



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, MARCH 7, 2024 AT 1:00 PM
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN STREET
BRENHAM, TEXAS**

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags - Councilmember Leah Cook**
- 3. Retirement Recognition - Ron Parker, Brenham Police Department**
- 4. Service Recognition**
 - ◆ **Jon Babb - Wastewater Construction, 5 Years**
- 5. Police Department Promotions**
 - ◆ **Jose Perez, Sergeant**
 - ◆ **Tiffany Anderson, Corporal**
- 6. Citizen Comments**

CONSENT AGENDA

7. 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.

- 7.a. Approve the Minutes from the February 1, 2024 Regular City Council Meeting, February 15, 2024 Regular City Council Meeting, and February 22, 2024 Special City Council Meeting**
- 7.b. 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

- 7.c. Approve a Customer Services Contract Between the City of Brenham and the Lower Colorado River Authority (LCRA), in the Amount of \$95,219.54 for Substation Maintenance and Testing, and Authorize the Mayor to Execute Any Necessary Documentation**
- 7.d. Approve the Appointment of David Romo and Bridgit Williams to the City of Brenham's Police Citizens Advisory Board for Terms Ending on December 31, 2026, and Authorize the Mayor to Execute Any Necessary Documentation**
- 7.e. Approve the Re-Appointment of Brian Ross to the City of Brenham's Police Citizens Advisory Board for a Term Ending December 31, 2026, and Authorize the Mayor to Execute Any Necessary Documentation**
- 7.f. Approve the Ratification of a Purchase from ERAD Group, Inc. in the Amount of \$4,950.00, from Seized Narcotics Funds, Related to the Purchase of ERAD FCIS Solution Bundle and Authorize the Mayor to Execute Any Necessary Documentation**

REGULAR SESSION

- 8. Discuss and Possibly Act Upon Approval of Ordinance No. O-24-004 of the City of Brenham, Texas, Authorizing the Issuance and Sale of City of Brenham, Texas, Combination Tax Revenue Certificates of Obligation, Series 2024, Levying a Tax in Payment Thereof; Authorizing the Execution and Delivery of a Purchase Agreement and a Paying/Agent Registrar Agreement; Approving the Official Statement; and Enacting Other Provisions Relating Thereto**

WORK SESSION

- 9. Presentation and Discussion on the Tax Phase-In Compliance Review Committee**
- 10. Presentation and Discussion on FY 23-24 First Quarter Financial Reports**

RE-OPEN REGULAR SESSION

- 11. Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending the City of Brenham's FY23-24 Adopted Budget**
- 12. Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending**

the Official Zoning Map of the City of Brenham, to Change the Zoning District from a Single-Family Residential District (R-1) to a Planned Development District (PDD) on Approximately 28.09 Acres of Land Generally Located on Northwest Corner of W. Jefferson Street and N. Saeger Street, Being Further Described as a Portion of Tract 82 of the Phillip Coe Survey, A-31, in Brenham, Washington County, Texas (Case Number P-24-001)

- 13. Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending the Rate Tariff Schedules for the City of Brenham Water Services**
- 14. Discuss and Possibly Act Upon Award of Bid Concerning Project No. 65C-56C for the 2023 Brenham Business Center Sanitary Extension and Authorize the Mayor to Execute Any Necessary Documentation**
- 15. Discuss and Possibly Act Upon an Agreement Between the City of Brenham and Aqua Metric for Services Related to the Installation of a Second Advanced Metering Infrastructure Base Station and Authorize the Mayor to Execute Any Necessary Documentation**
- 16. Discuss and Possibly Act Upon an Ordinance on Its First Reading to Repeal Ordinance No. O-15-019 Relating to the Non-Exclusive Franchise Granted to General Site Services (GSS) Dumpster Service to Operate a Roll-Off Container Service for Residents, Businesses, and Industries Inside Brenham City Limits**
- 17. Discuss and Possibly Act Upon an Ordinance on Its First Reading to Grant a Non-Exclusive Franchise to Chunk My Junk, LLC DBA Drop and Go Dumpsters to Operate a Roll-Off Container Service for the Residents, Businesses, and Industries Inside Brenham City Limits**
- 18. 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

- 19. Section 551.071, Texas Government Code - Consultation with Attorney - Consultation with City Attorney Regarding Commonwealth Development, Inc. v. City of Brenham, Texas; Fair Housing Case No. 06-22-3294-8**

20. Section 551.071 Texas Government Code - Consultation with Attorney - Consultation with City Attorney Regarding Legal Issues Concerning the City of Brenham Waste Water Treatment Plant, the Federal Emergency Management Agency, 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 4th at 12:00 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 _____, 2024 at _____ a.m./p.m.

