



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, MARCH 20, 2025 AT 1:00 PM
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN STREET
BRENHAM, TEXAS**

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags - Councilmember Adonna Saunders**
- 3. Citizen Comments**

CONSENT AGENDA

4. 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.

- 4.a. Approve the Minutes from the March 6, 2025, Regular City Council Meeting**
- 4.b. Approve the Purchase of a Three-Year Software Renewal Between the City of Brenham and Fifth Asset Inc. d/b/a DebtBook for Lease and Debt Accounting Software Application and Support Services in the Amount of \$21,000.00 and Authorize the Mayor to Execute Any Necessary Documentation**
- 4.c. Approve the Purchase of a Street Sweeper for the City of Brenham Street Department from TYMCO, Inc. in the Amount of \$369,340.00 Through Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program and Authorize the Mayor to Execute Any Necessary Documentation**
- 4.d. Approve a Customer Services Contract Between the City of Brenham and the Lower Colorado River Authority (LCRA), in the Amount of**

\$148,659.84, for Tree Trimming Services to be Provided by McCoy Tree Surgery, Inc. and Authorize the Mayor to Execute Any Necessary Documentation

- 4.e. Approve a Temporary Resale Amendment to the System Water Availability Agreement Between City of Brenham and Brazos River Authority for the Temporary Resale of Water and Authorize the Mayor to Execute Any Necessary Documentation**
- 4.f. Approve a Water Supply Resale Agreement Between the City of Brenham and The Dow Chemical Company Related to the Temporary Resale of Water and Authorize the Mayor to Execute Any Necessary Documentation**

REGULAR SESSION

- 5. Discuss and Possibly Act Upon the Acceptance of the Audit from Seidel Schroeder for Fiscal Year 2024**
- 6. Discuss and Possibly Act Upon Resolution No. R-25-010 Supporting the Washington County Expo and Fairgrounds in Brenham, Texas, In Its Efforts to Pass a Project Financing Zone in the State of Texas Legislature**
- 7. Discuss and Possibly Act Upon Award of Bid Related to the Jackson Street Park Improvements Phase I, Project No. 34427 and Authorize the Mayor to Execute Any Necessary Documentation**
- 8. Discuss and Possibly Act Upon a Property Lease Agreement Between the City of Brenham and Woodson Lumber Co. for the Lease of Real Property Being Located at 307 S. Market Street, Brenham, Texas and Authorize the Mayor to Execute Any Necessary Documentation**
- 9. Discuss and Possibly Act Upon A Professional Services Agreement Between the City of Brenham and Terracon Consultants, Inc. Related to Construction Materials Engineering and Testing Services for the Brenham Fire Department No. 2 and Authorize the Mayor to Execute Any Necessary Documentation**
- 10. Discuss and Possibly Act Upon a Project Proposal from Lower Colorado River Authority (LCRA) for a Five-Year Electric Engineering System Study with Electrical System Visual Inspection and Authorize the Mayor to Execute Any Necessary Documentation**
- 11. Discuss and Possibly Act Upon RFQ No. 25-006 Related to Engineering and Design Services for the Extension of Aviation Way at the City of Brenham Municipal Airport 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 City of Brenham's Police Department Operations, Personnel, and Associated Matters

ADJOURN

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

CERTIFICATION

I certify that a copy of the agenda of items to be considered by the City of Brenham City Council was posted to the City Hall bulletin board at 200 W. Vulcan St., Brenham, TX on Monday, March 17, 2025 at 12:45 p.m.

Robin Hutchens

Deputy City Secretary

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

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the _____ day of _____, 2025 at _____ a.m./p.m.

Signature

Title

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on Thursday, March 6, 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, Director of Water/Wastewater Bobby Keene, Chief Financial Officer Julie Flagg, Director of HR and Risk Management Susan Nienstedt, Fire Chief Mark Donovan, Assistant Fire Chief David Cella, Assistant Police Chief Curtiss Schoen, Development Services Director Stephanie Doland, Economic & Community Development Director Teresa Rosales, Robin Hutchens, Kyle Branham, Shawn Bolenbarr, Richard O'Malley, Leigh Linden and Christine Simich.

Citizens/Others Present:

Sharon Brass, Sam Sommer, Barry Brass, Renee Mueller, and Ingrid Cuero.

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 - Mayor Pro Tem Clint Kolby**
- 3. Proclamations**

- ◆ Sharon Brass Appreciation Day
 - ◆ Theatre In Our Schools Month
4. **Special Presentation by City of Brenham Community Services Grant Recipient - Faith Mission and Help Center, Inc.**
 5. **Citizen Comments**

Lieutenant Steven Eilert introduced Brenham Police Department's newest officer, Ronnie Jackson.

Ingrid Cuero from Turning Point USA addressed the Council wanting to shed light on their program, TPUSA High School, for youth in the area.

CONSENT AGENDA

6. Statutory Consent Agenda

- 6.a. **Approve the Minutes from the February 20, 2025, Regular City Council Meeting**
- 6.b. **Approve an Amendment to the Lease Agreement Between the City of Brenham and Ricoh USA, Inc. for Leased Office Automation Equipment at the Brenham Police Department and Authorize the Mayor to Execute Any Necessary Documentation**
- 6.c. **Approve a Multi-Year Lease Agreement Between the City of Brenham and Ricoh, USA, Inc. Related to Leased Office Automation Equipment for Various City Departments and Authorize the Mayor to Execute Any Necessary Documentation**
- 6.d. **Approve Ordinance No. O-25-002 on Its Second Reading for the Creation of Reinvestment Zone Number 53 Requested by Del Sol Food Company, Inc. for Commercial Tax Phase-In Incentive on a Certain 29.153 Acre Tract or Parcel of Land Being Comprised of Lot 1A of the Brenham Business Center, Phase 1 in Brenham, Washington County and Being Located at 3015/3151 S. Blue Bell Road, Brenham, Texas with Boundaries Further Described in Exhibit "A" of the Ordinance Creating Reinvestment Zone Number 53, and Designating This Property as Qualifying for Tax Phase-In**

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

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

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

No: None

Absent: None

REGULAR SESSION

7. Discuss and Possibly Act Upon Approval of Ordinance No. O-25-003 of the City of Brenham, Texas, Awarding the Sale and Authorizing the Issuance of City of Brenham, Texas, Combination Tax Revenue Certificates of Obligation, Series 2025, Levying a Tax in Payment Thereof; Authorizing the Execution and Delivery of a Paying/Agent Registrar Agreement; Approving the Official Statement; and Enacting Other Provisions Relating Thereto

Chief Financial Officer Julie Flagg presented this item. Flagg advised that on January 7, 2025, City Council approved Resolution No. R-25-002, giving notice of intention to issue Certificates of Obligation. Flagg advised that the notice was published for two (2) consecutive weeks in the local newspaper and has been posted continuously on the City's website for at least forty-five (45) days before the passage of the ordinance authorizing the issuance of the Certificates.

Flagg stated that the proceeds from the sale of these Certificates of Obligation, in the amount not to exceed \$29,860,000.00 will be used for the following purposes: (1) construction, acquisition and improvement of the City's waterworks system and facilities, including in each case the acquisition of land and rights-of-way in connection therewith; (2) construction, acquisition and improvement of the City's sanitary sewer system and facilities, including in each case the acquisition of land and rights-of way in connection therewith; (3) improvement to existing City public safety buildings and facilities, and City administration buildings and facilities; (4) acquisition of vehicles, heavy equipment and equipment for City police, fire, street improvement and maintenance, parks and recreation, building and development, maintenance and administrative purposes; and (5) professional services incurred in connection with items (1) through (4), and to pay the costs incurred in connection with the issuance of the Certificates.

Flagg introduced the City's financial advisor, Jennifer Ritter, of Specialized Public Finance, who advised that seven (7) bids were received with BOK Financial Securities, Inc. coming in the lowest with an interest rate of 3.782227%.

A motion was made by Councilmember Saunders and seconded by Councilmember Wright to approve Ordinance No. O-25-003 of the City of Brenham, Texas, awarding the sale and authorizing the issuance of City of Brenham, Texas, Combination Tax Revenue Certificates of Obligation, Series 2025, levying a tax in payment thereof; authorizing the execution and delivery of a Paying/Agent Registrar Agreement; approving the official statement; and enacting other provisions relating thereto.

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

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

No: None

Absent: None

8. Discuss and Possibly Act Upon Resolution No. R-25-009 Adopting a Commercial Tax Phase-In Agreement Between the City of Brenham and Del Sol Food Company, Inc.

Economic and Community Development Teresa Rosales presented this item. Rosales explained that Del Sol Food Company, Inc. is located in the Brenham Business Center and manufactures BRIANNAS signature salad dressings, recently adding, coffee, croutons and marinades. Rosales explained that there are over 80 associates employed full-time at Del Sol Food and with the new addition adding potentially 20 more. Rosales explained that Del Sol's total capital investment is estimated at \$14,000,000.00, this would build out their new building to house a bakery division to increase the amount of capacity for their non-salad dressing product lines and purchase equipment to facilitate enhanced automation.

A motion was made by Councilmember Canales and seconded by Councilmember Saunders to approve Resolution No. R-25-009 adopting a Commercial Tax Phase-In Agreement between the City of Brenham and Del Sol Food Company, Inc.

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. Administrative/Elected Officials Report

City Manager Carolyn Miller reported on the following:

- March 20th - Regular City Council Meeting

WORK SESSION

10. Presentation and Discussion on First Quarter FY2024-25 Financial Reports

Chief Financial Officer Julie Flagg presented this item. Flagg stated the financial performance of year fund for the first quarter financial report ending December 31, 2024 is as follows:

- The General Fund posted net revenue of \$4,783,697.00 compared to the budgeted net revenue of \$3,936,460.00. In comparison, FY 2023-24 net revenue was \$3,918,285.00.
- The Electric Distribution Fund posted net revenues of \$542,982.00 which was \$540,983.00 greater than the budgeted net revenues of \$1,999.00.
- The Gas Distribution Fund posted actual net revenues of \$62,877.00, which was favorable to the budget net revenues of \$22,445.00 by \$40,432.00.
- The Water Fund posted net revenues of \$945,911.00 which was slightly lower than budgeted net revenues of \$950,860.00.
- The Wastewater Fund posted net revenue is \$305,052, which was \$9,517.00 greater than the budgeted net revenues of \$295,535.00.
- The Sanitation Fund posted net revenues of \$230,986.00, which was favorable compared to the budgeted net revenues of \$227,722.00. The billing for operating expenditures is on a one (1) month lag, which results in net revenue for the first quarter. This is a timing difference that will be offset in the fourth quarter.
- The Drainage Fund posted actual net revenues of \$65,933.00, which was slightly lower than budgeted net revenues of \$73,394.00. The Old Independence Road drainage improvements drove expenditures higher year-over-year.

11. Presentation and Discussion on Future Amendments to Appendix A - Zoning of the Code of Ordinances of the City of Brenham Related to Vape and Smoke Shops

Director of Development Services Stephanie Doland presented this item. Doland stated that the Development Services Department is researching amendments to the

Code of Ordinances, Appendix A – Zoning, to regulate the use of vape and smoke shops in the City of Brenham due to the recent influx of such businesses. Doland stated that due to concerns of the growing number of vape and smoke shop businesses that have formed over the last few years, many Texas communities have adopted ordinances restricting vape shops and similar tobacco businesses based on the concerns for the health, safety and welfare of their residents. Doland advised that the current 89th Texas Legislature Session has seen many bills introduced that could potentially enact minimum distances of vape and smoke shops from uses such as public schools, churches, and residential neighborhoods.

Doland advised that in researching municipal vape shop regulations, city staff compared seven cities throughout Texas and found the regulations are comparable to one another as each municipality amended their zoning or unified develop codes to define vape shop use, with some also defining and restricting “smoke shops” and “lounges”.

Doland stated that staff recommends that smoke shop and vape shop uses should be listed as a permitted use in the B-2, Research, and Technology Districts, and Industrial Districts. Doland explained that smoke shop and vape shop uses would not be allowed in the B-1, B-3 and B-4 Districts. Existing smoke and vape shops in the B-1, B-3, or B-4 Districts would become legally nonconforming. Doland stated that staff also recommends:

- Defining smoke shops and vape shops to more accurately describe the difference between the two uses and outline the following distance requirements:
 - 1000 feet from public and private schools, public parks, religious facilities, public and private hospitals, and from other vape/smoke shops in current operation.
 - 300 feet from single-family residential uses.

Mayor and Councilmembers agreed with the recommendations presented by Doland and advised her to move forward with an amendment to the Code of Ordinances.

Council adjourned into Executive Session at 2:12 p.m.

EXECUTIVE SESSION

12. Section 551.071, Texas Government Code - Consultation with Attorney:

- a. Consultation with City Attorney Concerning City of Brenham's Police Department Operations, Personnel, and Associated Matters**
- b. Consultation with City Attorney Regarding Demand Letter Received by the City of Brenham, and Associated Matters**
- c. Consultation with City Attorney Regarding Randall Patterson v. City of**

**Brenham, Texas; Cause No. 38495; 335th Judicial District Court,
Washington County, Texas**

Executive Session adjourned at 3:14 p.m.

ADJOURN

Atwood C. Kenjura
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary



City Council Regular Meeting **AGENDA ITEM 4.b**

Agenda Item: **Approve the Purchase of a Three-Year Software Renewal Between the City of Brenham and Fifth Asset Inc. d/b/a DebtBook for Lease and Debt Accounting Software Application and Support Services in the Amount of \$21,000.00 and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Date: March 20, 2025

Department: Finance

Staff Contact: Julie Flagg, Chief Financial Officer

SUMMARY STATEMENT:

DebtBook is the software-as-a-service application that Finance uses for Lease (GASB 87) and Subscription-Based Information Technology Arrangements (GASB 96) tracking and accounting. In FY24, the City paid an annual fee of \$9,750 for the bundled version of this software. DebtBook now offers their modules individually and has quoted a discounted price of \$7,000 per year for a three-year renewal of the modules the City uses. This is a savings of \$2,750 per year versus the FY24 fee and a savings of \$500 per year versus a one-year renewal. The three-year renewal also guarantees the rate for all three years, whereas doing a one-year renewal subjects the City to possible rate increases in future years. The attached renewal amendment and order form has been reviewed by Karen Stack, Legal and Legislative Services Manager.

ATTACHMENTS:

1. DebtBook Renewal

RECOMMENDATION:

Approve the purchase of a three-year software renewal between the City of Brenham and Fifth Asset Inc. d/b/a DebtBook for Lease and Debt Accounting Software Application and Support Services in the amount of \$21,000.00 and authorize the Mayor to execute any necessary documentation.

