 to help get this project started and off the ground. This brings the total available funds currently to $1,769,409.00 to get started for Phase 1.

Today we ask council to officially accept the grant from Texas Parks and Wildlife so we can move forward with the contract and make this a reality for Brenham.

Once we sign the grant with Texas Parks and Wildlife, we will then work with Quiddity Engineering to finalize the design and bid the project out in the Spring of 2025. We will set the bids up to meet the grant elements to give the City some options to consider when it deals with the current funds allocated toward this project. The TP&W contract states that the project needs to be completed by May of 2027. TP&W also allows the recipient to extend projects up to an additional 2 years to meet final construction.

We will work strategically with Quiddity as we prepare the bid in Spring of 2025. We will also reference the Facility Naming Rights Policy as we move throughout this project. If there is any interest from the public or any members of the community, please have them contact a board member, council member, or City of Brenham Parks and Recreation official.

A layout of Phase 1 will be brought to the meeting for display and reference.

ATTACHMENTS:

1. Resolution No. R-25-006 - Acceptance of TPWD Grant Brenham Family Park
2. Brenham Park - Color Site Plan
3. TPWD Grant Agreement

RECOMMENDATION:

Approve Resolution No. R-25-006 authorizing the acceptance of a grant from the Texas Parks and Wildlife Department to participate in the Local Parks Grant Program related to Phase I of the Brenham Family Park.

RESOLUTION NO. R-25-006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE TEXAS PARKS AND WILDLIFE DEPARTMENT TO PARTICIPATE IN THE LOCAL PARKS GRANT PROGRAM RELATED TO PHASE I OF THE BRENHAM FAMILY PARK AND AUTHORIZE THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTATION

WHEREAS, the Texas Parks and Wildlife Department acts as a silent partner in hundreds of communities across the state through its grant, assistance, education, and outreach programs. From the largest metroplex to the smallest rural community, these programs help build new parks, conserve natural resources, preserve historical sites, provide access to water bodies, develop educational programs for youth, and much more; and

WHEREAS, on the 20th day of September 2018 the City Council of the City of Brenham enacted Resolution No. R-18-011 authorizing City staff to prepare and submit a grant application to the Texas Parks and Wildlife Department Local Parks Grant Program for new improvements for Phase I of the Brenham Family Park ("Project"); and

WHEREAS, the City of Brenham has been notified of the grant award of $750,000.00 for the Project; and

WHEREAS, the City Council of the City of Brenham desires to accept said grant award, understanding that the City is required to provide a match of fifty percent (50%) for this grant for $750,000.00;

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

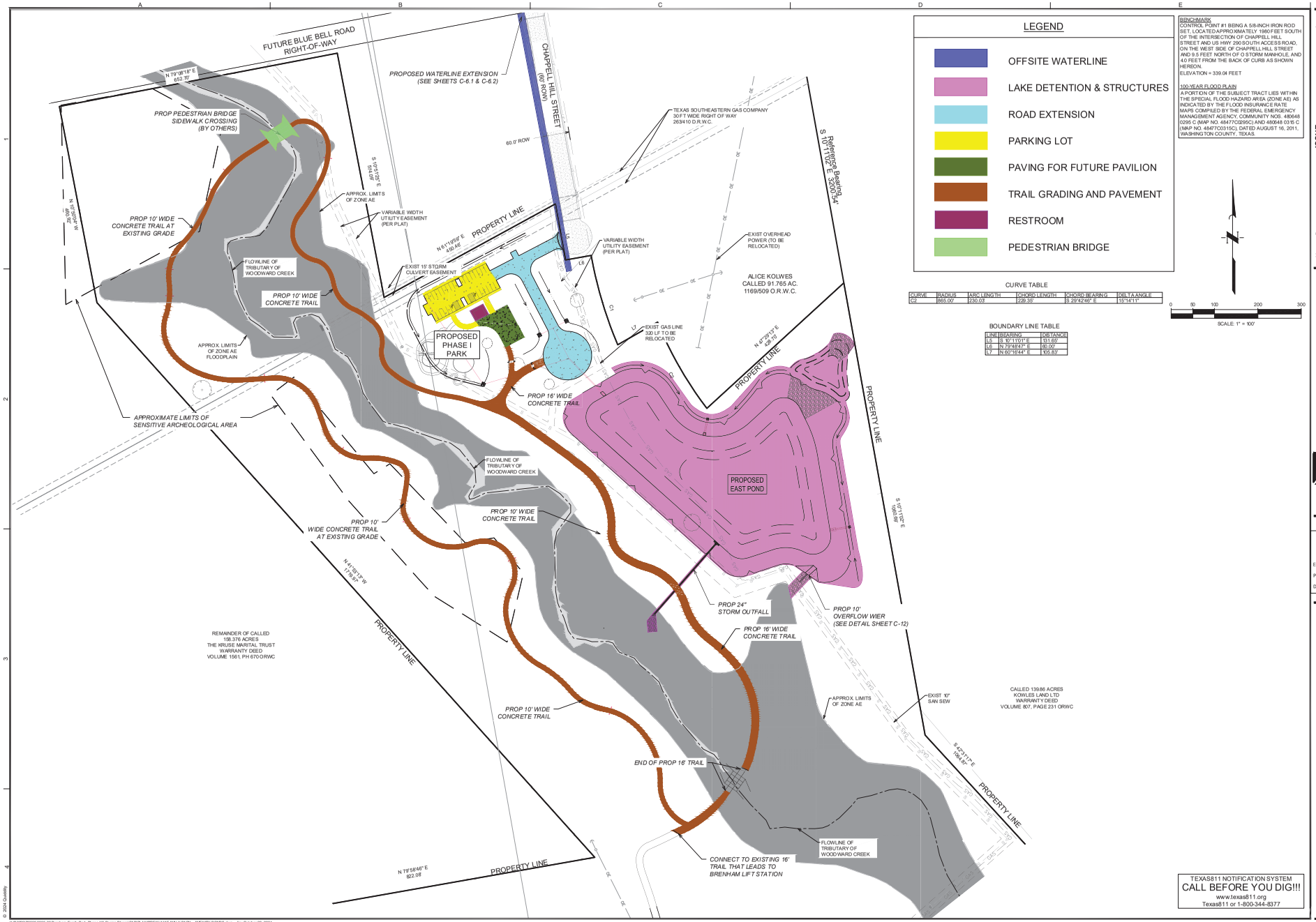
1. The City of Brenham hereby accepts the grant award of $750,000.00 from the Texas Parks and Wildlife Department Local Parks Grant Program for the Project improvements to the Brenham Family Park;
2. The City of Brenham will comply with all applicable requirements of the Grant Program; and
3. The Mayor is hereby authorized to execute any necessary documentation related to the grant award described herein and associated matters.

PASSED AND APPROVED on this the 23rd day of January, 2025.

_____
Atwood C. Kenjura.,
Mayor

ATTEST:

_____
Jeana Bellinger, TRMC, CMC
City Secretary



LEGEND

- OFFSITE WATERLINE
- LAKE DETENTION & STRUCTURES
- ROAD EXTENSION
- PARKING LOT
- PAVING FOR FUTURE PAVILION
- TRAIL GRADING AND PAVEMENT
- RESTROOM
- PEDESTRIAN BRIDGE

BENCHMARK
CONTROL POINT #1 BEING A 5/8-INCH IRON ROD SET, LOCATED APPROXIMATELY 1980 FEET SOUTH OF THE INTERSECTION OF CHAPPELL HILL STREET AND US HWY 290 SOUTH ACCESS ROAD, ON THE WEST SIDE OF CHAPPELL HILL STREET AND 9.5 FEET NORTH OF O STORM MANHOLE, AND 4.0 FEET FROM THE BACK OF CURB AS SHOWN HEREON.
ELEVATION = 339.04 FEET

100-YEAR FLOOD PLAIN
A PORTION OF THE SUBJECT TRACT LIES WITHIN THE SPECIAL FLOOD HAZARD AREA (ZONE AE) AS INDICATED BY THE FLOOD INSURANCE RATE MAPS COMPILED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, COMMUNITY NOS. 480648 0295 C (MAP NO. 48477C0295C) AND 480648 0315 C (MAP NO. 48477C0315C), DATED AUGUST 16, 2011, WASHINGTON COUNTY, TEXAS.