Signature

Title

Brenham City Council Minutes

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

Members Present:

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

Members Absent:

Councilmember Leah Cook

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 Debbie Gaffey, Assistant General Manager of Public Utilities Alton Sommerfield, Director of Water/Wastewater Bobby Keene, Director of Finance Stacy Hardy, Director of Public Works Dane Rau, Director of HR and Risk Management Susan Nienstedt, Asst. Police Chief Lloyd Powell, Interim Fire Chief Ray Cooper, Development Services Director Stephanie Doland, Economic & Community Development Director Teresa Rosales, Kyle Branham, Shawn Bolenbarr, Robin Hutchens, Shauna Laauwe, Tammy Jaster, Curtiss Schoen, Kelvin Raven, Steven Eilert, Zachary Greig, Alex Saenz, Terrence Johnson, John Snowden, Michele Glenz, Kevin Boggus, Daniel McCracken, Jerry Saldivar, and Joshua Daniels.

Citizens/Others Present:

Mark Feldhake, Camaron Pruiett, Lindi Braddock, Blyss McGinley, Ken Watson, Marie Watson, Diane Kettler, Lynette Sheffield, LeeAnn Bleyl, Carol Blum, David Beckworth, Daniel Beamon, Blake Lucherk, Clayton Collier, William Holzer, Don Voelter, Eddie Colanter, H. Williams, Douglas Schoppe, Susan Buddeke, Daryl Luchemeyer, Limmy Lawhorn, Bill Rankin, Brad Tegeler, Roger Ross, Emil Mokny, Candice Bullock, Paula Baker, Steve Sefcik, Deanna Alfred, Michael Ancone, Andrea Fischer, Michaela Eckermann, Samantha Pietsch, Glenda Nochez, Duston Eckermann, Michelle Panko, Jon Hill, Lyndi Braddock, Lynette Sheffield, Ryan Keith, Elizabeth Price, Bill Rankin, Greg Appel, Steven Groves, Jay Alexander, Walt Edmonds, and Bob Marcus.

Media Present:

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

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags - Mayor Pro Tem Kolby**
- 3. Service Recognitions**
 - **Zackary Greig - Police Department - 5 years**
 - **John Snowden - Police Department - 20 years**
 - **Michele Glenz - Wastewater Treatment - 35 years**
- 4. Citizen Comments**

No citizen comments were heard.

CONSENT AGENDA

- 5. Statutory Consent Agenda**
 - 5.a. Approve the Minutes from the January 18, 2024, Regular City Council Meeting**
 - 5.b. Approve Resolution No. R-24-002 Authorizing the Submission of a Grant Application to the Office of the Governor (OOG), Public Safety Office, Homeland Security Grants Division, (LETPA Projects) for One (1) DJI Matrice 350 RTK Drone and Applicable Equipment**
 - 5.c. Approve Resolution No. R-24-003 Authorizing the Submission of a Grant Application to the Office of the Governor (OOG), Public Safety Office, Criminal Division for the FY25 Rifle-Resistant Body Armor Grant Program**
 - 5.d. Approve Resolution No. R-24-004 Authorizing the Submission of a Grant Application to the Office of the Governor (OOG), Public Safety Office, Bullet-Resistant Shield Grant Program FY25, for Two (2) Hardwire Level 3 Ballistic Shields**
 - 5.e. Approve Resolution No. R-24-005 Authorizing the Submission of a Grant Application to the Office of the Governor (OOG), Public Safety Office, Body-Worn Camera Grant Program FY25**

5.f. Approve the Submission of a Grant Application Through the Community Development Partnership Program (CDPP) Offered by the Lower Colorado River Authority (LCRA), in the Amount of \$25,000.00 for the Purchase of Two (2) Electronic Message Boards for the City of Brenham Street Department and Authorize the Mayor to Execute Any Necessary Documentation

A motion was made by Councilmember Canales and seconded by Councilmember Saunders to approve Consent Agenda Items 5.a. through 5.f. with the revisions to Items 5.b., 5.c., and 5.e., as presented.