RENEWAL AMENDMENT & ORDER FORM

This Renewal Amendment & Order Form (“**Renewal Amendment**”) to the existing Agreement, as defined below, is entered into between Fifth Asset, Inc. d/b/a DebtBook (“**DebtBook**”) and the Customer identified in the signature block below (“**Customer**”)(together, the “**Parties**”), is effective as of the date of Customer’s signature below and amends the Agreement as set forth below.

RECITALS

WHEREAS, the Parties have previously executed the Agreement dated April 20, 2022 (together, the “**Agreement**”), as amended, which established the rights and obligations of each party with respect to the Services.

WHEREAS, the Parties now wish to amend the Agreement to renew the Agreement and the Services for an additional three years.

NOW, THEREFORE, in consideration of the mutual covenants and promises set herein and the continuing rights and obligations of the parties as set forth in the Agreement and the Renewal Amendment, the parties agree as follows:

SERVICES & FEES

Item & Description		Year 1	Year 2	Year 3
Lease & SBITA Management Complete	List Price	\$7,500.00	\$7,500.00	\$7,500.00
Annual recurring fee for DebtBook's Lease and SBITA management software-as-a-service application provided to Customer through access to the Application Services	Discount	(\$500.00)	(\$500.00)	(\$500.00)
	Subtotal	\$7,000.00	\$7,000.00	\$7,000.00

Annual Summary		Year 1	Year 2	Year 3
Recurring Subscription Fees		\$7,000.00	\$7,000.00	\$7,000.00
Annual Total		\$7,000.00	\$7,000.00	\$7,000.00
TOTAL CONTRACT VALUE				\$21,000.00

TERMS

1. The Parties have agreed to renew and extend the Agreement for an additional three years beginning April 20, 2025 (the “**Renewal Date**”) and concluding on April 19, 2028 (the “**Renewal Term**”).
2. The definition for “**Application Services**” in the Agreement is hereby amended to mean the Products and other application-based services that DebtBook offers to Customer through access to the DebtBook application. “**Products**” means, collectively, any products DebtBook may offer to Customer from time to time through the Application Services, in each case as established in any Order Form then in effect. The specific Products offered to Customer as part of the Application Services are limited to those Products expressly described in any Order Form then in effect.
3. The Fees for each year of the Renewal Term are set forth above and will be due and payable on the Renewal Date and on each anniversary thereafter, subject in each case to the payment terms in the Agreement.
4. Any reference to the “**Agreement**” will mean the Agreement as modified by this Renewal Amendment. On the first day of the Renewal Term, this Renewal Agreement will constitute an “**Order Form**” as defined in the

Agreement. Capitalized terms not defined herein will have the same meaning ascribed to them as set forth in the Agreement.

5. The express provisions of this Renewal Amendment constitute the sole amendment and modification of the Agreement by and between the Parties in connection with the Renewal Term. This Renewal Amendment may be executed in counterparts, including facsimile or other electronic counterparts.
6. Each of the undersigned represents that they are authorized to (1) execute and deliver this Renewal Amendment on behalf of their respective party and (2) bind their respective party to the terms of the Agreement, and (3) sufficient funds have been appropriated and are available to pay any Fees due under the Agreement in Customer's current fiscal year.

Fifth Asset, Inc. d/b/a DebtBook

City of Brenham, TX

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



City Council Regular Meeting **AGENDA ITEM 4.c**

Agenda Item: **Approve the Purchase of a Street Sweeper for the City of Brenham Street Department from TYMCO, Inc. in the Amount of \$369,340.00 Through Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Date: March 20, 2025

Department: Public Works

Staff Contact: Dane Rau, Director of Public Works

SUMMARY STATEMENT:

The City of Brenham Street Dept is in need of replacing a 2020 Schwarze Sweeper that has over 6,165 hours on the truck and 2,810 hours on the sweeper. This unit is used constantly and is a vital part of our fleet that helps keep Brenham clean by removing leaves, litter, grit and rocks from the gutters and street surface. Over the last year we have had numerous issues with the sweeper, and it is constantly being worked on and many times out of service. As soon as we get it up and running for a few days, it goes back into the shop. This process gets us behind, and you can definitely tell that the roadways aren't being swept. Being that these units are 9–2 months out, we want to get ahead of the lead time on a new unit and place an order now so we can receive a new unit in the Fall of 2025.

Currently, we operate a Schwarze Street Sweeper, but due to the issues we have had and a hard time getting parts and sometimes service issues, we want to go back to a Tymco unit which we also used in the 90's-2000's. The last Tymco unit was proven and lasted much longer than the Schwarze unit.

Parts can be received from Waco and Houston as the main manufacturing facility is in Waco. The truck will consist of an international chassis unit which can be serviced here in Brenham by Hermann International.

We have received the HGAC BuyBoard price sheet from Tymco Inc and the entire unit comes in at \$369,340. This unit is part of our Drainage Fund and will be expensed to that fund. Our budget team has allocated funds in the FY25-26 budget for this unit as it was in our capital improvement plan. As stated earlier, in order to get it in the Fall, we need to place the order now. We will not make payment to Tymco until the unit arrives, which will be in the FY 25-26 budget year. We did not even quote a new Schwarze unit due to the maintenance issues and experience we have had. Tymco is the leading street sweeper that many cities around the nation use and is proven.

We would respectfully ask the council to approve the purchase of the TYMCO Model 600 Regenerative Street Sweeper from TYMCO Inc in the amount of \$369,340 through HGAC Purchasing Cooperative.

ATTACHMENTS:

1. Street Sweeper Price Sheet
2. Street Sweeper Flyer

RECOMMENDATION:

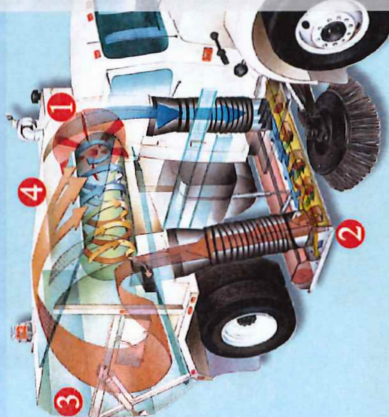
Approve the purchase of a Street Sweeper for the City of Brenham Street Department from TYMCO, Inc. in the amount of \$369,340.00 through Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program and authorize the Mayor to execute any necessary documentation.

HGACBuy		CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only		Contract No.:	SW04-20 (expires: 3/31/26)	Date Prepared:	3/6/2025
<i>This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.</i>							
Buying Agency:	City of Brenham, TX			Contractor:	TYMCO, Inc. (ISSUE P.O. TO TYMCO, Inc.- email below)		
Contact Person:				Prepared By:	Kaye Morgan		
Phone:				Phone:	254-799-5546		
Fax:				Fax:	254-799-2722		
Email:				Email:	kaye.morgan@tymco.com		
Product Code:	B53	Description:	TYMCO Model 600 Regenerative Air Sweeper				
A. Product Item Base Unit Price Per Contractor's H-GAC Contract:							\$ 182,070.00
B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if							
Description		Cost	Description		Cost		
A.O.D. Washdown System 600004		\$ 2,050.00	Gutter Broom - Drop Down Left/Right 600081		\$ 1,700.00		
Hopper Load Indicators 600019		\$ 410.00	Sweeper Deluge 600013		\$ 1,050.00		
Comdex Package 600021		\$ 4,900.00	Gutter Broom Tilt Adjuster - Left/Right 600022		\$ 1,700.00		
High Output Water 600045		\$ 850.00	Abrasion Protection Package 600036		\$ 1,275.00		
Auxiliary Hand Hose w/Hydraulic Boom 600052		\$ 5,075.00	Pick-Up Head Pressure Inlet Water Injection Sys 600060		\$ 1,830.00		
Broom Assist Pick-Up Head 600064		\$ 5,265.00	Pick-Up Head Curtain Lifter 600087		\$ 1,605.00		
Variable Speed Gutter Brooms 600070		\$ 1,605.00	Stainless Steel Hopper 600091		\$ 23,130.00		
2023 International ISB Chassis 600713		\$ 99,675.00	Traffic Directing Light - LED 600823		\$ 1,200.00		
			QUOTE GOOD FOR 30 DAYS				
			DELIVERY SUBJECT TO TRUCK AVAILABILITY				
			Subtotal From Additional Sheet(s):				
			Subtotal B:		\$ 153,320.00		
C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.							
Description		Cost	Description		Cost		
Additional Nozzle w/Sep Switch: LGB; RGB; Hopper		\$ 1,200.00	Skid Bumper w/4" Extension		\$ 250.00		
Stainless Steel Blower Housing		\$ 1,500.00	Dump Switch in Cab		\$ 200.00		
(2) 12" Parabolic Mirrors		\$ 150.00	Auto Sweep Assist (ASA)		\$ 2,500.00		
CurbView Camera/Monitor - Right GB; Pick-Up Head		\$ 7,000.00	2026 International MV607 Chassis UPGRADE		\$ 24,000.00		
			DELETE: Dual Steer		\$ (14,500.00)		
			Subtotal C:		\$ 22,300.00		
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).				For this transaction the percentage is:		7%	
D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)							\$ 357,690.00
Quantity Ordered:	1	X Subtotal of A + B + C:	\$ 357,690.00	=	Subtotal D:		\$ 357,690.00
F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation							
Description		Cost	Description		Cost		
Freight/PDI/Inservice		\$ 2,100.00					
Surcharge - Base Sweeper		\$ 9,550.00					
			Subtotal F:		\$ 11,650.00		
Delivery Date:		270 - 365 Days		G. Total Purchase Price (D+E+F):		\$ 369,340.00	

Key Features

- Large 7.3 Cubic Yard Hopper with over 10,000 lb. Payload
- Stationary Hopper with simple Raker Dump System
- Useable 87 inch wide Pick-Up Head with DUO-SKIDS
- Large 14 inch Suction and Pressure Hoses
- Powerful, yet Fuel Efficient Auxiliary Engine
- No Grease Fittings for Ease of Maintenance
- Powerful 43 inch "Trailing Arm" Gutter Brooms
- Centrally located Lighted Control Panel
- Simple Single Stage Hydraulic Cylinders
- Dust Control System - Efficient Low Volume High Pressure

True Regenerative Air®



1. The closed-loop Regenerative Air System uses the force of a high velocity controlled jet of air created by the powerful blower wheel.
2. This jet of air blasts down and across the pick-up head onto the pavement and into the air stream picked-up by debris as well as the dust particles.
3. The debris laden air stream is pulled into the large hopper, where the air loses velocity and the larger debris falls to the bottom. A screen at the bottom separates the debris from the air stream, and the air is pulled into the centrifugal dust separator.
4. The patented centrifugal dust separator spins the air along the curved wall of the separator, forcing the dust particles to the center and off into the hopper. Only clean air is returned to the blower to start the Regenerative Air loop. The closed-loop system means no dirty air is exhausted into the environment only to settle on the surface again.

Superior Training from TYMCO

We want you to understand the Regenerative Air System and your TYMCO sweeper completely, so you can get optimal performance from your equipment investment. That's why, for more than twenty-five years, we've offered two-day scheduled training schools at our facility in Waco, Texas. Owners, managers, operators and mechanics get hands-on training and answer to specific questions. Enrollment levels are kept low, so you and your team will get personal attention as well as the opportunity to learn from the experiences of other attendees through the interaction of the class.

When your operators and mechanics are thoroughly trained and knowledgeable about the TYMCO sweeper, you get better performance and a lower cost per operating hour.

Specifically designed for training, our 3500 square foot, temperature controlled facility provides ample space for demonstrations on an operational sweeper and systems components. We also provide daily ground transportation from the hotel to our training facility, and lunch is on us.

- TYMCO offers full two-day schools
- Choose from over 30 schools scheduled per year
- Yearly class schedules and class agendas are available
- Learn through demonstrations on an operational sweeper
- Special schools arranged for large groups
- Register to attend on www.tymco.com



Convenient Dealer Service Centers

In over 50 U.S. locations and dozens of others worldwide, you receive on-the-spot parts and service from the TYMCO network of dealers.

This product is protected by numerous U.S. and Foreign Patents. Specifications subject to change without notice.

TYMCO Builds a Model to Fit your Cleaning Needs

MODEL HSP®
High-Speed Sweeper for Asphalt Pavements

MODEL 600® CNG
Compact Sweeper

MODEL 435®
High-Speed Sweeper for Asphalt Pavements

MODEL 500X®
High-Speed Sweeper for Asphalt Pavements

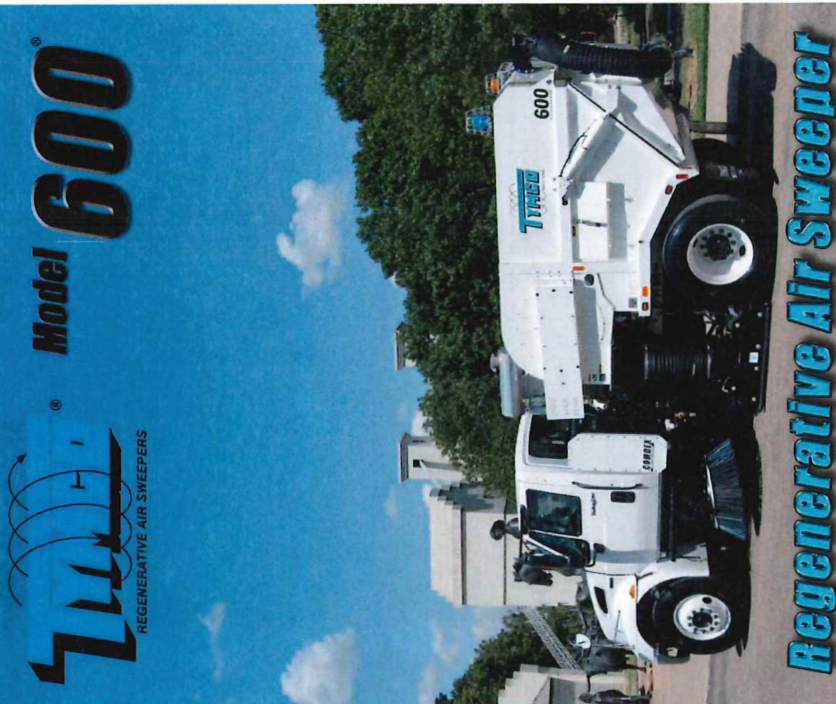
MODEL DST-4®
Medium-Speed Sweeper

MODEL 210®
Low-Speed Sweeper

TYMCO
Regenerative Air Sweepers
www.tymco.com
1-800-256-9826

TYMCO REGENERATIVE AIR SWEEPERS are AQMD Rule 116 Certified PM₁₀ Efficient

AQMD Rule 116 Certified PM₁₀ Efficient
AQMD Rule 116 Certified PM₁₀ Efficient



MADE IN WACO, TEXAS USA

The Sweeper that Changed an Industry!