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C2	865.00'	230.03'	229.35'	S 29°42'46" E	15°14'11"

BOUNDARY LINE TABLE

LINE	BEARING	DISTANCE
L5	S 10°11'01" E	131.65'
L6	N 79°48'47" E	60.00'
L7	N 60°16'44" E	105.83'

0 50 100 200 300
SCALE: 1" = 100'

TEXAS811 NOTIFICATION SYSTEM
CALL BEFORE YOU DIG!!!
www.texas811.org
Texas811 or 1-800-344-8377

No.	Date	App.
ISSUE		

QUIDDITY
Texas Board of Professional Engineers and Land Surveyors Reg. No. F-23290
6330 West Loop South, Suite 150 ● Bellaire, TX 77401 ● 713.777.5337

SCALE: 1" = 100'
DESIGNED BY: LJM
DATE: AUGUST 2024
CHECKED BY: JLD
JOB NO.: B0039-0033-00
DRAWN BY: ABP

INTERIM REVIEW
Not intended for construction, bidding or permit purposes.
Engineer: JESSICA L. DENNIS, P.E.
P.E. Serial No.: 107245
Date: OCTOBER 2024

BRENHAM PARK
OPC EXHIBIT

© 2024 Quiddity

TEXAS PARKS AND WILDLIFE

Recreation Grant Agreement
Federal Sub-Award

TPWD P.O. Number: CA-0006446

Project Number: 48-01196

Sponsor Name: CITY OF BRENHAM

Project Name: Brenham Family Park

Federal Award Identification Number (FAIN): P24AP00597

Sponsor Unique Entity Identifier: LF2UCH3R6SW3

Catalogue of Federal Domestic Assistance Number (CFDA): 15.916

Agreement Term / Period of Performance: 05/21/2024 - 05/20/2027

Federal Share: $750,000.00

Sponsor Share: $1,031,442.00

Total Project Cost: $1,781,442.00

SECTION 1 - PROJECT DESCRIPTION AND LOCATION

This subaward agreement (Grant Agreement) is entered into by the Texas Parks and Wildlife Department (Department), and the CITY OF BRENHAM (Sponsor). This sub-award is funded through National Park Service issued to the Department on 05/21/2024

The scope of this Grant Agreement includes:
Brenham Family Park is a +/-108-acre park in Brenham, Texas. The proposed development includes a restroom, multi-use trails, pedestrian bridges, site grading/lake, an access road extension, parking, lighting, signage, and native landscaping.

Brenham Family Park is at 3110 S. Chappell Hill Street, Brenham, TX 77833.

Build America, Buy America language: As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that is part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all sub-awards, including all contracts and purchase orders for work or products under this program. The attached Federal Agreement can be referenced for additional information.

This sub-award is not for research and development.

SECTION 2 - SPECIAL CONDITIONS APPLICABLE TO THIS AGREEMENT

At least 57.90% non-Federal cost-share is required for costs incurred under this Agreement. If pre-award costs are authorized, reimbursement of these costs is limited to the Federal cost share percentage identified in this agreement.

An Official Boundary Map that meets program requirements is required before final reimbursement and project closeout.

Permanent Public Park & Recreation Dedication. All land or water receiving program assistance shall be dedicated for public park and recreation use in perpetuity. No property acquired or developed with program assistance shall be converted to other than public park and recreation uses without the approval of the Department and the substitution of other park and recreation properties of at least equal fair market value and equivalent park and recreation usefulness.

SECTION 3 - PRE-AWARD INCURRENCE OF COSTS

The Recipient is authorized for reimbursement of, or use as match, costs up to $158,000.00 incurred on or after 12/05/2016. Pre-award costs must be allowable, allocable, and reasonable under the terms and conditions of this Agreement and in accordance with the approved project budget. These costs must be charged to the initial budget period of the award and in accordance with the approved cost-share ratio.

SECTION 4 - APPROVED INDIRECT COST RATE

N/A

SECTION 5 - KEY OFFICIALS

Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

FOR TEXAS PARKS AND WILDLIFE DEPARTMENT:

Dana Lagarde
Director of Recreation Grants
4200 Smith School Road
Austin, Texas 78744
(512)389-8224
Dana.Lagarde@tpwd.texas.gov

Grant Manager:
Dan Reece
Recreation Grants Branch
4200 Smith School Road
Austin, Texas 78744
(512) 389-8224
dan.reece@tpwd.texas.gov

Grant Coordinator:
Kara Escajeda
Recreation Grants Branch
4200 Smith School Road
Austin, Texas 78744
(512) 389-8224
kara.escajeda@tpwd.texas.gov

FOR PROJECT SPONSOR:

Official Point of Contact
Dane Rau

200 W. Vulcan

Brenham, Texas, 77833
(979) 337-7200
drau@cityofbrenham.org

Project Coordinator
JoAnne Hynes

200 W. Vulcan
Brenham, Texas, 77833
(979) 337-7428
jhynes@cityofbrenham.org

Fiscal Contact
Stacy Hardy

200 W. Vulcan
Brenham, Texas, 77833
(979) 337-7200
shardy@cityofbrenham.org

SECTION 6 - AWARD AND PAYMENT

A. The Department will provide funding to the Sponsor in an amount not to exceed $750,000.00 for the project described under Project Description and Location above and in accordance with the Department-approved budget summary attached.

B. The Sponsor shall obtain prior approval from the Department for budget and program revisions, and shall request reimbursement via payment in accordance with the most current version of the Instructions for Approved Projects Recreation Grant Programs on form PWD BK P4000-1146.

C. In order to receive a financial assistance award and to ensure proper payment, it is required that Sponsor maintain their registration with the System for Award Management (SAM), accessed at http://www.sam.gov. Failure to maintain registration can impact obligations and payments under this Grant Agreement and/or any other financial assistance or procurement documents the Sponsor may have with the Federal government.

D. Expenses charged against awards under the Grant Agreement, unless approved in Section 3, may not be incurred prior to the beginning of the Grant Agreement and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the Department Key Officials. The Sponsor shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.

E. Indirect costs will not be allowable charges against the award unless specifically included as a line item in the approved budget incorporated into the award.

F. The Sponsor must meet their cost share commitment over the life of the award, as specified in section 2 of this agreement. Non-federal cost-share is required for costs incurred under this Grant Agreement.

SECTION 7 - MODIFICATION, REMEDIES FOR NON-COMPLIANCE TERMINATION

A. This Agreement may be modified only by a written instrument executed by the parties. Modifications will be in writing and approved by the Department and the authorized representative of Sponsor.

B. Additional conditions may be imposed by the Department if it is determined that the Sponsor is non–compliant with the terms and conditions of this agreement.

C. The Department may suspend program assistance under the project pending corrective action by the Sponsor or pending a decision to terminate the grant by the Department.

D. The Sponsor may unilaterally terminate the project prior to the first payment on the project or within 90

days of the TPWD Approval Date, whichever occurs earlier. After the initial payment, the project may be terminated, modified, or amended by the Sponsor only by agreement with the Department.

E. The Department may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the Sponsor has failed to comply with the conditions of the grant. The Department will promptly notify the Sponsor in writing of the determination and the reasons for termination, together with the effective date. Payments made to the Sponsor or recoveries by the Department under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.

F. The Department or Sponsor may terminate grants in whole, or in part, at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portions to be terminated. The Sponsor shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The Department may allow full credit to the Sponsor for the State/Federal share of the non-cancelable obligations, property incurred by the Sponsor, pending written receipt of the determination and the reasons for termination, together with the effective date. Payments made to the Sponsor or recoveries by the Department under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.

G. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the Sponsor and the Department, or that all funds provided by the Department be returned.

H. If the Sponsor does not comply with provisions as set forth in the grant agreement and the Recreation Grants Manual regarding both active project compliance and compliance at previously assisted grant sites, the following actions may be taken:
   1. The Department may withhold payment to the Sponsor;
   2. The Department may withhold action on pending projects proposed by the Sponsor

SECTION 8 - CLOSEOUT

Sponsor will follow closeout procedures in the Instructions for Approved Projects Recreation Grant Programs PWD BK P4000-1146.

SECTION 9 - TERMS OF ACCEPTANCE

By accepting funds under this grant, the Sponsor agrees to comply with the terms and conditions of this Grant Agreement, and the terms and conditions of all attachments that are applicable to the Sponsor. Sponsor also agrees to comply with assurances and certifications made in its approved grant application submitted via Recreation Grants Online, and applicable federal statutes, regulations and guidelines. Sponsor agrees to fulfill the grant in accordance with the approved grant application, budgets, supporting documents, and all other representations made in support of the approved grant application.

Signature Authority

The person or persons signing this Grant Agreement on behalf of the Sponsor hereby warrant and guarantee that they are duly authorized by the Sponsor to execute this Grant Agreement on behalf of the Sponsor and to validly and legally bind the Sponsor to all the terms of this agreement.