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

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

No: None

Absent: Councilmember Cook

PUBLIC HEARING

6. Public Hearing to Consider the Recommendations of the Capital Improvements Advisory Committee (CIAC) Related to the Proposed Adoption of an Ordinance Imposing Impact Fees for Water, Wastewater and Roadways

Ryan Tinsley from Stand Engineering presented the following information to City Council on impact fees:

- What is an Impact Fee?
- Impact Fee Development Process and Timeline
- Land Use Assumptions and Service Boundary for Water and Wastewater Impact Fees
- Water Capital Improvement Plans for Regulatory Compliance and Quality Service
- Wastewater Capital Improvement Plans for Regulatory Compliance and Reduction of Sewer Surcharging and Overflows
- Roadway Capital Improvement Plans for Capacity on Collector and Arterial Roadways
- Local Government Code Allows Credit to Developers: Revenue Credit and 50 Percent Credit
- Impact Fee Supported by Review of Impact Fees Recently Adopted by Neighboring Communities

Director of Development Services Stephanie Doland advised that the Capital Improvements Advisory Committee (CIAC) met on January 23, 2024 to deliberate and determine a recommendation concerning impact fees to be assessed on water, wastewater and roadways. Doland stated that the CIAC's recommendation is as follows:

- Adopt impact fees for water at 90% of the Maximum Assessable Rate which would be \$4,794, per service unit.
- Adopt impact fees for wastewater at 20% of the Maximum Assessable Rate which would be \$620, per service unit.
- To accept the results of the Roadway Impact Fee Study but to adopt a \$0 impact fee for roadways.

The following citizens addressed the City Council:

- Ryan Keith from PlanNorth Architectural stated that the driving factor for impact fees is population and expressed concerns about the statistics being taken from a magazine that compared Dallas and New Orleans. Keith asked that City Council consider tabling this item to do more of due diligence on this topic.
- Lindi Braddock stated that she did not agree with implementing impact fees that would increase the cost to develop to developers and then to home buyers. Braddock stated that Brenham has a low tax rate and that there is room to increase taxes to help offset infrastructure costs.
- Lynette Sheffield asked if there would be exceptions to low income housing developments and if impact fees would keep water rate from increasing. Sheffield stated that she does not want Brenham to price ourselves out of the market.
- Elizabeth Price explained that she is not concerned about the implementation of impact fees because she does not feel it is fair to ask current ratepayers to pay for the new development coming to Brenham.
- Bill Rankin read a letter from Washington County Chamber President Jamie Rankin requesting that Council table this item to give the business community more time to consider it.
- Steven Groves with Stylecraft stated that he understands the City needs to plan for the future; however, home buyers cannot afford any additional fees, so they will not buy here.
- Walt Edmonds stated he does not want a development moratorium and having these fees has stopped growth in other cities. Edmonds suggested freezing utility rates for the elderly similar to what is done with property taxes. Edmonds asked if impact fees shut down development, where will money come from?
- Bob Marcus advised that he is a long time resident of Brenham and is

not in favor of putting the costs of new development on the current residents.

PUBLIC HEARING AND ASSOCIATED ACTION ITEM

7. Public Hearing, Discussion and Possible Action on an Ordinance on Its First Reading Amending the Official Zoning Map of the City of Brenham, to Change the Zoning District from a Single-Family Residential District (R-1) to a Planned Development District (PDD) on Approximately 28.09 Acres of Land Generally Located on Northwest Corner of W. Jefferson Street and N. Saeger Street, Being Further Described as a Portion of Tract 82 of the Phillip Coe Survey, A-31, in Brenham, Washington County, Texas (Case Number P-24-001)

City Planner Shauna Laauwe presented this item. Laauwe advised that the property owner, Clayton and Kelli Collier and the applicant, Daniel Beamon of Beamon Engineering, are requesting the 28.09-acres be rezoned to Planned Development District (PDD) for the development of a single-family home subdivision. Laauwe advised that the subject property is an approximate 28.09-acre tract of vacant land generally located on the northwest corner of W. Jefferson Street and N. Saeger Street, being addressed as 1402 W. Jefferson Street and further described as a portion of Tract 82 of the Phillip Coe Survey, A-31, in Brenham, Washington County, Texas and currently zoned Single-Family Residential District (R-1).