Model 600[®] Regenerative Air Sweeper



Cleaning Applications

- Crowned, Cracked and Irregular Paved Streets and Roads
- BMP (Best Management Practice) for Stormwater Quality
- Porous and Permeable Pavements
- Airport Runways and Taxiways
- BMP for Fugitive Dust Control
- Industrial Facility Cleaning
- Asphalt and Concrete



No Grease Fittings = Less Maintenance

Sweeper photographs may contain optional equipment. Contact your dealer for more information.

Options for Your Cleaning Needs

The Auxiliary Hand Hose is a powerful suction nozzle for hard to reach places, such as under curbs, along curbs, and around garbage containers. The hydraulic boom assist makes operation of the heavy duty hand hose easier.



The in-cab operated Pick-Up Head (BAH) allows the operator to raise the head for cleaning along curbs, and materials, such as leaves to easily pass beneath the pick-up head.



The 43 inch Gutter Broom can be equipped with Hydraulic Tilt Adjusters, Variable Speed Control and Drop Down Mode allowing the brooms to work in an outboard or inboard position.



The TYMCO Broom Assist Pick-Up Head (BAH) provides an operator with the ability to raise the head for cleaning along curbs, and materials, such as leaves to easily pass beneath the pick-up head.

Additional Options

- An Abrasion Protection Package is available to protect your sweeper and extend component life when sweeping highly abrasive materials.
- Stainless Steel components are available for maximum corrosion resistance. The hopper, dump door, inspection doors, hopper screen, blower housing, dust separator and hopper drain can be fabricated with low carbon, high chrome stainless steel.
- High Output Water Dust Control System
- Hi/Low Pressure Washdown System
- Catch Basin Cleaning Package
- Sweeper Deluge System
- Hopper Drain System
- CONDEX[®] (Compact Design Extra Water)
- Auto Sweep Interrupt
- Lateral Air Flow System
- Glycol Recovery System
- Light, Standard and Heavy Duty Magnets

Safety and Warning Devices

- Rear mounted ALTERNATING FLASHING LIGHTS - LED (2)
- Amber Beacon Light - LED with Limb Guard
- Rear mounted Floodlights
- Back Up Alarm

Chassis Features

- Dual Steering with Tilt and Dual Instrumentation Panels
- Excellent Visibility, Maneuverability and Accessibility
- Dual Adjustable High Back Air Suspension Seats
- Remote Controlled Heated Power Mirrors

Multiple Chassis Options



International[®]



Freightliner[®]



Freightliner CNG (Compressed Natural Gas)



Cabover

TYMCO Regenerative Air Cleans Deeper[™]



City Council Regular Meeting **AGENDA ITEM 4.d**

Agenda Item: **Approve a Customer Services Contract Between the City of Brenham and the Lower Colorado River Authority (LCRA), in the Amount of \$148,659.84, for Tree Trimming Services to be Provided by McCoy Tree Surgery, Inc. and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Date: March 20, 2025

Department: Public Utilities

Staff Contact: Jason Lange , Electric Superintendent

SUMMARY STATEMENT:

Each year the City of Brenham contracts with LCRA for our annual tree trimming services. This contract is executed through our Technical Service Agreement between LCRA and the City of Brenham dated January 18, 1980. LCRA bids out this service every 5-years and McCoy Tree Surgery was the selected provider. They will perform the work in accordance with the terms and specifications required by LCRA.

LCRA does charge a 5% administration fee to cover the costs of bidding this service out and managing the project from start to finish. This year McCoy will trim approximately 26 miles of the existing 108 miles of overhead electrical lines along the southwest side of Brenham. Some isolated areas from last year may be trimmed that were not trimmed last year due to terrain and weather.

The total contract is for \$148,659.84 and was budgeted in the 2024-2025 budget process at \$165,000.00.

ATTACHMENTS:

1. LCRA Customer Service Contract
2. Tree Trimming Map

RECOMMENDATION:

Approve a Customer Services Contract between the City of Brenham and the Lower Colorado River Authority (LCRA) related to tree trimming services to be provided by McCoy Tree Surgery, Inc. in the amount of \$148,659.84 and authorize the Mayor to execute any necessary documentation.

**CUSTOMER
SERVICES CONTRACT**

CUSTOMER: City of Brenham
P.O. Box 1059
Brenham, TX 77834
Attn: William Bissette

DATE SUBMITTED: March 1, 2025

SCOPE OF SERVICES:

JOB NUMBER:

The Lower Colorado River Authority ("LCRA") will provide the Customer access to LCRA's tree trimming services contract (the "Agreement") with McCoy Tree Surgery ("McCoy"). The City will specify which lines McCoy is to clear prior to the start of work.

Per hour rates will depend on individual classification of each employee. (See attached rate schedule). McCoy will bill Customer directly, on a weekly basis, and Customer will pay invoices directly to McCoy in accordance with the terms and conditions of the Agreement.

Scope of Tree Trimming:	Estimated at 9 crew-week of trimming
Estimated Services Value:	\$ 141,580.80 per year (direct charge from McCoy)
Total Amount of Services (includes LCRA Fee):	\$ 148,659.84 Estimate

See Attached Terms and Conditions.

SCHEDULE:

Customer and McCoy will determine a mutually acceptable time for the start of services. Services have a target start of April 28, 2025, with a 9 week completion.

CONTRACT PRICE:

LCRA Administration Fee: \$ 7,079.04
The Administration Fee will be added to the Customer's monthly power bill upon execution of contract. (or invoiced direct as applicable).

City of Brenham

Lower Colorado River Authority

By: _____
Title: _____
Date: _____

By: _____
Title: VP, Trans Const & Maintenance
Date: _____

OFFICE USE ONLY

Accounting: _____

Approved By: _____
Completion Date: _____

Personnel Level	Rates	1	2023 Rate
Supervisor/General Foreperson	\$61.46	1 \$	61.46
Foreperson	\$47.95	1 \$	47.95
Trimmer	\$41.40	1 \$	41.40

Equipment

Chain Saws (each)	0.92	1 \$	0.92
Bucket Truck with Chip bed	18.07	1 \$	18.07
Chipper	6.92	1 \$	6.92
GF Pickup	14.82	1 \$	14.82

Crew Rate (using Max Rates)

Supervisor/General Foreperson	\$61.46	1 \$	61.46
GF Pickup	\$14.82	1 \$	14.82
Foreperson	\$47.95	2 \$	95.90
Trimmer	\$41.40	4 \$	165.60
Chain Saws (each)	\$ 0.92	6 \$	5.52
Bucket Truck with Chip bed	\$18.07	2 \$	36.14
Chipper	\$ 6.92	2 \$	13.84

Total Hourly Crew Rate		\$	393.28
Total Weekly Crew Rate		\$	15,731.20
Total weeks (estimated)	9.0	\$	141,580.80
Total Trimmers		7	

Includes per diem costs for Lodging and meals

Total (using max rates)	\$	141,580.80	Note: This is the estimated direct
Average/week	\$	15,731.20	charge from McCoy

Actual Charges according to the rate schedule will be billed.

LCRA will bill a fee to cover the cost of scheduling and administering the program

The Administration fee is: \$ 7,079.04

FOR BUDGETING PURPOSES ONLY

Total (LCRA and McCoy)	\$	148,659.84	7 PERSON CREW
Total (LCRA and McCoy) weekly avg.	\$	16,517.76	

TERMS AND CONDITIONS

The Lower Colorado River Authority ("LCRA") will provide the Customer access to LCRA's tree trimming services contract (the "Agreement") with McCoy Tree Surgery ("McCoy").

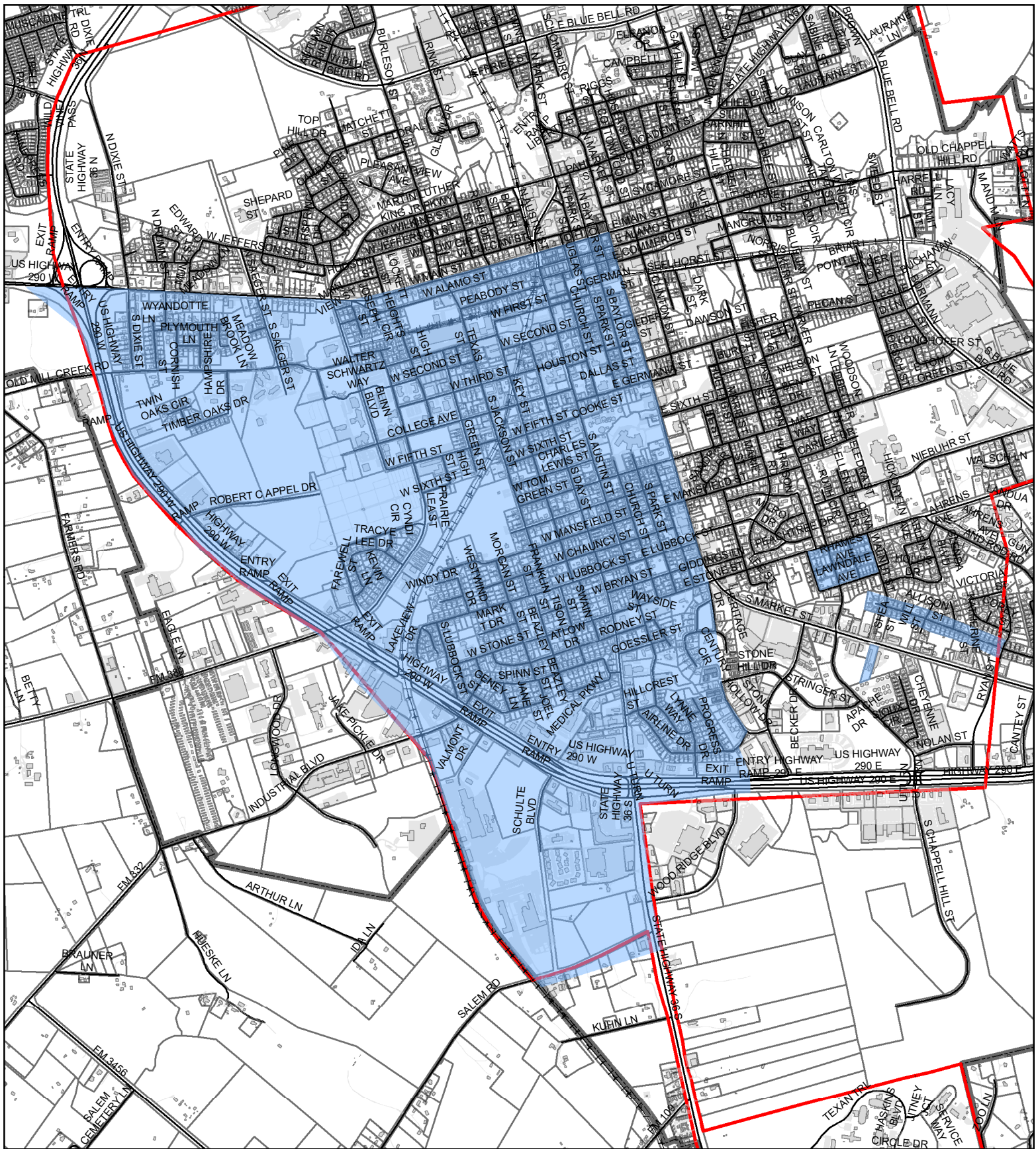
LCRA will add a 5% fee to Customer's wholesale power bill to cover administration of this program.

The services under this Customer Services Contract are provided pursuant to the Technical Services Agreement between LCRA and the City, dated January 18, 1980 and under the authority of Chapter 791 of the Texas Government Code, Chapter 271, Subchapter F of the Texas Local Government Code, and in furtherance of LCRA's statutory and constitutional authority to provide electric utility services. The purpose of this Customer Services Contract is to increase the reliability of electric service within Customer's service territory, and to realize savings and efficiencies by cooperatively procuring services.

Customer will purchase services from McCoy under the same terms and conditions and pricing contained in the Agreement. All orders and payments for such purchases will be issued directly from Customer to McCoy, and McCoy will provide the services and associated invoices directly to Customer. LCRA is not a party to, and will in no way be responsible to either Customer or McCoy for, such orders, including without limitation any payments, performance, costs, expenses, losses or damages arising from such transactions between McCoy and Customer. Customer releases LCRA from any liability associated with Customer's transactions under the Agreement.

Customer represents that (i) all payments made pursuant to this Customer Services Contract will be paid from current revenues and (ii) it has the authority to enter into this Customer Services Contract.





City of Brenham Tree Trimming

1 inch = 2,100 feet



- Tree Trimming
- Electric Service Area



City Council Regular Meeting
AGENDA ITEM 4.e

Agenda Item: **Approve a Temporary Resale Amendment to the System Water Availability Agreement Between City of Brenham and Brazos River Authority for the Temporary Resale of Water and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Date: March 20, 2025

Department: Public Utilities

Staff Contact: William Bisette, General Manager of Public Utilities

SUMMARY STATEMENT:

On September 1, 2019, an agreement was entered into by and between the Brazos River Authority (BRA), a river authority of the State of Texas, and the City of Brenham (City). BRA made available, and the City of Brenham agreed to purchase 744 acre-feet of raw water per fiscal year for municipal purposes. The intent of this agreement was to secure additional water to sustain long-term future growth for the City of Brenham. The purchase price of 774 acre-feet is \$99.50/acre-foot or \$77,013.00 annually. The 774 acre-feet of water is in addition to the City's primary water availability agreement for 4,200 acre-feet, of which, 3,100 acre-feet are used annually on average. While securing this water for the future is prudent, additional water is not needed at this time.

The Temporary Resale amendment to this Agreement allows the City to elect to resell excess water on a temporary basis to a third party, The Dow Chemical Company, with prior approval of the BRA, in compliance with the BRA's Water Policy. To facilitate the resale, the City requires the addition of temporary diversion points from which The Dow Chemical Company may access water made available under the Agreement and the authorization to use the water for industrial purposes.

ATTACHMENTS:

1. Temporary Resale Amendment - Brazos River Authority

RECOMMENDATION:

Approve a Temporary Resale Amendment to the System Water Availability Agreement between the City of Brenham and Brazos River Authority for the temporary resale of water and authorize the Mayor to execute any necessary documentation.