Entire Agreement; Modifications Must Be in Writing

This Grant Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered unless with prior written approval by both parties.

Venue; Governing Law

This Grant Agreement shall be governed by the laws of the State of Texas. The proper place of venue for suit on or in respect of the Agreement shall be Travis County.

SECTION 10 – ATTACHMENTS INCORPORATED BY REFERENCE

The Federal regulations titled “2 CFR, Part 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” are incorporated by reference into this Agreement (full text can be found at http://www.ecfr.gov)

The following completed documents are attached to and made part of this Agreement:
Budget Summary
Certificate of Land Dedication
Texas Historical Commission Memo
TPWD Resource Memo
Assurances for Federal Sub-awards
Instructions for Approved Projects
Local Park Grant Manual
Texas Grant Management Standards
Certification Regarding Lobbying
Construction Assurances
Federal Agreement
Working Boundary Map
Federal Modification/Amendment Number 48-01196.1

SECTION 11 – SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

TEXAS PARKS AND WILDLIFE DEPARTMENT	**CITY OF BRENHAM**
Signature:	Name: _____
Date:	Title: _____
SAM Date/Initials: 07/15/2024 / C.L.	Signature: _____
Federal Aid Date/Initials:	Date: _____

City Council Regular Meeting

AGENDA ITEM 11

Agenda Item: **Discuss and Possibly Act Upon the Saeger Street Construction Cost Participation Agreement Between the City of Brenham and Southern Land of Texas, LLC Related to the Extension of Saeger Street and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Date: January 23, 2025

Department: Public Works

Staff Contact: Dane Rau, Director of Public Works

SUMMARY STATEMENT:

As development is occurring on N. Saeger St and Jefferson St with the Wilkens Valley Subdivision a new section of N. Saeger St will be built and extended by the developer, Collier Construction LLC. Part of the development obligation is that the developer be responsible for building 31' concrete curb and gutter roadways throughout the subdivision. Being that Saeger St is categorized as a future Minor-Collector roadway the City is interested in expanding this section to 41' which will match up to S. Saeger St on the south side of Main St by Grace Fellowship. By expanding this roadway and knowing that one day it will eventually extend to Blue Bell Rd it is important for future growth of the City that we proactively expand this roadway now while it is being built. We have done similar oversizing agreements on S. Chappell Hill St as it was expanded south of the 290-feeder road and paid the difference between and 31' and a 41' roadway. By expanding to a 41' roadway it will allow a dedicated turn lane, striping, provide for low engineering costs on the City, all storm sewer can be completed at one time and just for efficiency and disturbance issues all work can be done at one time rather than coming back later and having to find funds at a much higher cost. This will be a 1,485 ft extension.

Collier Construction has provided a cost breakdown on the city's portion for the extension of the additional 10' all the way through to the northern property line. (3 phases). The total participation cost from the city would be $285,112.15. Total project cost is $1,295,229.87. Staff feels that this is a very fair price that can be done as the phases progress. We have funds in the equipment fund and also in the 2023 Street Certificate of Obligations that can cover these costs.

Attached is the OPC as well as a phased layout showing the planned development. We would like Council's approval to move forward with the oversizing agreement which was prepared by Cary and agreed on by Collier Construction LLC. If agreed upon, we will pay as each section is released to the City and phases are complete as described in the agreement and phasing plan.

This street along with others in the subdivision will be turned over to the city once accepted and a 1 yr warranty period passes.

ATTACHMENTS:

1. Saeger Street Construction Cost Participation Agreement

RECOMMENDATION:

Approve the Saeger Street Construction Cost Participation Agreement between the City of Brenham and Southern Land of Texas, LLC related to the extension of Saeger Street in the amount of $285,112.15 and authorize the Mayor to execute any necessary documentation.

SAEGER STREET CONSTRUCTION
COST PARTICIPATION AGREEMENT

This Agreement is entered into this 23rd day of January 2025, by and between the City of Brenham, a Texas home-rule municipal corporation (hereinafter "CITY"), and Southern Land of Texas, LLC**,** a Texas limited liability company, (hereinafter "OWNER").

WHEREAS, OWNER owns and is developing property within the City of Brenham, more particularly described as the Wilkins Valley Subdivision (hereinafter "Property") which is located at N. Saeger Street and W. Jefferson Street, Brenham, Washington County, Texas, and OWNER desires to extend N. Saeger Street a total of 1,485 linear feet, abutting the east property line of the Wilkins Valley Subdivision beginning at W. Jefferson Street ("Saeger Street Extension"), for the purpose of providing vehicular access to and from the Wilkins Valley Subdivision, said Property being further described on **Exhibit "A",** attached hereto and incorporated herein for all purposes; and

WHEREAS, OWNER proposes to construct the Saeger Street Extension as a forty-one foot (41') minor collector street and dedicate said Saeger Street Extension to the CITY; and

WHEREAS, the CITY and the OWNER agree that the Saeger Street Extension would enhance and improve the CITY'S street network and thoroughfare system; and

WHEREAS, Section 212.071 of the Texas Local Government Code authorizes a municipality with 5,000 or more inhabitants to enter into an agreement with the developer of land in the municipality to construct public improvements, including street improvements and related facilities; and

WHEREAS, under such an agreement, the developer shall construct the improvements and the municipality shall participate in the costs of the public improvements, said municipality's share of the costs not to exceed thirty percent (30%) of the total contract price of the improvements; and

WHEREAS, the OWNER has requested the CITY'S participation in the construction of the Saeger Street Extension and related facilities; and

WHEREAS, the City has reviewed the data, plans, and cost estimate provided by OWNER'S engineer and determined that OWNER'S request for the CITY'S cost participation in the Saeger Street Extension qualifies for participation funding under the criteria established in Texas Local Government Code, Section 212.071 et seq.;

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 and specifications that meet the requirements of this Saeger Street Construction Cost Participation Agreement ("Agreement"), the City of Brenham Codes and Ordinances and all other applicable laws, regulations, policies and design requirements, and that have been submitted to, reviewed and approved by the City of Brenham

Public Works Department and Development Services Department.

1.2 **CITY** 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 and standards contained in or referred to in all applicable codes, ordinances, or laws.

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 the OWNER, a Certificate of Completion and Acceptance have been issued for the Project, and OWNER has fully performed any other requirements contained herein or as otherwise required by law.

1.6 **OWNER** means Southern Land of Texas, LLC, a Texas limited liability company, whose principal office is located at 10235 W. Little York Rd., Suite 450, Houston, Texas 77040-3253.

1.7 **Property** means the Wilkins Valley Subdivision, which is located at N. Saeger Street and W. Jefferson Street, Brenham, Washington County, Texas, and abutting which OWNER desires to construct the Sager Street Extension.

1.8 **Project** means the construction of the Saeger Street Extension in three (3) phases, as further detailed in **Exhibit "B"** and **Exhibit "C"** attached hereto and incorporated herein for all purposes.

II. COST PARTICIATION

2.1 CITY agrees to pay the OWNER the construction cost difference between a thirty-one foot (31') residential street and a forty-one foot (41') Minor Collector street for a 1,485 linear foot section in accordance with the terms of this Agreement.

2.2 The estimated total cost of the project is $1,295,229.87, which includes $1,245,229.87 for construction and $50,000.00 for engineering, surveying, and testing. CITY agrees to cost participate with OWNER (for construction and engineering) in a total amount not to exceed $285,112.15. The CITY's cost participation for each phase shall be as follows: Phase 1 = $65,304.45; Phase 2 = $75,188.40; and Phase 3 = 144,619.30. CITY's total participation does not exceed thirty percent (30%) of the total price of the Project; therefore, this Project is not required to be competitively bid under Section 252.002 et seq. of the Texas Local Government Code, as amended, or under any other state law.

2.3 The detailed total cost of the Saeger Street Extension is attached hereto and incorporated herein for all purposes as **Exhibit "C."** 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 OWNER and CITY. CITY'S funding of cost participation pursuant to this Agreement shall not exceed $285,112.15 under any circumstances.

2.4 OWNER warrants and certifies by the signing of this Agreement that the amount OWNER submits for reimbursement upon completion and acceptance of the Project will be the actual cost of constructing and installing the improvements specified in this request as approved by the City Public Works director or his designee. Any amount in excess of the actual cost of the improvements is unauthorized and OWNER shall be liable for the immediate repayment of any excess funds. The City or his designee will certify that each of following applicable terms and conditions have been met for the approval of CITY's cost participation to construct the Saeger Street Extension improvements:

(1) the Final Completion of the Project improvements in accordance with the Approved Plans;
(2) issuance of Certificates of Completion and Acceptance;
(3) OWNER'S compliance with all City of Brenham Codes, Ordinances and standards relating to the Property and its subdivision and development;
(4) dedication of the Saeger Street Extension improvements and dedication of the land for the right-of-way either by plat or by general warranty deed;
(5) lien releases or subordinations from all lenders as required by CITY.