Laauwe advised the proposed PDD, Wilkins Valley, would establish the underlying base zoning district as Residential (R-1) for the construction of single-family dwellings. Laauwe advised that the applicants are proposing development standards that include reductions in some City standards such as lot size, lot width and side yard setbacks, in exchange for amenities that intend to improve the quality of life within the new subdivision for instance, sidewalks, park amenities, and trails.

Laauwe advised that the Planning and Zoning Commission held a public hearing on the rezoning request on January 22, 2024. Laauwe advised that a resident of the Meadowlark Subdivision to the south, residents of 1300 Shepard Street, and Grace Lutheran Church expressed concerns against the request. Laauwe advised that the concerns consisted of increased traffic, property values, and the alignment of Saeger Street. Laauwe advised that after discussion, the Planning and Zoning Commission voted unanimously in favor of the request with additional recommendations of an additional common area with trees being required along the lots abutting W. Jefferson Street and working with Grace Lutheran Church and the City to acquire right-of-way to align the N. Saeger extension with the existing roadway to the south.

Several members from the Grace Lutheran Church were in attendance and expressed concerns about the alignment of Saeger Street being so close to the church property and how that would affect traffic and safety for their students. Public Works

Director Dane Rau advised that he and Laauwe met recently with representatives from the church and are awaiting their response in regards to concerns related to the alignment and construction of Saeger Street. Rau advised Council that staff is hoping to get a response back from the church soon.

A motion was made by Councilmember Saunders and seconded by Councilmember Wright to table action on the Ordinance on its first reading amending the Official Zoning Map of the City of Brenham on its first reading amending the Official Zoning Map of the City of Brenham, to change the Zoning District from a Single-Family Residential District (R-1) to a Planned Development District (PDD) on approximately 28.09 acres of land generally located on Northwest Corner of W. Jefferson Street and N. Saeger Street, being further described as a portion of Tract 82 of the Phillip Coe Survey, A-31, in Brenham, Washington County, Texas (Case Number P-24-001) until March 7, 2024.

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

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

No: None

Absent: Councilmember Cook

REGULAR SESSION

- 8. Discuss and Possibly Act Upon Ordinance No. O-24-002 on Its Second Reading Amending Appendix A - Zoning of the Code of Ordinances of the City of Brenham Granting a Specific Use Permit to Allow a Food Truck Park in a B-1, Local Business/Residential Mixed Use Zoning District on Property Located at the Southeast Corner of the Intersection of N. Park Street and Brookside Drive, and Being 2.6051 Acres Described as Scenic Estates, Section IV, Reserve A (1.9257 Acres) and Reserve B2 (0.6794 Acres) out of the Arabella Harrington Survey in Brenham, Washington County, Texas (Case No. P-23-043)**

City Planner Shauna Laauwe presented this item. Laauwe advised that the Ordinance being presented for second reading has not changed since it was presented at the January 18, 2024 Council Meeting and includes the six (6) conditions as recommended by the Planning and Zoning Commission: (1) replat the lot into one commercial lot; (2) add screening fence or hedge of at least 6-foot along the east property line; (3) lighting be downcast and directed away from residential properties; (4) landscaping be provided along N. Park Street; (5) provide a pedestrian traffic plan; and

(6) provide for oversize vehicle parking.

A motion was made by Councilmember Canales and seconded by Councilmember Saunders to approve Ordinance No. O-24-002 on its second reading amending Appendix A - Zoning of the Code of Ordinances of the City of Brenham granting a Specific Use Permit to allow a Food Truck Park in a B-1, Local Business/Residential Mixed Use Zoning District on property located at the Southeast Corner of the Intersection of N. Park Street and Brookside Drive, and being 2.6051 acres described as Scenic Estates, Section IV, Reserve A (1.9257 Acres) and Reserve B2 (0.6794 Acres) out of the Arabella Harrington Survey in Brenham, Washington County, Texas (Case No. P-23-043).