**TEMPORARY RESALE AMENDMENT TO SYSTEM WATER
AVAILABILITY AGREEMENT BETWEEN BRAZOS RIVER AUTHORITY
AND CITY OF BRENHAM**

This Temporary Resale Amendment ("Amendment") is entered into to be effective as of the ____ day of _____, 2025, by and between Brazos River Authority ("BRA"), a river authority of the State of Texas, the City of Brenham ("Purchaser"), and the Dow Chemical Company ("Resale Purchaser"), (collectively, the "Parties").

RECITALS

WHEREAS, BRA and Purchaser entered into a System Water Availability Agreement ("Agreement") with an effective date of September 1, 2019, whereby BRA agreed to make available, and Purchaser agreed to purchase 774 acre-feet of raw water per Fiscal Year for municipal purposes; and

WHEREAS, in accordance with Section 33 of the Agreement, Purchaser has requested to temporarily resell 387 acre-feet of raw water made available under the Agreement to Resale Purchaser; and

WHEREAS, to facilitate this resale, Purchaser requires the addition of temporary diversion points from which Resale Purchaser may access water made available under the Agreement and the authorization to use the water for industrial purposes.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree to temporarily amend the Agreement as follows:

AMENDMENTS

1. The BRA hereby consents to the temporary resale of 387 acre-feet of water under the Agreement to the Resale Purchaser. Unless terminated earlier consistent with the terms of this Amendment, this consent shall be effective from September 1, 2025, to August 31, 2026 (the "Termination Date").
2. Until the Termination Date, Resale Purchaser may divert raw water made available under the Agreement at the locations shown on Exhibit "A-1", attached hereto and incorporated by reference herein.
3. Resale Purchaser may utilize the water for industrial purposes.
4. Until the Termination Date, any reference to Exhibit "A" in the Agreement shall also be deemed a reference to Exhibit "A-1".
5. Resale Purchaser hereby agrees to abide by all of the terms and conditions contained in the Agreement and accepts any and all liability for any failure to do so.
6. Resale Purchaser hereby agrees to abide by the following Diversion Rate schedule, while Purchaser shall continue to abide by the Diversion Rate schedule outlined in Section 12 of the Agreement:

DIVERSION RATE. At least *seventeen (17)* working days before it shall desire to divert water agreed to be made available pursuant to this Amendment, Resale Purchaser shall notify BRA of the date and time of anticipated pumping, the specific diversion point(s) it will be pumping water from, and the desired daily pumpage rate and volume. If BRA determines that run-of-river water is not available to be pumped at the diversion point(s), BRA endeavors to make releases of water from the System at such times and in such amounts as will make water available for Resale Purchaser to pump water at the diversion point(s) at the rate thus specified without violation of the water rights of others; however, nothing in this Section shall be construed as requiring BRA to make releases of water if Resale Purchaser's use has been discontinued pursuant to the terms of this Amendment. During times when Resale Purchaser is pumping run-of-river water from the System under this Amendment and BRA determines flows are no longer adequate, disruptions in pumping may occur to allow time for BRA to deliver stored water from the System to Resale Purchaser's diversion point(s).

When Resale Purchaser desires to discontinue pumping or to change the rates at which it shall be able to pump water at the diversion point(s), it shall notify BRA at least *sixteen (16)* working days in advance of the date on which pumping is to be discontinued or changed, specifying in said notice the rate it desires to be able to pump thereafter. At the time of said notice, if releases of stored water are being made to deliver water to Resale Purchaser's diversion point(s), BRA shall discontinue releases or appropriately modify the releases made by it so as to make water available for Resale Purchaser to pump at the new rate, beginning on the date specified in said notice.

Notices under this provision may be given by telephone but must be confirmed in writing prior to diversion. When the quantity of run-of-river water pumped by Resale Purchaser combined with the amount of stored water released from System for pumping by Resale Purchaser equals this Agreement's Temporary Resale Amount ("Resale Amount"), Purchaser shall have no further right hereunder to call on BRA to make water available, and BRA shall have no further obligation hereunder to make water available to Resale Purchaser.

7. Resale Purchaser shall be responsible for all coordination with BRA and the Brazos Watermaster ("Watermaster") related to ordering and stopping releases, coordinating run-of-river diversions if applicable, as well as reporting, metering, and notification requirements under the Agreement, and notwithstanding the foregoing, Resale Purchaser agrees to comply with all BRA water reporting requirements, water conservation plans, drought contingency plans and Watermaster requirements. Non-compliance with the Watermaster's rules and regulations may result in monetary fees or 'water penalties.' Any monetary fees will be the sole responsibility of the Resale Purchaser; and any water penalties will be applied directly to this Amendment, which may result in the amount of water authorized under this Amendment to be used at an accelerated rate.
8. Resale Purchaser recognizes that any diversion of water in excess of this Agreement's Resale Amount, which is 387 acre-feet per year, is strictly prohibited. Nothing contained herein shall obligate the BRA or the Purchaser to provide water in excess of the Resale Amount nor should Resale Purchaser rely on additional water being made available. If Resale Purchaser exceeds this Agreement's Resale Amount, Resale Purchaser must immediately discontinue all diversions of water made available under this Agreement.

9. In the event the Resale Purchaser diverts more than the Resale Amount, the Resale Purchaser shall be responsible for paying for the overuse at a rate of three times the System Rate per acre-feet of overuse. Any water diverted in excess of the Resale Amount shall be accounted against the Purchaser's Agreement, thus causing a reduction in Purchaser's available water for that year. In the event the Resale Purchaser's overuse results in the Purchaser exceeding the authorized amount of their Agreement, the Purchaser shall not be responsible for paying the associated penalty within the Agreement unless the Resale Purchaser fails to pay BRA for such overuse. The Parties hereby agree that any claims/damages to Purchaser, associated with Resale Purchaser's overuse, shall be managed separately between Purchaser and Resale Purchaser, without the involvement of BRA.
10. This Amendment shall in no way relieve Purchaser from any of its obligations, including payment, under the Agreement, and Purchaser shall be responsible for ensuring that Resale Purchaser complies with all the terms and conditions contained therein and accepts any and all liability for any failure to do so.
11. BRA reserves the right to withdraw its consent of the resale at any time and for any cause without penalty or liability. Upon receipt of such written withdrawal of consent from BRA, Resale Purchaser shall immediately cease diverting BRA water made available under this Amendment.
12. In the event the amount of water made available to Purchaser under the Agreement is reduced for any reason, Resale Purchaser agrees that such reduction shall also result in a reduced amount available under this Amendment.
13. The address for Resale Purchaser, for the purposes of Section 28 of the Agreement, shall be as follows:
- Dow Chemical Company
2301 N. Brazosport Blvd
Freeport, Texas 77541
(979) 238-3934
jlgarrard@dow.com
14. Capitalized terms used but not defined herein shall have the respective meanings given to them in the Agreement.
15. This Amendment shall commence on the Effective Date and shall continue until the Termination Date. This Amendment shall no longer be of any force or effect after the Termination Date, and the terms and conditions of the Agreement shall be as they were prior to the execution of this Amendment, and Exhibit "A-1" shall be deleted in its entirety. Following the Termination Date, BRA and Purchaser shall be the only parties to the Agreement.

[signatures to appear on following page]

This Amendment shall be deemed a part of the Agreement and shall be binding on the parties. Except as amended herein, the terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed, intending to be bound thereby.

BRAZOS RIVER AUTHORITY

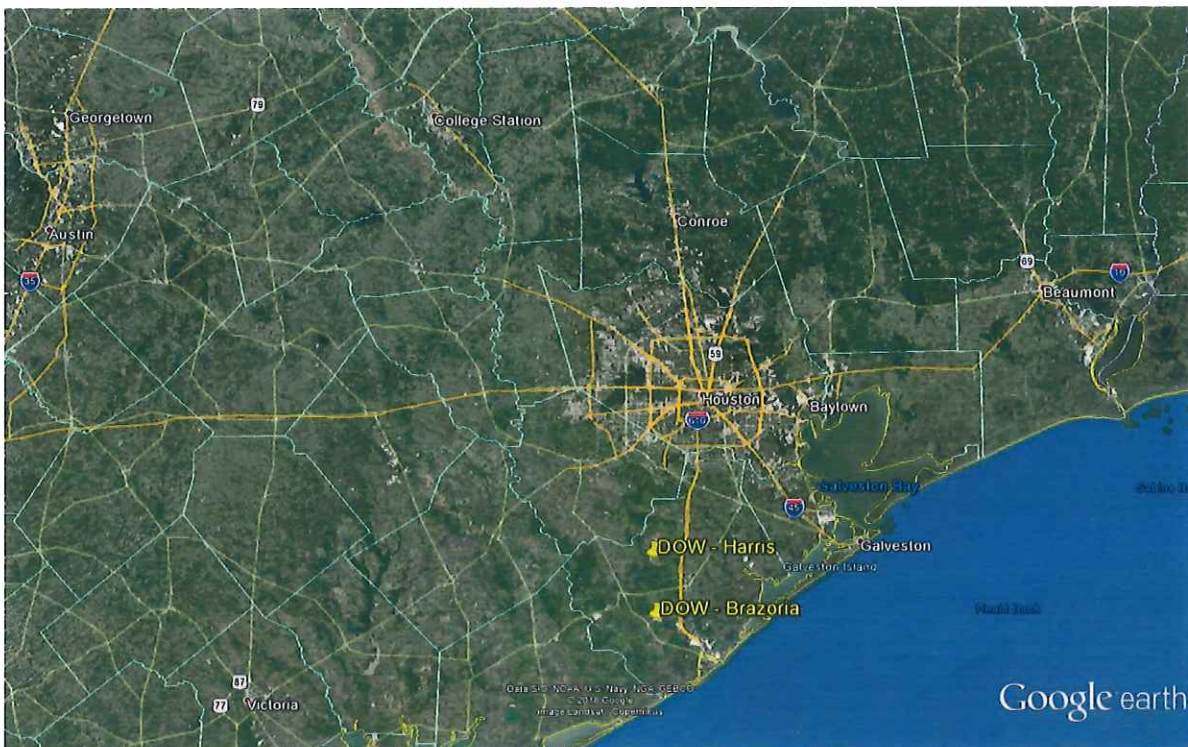
By: _____
DAVID COLLINSWORTH
Title: **GENERAL MANAGER/CEO**
Date: _____

CITY OF BRENHAM

By: _____
Title: _____
Date: _____

DOW CHEMICAL COMPANY

By: _____
JASON GARRARD
Title: **ENVIRONMENTAL PRODUCTION
DIRECTOR**
Date: _____



RE-SALE AGREEMENT with CITY OF BRENHAM

EXHIBIT A: DOW CHEMICAL COMPANY, 387-ACFT (IN)

Contract ID: BRENHAM-DOW 25

Diversion ID: BRENHAM-DOW 25

BRENHAM – DOW 25 - Brazoria

N29.052426 W95.552414, ROST2 ROST2 (1110), Main Stem Brazos River

Lower Basin, Brazoria County, WAP Reach: Richmond Gage to Gulf – Dow Brazoria

BRENHAM – DOW 25 - Harris

N29.243325 W95.562173, ROST2 ROST2 (1110), Main Stem Brazos River

Lower Basin, Brazoria County, WAP Reach: Richmond Gage to Gulf – Dow Harris

Prepared by: Julie Andress, Water Accounting Specialist, 02/20/2025



City Council Regular Meeting **AGENDA ITEM 4.f**

Agenda Item: **Approve a Water Supply Resale Agreement Between the City of Brenham and The Dow Chemical Company Related to the Temporary Resale of Water and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Date: March 20, 2025

Department: Public Utilities

Staff Contact: William Bisette, General Manager of Public Utilities

SUMMARY STATEMENT:

The Temporary resale Amendment to the System Water Availability Agreement allows the City to elect to resell excess water on a temporary basis to a third party (Resale Purchaser, The Dow Chemical Company) with prior approval of the Brazos River Authority (BRA), in compliance with BRA'S Water Policy. To facilitate the resale, the City of Brenham requires the addition of temporary diversion points from which The Dow Chemical Company may access water made available under the Agreement and the authorization to use the water for industrial purposes.

The Dow Chemical Company requested the purchase of 774 acre-feet of the City's excess water. Due to unknown drought conditions for this year, the City is willing to sell one-half or 387 acre-feet of the requested amount. The Dow Chemical Company will pay the City of Brenham \$99.50 per acre-foot or \$38,506.50 for the 387 acre-feet of water within thirty days from the effective date of this Agreement. The Dow Chemical Company will withdraw from the Point of Delivery an amount not to exceed 387 acre-feet of water, as specified under the Agreement and between BRA and City. This Agreement is effective upon the BRA approval of the Temporary Resale Amendment and terminates when The Dow Chemical Company have withdrawn 387 acre-feet of water or August 31, 2026, whichever occurs first.

The City of Brenham will monitor conditions throughout the summer and will consider releasing the remaining 387 acre-feet under a second Water Supply Resale Agreement.

ATTACHMENTS:

1. Water Supply Resale Agreement - The Dow Chemical Company

RECOMMENDATION:

Approve a Water Supply Resale Agreement between the City of Brenham and The Dow Chemical Company related to the temporary resale of water and authorize the Mayor to execute any necessary documentation.

**WATER SUPPLY RESALE AGREEMENT
BETWEEN CITY OF BRENHAM
AND THE DOW CHEMICAL COMPANY**

This Water Supply Resale Agreement (“Agreement”) is entered into by and between the **CITY OF BRENHAM, TEXAS**, a Texas home-rule municipal corporation (“City”) and **THE DOW CHEMICAL COMPANY**, a Delaware corporation (“Purchaser”).

Agreement

The City and the Purchaser agree as follows:

Article I. Definitions

In this Agreement:

BRA means the Brazos River Authority.

City means the City of Brenham, Texas.

Contract means a contract between the BRA and City, made and entered into on October 1st, 2019 (effective September 1, 2019), attached hereto and incorporated herein as Exhibit A for all pertinent purposes.

Purchaser means The Dow Chemical Company.

Point of Delivery means the point(s) where the Purchaser will divert Water from the Brazos River as shown on Exhibit A-1 of the Temporary Resale Amendment.

Temporary Resale Amendment means an agreement between BRA, City and Purchaser, dated, attached hereto and incorporated herein as Exhibit B for all pertinent purposes.

Water means the raw water the City has a right to receive under the Contract between the BRA and City.