2.5 Oversize Participation Payment. OWNER will submit a written request for cost participation payment after Final Completion of each phase of construction.

2.6 If a written request for payment related to the completion of a phase of construction complies with the terms of this Agreement, CITY will pay cost participation funds for that completed phase of construction to the OWNER in one (1) payment within thirty (30) days after CITY's receipt of a valid written request for payment.

2.7 Reports, books and other records. OWNER shall make its books and other records related to the Project available for inspection by CITY. OWNER shall submit to CITY any and all information or reports requested to verify the expenditures submitted for cost participation eligibility including but not limited to bid documents, payment applications, including any supporting information, cancelled checks, copies of construction and engineering documents, as determined by the City Public Works Director in his sole discretion, for the verification of the cost of the infrastructure detailed in **Exhibit "C"** of this Agreement. The submission of these reports and information shall be the responsibility of the OWNER and shall be certified by OWNER'S Licensed Professional Engineer at OWNER'S expense and signed by an authorized official of the entity.

III. GOVERNMENTAL IMMUNITY, INDEMNIFICATION AND RELEASE

3.1 CITY is a political subdivision of the state and enjoys governmental immunity. By entering into this Agreement, CITY does not consent 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 OWNER 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 the work done by OWNER under this Agreement.

3.3 OWNER shall indemnify and hold CITY harmless from any claims of suppliers or subcontractors of OWNER for improvements constructed or caused to be constructed by OWNER.

3.4 OWNER shall indemnify and hold CITY harmless from any and all injuries to or claims of adjacent property owners resulting from or relating to OWNER'S performance under this Agreement.

3.5 OWNER assumes full responsibility for the work to be performed hereunder, and releases, relinquishes and discharges CITY, its officers, agents and employees, from all claims, demands, and causes of action of every kind and character, including the cost of defense therefore, for any injury to or death of any persons and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with, OWNER'S work to be performed hereunder. This release shall apply whether or not said claims, demands, and causes of action are covered in whole or in part by insurance. The OWNER further waives and release the CITY from any claim or claims the OWNER may allege or have pursuant to Chapter 395, Texas Local Government Code, as amended.

IV. PROJECT AND CONSTRUCTION

4.1 Right to Inspect the Work. The City Public Works Director or his designee will inspect the improvements for compliance with the Approved Plans during 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. In the event that any of the work or materials furnished is not in strict accordance with the Approved Plans, OWNER shall correct or cause to be corrected at its sole cost and expense any defective or nonconforming work.

4.2 Independent Contractor. OWNER shall be solely responsible for selecting, supervising, and paying the 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.

The parties to this Agreement agree and understand that all employees, volunteers, personnel and materials furnished or used by OWNER in the installation of the specified improvements shall be the responsibility of OWNER and shall not be deemed employees or agents of CITY for any purpose.

4.3 Payment for materials and labor. OWNER is solely and exclusively responsible for compensating any of its contractors, employees, subcontractors, materialmen and/or suppliers of any type or nature whatsoever and insuring that no claims or liens of any type will be filed against any property owned by CITY arising out of or incidental to the performance of any service performed pursuant to this Agreement. In the event a statutory lien notice is sent to CITY, OWNER shall, where no payment bond covers the work, upon written notice from CITY,

hold CITY harmless from any losses that may result from the filing or enforcement of any said lien notice.

4.4 Performance Bond. OWNER shall execute a performance bond for the construction of the improvements as required by Section 212.073, Texas Local Government Code, to ensure completion of the Project,

4.5 Affidavit of bills paid. OWNER will provide the CITY a notarized affidavit stating that all bills for labor, materials, and incidentals incurred have been paid in full, that any claims from manufacturers, materialmen, and subcontractors have been released, and that there are no claims pending of which the OWNER has been notified.

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

V. GENERAL PROVISIONS

5.1 Amendments. No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

5.2 Choice of law and Venue. This Agreement has been made under and shall be governed by the laws of the State of Texas. Performance and all matters related thereto shall be in Washington County, Texas. Exclusive venue for any claim, lawsuit, or other proceeding arising out of or involving this Agreement shall be in Washington County, Texas.

5.3 Authority to enter into Agreement. Each party represents that it has the full power and authority to enter into and perform this Agreement. The person executing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The person executing this Agreement on behalf of OWNER represents that he or she is authorized to sign on behalf of OWNER and agrees to provide proof of such authorization to CITY upon request.

5.4 Agreement read. The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

5.5 Notice. All notices and documents required herein shall be sent and provided to the parties at the addresses and telephone numbers listed below:

City of Brenham
Public Works Director
P.O Box 1059
Brenham, Texas 77834

Southern Land of Texas, LLC
10235 W. Little York Rd., Suite 450
Houston, Texas 77040-3253

All notices and documents shall be deemed received when mailed with sufficient postage and deposited in a regular mailbox of the United States Post Office. The parties may change addresses upon thirty (30) days' written notice sent certified mail, return receipt requested.

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

5.7 Default. In the event of a breach of this Agreement by OWNER, and such default is not cured within thirty (30) days after written notice from CITY to OWNER, CITY may terminate this Agreement and exercise any and all legal remedies available to it.

Executed this _____ day of _____, 2025.

SOUTHERN LAND OF TEXAS, LLC

_____
By:
Title:

CITY OF BRENHAM, TEXAS

_____
Atwood C. Kenjura, 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 _____, 2025.

_____
Notary Public in and for the State of Texas

THE STATE OF TEXAS

COUNTY OF WASHINGTON

ACKNOWLEDGEMENT

Before me, the undersigned authority, on this day personally appeared _____, _____ of Southern Land of Texas, LLC, a Texas limited liability company, 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 _____, 2025.

_____
Notary Public in and for the State of Texas

EXHIBIT "A"