Article II. Term

2.1. This Agreement is effective upon the BRA approval of the Temporary Resale Amendment (“Effective Date”) and terminates when the Purchaser has withdrawn 387 acre-feet of Water or August 31, 2026, whichever occurs first (“Termination Date”). None of the parties to this Agreement will have any rights or obligations set forth in this Agreement before Effective Date. This Agreement will be null and void if, and at such time as, the BRA does not approve the Temporary Resale Amendment or the BRA terminates the Temporary Resale Amendment for any reason prior to the Termination Date set forth in this Agreement.

Article III. Water Supply Resale

3.1. The City allows the Purchaser to withdraw from the Point of Delivery an amount of Water not to exceed 387 acre-feet of Water, as specified under the Contract between the BRA and City, to supplement the Purchaser's water supplies.

3.2. The Purchaser is not allowed to withdraw any Water before the Effective Date of the Temporary Resale Amendment, and Purchaser must withdraw the Water under this Agreement prior to the Termination Date or at such time as specified by the BRA in the Temporary Resale Amendment.

3.3. Until the Termination Date, the City designates Purchaser as its agent to the BRA for the sole purpose of coordinating the delivery of Water under this Agreement.

3.4. Under this Agreement:

(a) The Purchaser must abide by all of the terms and conditions of the Contract between the BRA and City, attached hereto and incorporated herein as Exhibit A for all pertinent purposes, and the Temporary Resale Amendment between BRA, City and Purchaser, attached hereto and incorporated herein as Exhibit B for all pertinent purposes.

(b) The Water availability is dependent on the provisions specified in the Contract between the BRA and City.

(c) The City does not represent or guarantee that the quality of the Water meets the Purchaser's intended use(s).

(d) The Purchaser must comply with all BRA water reporting requirements.

(e) The Purchaser represents and warrants that it will use the 387 acre-feet of Water under this Agreement for industrial use purposes.

Article IV. Payment

4.1. The Purchaser will pay the City the applicable BRA System Rate of \$99.50 per acre-foot of Water. The Purchaser will pay the City \$38,506.50 for the 387 acre-feet of Water within thirty (30) days from the Effective Date of this Agreement ("Due Date").

4.2. Payment must be delivered by the Due Date to the City's Accounts Receivable Dept at, P.O. Box 1059, Brenham, Texas 77834-1059.

4.3. The City will refund to the Purchaser any amount paid to the City by the Purchaser for Water the BRA is unable to provide as specified under the terms of the Contract between the BRA and City.

Article V. Miscellaneous Provisions

5.1. Notices. All notices and other communications given or made pursuant to this Agreement must be in writing and deemed effective (i) upon personal delivery to the party to be notified; (ii) when sent by facsimile or electronic mail (E-mail) if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day of the date sent; (iii) the first (1st) business day following deposit with any courier service that provides a same day or overnight courier service that guarantees receipted delivery; or (iv) three (3) days after the notice is deposited in the United States mail as certified or registered mail, postage prepaid; in each case addressed to the party to be notified, at the address set forth below or at such other address, facsimile number or electronic mail (E-mail) address for a party as that party may specify in writing to the other party from time to time:

For the City:

City of Brenham
200 W Vulcan St.
Brenham, Texas 77833
Attention: General Manager/William Bisette
Phone: (979) 337-7510
wbisette@cityofbrenham.org

With a copy to:
City of Brenham
P.O. Box 1059
Brenham, Texas 77834-1059
Attention: Director of Utility Services/ Shawn Bolenbarr
Phone: (979) 337-7414
sbolenbarr@cityofbrenham.org

For the Purchaser:

The Dow Chemical Company
2301 Brazosport Blvd., B-3501
Freeport, Texas 77541
Attention: Derek Rester
Phone: 989-238-2151
E-mail: DRester@Dow.com

With a copy to:
Jason Garrard
The Dow Chemical Company
332 Highway 332 E
Lake Jackson, Texas 77566
Phone: 979-238-5595
E-mail: JLGarrard@DOW.com

Either party may change its address or contact information by giving notice, within ten (10) business days, to the other party.

5.2 INDEMNITY/HOLD HARMLESS CLAUSE. THE PURCHASER SHALL COMPLY WITH THE REQUIREMENTS OF THIS AGREEMENT AND ALL APPLICABLE LAWS, RULES AND REGULATIONS AND SHALL EXONERATE, INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY AND ALL LIABILITY OR DAMAGES RESULTING FROM FAILURE TO DO SO. IN ADDITION, THE PURCHASER AGREES TO KEEP, SAVE AND HOLD THE CITY HARMLESS FROM ANY AND ALL ACTIONS, LIABILITIES, DAMAGES, JUDGMENTS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, IN CASE AN ACTION IS FILED OR DOES IN ANY WAY ACCRUE AGAINST THE CITY, ITS' OFFICIALS, OFFICERS, AND EMPLOYEES IN CONSEQUENCE OF THIS AGREEMENT OR FOR ANY NEGLIGENT ACT OR OMISSION OF THE PURCHASER RELATED TO THE PROVISION OF WATER MADE AVAILABLE UNDER THIS AGREEMENT OR THAT MAY RESULT FROM THE CARELESSNESS OR LACK OF SKILL OF THE PURCHASER OR THE PURCHASER'S AGENTS, SUBCONSULTANT, OR EMPLOYEES.

5.3. Law and Venue. Texas law governs this Agreement and any lawsuit arising out of this Agreement must be filed in a court that has jurisdiction in Washington County, Texas.

5.4. Force Majeure. Neither party is in default if performance of this Agreement is delayed, disrupted, or becomes impossible because of any act of God, war, earthquake, fire, strike, accident, civil commotion, epidemic, act of government, its agencies or offices, or any other cause beyond the control of the parties.

5.5. Entire Agreement. This Agreement represents the entire agreement between the City and the Purchaser and supersedes all prior negotiations, representations, or contracts, either written or oral between the City and Purchaser. This Agreement may be amended only by written instrument signed by both parties.

CITY OF BRENHAM, TEXAS

THE DOW CHEMICAL COMPANY

Atwood C. Kenjura, Mayor

Derek Rester, Production Director

Date: _____

Date: _____

ATTEST:

Jeana Bellinger, City Secretary

ATTEST:

Jason Gerrard, Operations Leader

APPROVED AS TO FORM:

Cary L. Bovey, City Attorney

Exhibit A

**SYSTEM WATER AVAILABILITY AGREEMENT
BETWEEN BRAZOS RIVER AUTHORITY
AND CITY OF BRENHAM**

Exhibit B
TEMPORARY RESALE AMENDMENT



City Council Regular Meeting **AGENDA ITEM 5**

Agenda Item: Discuss and Possibly Act Upon the Acceptance of the Audit from Seidel Schroeder for Fiscal Year 2024

Meeting Date: March 20, 2025

Department: Finance

Staff Contact: Stacy Hardy, Finance Director

SUMMARY STATEMENT:

State law requires that all general-purpose local governments publish, within six months of the close of the fiscal year, a complete set of financial statements presented in conformity with generally accepted accounting principles (GAAP) and audited in accordance with generally accepted auditing standards by a firm of licensed certified public accountants. Pursuant to that requirement, and on behalf of the Finance Department, I am proud to issue the audited financial statements for the fiscal year ended September 30, 2024.

At today's council meeting, Michele Kwiatkowski, audit partner with Seidel Schroeder, will present the annual audit. A bound copy of the Annual Report was distributed to the Mayor and City Council Members. This report will be on file for review in the City Secretary's Office. A copy can also be downloaded from the City of Brenham's website at www.cityofbrenham.org.

ATTACHMENTS:

None

RECOMMENDATION:

Accept the Audit from Seidel Schroeder for Fiscal Year 2024.



City Council Regular Meeting **AGENDA ITEM 6**

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-25-010 Supporting the Washington County Expo and Fairgrounds in Brenham, Texas, In Its Efforts to Pass a Project Financing Zone in the State of Texas Legislature

Meeting Date: March 20, 2025

Department: Administration

Staff Contact: Carolyn Miller, City Manager

SUMMARY STATEMENT:

Washington County has asked the City of Brenham for a Resolution of Support for the Washington County Expo and Fairgrounds in the creation of a Project Financing Zone. The County is asking the State to rebate the state portion of hotel occupancy taxes (6%) collected from hotel properties within a 3-mile radius of the Zone.

If approved, this Resolution will be sent to State Legislature for consideration during the current session. Harrison Williams, Director of the Washington County Expo, will be in attendance at the meeting to provide further information.

ATTACHMENTS:

1. R-25-010 - Support WashCo Fair and Expo

RECOMMENDATION:

Approve Resolution No. R-25-010 supporting the Washington County Expo and Fairgrounds in Brenham, Texas, in its efforts to pass a Project Financing Zone in the State of Texas Legislature.

RESOLUTION NO. R-25-010

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, SUPPORTING THE WASHINGTON COUNTY EXPO AND FAIRGROUNDS IN BRENHAM, TEXAS, IN ITS EFFORTS TO PASS A PROJECT FINANCING ZONE IN THE STATE OF TEXAS LEGISLATURE

WHEREAS, the Washington County Expo and Fairgrounds in Brenham, Texas, serves as a premier venue for a diverse array of events, including the Washington County Fair, the oldest county fair in Texas, as well as livestock shows, rodeos, trade shows, and community gatherings; and

WHEREAS, the Expo and Fairgrounds play a vital role in promoting agriculture, education, and cultural heritage in Washington County and beyond, providing a platform for youth development and fostering a strong sense of community; and

WHEREAS, the facility attracts thousands of visitors annually, contributing to the local economy by supporting local businesses, hotels, VRBOs and restaurants, and enhancing tourism in Brenham and Washington County; and

WHEREAS, the Washington County Expo and Fairgrounds has demonstrated excellence in hosting regional, state-level and national events, showcasing Brenham as a destination for large-scale events and gatherings; and

WHEREAS, the Expo and Fairgrounds have been instrumental in supporting emergency management efforts, serving as a staging area and support facility during natural disasters and other emergencies; and

WHEREAS, the Washington County Expo and Fairgrounds continue to enhance the quality of life for residents through recreational, educational, and entertainment opportunities, making a lasting impact on the community and contributing to the overall prosperity of the region.

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

The City Council of Brenham, Texas, formally requests the State Legislature of the great State of Texas to support the Washington County Expo and Fairgrounds efforts for creating a Project Financing Zone to continue its contributions to the community, its role in promoting economic growth, and its unwavering support of educational and cultural initiatives in Washington County and the State of Texas.

RESOLVED on this 20th day of March 2025.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



City Council Regular Meeting **AGENDA ITEM 7**

Agenda Item: Discuss and Possibly Act Upon Award of Bid Related to the Jackson Street Park Improvements Phase I, Project No. 34427 and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: March 20, 2025

Department: Public Works

Staff Contact: Dane Rau, Director of Public Works

SUMMARY STATEMENT:

On February 4, 2025, the City Staff along with Burditt Architectural opened request for proposals (RFP) regarding the Jackson Street Park Phase I Improvements. The scope of work consisted of addressing ADA upgrades, enhancement of one restroom facility, adding a new playscape and swing set, upgrading all electrical throughout the park which consist of the walking trail, field lighting, and low-level lighting under the trees and several sidewalk extensions. It also includes an additional 4 courts for pickleball including new lighting and shade covers. These improvements will be made possible by BCDC in which they have allocated over \$1.5 M dollars toward Phase I improvements.

We had a total of 8 companies send proposals for the work, of which all proposals were very competitive. The lowest proposal was from DL Meachum with a base bid of \$1,145,690 with an alternate of \$35,270 for the shade covers for the new pickleball courts. Other bids ranged from \$1.17M, \$1.205M, \$1.26M, \$1.35M and upwards. (see attached RFP breakdown).

After speaking with BCDC they were favorable going with DL Meachum and including both the base bid and alternate to get the project underway. We have checked references and DL Meachum has done amazing work on different parks throughout Central Texas and are located in Houston, TX. Burditt Architectural has worked with DL Meachum and is comfortable with them as well.

We would respectfully ask the council to award RFP #34427 related to the Jackson St Park Improvements Phase I to DL Meachum for the Base Bid of \$1,145,690 and Alternate I for \$35,270 for a total of \$1,180,960.

ATTACHMENTS:

1. Jackson Street Park - Bid Comparison
2. Jackson Street Park Playground Rendering
3. Jackson Street Park Phase 1 Rendering

RECOMMENDATION:

Approve award of Bid related to the Jackson Street Park Improvements Phase I, Project No. 34427 to DL Meachum in the amount of \$1,145,690.00 and Alternate 1 for \$35,270.00 and authorize the Mayor to execute any necessary documentation.