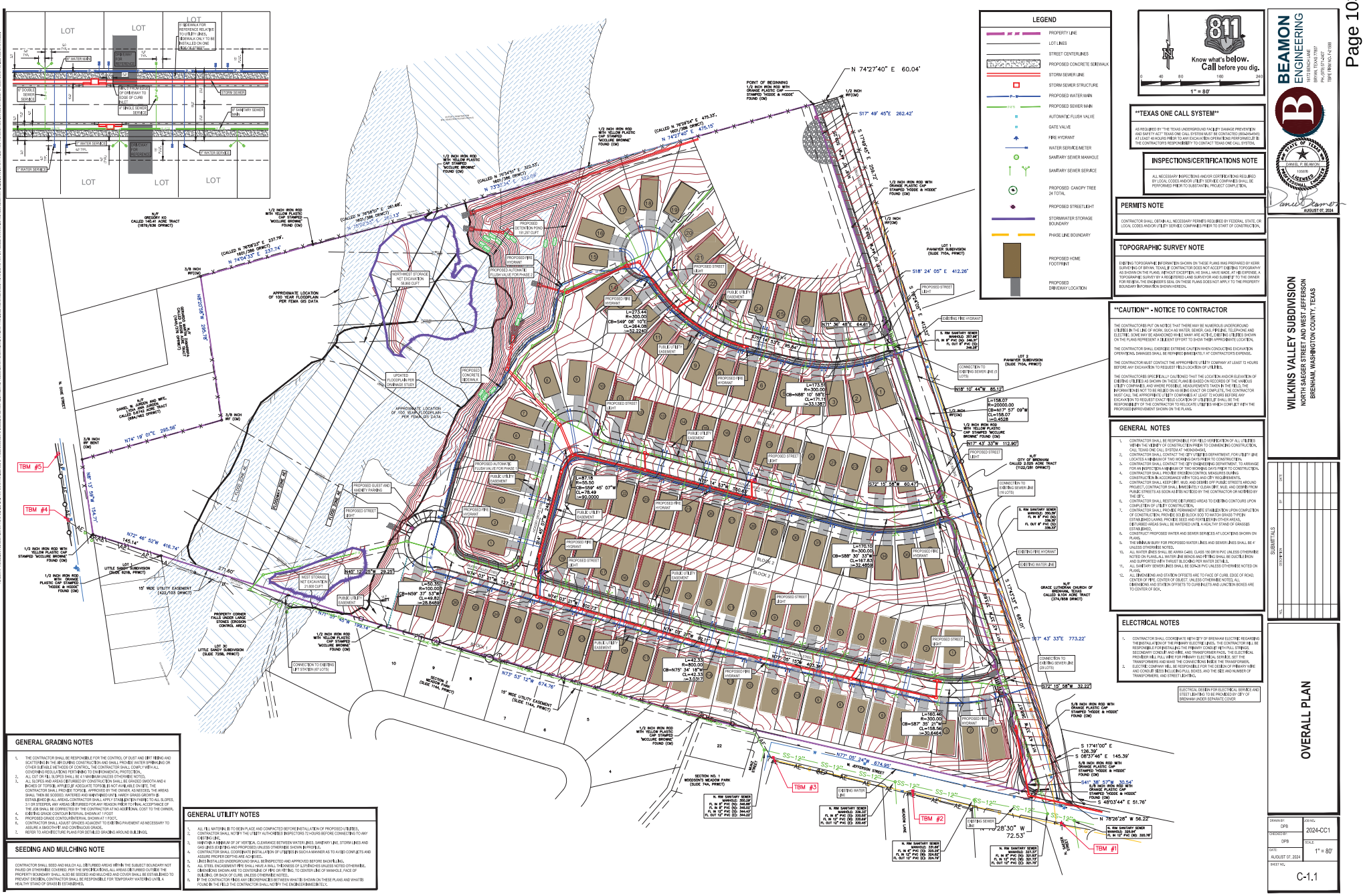
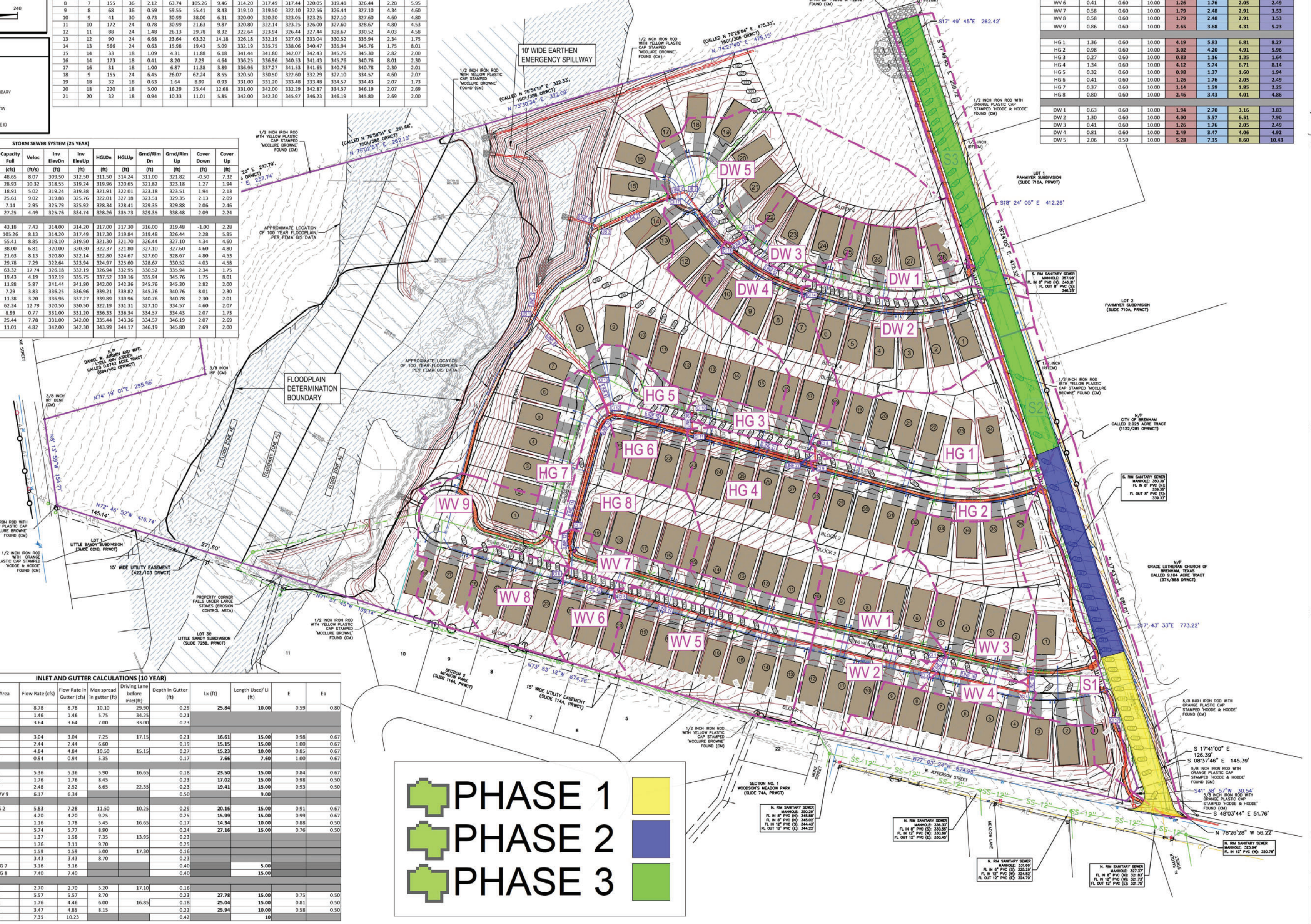

LEGEND
PROPERTY LINE
LOT LINES
STREET CENTERLINES
PROPOSED CONCRETE SIDEWALK
STORM SEWER LINE
STORM SEWER STRUCTURE
PROPOSED WATER MAIN
PROPOSED SEWER MAIN
AUTOMATIC FLUSH VALVE
GATE VALVE
FIRE HYDRANT
WATER SERVICE/METER
SANITARY SEWER MANIFOLD
SANITARY SEWER SERVICE
PROPOSED CANOPY TREE 24 TOTAL
PROPOSED STREETLIGHT
STORMWATER STORAGE BOUNDARY
PHASE LINE BOUNDARY
PROPOSED HOME FOOTPRINT
PROPOSED DRIVEWAY LOCATION
Know what's below. Call before you dig.
1" = 80'
TEXAS ONE CALL SYSTEM
INSPECTIONS/CERTIFICATIONS NOTE
PERMITS NOTE
TOPOGRAPHIC SURVEY NOTE
**CAUTION" - NOTICE TO CONTRACTOR
GENERAL NOTES
ELECTRICAL NOTES
GENERAL GRADING NOTES
GENERAL UTILITY NOTES
SEEDING AND MULCHING NOTE
BEAMON ENGINEERING
WILKINS VALLEY SUBDIVISION
NORTH SAEGER STREET AND WEST JEFFERSON
BRENHAM, WASHINGTON COUNTY, TEXAS
OVERALL PLAN
AUGUST 07, 2024
C-1.1

EXHIBIT "B"



PHASE 1 (yellow)
PHASE 2 (blue)
PHASE 3 (green)

Know what's below. Call before you dig. 811

1" = 80'

LEGEND

- EXIST CONTOUR
- PROPOSED CONTOUR
- DRAINAGE AREA BOUNDARY
- FLOW DIRECTION ARROW
- DRAINAGE STRUCTURE ID

STORM SEWER SYSTEM (100 YEAR)

LineNo.	DS Line	Length	Size	Slope	Flowrate	Capacity Full	Veloc	Inv ElevDn	Inv ElevUp	HGLDn	HGLUp	Grnd/Rim Dn	Grnd/Rim Up	Cover Down	Cover Up
		(ft)	(in)	(%)	(cfs)	(cfs)	(ft/s)	(ft)	(ft)	(ft)	(ft)	(ft)	(ft)	(ft)	(ft)
1	Outfall	76	24	3.94	29.57	48.65	9.57	309.50	312.50	311.50	314.36	311.00	321.82	-0.50	7.32
2	1	50	24	1.39	29.57	28.93	10.48	318.55	319.24	320.23	320.92	321.82	323.18	1.27	1.94
3	2	24	24	0.60	19.14	18.91	6.09	319.24	319.38	322.05	322.20	323.18	323.51	1.94	2.13
4	3	116	18	5.07	19.14	25.61	10.87	319.88	325.76	322.20	327.22	323.51	329.35	2.13	2.09
5	4	33	18	0.39	6.32	7.14	3.58	325.79	325.92	328.87	328.97	329.35	329.88	2.06	2.46
6	4	157	18	5.74	7.9	27.25	5.11	325.76	334.74	328.76	335.83	329.35	338.48	2.09	2.24
7	Outfall	56	36	0.36	63.74	43.18	9.02	314.00	314.20	317.00	317.44	316.00	319.48	-1.00	2.28
8	7	155	36	2.12	63.74	105.26	9.46	314.20	317.49	317.44	320.05	319.48	326.44	2.28	5.95
9	8	68	36	0.59	59.55	55.41	8.43	319.10	319.50	322.10	322.56	326.44	327.10	4.34	4.60
10	9	41	30	0.73	30.99	38.00	6.31	320.00	320.30	323.05	323.25	327.10	327.60	4.60	4.80
11	10	172	24	0.78	30.99	21.63	9.87	320.80	322.14	323.25	326.00	327.60	328.67	4.80	4.53
12	11	88	24	1.48	26.13	29.78	8.32	322.64	323.94	326.44	327.44	328.67	330.52	4.03	4.58
13	12	90	24	6.68	23.64	63.32	14.18	326.18	332.19	327.63	333.04	330.52	335.94	2.34	1.75
14	13	566	24	0.63	15.98	19.43	5.09	332.19	335.75	338.06	340.47	335.94	345.76	1.75	8.01
15	14	33	18	1.09	4.31	11.88	6.18	341.44	341.80	342.07	342.43	345.76	345.30	2.82	2.00
16	14	173	18	0.41	8.20	7.29	4.64	336.25	336.96	340.53	341.43	345.76	340.76	8.01	2.30
17	16	31	18	1.00	6.87	11.38	3.89	336.96	337.27	341.53	341.65	340.76	340.78	2.30	2.01
18	9	155	24	6.45	26.07	62.24	8.55	320.50	330.50	322.60	332.29	327.10	334.57	4.60	2.07
19	18	32	18	0.63	1.64	8.99	0.93	331.00	331.20	333.48	333.48	334.57	334.43	2.07	1.73
20	18	220	18	5.00	16.29	25.44	12.68	331.00	342.00	332.29	342.87	334.57	346.19	2.07	2.69
21	20	32	18	0.94	10.33	11.01	5.85	342.00	342.30	345.97	346.23	346.19	345.80	2.69	2.00

STORM SEWER SYSTEM (25 YEAR)

LineNo.	DS Line	Length	Size	Slope	Flowrate	Capacity Full	Veloc	Inv ElevDn	Inv ElevUp	HGLDn	HGLUp	Grnd/Rim Dn	Grnd/Rim Up	Cover Down	Cover Up
		(ft)	(in)	(%)	(cfs)	(cfs)	(ft/s)	(ft)	(ft)	(ft)	(ft)	(ft)	(ft)	(ft)	(ft)
1	Outfall	76	24	3.94	24.38	48.65	8.07	309.50	312.50	311.50	314.24	311.00	321.82	-0.50	7.32
2	1	50	24	1.39	24.38	28.93	10.32	318.55	319.24	319.96	320.65	321.82	323.18	1.27	1.94
3	2	24	24	0.60	15.78	18.91	5.02	319.24	319.38	321.91	322.01	323.18	323.51	1.94	2.13
4	3	116	18	5.07	15.78	25.61	9.02	319.88	325.76	322.01	327.18	323.51	329.35	2.13	2.09
5	4	33	18	0.39	5.21	7.14	2.95	325.79	325.92	328.34	328.41	329.35	329.88	2.06	2.46
6	4	157	18	5.74	6.51	27.25	4.49	325.76	334.74	328.26	335.73	329.35	338.48	2.09	2.24
7	Outfall	56	36	0.36	52.54	43.18	7.43	314.00	314.20	317.00	317.30	316.00	319.48	-1.00	2.28
8	7	155	36	2.12	52.54	105.26	8.13	314.20	317.49	317.30	319.84	319.48	326.44	2.28	5.95
9	8	68	36	0.59	49.09	55.41	8.85	319.10	319.50	321.30	321.70	326.44	327.10	4.34	4.60
10	9	41	30	0.73	25.55	38.00	6.81	320.00	320.30	322.37	321.80	327.10	327.60	4.60	4.80
11	10	172	24	0.78	25.55	21.63	8.13	320.80	322.14	322.80	324.67	327.60	328.67	4.80	4.53
12	11	88	24	1.48	21.54	29.78	7.29	322.64	323.94	324.97	325.60	328.67	330.52	4.03	4.58
13	12	90	24	6.68	19.48	63.32	17.74	326.18	332.19	326.94	332.95	330.52	335.94	2.34	1.75
14	13	566	24	0.63	13.17	19.43	4.19	332.19	335.75	337.52	339.16	335.94	345.76	1.75	8.01
15	14	33	18	1.09	3.56	11.88	5.87	341.44	341.80	342.00	342.36	345.76	345.30	2.82	2.00
16	14	173	18	0.41	6.76	7.29	3.83	336.25	336.96	339.21	339.82	345.76	340.76	8.01	2.30
17	16	31	18	1.00	5.66	11.38	3.20	336.96	337.27	339.89	339.96	340.76	340.78	2.30	2.01
18	9	155	24	6.45	21.49	62.24	12.79	320.50	330.50	322.19	331.31	327.10	334.57	4.60	2.07
19	18	32	18	0.63	1.35	8.99	0.77	331.00	331.20	336.33	336.34	334.57	334.43	2.07	1.73
20	18	220	18	5.00	13.42	25.44	7.78	331.00	342.00	335.44	343.36	334.57	346.19	2.07	2.69
21	20	32	18	0.94	8.52	11.01	4.82	342.00	342.30	343.99	344.17	346.19	345.80	2.69	2.00

INLET AND GUTTER CALCULATIONS (10 YEAR)

Inlet Description	Inlet Location	Drainage Area	Flow Rate (cfs)	Flow Rate in Gutter (cfs)	Max spread in gutter (ft)	Driving Lane before inlet(ft)	Depth In Gutter (ft)	Lx (ft)	Length Used/ Li (ft)	E	Eo
C 17	Sta 0+00 to 6+70	S 1	8.78	8.78	10.10	29.90	0.29	25.84	10.00	0.59	0.80
Saeger Gutter	Sta 6+70 to 9+40	S 2	1.46	1.46	5.75	34.25	0.21				
Saeger Gutter	Sta 9+40 to end	S 3	3.64	3.64	7.00	33.00	0.23				
CI 1	On Grade	WV 1	3.04	3.04	7.25	17.15	0.21	16.61	15.00	0.98	0.67
CI 2	On Grade	WV 2	2.44	2.44	6.60		0.19	15.15	15.00	1.00	0.67
CI 3	On Grade	WV 3	4.84	4.84	10.50	15.15	0.27	15.23	10.00	0.85	0.67
CI 4	On Grade	WV 4	0.94	0.94	5.35		0.17	7.66	7.60	1.00	0.67
CI 5	On Grade	WV 5	5.36	5.36	5.90	16.65	0.18	23.50	15.00	0.84	0.67
CI 6	On Grade	WV 6	1.76	1.76	8.45		0.23	17.02	15.00	0.98	0.50
CI 7	On Grade	WV 7	2.48	2.52	8.65	22.35	0.23	19.41	15.00	0.93	0.50
Flume	End of Wilkins Valley CDS	WV 8 + WV 9	6.17	6.34			0.50		9.00		
CI 8	On Grade	HG 1 + S 2	5.83	7.28	11.50	10.25	0.29	20.16	15.00	0.91	0.67
CI 9	On Grade	HG 2	4.20	4.20	9.25		0.25	15.99	15.00	0.99	0.67
CI 10	On Grade	HG 3	1.16	1.78	5.45	16.65	0.17	14.34	10.00	0.88	0.50
CI 11	On Grade	HG 4	5.74	5.77	8.90		0.24	27.16	15.00	0.76	0.50
HG Gutter	Sta 6+70 to 8+50	HG 5	1.37	1.58	7.35	13.95	0.23				
HG Gutter	Sta 6+70 to 8+50	HG 6	1.76	3.11	9.70		0.25				
HG Gutter	Sta 8+50 to 11+30	HG 7	1.59	1.59	5.00	17.30	0.16				
HG Gutter	Sta 8+50 to 11+30	HG 8	3.43	3.43	8.70		0.23				
CI 12	Sag	HG 5 + HG 7	3.16	3.16			0.40		5.00		
CI 13	Sag	HG 6 + HG 8	7.40	7.40			0.40		15.00		
Dwyer Gutter	Sta 0+00 to 3+60	DW 1	2.70	2.70	5.20	17.10	0.16				
CI 14	On Grade	DW 2	5.57	5.57	8.70		0.23	27.78	15.00	0.75	0.50
CI 15	On Grade	DW 3	1.76	4.46	6.00	16.85	0.18	25.04	15.00	0.81	0.50
CI 16	On Grade	DW 4	3.47	4.85	8.15		0.22	25.94	10.00	0.58	0.50
CI 17	Sag	DW 5	7.35	10.23			0.42		10		