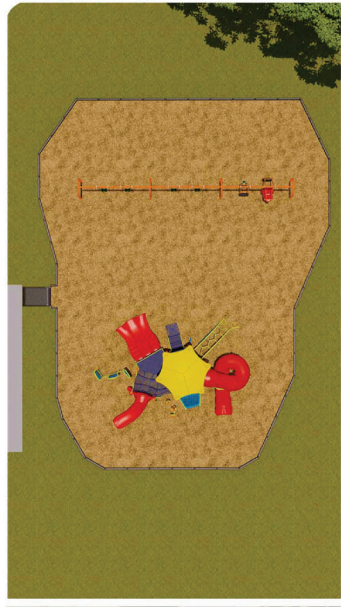
Jackson Street Park - Remodel - Bid Comparison Analysis									
2/5/2025									
Scope	GC 1 - DL Meacham	GC 2 - Spaw Glass	GC 3 - Texas KB Utilities	GC 4 - Aggieland Construction	GC 5 - MBCM Management	GC 6 - ASD Consultants	GC 7 - Dudley Construction	GC 8 - TWL Construction	
General Conditions	\$ 40,950	\$ 29,676		\$ 147,500			\$ 128,000		
Existing Conditions		\$ 8,306		\$ 42,000			\$ 21,000		
Temp Facilities and Controls	\$ 4,760								
SWPPP	\$ 10,110								
Mobilization								\$ 1,000	
Sitework						\$ 146,000		\$ 15,000	
Site Furnishings (Lionhead install)						\$ 4,700		\$ 4,900	
Striping						\$ 2,111		\$ 3,500	
Surfacing						\$ 13,000			
Sidewalk								\$ 72,150	
Dumpster						\$ 9,000		\$ 26,000	
Demolition	\$ 9,730					\$ 19,400		\$ 12,090	
Fencing						\$ 20,000		\$ 8,148	
Ramps								\$ 10,000	
Concrete	\$ 237,250	\$ 192,945				\$ 200,000	\$ 247,000		
Node Concrete							\$ 4,000	\$ 16,104	
Masonry									
Rough Carpentry	\$ 840			\$ 154,000					
Joint Sealants	\$ 1,780								
Doors and Hardware						\$ 5,300			
Overhead Doors						\$ 9,500			
Openings	\$ 17,100	\$ 16,664		\$ 15,000			\$ 25,000		
Wood Plastics, Composites				\$ 7,000		\$ 3,500	\$ 36,000		
Painting						\$ 20,000			
Bathroom Accessories						\$ 9,000			
Thermal/moisture protection				\$ 5,000			\$ 3,000		
Sealed Concrete						\$ 6,000			
Countertops						\$ 3,500			
Finishes	\$ 75,120	\$ 16,400		\$ 25,000					
Specialties	\$ 11,190	\$ 11,574		\$ 3,500		\$ 3,700	\$ 12,000		
Special Construction				\$ 197,000					
Electrical	\$ 634,470	\$ 626,750		\$ 573,000		\$ 500,000	\$ 611,000	\$ 72,000	
Building								\$ 135,000	
Site Lighting								\$ 789,000	
HVAC				\$ 4,000					
Playground Drainage								\$ 17,000	
Plumbing		\$ 21,761		\$ 26,000		\$ 25,939	\$ 24,000		
Earthwork (Site grading)	\$ 62,900	\$ 9,493		\$ 25,000			\$ 204,000	\$ 55,000	
Exterior Improvements	\$ 39,490	\$ 245,431		\$ 45,000			\$ 60,000		
Unit price - Pickleball courts								\$ 237,000	
Benches								\$ 5,000	
Picnic Tables								\$ 2,600	
Hydromulch								\$ 14,400	
Site Utilities						\$ 10,000			
* Digital bid summation	\$ 1,145,690	\$ 1,179,000	NA	\$ 1,269,000	Breakdown not legible enough	\$ 1,010,650	\$ 1,375,000	\$ 1,495,892	
Written bid	\$ 1,145,690	\$ 1,179,000	\$ 1,205,000	\$ 1,269,000	\$ 1,326,952	\$ 1,350,000	\$ 1,400,000	\$ 1,495,892	
Alternate 1 - 12' x 30' shade structure	\$ 35,270	\$ 32,028	\$ 45,000	\$ 30,000	\$ 34,282	\$ 57,872	\$ 36,000		

Scope	GC 1 - DL Meacham	GC 2 - Spaw Glass	GC 3 - Texas KB Utilities	GC 4 - Aggieland Construction	GC 5 - MBCM Management	GC 6 - ASD Consultants	GC 7 - Dudley Construction	GC 8 - TWL Construction
Performance bond	\$ 7,480	\$ 15,339	\$ 1,000	\$ 13,000	\$ 8,781	\$ 15,000	\$ 17,000	\$ 18,455
Bid assurance bond	\$ 500	in above	100	\$ -	\$ -	15,000	in above	-
Payment assurance bond	\$ 7,480	in above	1,000	\$ 6,000	\$ 8,781	20,000	in above	-

* Digital bid summation is a check of the listed items against the written bid form total
All cases were a match except GC 6 - ASD Consultants, and GC 7 - Dudley Construction
with GC 5 - MBCM Management Breakdown not legible enough to verify.

Jackson Street Park Option 3

Design • Build • PLAY!



LEGEND

- 1 ADA Route Upgrades
- 2 Playground
- 3 Sports Field Lighting
- 4 Northside Restroom and Storage
- 5 Pathway Lights
- 6 Existing Southside Restrooms and Pavilion to Remain
- 7 Future Pickleball Expansion
- 8 Existing Pickleball
- 9 Existing Basketball





City Council Regular Meeting **AGENDA ITEM 8**

Agenda Item: Discuss and Possibly Act Upon a Property Lease Agreement Between the City of Brenham and Woodson Lumber Co. for the Lease of Real Property Being Located at 307 S. Market Street, Brenham, Texas and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: March 20, 2025

Department: Public Works

Staff Contact: Dane Rau, Director of Public Works

SUMMARY STATEMENT:

The City of Brenham has been leasing the “Old Recycling Center Property” located at 307 S. Market St to Woodson Lumber Company since March 2021. It has been a good use and provides additional room for Woodson’s. Being that the old lease is expiring at the end of March, we had the City Attorney, Cary Bovey, update the lease and Woodson has agreed to the terms and conditions and would like to enter into a new lease.

By leasing this property, it brings in revenue to the City of Brenham and Woodson is responsible for paying taxes on the property which was previously exempt when the City of Brenham operated it as a Recycling Center. We reviewed this lease with the Economic Council Subcommittee, and they were favorable to releasing to Woodson Lumber again. The terms of the new lease are for 1 year with 4 additional one-year periods. (Could go up to 5 years) This would be agreeable by both parties. It also allows either party to get out of the lease by giving 90-day notice anytime.

We are recommending staying with the \$1,500/mo. lease due to Woodson’s providing tax statements that show their property taxes on this property increasing from \$3,078 in 2021 to \$4,090 in 2024. Woodson’s has also been a great partner to Brenham by being in the top 10 of sales tax contributions, which comes back to the City of Brenham. In the past, Woodson also assisted the City of Brenham by allowing us to buy a portion of this tract so we could expand our Recycling Center and make it join Clinton St.

If the Council agrees, we would like to enter into a new lease with Woodson Lumber Co. for the same amount of \$1,500 per month and continue our partnership.

ATTACHMENTS:

1. Woodson Lumber Company Lease Agreement
2. 307 S. Market Street Image

RECOMMENDATION:

Approve a lease agreement between the City of Brenham and Woodson Lumber Co. of Brenham as presented and authorize the Mayor to execute any necessary documentation.

LEASE AGREEMENT

WHEREAS, the City of Brenham, Texas owns the real property and improvements thereon ("Premises") located at 307 S. Market Street in Brenham, Texas; and

WHEREAS, Woodson Lumber Co. of Brenham desires to lease from the City of Brenham the Premises for the purpose of loading and unloading product and materials and for outdoor storage of various building materials;

Now, therefore, this Lease Agreement, hereinafter referred to as "this lease," is made and entered into by and between Woodson Lumber Co. of Brenham, a Texas for profit corporation, (hereinafter referred to as "Lessee") and the City of Brenham, a Texas home-rule municipal corporation, as Lessor (hereinafter referred to as "City").

WITNESSETH:

I.

City, in consideration of the covenants and agreements to be performed by Lessee and upon terms and conditions hereinafter stated, does hereby lease Lessee the Premises located at 307 S. Market Street, Brenham, Texas, said Premises being further described in Exhibit "A" attached hereto and incorporated herein for all purposes. The Term of this lease shall be for a period of one (1) year, commencing on March 31, 2025 and terminating March 30, 2026, with an option to renew for four (4) additional one (1) year periods upon mutual agreement of the parties, provided, however, that City and Lessee shall have the right to terminate this lease as provide elsewhere herein.

II.

For and in consideration of this lease, upon execution hereof by all parties, Lessee shall pay rent in the amount of \$1,500 per month to City during the Term. Payments are due on or before the 10th of each month. Rent payments to Lessor shall be mailed to: P.O Box 1059 Brenham, TX 77834 or delivered to 200 W. Vulcan St Brenham, TX 77833 unless Lessor advises Lessee differently in writing. If any rent payment is not received by Lessor on or before the 10th day of the month, a late fee equal to Five Percent (5%) (\$75.00) of the delinquent payment shall be due from Lessee to Lessor as additional rent.

Lessee hereby accepts the Premises in its "as is" condition. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE. Further, Lessee shall be responsible for any and all improvements to or retrofitting of the Premises as may be required by law for compliance with the Americans with Disabilities Act, as amended, or similar state or federal law, and any regulations promulgated thereunder.

It is also agreed by Lessee that violation of any covenant herein contained shall constitute forfeiture of Lessee's right to occupy the Premises, and City shall be entitled to immediate possession thereof without the necessity of legal proceedings.

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

III.

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

Lessee shall be responsible for the installation, maintenance and expense of its own telephone service and security system.

Lessee shall not permit any mechanic's lien or other lien to be placed upon the Land, Building or Premises, caused by or resulting from work performed, materials furnished, or obligations incurred by or at the request of Lessee, and in the case of such filing of such lien, Lessee agrees to promptly pay the same or otherwise cause the immediate release of the same.

Lessee shall be responsible for all payment of taxes levied or assessed against the Premises and/or personal property located thereon, during the Term.

IV.

Lessee shall, at its own cost and expense, make all improvements needed to use Premises for the purpose of loading and unloading product and materials and for outdoor storage of various building materials.

Lessee shall, at its own cost and expense, keep and maintain all parts of the Premises in good condition, promptly making all necessary repairs and replacements, including but not limited to, windows, interior walls, finish work, floor covering, fixtures, fencing, paved surfaces, pest extermination, mowing and

weed eating, and regular removal of trash and debris. Lessee shall be responsible for structural maintenance of the Building and Premises, including, but not limited to, plumbing, electrical service, and heating and air conditioning. Lessor will not be responsible for any repairs or maintenance of the Premises.

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

City hereby grants Lessee permission to demolish the existing used oil concrete containment structure and Lessee is not required to rebuild said structure upon termination of this lease.

V.

Upon termination of this lease by City or Lessee, City and Lessee agree that Lessee may at Lessee's sole expense, remove its trade fixtures, including equipment, provided that such removal shall not impair the structural integrity of the Premises; such determination shall be made by the City Manager, or his designee acting reasonably, and same shall be binding on the parties hereto: and Lessee shall repair any damages caused by such removal to the reasonable satisfaction of the City Manager, or his designee.

VI.

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

VII.

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

SAME AND DISCHARGE ANY JUDGMENT OR JUDGMENTS THAT MAY BE RENDERED AGAINST CITY IN CONNECTION THEREWITH.

VIII.

The Lessee shall procure and maintain at its sole cost and expense for the duration of this lease insurance against claims for injuries to persons or damages to property that may arise from or in connection with the use and occupancy of the Premises by the Lessee, and the Lessee's agents, representatives, volunteers, employees or subcontractors. The Lessee's insurance coverage shall be primary insurance with respect to the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be considered in excess of the Lessee's insurance and shall not contribute to it. Further, the Lessee shall include the City as an additional insured under its insurance policy. All coverage for subcontractors shall be subject to all the requirements stated herein. Certificates of Insurance and endorsements shall be furnished to the City and approved by the City before occupancy of the Premises by the Lessee.

Standard Insurance Policies Required:

- (a) Commercial General Liability Policy
- (b) Automobile Liability Policy
- (c) Workers' Compensation Policy

General Requirements Applicable to All Policies:

(a) General Liability and Automobile Liability insurance shall be written by a carrier with a A:VIII or better rating in accordance with the current Best Key Rating Guide.

(b) Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.

(c) Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.

(d) "Claims Made" policies will not be accepted.

(e) The City of Brenham, its officials, employees and volunteers, are to be added as "Additional Insured" to the General Liability policy. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.

(f) A Waiver of Subrogation in favor of the City with respect to Workers' Compensation Insurance must be included.

(g) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of Brenham.

(h) Upon request, certified copies of all insurance policies shall be furnished to the City of Brenham.

Commercial General Liability

(a) Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.

(b) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

5. Automobile Liability

(a) Minimum Combined Single limit of \$500,000.00 per occurrence for bodily injury and property damage.

6. Worker's Compensation

(a) Employer's Liability limits of \$100,000.00 for each accident is required.

7. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:

(a) The company is licensed and admitted to do business in the State of Texas.

(b) The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas Department of Insurance.

(c) All endorsements and insurance coverage according to requirements and instructions contained herein.

(d) The form of the notice of cancellation, termination, or change in coverage provisions to the City of Brenham.

(e) Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

IX.

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

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

X.

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

XI.

City may, by written notice to Lessee, immediately terminate this lease, notwithstanding the provisions of Article XII herein, if Lessee fails to operate as described in Section IV on the Premises. Additionally, either party may terminate this lease for any reason, or without cause, upon providing the other party with at least ninety (90) days written notice of termination.

XII.

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

XIII.

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

XIV.

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

XV.

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

XVI.

The lease agreement constitutes the full and final expression of the agreement between City and Lessee, through the entire Term and it may not be amended except by written instrument signed by both parties.

XVII.

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

Woodson Lumber Company
P.O. Box 419
Caldwell, TX 77836

City of Brenham
Attn: Dane Rau
P.O. Box 1059
Brenham TX 77834

XVIII.

This lease is expressly made subject to the ordinances of the City of Brenham, and all applicable state and federal laws. Should any legal action be instituted in

connection with this lease, legal venue for all purposes shall lie exclusively in Washington County, Texas.

XIX.

The parties hereto agree that the prevailing party in any dispute between the parties arising out of this lease shall be entitled to recover its reasonable attorney's fees and costs.

IN TESTIMONY WHEREOF, the parties have hereunto set their hands this the ____ day of _____, 2025.

LESSEE:
WOODSON LUMBER CO.
OF BRENHAM

LESSOR:
CITY OF BRENHAM

By: _____
Ann Chapman, President

By: _____
Atwood C. Kenjura, Mayor

ATTEST:

By: _____

By: _____
Jeana Bellinger, TRMC,
CMC
City Secretary



307 S. Market St.

"Exhibit A"

1 inch = 75 feet





City Council Regular Meeting **AGENDA ITEM 9**

Agenda Item: Discuss and Possibly Act Upon A Professional Services Agreement Between the City of Brenham and Terracon Consultants, Inc. Related to Construction Materials Engineering and Testing Services for the Brenham Fire Department No. 2 and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: March 20, 2025

Department: Purchasing

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

SUMMARY STATEMENT:

In February, the City reached out to Terracon to enter into a professional service agreement (PSA) to perform material testing for the construction of Brenham Fire Station No. 2. This PSA will cover observation and testing of the following: earthwork, reinforcing steel, foundation, masonry, cast-in-place, fireproofing, structural steel, and project management for the duration of the construction. Terracon's work will be performed on a time and materials basis, invoiced at rates indicated on the fee schedule and in accordance with the scope of services at an estimated cost of \$75,260.00, which is approximately 1.2% of the cost of construction. This amount could possibly be reduced due to redundancies and overlap of services and, in those cases, fees would be combined.

Terracon has provided services on several other projects for the City in recent years, from geotechnical to environmental, and has always delivered a quality product.