PROPOSED STORM SEWER DRAINAGE AREA SUMMARY

Drainage Area	Area (ac)	Weighted "C"	Tc (min)	2-YR (CFS)	10-YR (CFS)	25-YR (CFS)	100-YR (CFS)
S 1	2.05	0.60	10.00	6.31	8.78	10.27	12.46
S 2	0.34	0.60	10.00	1.05	1.46	1.70	2.07
S 3	0.85	0.60	10.00	2.62	3.64	4.26	5.17
WV 1	0.71	0.60	10.00	2.19	3.04	3.56	4.32
WV 2	0.57	0.60	10.00	1.75	2.44	2.86	3.46
WV 3	1.13	0.60	10.00	3.48	4.84	5.66	6.87
WV 4	0.22	0.60	10.00	0.68	0.94	1.10	1.34
WV 5	1.25	0.60	10.00	3.85	5.36	6.26	7.60
WV 6	0.41	0.60	10.00	1.26	1.76	2.05	2.49
WV 7	0.58	0.60	10.00	1.79	2.48	2.91	3.53
WV 8	0.58	0.60	10.00	1.79	2.48	2.91	3.53
WV 9	0.86	0.60	10.00	2.65	3.68	4.31	5.23
HG 1	1.36	0.60	10.00	4.19	5.83	6.81	8.27
HG 2	0.98	0.60	10.00	3.02	4.20	4.91	5.96
HG 3	0.27	0.60	10.00	0.83	1.16	1.35	1.64
HG 4	1.34	0.60	10.00	4.12	5.74	6.71	8.14
HG 5	0.32	0.60	10.00	0.98	1.37	1.60	1.94
HG 6	0.41	0.60	10.00	1.26	1.76	2.05	2.49
HG 7	0.37	0.60	10.00	1.14	1.59	1.85	2.25
HG 8	0.80	0.60	10.00	2.46	3.43	4.01	4.86
DW 1	0.63	0.60	10.00	1.94	2.70	3.16	3.83
DW 2	1.30	0.60	10.00	4.00	5.57	6.51	7.90
DW 3	0.41	0.60	10.00	1.26	1.76	2.05	2.49
DW 4	0.81	0.60	10.00	2.49	3.47	4.06	4.92
DW 5	2.06	0.50	10.00	5.28	7.35	8.60	10.43

BEAMON ENGINEERING
16172 BENCH LANE
BRYAN, TEXAS 77807
PH. (979) 571-2407
TBPE FIRM NO. F-21588

STATE OF TEXAS — DANIEL P. BEAMON — 105876 — LICENSED PROFESSIONAL ENGINEER
AUGUST 07, 2024

WILKINS VALLEY SUBDIVISION
NORTH SAEGER STREET AND WEST JEFFERSON
BRENHAM, WASHINGTON COUNTY, TEXAS

SUBMITTALS

NO.	DESCRIPTION	BY	DATE

STORM SEWER DRAINAGE PLAN

DRAWN BY: DPB	JOB NO.: 2024-CC1
CHECKED BY: DPB	SCALE: 1" = 80'
DATE: AUGUST 07, 2024	
SHEET NO.: C-3.2	

EXHIBIT "C"

CONTRACTOR'S ESTIMATE
Saeger Street Construction - Overall Totals
Brenham, Texas

Item	Description	Contractor's Quantity	City of Brenham Quantity	Measure	Unit Cost	Contractor's Cost	City of Brenham Contribution (10')
	GENERAL CONSTRUCTION						
1	Mobilization	1	1	LS	$ 30,000.00	$ 30,000.00	$ 7,200.00
2	Construction Staking	1	1	LS	$ 25,000.00	$ 25,000.00	$ 6,012.00
3	Traffic Control	1	0	LS	$ 2,500.00	$ 2,500.00	$ -
4	Temporary Erosion Control	1	0	LS	$ 5,000.00	$ 5,000.00	$ -
5	Onsite Cut and Fill	8500	2075	CY	$ 11.25	$ 95,625.00	$ 23,343.75
6	Strip Site	8861	2164	SY	$ 2.00	$ 17,722.00	$ 4,328.00
7	Demo	1	1	LS	$ 5,500.00	$ 5,500.00	$ 1,320.00
8	Signage, Striping and Lighting	1	1	LS	$ 15,000.00	$ 15,000.00	$ 1,000.00
9	Backfill Curbs Final Grade	302	76	SY	$ 50.00	$ 15,100.00	$ 3,800.00
10	Seeding	1	0	LS	$ 1,500.00	$ 1,500.00	$ -
11	Design	1	1	LS	$ 50,000.00	$ 50,000.00	$ 27,500.00
	General Construction Subtotal					**$ 262,947.00**	**$ 74,503.75**
	STORM SEWER CONSTRUCTION (All items are to meet plans specifications)						
12	Furnish and install 18" diameter watertight HDPE	300	0	LF	$ 80.00	$ 24,000.00	$ -
13	Furnish and install 5'X5' concrete junction box	1	0	Each	$ 7,000.00	$ 7,000.00	$ -
14	Furnish and install 15' concrete curb inlet box	1	0	Each	$ 14,200.00	$ 14,200.00	$ -
	Storm Sewer Construction Subtotal					**$ 45,200.00**	**$ -**
	WATER CONSTRUCTION (All items are to meet plans specifications)						
15	Furnish and install 8" C900 PVC Waterline	0	0	LF	$ 64.00	$ -	$ -
16	Furnish and install 8" MJ 45 Bend	0	0	Each	$ 375.00	$ -	$ -
17	Furnish and install 8" Gate Valve & Box Assembly	0	0	Each	$ 2,250.00	$ -	$ -
18	Furnish and install Fire Hydrant Assembly	0	0	Each	$ 8,200.00	$ -	$ -
19	Connect to Existing Waterline	0	0	Each	$ 1,975.00	$ -	$ -
	Water Construction Subtotal					**$ -**	**$ -**
	ROAD CONSTRUCTION (Saeger Street, 41' Bk-Bk, 1480 L.F.)						
20	8" depth of stabilized subgrade preparation (excludes Lime Material)	7,411	1,629	SY	$ 4.25	$ 31,496.75	$ 6,923.25
21	Furnish and Install Lime Material (excludes preparation and assumes 40 lbs/SY)	149	33	Tons	$ 519.00	$ 77,331.00	$ 17,127.00
22	Furnish and Install 6" Tall Monolithic Curb	2,720	0	LF	$ 19.00	$ 51,680.00	$ -
23	Furnish and install 7" Thick, 4,000 PSI Reinforced & Jointed Concrete Pavement	60,744	14,655	SF	$ 12.73	$ 773,271.12	$ 186,558.15
24	Furnish and install 4" Thick Concrete Sidewalk	6,663	0	SF	$ 8.00	$ 53,304.00	$ -
	Pavement Construction Subtotal					**$ 987,082.87**	**$ 210,608.40**
	Total					**$ 1,295,229.87**	**$ 285,112.15**