ATTACHMENTS:

1. Terracon Contract for Fire Department

RECOMMENDATION:

Approve a professional services agreement between the City of Brenham and Terracon Consulting, Inc. related to Construction Materials Engineering and Testing Services for the Brenham Fire Department No. 2 in an amount not to exceed \$75,260.00 and authorize the Mayor to execute any necessary documentation.



March 5, 2025

City of Brenham
PO Box 1059,
Brenham, TX 77834

Attn: Kyle Branham

Subject: Estimate for Construction Materials Engineering and Testing Services
Brenham Fire Station #2
3007 James Nutt Boulevard
Brenham, Washington County, Texas 77833
Terracon Proposal Number PA1251023

Dear Mr. Branham:

Terracon Consultants, Inc. (Terracon) appreciates being selected based on qualifications to provide construction materials testing and engineering services for the above referenced project. This document outlines our understanding of the scope of services to be performed by Terracon for this project and provides an estimate of the cost of our services.

A) PROJECT INFORMATION

The project site is located at 3007 James Nutt Boulevard, in Brenham, Texas. The construction will consist of two buildings and adjacent paving. The first building will have a footprint of approximately 10,460 square feet with straight shaft drilled piers and slab-on-void foundation system supporting a masonry and steel frame. A second building with a footprint of approximately 324 square feet with a slab-on-grade foundation system supporting a masonry frame. Paving for the project will consist of approximately 30,000 square feet of reinforced concrete varying in thickness of 4 inches to 7 inches. The paving will be supported by 6 inches of lime treated subgrade. Utilities consist of sanitary sewer, storm sewer and water lines totaling a rough assumption of 2,030 linear feet with various depths from 4 feet to 6 feet.

Our proposal is based upon the information obtained from the following documents:

- Structural plans, titled: "Brenham Fire Station #2", prepared by Gessner Engineering; dated October 24, 2024;
- Geotechnical Engineering Report, titled: "City of Brenham Fire Station No. 2" prepared by Gessner Engineering; Project number 23-0693; and
- Civil Plans, titled: "Brenham Fire Station #2", prepared by Gessner Engineering; dated October 24, 2024

Proposal for Construction Materials Testing Services

Brenham Fire Station #2 ■ Brenham, Texas

March 5, 2025 ■ Terracon Proposal No. PA1251023



Should any of the above information or assumptions be inconsistent with the planned construction, please let us know so that we may make any necessary modifications to the Budget Estimate.

B) SCOPE OF SERVICES

Field Services Terracon's approach to providing materials engineering services is to assign qualified engineering technicians, directed by Professional Engineers licensed in the state of Texas, to perform the requested testing and observations for your project. The technicians assigned to the project will be qualified and equipped to perform the following field services:

Earthwork Observation and Testing

- a) Sample building general fill, foundation subgrade, utility backfill, and/or select fill material. Prepare and test the samples for Atterberg Limits (ASTM D4318) and Percent Passing the No. 200 Sieve for classification in accordance with USCS. Recommended one test per 500 cubic yards (or 10,000 square feet) for every one foot of fill. Prepare and test soil samples for moisture-density relationship in accordance with ASTM D698 (or applicable procedure).
- b) Sample cement-sand backfill for utility trenches, mold specimens, and perform compressive strength tests in the laboratory.
- c) Perform stabilization evaluation of subgrade soil for proposed chemically treated paving subgrade.
- d) Perform field gradation tests of chemically stabilized subgrade.
- e) Observe proof rolling operations of the building pad and chemically treated paving subgrades, and perform density tests of the building pad subgrade, footing subgrade, select fill, and chemically treated paving subgrade using the nuclear method (ASTM D6938) to determine the moisture content and percent compaction of the soil materials.
- f) Upon meeting compaction and moisture requirements, perform depth checks of chemically stabilized subgrade.
- g) Provide additional testing upon written request and approval by the Client.

Reinforcing Steel Observation and Testing

- a) Observe reinforcing steel prior to concrete placement. We will observe the rebar size, spacing, and configuration. Terracon recommends that we be scheduled a minimum of 24 hours prior to concrete placement.

Proposal for Construction Materials Testing Services

Brenham Fire Station #2 ■ Brenham, Texas

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Foundation Observation and Testing (Drilled Piers)

- a) Observe the installation of the drilled pier foundations. For each pier observed, information regarding shaft depth and auger diameter.
- b) Obtain pocket penetrometer readings on soil cuttings removed during excavation at or near the bearing stratum in order to document the approximate shear strength of the soil.

Masonry Observation, and Mortar and Grout Testing

- a) Provide a qualified technician to observe the placement of reinforcing steel in CMU walls and bond beams on a “as-requested” basis.
- b) Provide a qualified engineering technician to sample the fresh mortar during construction and cast mortar cubes (ASTM C109) for compression strength tests on an “as-requested” basis.
- c) Provide a qualified technician to sample the fresh grout during construction and cast grout prisms (ASTM C1019) for compressive strength tests on an “as-requested” basis.

Cast-in-Place Concrete Observations and Testing

- a) Sample and test the fresh concrete for each mix. Perform tests including slump, air content, unit weight, concrete temperature, and cast test specimens (ASTM C31, C138, C143, C172, C173, and C1064). Per ACI 301, the contractor shall provide a secure area, along with a source of water and electricity in order for Terracon to maintain the initial curing temperature of concrete cylinders (or beams). Failure of the contractor to provide these items may result in an exclusion of Terracon being able to provide the correct initial curing environment as required by ASTM C31. Additional costs are associated with Terracon providing the correct initial curing environment for cylinders and beams and should be discussed during the pre-construction meeting.
- b) Concrete will be sampled at a frequency of 1 set of test cylinders every 100 cubic yards for structural, paving and sidewalk concrete. Terracon requests that a copy of the approved mix design(s) be provided to us prior to placement of the concrete.
- c) Perform compressive strength tests of concrete test cylinders cast in the field (ASTM C1231, C39). Five 4” x 8” concrete cylinders will be prepared for structural concrete having nominal size aggregate of 1¼” or less. One cylinder will be tested at 7 days, three cylinders will be tested at 28 days and one cylinder will be marked for a 56-day HOLD.
- d) ACI 301 and ACI 318 requires that concrete-field related reports be submitted to the concrete supplier. We will add the concrete supplier to the distribution list requested in Section C of this proposal.

Proposal for Construction Materials Testing Services

Brenham Fire Station #2 ■ Brenham, Texas

March 5, 2025 ■ Terracon Proposal No. PA1251023



Fireproofing Observation and Testing

- a) Provide a qualified technician to perform thickness testing and adhesion/cohesion testing on spray-applied, fire-resistant materials (SFRM) and obtain samples SFRM to determine in-place density by displacement method in accordance with ASTM E605 and E736.

Structural Steel Observations

- a) Provide a Certified Welding Inspector (CWI) in the field to visually observe accessible field bolted / welded connections in accordance to applicable AISC and AWS specifications.
- b) Perform visual observations of roof metal decking for placement including overlap, fastener spacing, supports at openings and penetrations, and puddle welds pattern, size and quality.

Project Management/ Administration

A project manager will be assigned to the project to review the daily activity and assist in scheduling the work. Field and laboratory tests will be reviewed prior to submittal. The project manager will monitor the project budget and will oversee the preparation of the final letter and daily reports.

Final Letter

If requested, a final letter will be prepared upon completion of our services. The letter will list services we performed and if our results and/or observation were in compliance. A copy of our test reports will be available with the final letter if requested.

Scheduling Retests

It is the responsibility of your representative to schedule retests in a like manner to scheduling our original services. Terracon shall not be held responsible for retests not performed as a result of a failure to schedule our services or any subsequent damage caused as a result of a lack of retesting.

Additional Services

If you would like us to perform additional work, please contact us and we will issue a short Supplement to Agreement form, or Supplemental Proposal, that outlines the additional work to be performed and associated fees. To authorize us to begin work, you simply return a signed copy of the Supplemental agreement.

Proposal for Construction Materials Testing Services

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C) REPORTING

Our goal is to distribute written reports of field tests and observations within three business days. For reports containing deviations, our goal is to distribute the reports within 24 hours of the field test or observation. Test reports will be distributed via email using CMELMS and COMPASS, proprietary software reporting systems developed by Terracon. Using CMELMS, the project manager is notified immediately of deviations pertaining to densities and concrete field specifications. The project manager is able to keep accurate track of the budget and issue a monthly report, if requested to do so. Using COMPASS, all reports can be uploaded automatically for storage and access by those on the distribution list. Please provide us with a distribution list prior to the beginning of the project. The list should include the company name, address, contact person name, phone number, and email address for each person.

Our reported test locations will typically be estimated by pacing distances and approximating angles and elevations from local control data (staking and layout lines) provided by others on site. The accuracy of our locations will be dependent on the accuracy, availability and frequency of the control points provided by the client and/ or contractor.

D) SCHEDULE

Field testing services will be provided on an “as requested” basis when scheduled by your representative. We do request that you (or your representative) schedule services with our dispatcher at least 24 hours prior to that service being needed. To schedule our services please contact our dispatcher at (979) 846-3767. The dispatch office hours are from 7:00 a.m. to 5:00 p.m. Messages left after business hours will be checked the following business day. Terracon shall not be held responsible for tests not performed as a result of a failure to schedule our services or any subsequent damage caused as a result of a lack of testing. We also recommend that a copy of this proposal be provided to the general contractor so they understand our scope of services and schedule us accordingly. Please note that the number of tests and trips described in the Scope of Services does not constitute a minimum or maximum number of tests or trips that may be required for this project.

Proposal for Construction Materials Testing Services

Brenham Fire Station #2 ■ Brenham, Texas

March 5, 2025 ■ Terracon Proposal No. PA1251023



E) COMPENSATION

Our work will be performed on a time and materials basis invoiced at the rates indicated in the attached fee schedule. Based on the project information available for our review and the construction materials testing services described in the Section B, Scope of Services, we will perform the proposed scope of services for an estimated cost of \$75,260.00. We understand that there may be some redundancies and overlap of services. In these cases, we would expect the fees to be combined, thus reducing the overall cost of our services.

All labor, equipment and transportation charges are billed on a portal to portal basis from our office. There is a three-hour minimum trip charge for all services, excluding sample pickups. Sample pickups will have a one-hour minimum trip charge. Services provided will be based on the unit rates included in the attached Cost Estimate. Please note that this is only a budget estimate and not a not-to-exceed price. Many factors beyond our control, such as weather and the contractor's schedule, will dictate the final fee for our services.

For services provided on an "as requested" basis, overtime is defined as all hours in excess of eight hours per day, outside of the normal hours of 7:00 a.m. to 6:00 p.m. Monday through Friday, and all hours worked on weekends and holidays. Overtime rates will be 1.5 times the hourly rate quoted. All labor, equipment and transportation charges are billed on a portal to portal basis from our office.

Invoices will be generated on a bi-monthly basis for services authorized or requested by you or your designated representative. Terracon's total invoice fee is due within thirty days following final receipt of invoice. Quantities for re-tests, cancellations and stand-by time are not included in our fee.

F) SITE ACCESS AND SAFETY

Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the services and will execute any necessary site access agreement. Terracon will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site.

Proposal for Construction Materials Testing Services

Brenham Fire Station #2 ■ Brenham, Texas

March 5, 2025 ■ Terracon Proposal No. PA1251023



G) TESTING AND OBSERVATION

Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Terracon will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce – not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for notifying and scheduling Terracon so Terracon can perform these services. Terracon shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Terracon's performance of testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Terracon will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.

H) AUTHORIZATION

We have included a copy of our "Agreement for Services." If you agree to the conditions set forth in this document, please sign and return a copy of the accompanying Agreement for Services and an Access Agreement, if applicable, to our office. If you have any questions regarding the terms and conditions in the agreement, or any other aspect of this letter, please feel free to contact us at the information located on the first page of this proposal or via e-mail at alex.dunigan@terracon.com.

We appreciate the opportunity to provide this cost estimate and look forward to the opportunity of working with you.

Sincerely,

Terracon Consultants, Inc.

(TBPE Firm Registration No. F-3272)

A handwritten signature in black ink, appearing to read 'C. Turney'.

Cullen Turney
Project Manager

A handwritten signature in black ink, appearing to read 'Alex Dunigan'.

Alexander W. Dunigan, P.E.
Authorized Project Reviewer

Attachments:

- (1) Budget Estimate
- (2) Agreement for Services

Fee Estimate
Materials Services
Brenham Fire Station #2
Terracon Proposal No. PA1251023

DESCRIPTION	RATE	QUANTITY	UNITS	TRIPS	TOTAL QUANTITY	TOTAL
Laboratory						\$ 10,850.00
General Fill						\$ 1,380.00
Standard Proctor (ASTM D698)	\$ 200.00	4	tests	1	4 \$	800.00
Atterberg Limits Determination (3 pt.) (ASTM D4318)	\$ 75.00	4	tests	1	4 \$	300.00
Sieve Analysis (Washed over #200 sieve) (ASTM D6913)	\$ 70.00	4	tests	1	4 \$	280.00
Utility Fill						\$ 2,090.00
Standard Proctor (ASTM D698)	\$ 200.00	2	tests	1	2 \$	400.00
Atterberg Limits Determination (3 pt.) (ASTM D4318)	\$ 75.00	2	tests	1	2 \$	150.00
Sieve Analysis (Washed over #200 sieve) (ASTM D6913)	\$ 70.00	2	tests	1	2 \$	140.00
Compressive Strength of Soil Cement D1633	\$ 350.00	4	tests	1	4 \$	1,400.00
Lime Treated Subgrade						\$ 2,475.00
Standard Proctor (ASTM D698)	\$ 200.00	6	tests	1	6 \$	1,200.00
Atterberg Limits Determination (3 pt.) (ASTM D4318)	\$ 75.00	9	tests	1	9 \$	675.00
Lime Series	\$ 300.00	1	tests	1	1 \$	300.00
pH Testing	\$ 50.00	6	tests	1	6 \$	300.00
Select Fill						\$ 345.00
Standard Proctor (ASTM D698)	\$ 200.00	1	tests	1	1 \$	200.00
Atterberg Limits Determination (3 pt.) (ASTM D4318)	\$ 75.00	1	tests	1	1 \$	75.00
Sieve Analysis (Washed over #200 sieve) (ASTM D6913)	\$ 70.00	1	tests	1	1 \$	70.00
Concrete						\$ 2,400.00
Compressive Strength of 4" x 8" Cylinder (ASTM C39)	\$ 100.00	24	tests	1	24 \$	2,400.00
Masonry						\$ 2,160.00
Compressive Strength of 2 inch Mortar Cube or 3 inch cylinder	\$ 30.00	36	tests	1	36 \$	1,080.00
Compressive Strength of 3x6 inch Grout Prism	\$ 30.00	36	tests	1	36 \$	1,080.00
Earthwork						\$ 20,735.00
General Fill - Sample Pickup						\$ 310.00
Engineering Technician	\$ 75.00	3	hours	1	3 \$	225.00
Vehicle Charge (Out of Town)	\$ 85.00	1	trips	1	1 \$	85.00
General Fill - Density Testing						\$ 4,200.00
Sr. Engineering Technician	\$ 85.00	4	hours	8	32 \$	2,720.00
Nuclear Gauge (Equipment)	\$ 100.00	1	days	8	8 \$	800.00
Vehicle Charge (Out of Town)	\$ 85.00	1	trips	8	8 \$	680.00
Utility - Sample Pickup						\$ 620.00
Engineering Technician	\$ 75.00	3	hours	2	6 \$	450.00
Vehicle Charge (Out of Town)	\$ 85.00	1	trips	2	2 \$	170.00
Utility - Density Testing						\$ 5,560.00
Sr. Engineering Technician	\$ 85.00	6	hours	8	48 \$	4,080.00
Nuclear Gauge (Equipment)	\$ 100.00	1	days	8	8 \$	800.00
Vehicle Charge (Out of Town)	\$ 85.00	1	trips	8	8 \$	680.00
Site & Paving - Proof Roll						\$ 1,530.00
Sr. Engineering Technician	\$ 85.00	5	hours	3	15 \$	1,275.00
Vehicle Charge (Out of Town)	\$ 85.00	1	trips	3	3 \$	255.00
Lime Treated Subgrade - Gradation & Pickup						\$ 1,770.00
Sr. Engineering Technician	\$ 85.00	5	hours	3	15 \$	1,275.00
Sieve/Gradation	\$ 40.00	2	each	3	6 \$	240.00
Vehicle Charge (Out of Town)	\$ 85.00	1	trips	3	3 \$	255.00
Lime Treated Subgrade - Density Testing & Depth Checks						\$ 2,070.00
Sr. Engineering Technician	\$ 85.00	5	hours	3	15 \$	1,275.00
Nuclear Gauge (Equipment)	\$ 100.00	1	days	3	3 \$	300.00
Lime Treated Subgrade Depth Check	\$ 40.00	2	each	3	6 \$	240.00
Vehicle Charge (Out of Town)	\$ 85.00	1	trips	3	3 \$	255.00
Building Pad - Proof Roll						\$ 1,275.00
Sr. Engineering Technician	\$ 85.00	4	hours	3	12 \$	1,020.00
Vehicle Charge (Out of Town)	\$ 85.00	1	trips	3	3 \$	255.00
Building Pad - Sample Pickup						\$ 620.00
Engineering Technician	\$ 75.00	3	hours	2	6 \$	450.00
Vehicle Charge (Out of Town)	\$ 85.00	1	trips	2	2 \$	170.00
Building Pad - Density Testing						\$ 2,780.00
Sr. Engineering Technician	\$ 85.00	6	hours	4	24 \$	2,040.00
Nuclear Gauge (Equipment)	\$ 100.00	1	days	4	4 \$	400.00
Vehicle Charge (Out of Town)	\$ 85.00	1	trips	4	4 \$	340.00
Concrete						\$ 19,535.00
Site & Paving - Rebar Inspection						\$ 3,060.00
Sr. Engineering Technician	\$ 85.00	2	hours	12	24 \$	2,040.00
Vehicle Charge (Out of Town)	\$ 85.00	1	trips	12	12 \$	1,020.00
Site & Paving - Concrete Testing						\$ 2,820.00
Engineering Technician	\$ 75.00	3	hours	12	36 \$	2,700.00

Fee Estimate
Materials Services
Brenham Fire Station #2
Terracon Proposal No. PA1251023

DESCRIPTION	RATE	QUANTITY	UNITS	TRIPS	TOTAL QUANTITY	TOTAL
Initial Curing Environment	\$ 10.00	1	trips	12	12	\$ 120.00
Site & Paving - Concrete Sample Pickup						\$ 2,790.00
Engineering Technician	\$ 75.00	3	hours	9	27	\$ 2,025.00
Vehicle Charge (Out of Town)	\$ 85.00	1	trips	9	9	\$ 765.00
Piers - Observation, Rebar Inspection & Concrete Testing						\$ 5,425.00
Sr. Engineering Technician	\$ 85.00	8	hours	7	56	\$ 4,760.00
Initial Curing Environment	\$ 10.00	1	trips	7	7	\$ 70.00
Vehicle Charge (Out of Town)	\$ 85.00	1	trips	7	7	\$ 595.00
Pier - Concrete Sample Pickup						\$ 620.00
Engineering Technician	\$ 75.00	3	hours	2	6	\$ 450.00
Vehicle Charge (Out of Town)	\$ 85.00	1	trips	2	2	\$ 170.00
Grade Beams - Rebar Inspection						\$ 850.00
Sr. Engineering Technician	\$ 85.00	4	hours	2	8	\$ 680.00
Vehicle Charge (Out of Town)	\$ 85.00	1	trips	2	2	\$ 170.00
Grade Beams - Concrete Testing						\$ 940.00
Engineering Technician	\$ 75.00	5	hours	2	10	\$ 750.00
Initial Curing Environment	\$ 10.00	1	trips	2	2	\$ 20.00
Vehicle Charge (Out of Town)	\$ 85.00	1	trips	2	2	\$ 170.00
Grade Beams - Concrete Sample Pickup						\$ 620.00
Engineering Technician	\$ 75.00	3	hours	2	6	\$ 450.00
Vehicle Charge (Out of Town)	\$ 85.00	1	trips	2	2	\$ 170.00
Slab on Void - Rebar Inspection						\$ 850.00
Sr. Engineering Technician	\$ 85.00	4	hours	2	8	\$ 680.00
Vehicle Charge (Out of Town)	\$ 85.00	1	trips	2	2	\$ 170.00
Slab on Void - Concrete Testing						\$ 940.00
Engineering Technician	\$ 75.00	5	hours	2	10	\$ 750.00
Initial Curing Environment	\$ 10.00	1	trips	2	2	\$ 20.00
Vehicle Charge (Out of Town)	\$ 85.00	1	trips	2	2	\$ 170.00
Slab on Void - Concrete Sample Pickup						\$ 620.00
Engineering Technician	\$ 75.00	3	hours	2	6	\$ 450.00
Vehicle Charge (Out of Town)	\$ 85.00	1	trips	2	2	\$ 170.00
Structural						\$ 11,190.00
Structural Steel						\$ 5,080.00
Special Inspector	\$ 140.00	8	hours	4	32	\$ 4,480.00
Vehicle Charge (>100 Miles)	\$ 150.00	1	trips	4	4	\$ 600.00
Fire Proofing						\$ 1,190.00
Sr. Engineering Technician	\$ 85.00	6	hours	2	12	\$ 1,020.00
Vehicle Charge (Out of Town)	\$ 85.00	1	trips	2	2	\$ 170.00
Grout & Mortar Testing						\$ 3,060.00
Sr. Engineering Technician	\$ 85.00	5	hours	6	30	\$ 2,550.00
Vehicle Charge (Out of Town)	\$ 85.00	1	trips	6	6	\$ 510.00
Grout & Mortar Sample Pickup						\$ 1,860.00
Engineering Technician	\$ 75.00	3	hours	6	18	\$ 1,350.00
Vehicle Charge (Out of Town)	\$ 85.00	1	trips	6	6	\$ 510.00
Project Management						\$ 12,950.00
Proposal , Project Setup & Project Management						\$ 12,500.00
Assistant Project Manager	\$ 100.00	40	hours	1	40	\$ 4,000.00
Lab Manager	\$ 150.00	10	hours	1	10	\$ 1,500.00
Project Manager	\$ 150.00	40	hours	1	40	\$ 6,000.00
Sr. Manager (APR)	\$ 200.00	5	hours	1	5	\$ 1,000.00
Completion Letter						\$ 450.00
Project Manager	\$ 150.00	3	hours	1	3	\$ 450.00
Total						\$ 75,260.00

AGREEMENT FOR SERVICES

This **AGREEMENT** is between City of Brenham TX ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Brenham Fire Station #2 project ("Project"), as described in Consultant's Proposal dated 03/05/2025 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. When Consultant subcontracts to other individuals or companies, then consultant will collect from Client on the Subcontractors' behalf. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single

limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant: **Terracon Consultants, Inc.**

By:  Date: **3/5/2025**

Name/Title: **Alexander Dunigan, P.E. / Materials
Department Manager**

Address: **6198 Imperial Loop
College Station, TX 77845-5765**

Phone: **(979) 846-3767** Fax: **(979) 846-7604**

Email: **Alex.Dunigan@terracon.com**

Client: **City of Brenham TX**

By: _____ Date: _____

Name/Title: **Atwood C. Kenjura / Mayor**

Address: **PO Box 1059
Brenham, TX 77834-1059**

Phone: **(979) 337-7567** Fax: _____

Email: **jbellinger@cityofbrenham.org**



City Council Regular Meeting **AGENDA ITEM 10**

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

Meeting Date: March 20, 2025

Department: Public Utilities

Staff Contact: Jason Lange , Electric Superintendent

SUMMARY STATEMENT:

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

1. Five-year system study: Provide an electric distribution study per the attached scope (engineer service agreement). The purpose of this study is to identify large electric system improvements needed over the five-year study period. The total contract amount of \$110,000 will be added to the City monthly wholesale power bill over 5 years. The Billing will start April 1, 2025.

2. Visual inspection \$73,900. The purpose of a visual inspection. Visually inspect the distribution system: make a record of the size type general location and general condition of each inspected element both overhead and underground and supply the data to the City of Brenham for map updates. The total contract amount of \$73,900 will be added to the City's monthly wholesale power bill over 5 years. The billing will start on April 1, 2025.

The total cost of the two services: is \$183,900; for 60 monthly payments of \$3,065 and invoice monthly on the power bill starting April 1, 2025.

ATTACHMENTS:

1. 5-year system study 2025

RECOMMENDATION:

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

Scope Additional Information

1. 5-year System Study: \$110,000. Provide an Electric Distribution Study per the attached Scope (Engineering Services Agreement). The purpose of this study is to identify large electric system improvements required over the five-year study period. The total contract amount of \$110,000 will be added to the monthly power billing over 60 months (60 payments of \$1,833.33), monthly, the first billing to be started on April 1, 2025, power billing.
2. Visual Inspection: \$73,900. Provide a Visual Inspection per the attached Scope (Statement of Work, Electrical System Visual Inspection (ESVI)). The total contract amount is \$73,900 but will be added to the month power billing over 60 months (60 payments of \$1,231.67), monthly, the first billing to be started on April 1, 2025, power billing. The contract is based on an estimate of the city's pole count, of 5,912 poles. If the actual pole count varies by +/- 5% then the price will be adjusted at a rate of \$12.50 per pole, plus or minus. This service must be done at the same time as the field work for the 5-year system study (item 1 above) is being performed.
3. Total Cost of the two services: \$183,900; \$3,065/month for 60 payments. Billing/invoicing will be added to the month power billing, starting April 1, 2025.

ENGINEERING SERVICES AGREEMENT

I. Technical Requirements

LCRA shall provide the following engineering services to Customer:

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

ENGINEERING SERVICES AGREEMENT

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

ENGINEERING SERVICES AGREEMENT

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

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

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

II. **Deliverable**

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

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

ENGINEERING SERVICES AGREEMENT

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

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

III. **Confidential Work Product**

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

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

GENERAL DESCRIPTION

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

SCOPE OF WORK

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

DELIVERABLES

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

CUSTOMER SERVICES CONTRACT

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

CUSTOMER SERVICES CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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





City Council Regular Meeting **AGENDA ITEM 11**

Agenda Item: Discuss and Possibly Act Upon RFQ No. 25-006 Related to Engineering and Design Services for the Extension of Aviation Way at the City of Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: March 20, 2025

Department: Development Services

Staff Contact: Jim Halley, Interim Airport Manager

SUMMARY STATEMENT:

In November of 2021, the FAA announced the availability of Infrastructure Investment and Jobs Act (IIJA) funds for airports. The allocations known as Airport Infrastructure Grants (AIG) are allocated to airports for five years. Brenham Municipal Airport was allocated \$295,000 for FY22, \$292,000 for FY23, \$294,000 for FY24, and \$282,000 for FY25. FY26's amount will be announced in December of 2025. Each AIG grant requires a local match of at least 10%.

Airports have until September 30th of the fourth federal fiscal year of availability of funds to have the funds under grant. Due to Texas' involvement in the Federal Aviation Administration's State Block Grant Program, the deadline for Texas' general aviation airports to have a FY22 IIJA grant go to the Texas Transportation Commission for approval is May of 2025. To achieve this deadline, we must have a consultant selected, a fee and scope negotiated, and other items complete by April of 2025.

In accordance with the Brenham Airport Master Plan, we have begun preparations to use our IIJA AIG allocation to complete the design and construction of an extension to Aviation Way and general civil site preparations to allow for future hangar construction. This RFQ is to select a consultant to design a project on which we will use our remaining four years of IIJA funds. We will be agent for the design project and TxDOT Aviation will be agent for the construction phase.

On February 27, 2025, the evaluation committee opened seven statements of qualification from Bartlett and West, Kimley-Horn, KSA, Langan, Michael Baker International, The Solco Group, and Strand Associates. On March 7, 2025, the evaluation committee scored the seven consultants who submitted proposals and ranked Michael Baker International the highest.

ATTACHMENTS:

1. RFQ Evaluation Totals

RECOMMENDATION:

Award of RFQ No. 25-006 related to engineering and design services for the extension of Aviation Way at the City of Brenham Municipal Airport and authorize the Mayor to execute any necessary documentation.



RFQ- 25-006 Engineering and Design Services in Support of Airport Development

	Bartlett and West	Kimley Horn	KSA	Langan	Michael Baker	Solco Group	Strand
Committee Member 1	49	79	86	35	87	78	86
Committee Member 2	61	68	85	38	90	61	87
Committee Member 3	69	83	89	64	94	83	89
TOTALS	179	230	260	137	271	222	262



City Council Regular Meeting
AGENDA ITEM 13

Agenda Item: **Section 551.071, Texas Government Code - Consultation with Attorney - Consultation with City Attorney Concerning City of Brenham's Police Department Operations, Personnel, and Associated Matters**

Meeting Date: March 20, 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.