CONTRACTOR'S ESTIMATE
Saeger Street Construction - Phase 1
Brenham, Texas

Item	Description	Contractor's Quantity	City of Brenham Quantity	Measure	Unit Cost	Contractor's Cost	City of Brenham Contribution (10')
	GENERAL CONSTRUCTION						
1	Mobilization	1	1	LS	$ 10,000.00	$ 10,000.00	$ 2,400.00
2	Construction Staking	1	1	LS	$ 8,350.00	$ 8,350.00	$ 2,004.00
3	Traffic Control	1	0	LS	$ 2,500.00	$ 2,500.00	$ -
4	Temporary Erosion Control	1	0	LS	$ 5,000.00	$ 5,000.00	$ -
5	Onsite Cut and Fill	2450	598	CY	$ 11.25	$ 27,562.50	$ 6,727.50
6	Strip Site	1787	437	SY	$ 2.00	$ 3,574.00	$ 874.00
7	Demo	1	1	LS	$ 5,500.00	$ 5,500.00	$ 1,320.00
8	Signage, Striping and Lighting	1	1	LS	$ 5,000.00	$ 5,000.00	$ 1,000.00
9	Backfill Curbs Final Grade	58	15	SY	$ 50.00	$ 2,900.00	$ 750.00
10	Seeding	1	0	LS	$ 500.00	$ 500.00	$ -
11	Design	1	1	LS	$ 14,412.00	$ 14,412.00	$ 8,111.00
	General Construction Subtotal					**$ 85,298.50**	**$ 23,186.50**
	STORM SEWER CONSTRUCTION (All items are to meet plans specifications)						
12	Furnish and install 18" diameter watertight HDPE	300	0	LF	$ 80.00	$ 24,000.00	$ -
13	Furnish and install 5'X5' concrete junction box	1	0	Each	$ 7,000.00	$ 7,000.00	$ -
14	Furnish and install 15' concrete curb inlet box	1	0	Each	$ 14,200.00	$ 14,200.00	$ -
	Storm Sewer Construction Subtotal					**$ 45,200.00**	**$ -**
	WATER CONSTRUCTION (All items are to meet plans specifications)						
15	Furnish and install 8" C900 PVC Waterline	342	0	LF	$ 64.00	$ 21,888.00	$ -
16	Furnish and install 8" MJ 45 Bend	2	0	Each	$ 375.00	$ 750.00	$ -
17	Furnish and install 8" Gate Valve & Box Assembly	0	0	Each	$ 2,250.00	$ -	$ -
18	Furnish and install Fire Hydrant Assembly	1	0	Each	$ 8,200.00	$ 8,200.00	$ -
19	Connect to Existing Waterline	1	0	Each	$ 1,975.00	$ 1,975.00	$ -
	Water Construction Subtotal					**$ 32,813.00**	**$ -**
	ROAD CONSTRUCTION (Saeger Street, 41' Bk-Bk, 1480 L.F.)						
20	8" depth of stabilized subgrade preparation (excludes Lime Material)	1,531	324	SY	$ 4.25	$ 6,506.75	$ 1,377.00
21	Furnish and Install Lime Material (excludes preparation and assumes 40 lbs/SY)	31	7	Tons	$ 519.00	$ 16,089.00	$ 3,633.00
22	Furnish and Install 6" Tall Monolithic Curb	525	0	LF	$ 19.00	$ 9,975.00	$ -
23	Furnish and install 7" Thick, 4,000 PSI Reinforced & Jointed Concrete Pavement	12,532	2,915	SF	$ 12.73	$ 159,532.36	$ 37,107.95
24	Furnish and install 4" Thick Concrete Sidewalk	1,173	0	SF	$ 8.00	$ 9,384.00	$ -
	Pavement Construction Subtotal					**$ 201,487.11**	**$ 42,117.95**
	Total					**$ 364,798.61**	**$ 65,304.45**

CONTRACTOR'S ESTIMATE
Saeger Street Construction - Phase 2
Brenham, Texas

Item	Description	Contractor's Quantity	City of Brenham Quantity	Measure	Unit Cost	Contractor's Cost	City of Brenham Contribution (10')
	GENERAL CONSTRUCTION						
1	Mobilization	1	1	LS	$ 10,000.00	$ 10,000.00	$ 2,400.00
2	Construction Staking	1	1	LS	$ 8,325.00	$ 8,325.00	$ 2,004.00
3	Traffic Control	1	0	LS	$ -	$ -	$ -
4	Temporary Erosion Control	1	0	LS	$ -	$ -	$ -
5	Onsite Cut and Fill	2550	623	CY	$ 11.25	$ 28,687.50	$ 7,008.75
6	Strip Site	2131	520	SY	$ 2.00	$ 4,262.00	$ 1,040.00
7	Demo	1	0	LS	$ -	$ -	$ -
8	Signage, Striping and Lighting	1	0	LS	$ -	$ -	$ -
9	Backfill Curbs Final Grade	74	19	SY	$ 50.00	$ 3,700.00	$ 950.00
10	Seeding	1	0	LS	$ 500.00	$ 500.00	$ -
11	Design	1	1	LS	$ 15,000.00	$ 15,000.00	$ 8,387.00
	General Construction Subtotal					**$ 70,474.50**	**$ 21,789.75**
	ROAD CONSTRUCTION (Saeger Street, 41' Bk-Bk, 1480 L.F.)						
12	8" depth of stabilized subgrade preparation (excludes Lime Material)	1,863	415	SY	$ 4.25	$ 7,917.75	$ 1,763.75
13	Furnish and Install Lime Material (excludes preparation and assumes 40 lbs/SY)	37	8	Tons	$ 519.00	$ 19,203.00	$ 4,152.00
14	Furnish and Install 6" Tall Monolithic Curb	667	0	LF	$ 19.00	$ 12,673.00	$ -
15	Furnish and install 7" Thick, 4,000 PSI Reinforced & Jointed Concrete Pavement	15,273	3,730	SF	$ 12.73	$ 194,425.29	$ 47,482.90
16	Furnish and install 4" Thick Concrete Sidewalk	1,686	0	SF	$ 8.00	$ 13,488.00	$ -
	Pavement Construction Subtotal					**$ 247,707.04**	**$ 53,398.65**
	Total					**$ 318,181.54**	**$ 75,188.40**

CONTRACTOR'S ESTIMATE
Saeger Street Construction - Phase 3
Brenham, Texas

Item	Description	Contractor's Quantity	City of Brenham Quantity	Measure	Unit Cost	Contractor's Cost	City of Brenham Contribution (10')
	GENERAL CONSTRUCTION						
1	Mobilization	1	1	LS	$ 10,000.00	$ 10,000.00	$ 2,400.00
2	Construction Staking	1	1	LS	$ 8,325.00	$ 8,325.00	$ 2,004.00
3	Traffic Control	1	0	LS	$ -	$ -	$ -
4	Temporary Erosion Control	1	0	LS	$ -	$ -	$ -
5	Onsite Cut and Fill	3500	854	CY	$ 11.25	$ 39,375.00	$ 9,607.50
6	Strip Site	4943	1207	SY	$ 2.00	$ 9,886.00	$ 2,414.00
7	Demo	1	0	LS	$ -	$ -	$ -
8	Signage, Striping and Lighting	1	0	LS	$ 10,000.00	$ 10,000.00	$ -
9	Backfill Curbs Final Grade	170	42	SY	$ 50.00	$ 8,500.00	$ 2,100.00
10	Seeding	1	0	LS	$ 500.00	$ 500.00	$ -
11	Design	1	1	LS	$ 20,588.00	$ 20,588.00	$ 11,002.00
	General Construction Subtotal					**$ 107,174.00**	**$ 29,527.50**
	ROAD CONSTRUCTION (Saeger Street, 41' Bk-Bk, 1480 L.F.)						
12	8" depth of stabilized subgrade preparation (excludes Lime Material)	4,017	890	SY	$ 4.25	$ 17,072.25	$ 3,782.50
13	Furnish and Install Lime Material (excludes preparation and assumes 40 lbs/SY)	81	18	Tons	$ 519.00	$ 42,039.00	$ 9,342.00
14	Furnish and Install 6" Tall Monolithic Curb	1,528	0	LF	$ 19.00	$ 29,032.00	$ -
15	Furnish and install 7" Thick, 4,000 PSI Reinforced & Jointed Concrete Pavement	32,939	8,010	SF	$ 12.73	$ 419,313.47	$ 101,967.30
16	Furnish and install 4" Thick Concrete Sidewalk	3,804	0	SF	$ 8.00	$ 30,432.00	$ -
	Pavement Construction Subtotal					**$ 537,888.72**	**$ 115,091.80**
	Total					**$ 645,062.72**	**$ 144,619.30**

City Council Regular Meeting

AGENDA ITEM 13

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

Meeting Date: January 23, 2025

Department: Administration

Staff Contact: Carolyn Miller, City Manager

SUMMARY STATEMENT:

To be discussed in Executive Session.

ATTACHMENTS:

None

RECOMMENDATION:

No action - Executive Session discussion only.

City Council Regular Meeting

AGENDA ITEM 14

Agenda Item: **Section 551.071, Texas Government Code - Consultation with Attorney - Consultation with City Attorney Regarding Settlement Demand Received by City of Brenham, and Associated Matters**

Meeting Date: January 23, 2025

Department: Administration

Staff Contact:

SUMMARY STATEMENT:

To be discussed in Executive Session.

ATTACHMENTS:

None

RECOMMENDATION:

No action - Executive Session discussion only.

City Council Regular Meeting

AGENDA ITEM 15

Agenda Item: **Section 551.071 and Section 551.072, Texas Government Code – Consultation with Attorney and Deliberation Regarding Real Property – Discussion and Deliberation, and Consultation with City Attorney, Regarding Legal Matters and Possible Acquisition of Real Property Related to the Texas Department of Transportation U.S. Highway 290/State Highway 36 Interchange Project, and Associated Matters**

Meeting Date: January 23, 2025

Department: Administration

Staff Contact: Carolyn Miller, City Manager

SUMMARY STATEMENT:

To be discussed in Executive Session.

ATTACHMENTS:

None

RECOMMENDATION:

No action - Executive Session discussion only.