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

Yes: Mayor Kenjura, Councilmember Canales, Councilmember LaRoche, Councilmember Saunders, Councilmember Wright

No: None

Abstain: Mayor Pro Tem Kolby

Absent: Councilmember Cook

9. Discuss and Possibly Act Upon the Possible Amendment of, Modification of Scope of Work of, and/or Other Project Changes Related to Contract No. 22-085-049-D302 Between the City of Brenham and the Texas General Land Office for Community Development Block Grant Mitigation Program Infrastructure Projects Non-Research & Development Mitigation Funding Concerning the Hogg Branch Creek Flood and Drainage Facilities Improvements, and Authorize the Mayor to Execute Any Necessary Documentation

Director of Public Works Dane Rau presented this item. Rau advised that in 2020 the City of Brenham applied for two grants which stemmed from state disasters associated with the 2016 Floods and Hurricane Harvey. The City was awarded both grants valued at \$5,001,643.00, for Hurricane Harvey, and \$3,4000.00, for the 2016 Floods.

Rau advised that the City has worked with Public Management, Strand Engineering, Terracon Consultants, and the General Land Office to review the requirements of the CDBG-MIT grant (2016 Flood) for the Hogg Branch Creek Flooding and Drainage Project and has already expensed \$375,781 for services related to the grant.

Rau advised that the Hogg Branch Project is very complex and has not been

received well from the 42 property owners along the channel that stretches from Market St. to E. Alamo St. Rau advised that during the flood events no significant flooding issues were noted pertaining to dwellings or loss of life. Rau stated he believes that this project was chosen due to the nature of this channel and with the hopes of aesthetically changing the look of it along and cleaning up the area so the private property owners didn't have to maintain the erosion as it encroached on their infrastructure.

Rau advised the he has concerns about the following issues that could potentially put the City in a situation where the outcome would not be positive for the City and would be very costly:

1. Significant loss of vegetation along the channel and how it would affect the flow of water downstream.
2. Cost to the City for continued maintenance of the channel.
3. Project costs have increased significantly due to inflation.
4. Acquisition of easements are required and must be obtained through donation, fair market value purchase or eminent domain.
5. Opposition of property owners along the channel.
6. Grant only allows for a short timeline for completion.
7. No significant issues along this channel in the past.

Rau advised that after weighing the pros and cons of this grant, staff does not feel comfortable moving forward with the project. Rau advised that, in his opinion, it would be in the best interest of the City and the taxpayers to defer the 2016 Flood Grant, \$3,400,000.00, and reimburse the General Land Office the \$375,781.00, for what has been expensed to date. Rau advised then staff could focus on the Hurricane Harvey grant, \$5,400,000.00, which includes 10 drainage projects in an area of town that really needs the improvements.

A motion was made by Councilmember Canales and seconded by Mayor Pro Tem Kolby to approve the deletion of, modification of scope of work, and/or other project changes related to Contract No. 22-085-049-D302 between the City of Brenham and the Texas General Land Office for Community Development Block Grant Mitigation Program Infrastructure Projects Non-Research & Development Mitigation Funding, specifically approving the deletion of the Hogg Branch Creek Flood and Drainage Facilities Improvements Project from Market Street to Alamo Street from the Infrastructure Activities project list and authorize the Mayor to execute any necessary documentation.

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

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

No: None

Absent: Councilmember Cook

10. Administrative/Elected Officials Report

City Manager Carolyn Miller reported the following:

- February 5th and every Monday in February from 6:00-6:30 at the Cannery Kitchen in Brenham celebrating Black History Month
- February 7th is the birthday celebration for Nancy Carol Roberts Memorial Library from 3:00-5:00 p.m.

Council adjourned into Executive Session at 4:03 p.m.

EXECUTIVE SESSION

11. Section 551.071, Texas Government Code - Consultation with Attorney - Consultation with City Attorney Regarding Commonwealth Development, Inc. v. City of Brenham, Texas; Fair Housing Case No. 06-22-3294-8

12. Section 551.074, Texas Government Code - Personnel Matters - Discussion Concerning the Appointment, Employment, Evaluation, and Duties of a New City Manager, Including But Not Limited To the Review of Applicants for the City Manager Position, and Associated Issues

Executive Session adjourned at 4:59 p.m.

ADJOURN

Atwood C. Kenjura
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

Brenham City Council Minutes

A Regular Meeting of the Brenham City Council was held on Thursday, February 15, 2024 beginning at 1:00 PM in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members Present:

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

Members Absent:

None

City of Brenham Staff Present:

City Manager Carolyn Miller, City Attorney Cary Bovey, City Secretary/Director of Administrative Services Jeana Bellinger, General Manager of Public Utilities Debbie Gaffey, Assistant General Manager of Public Utilities Alton Sommerfield, Director of Water/Wastewater Bobby Keene, Director of Public Works Dane Rau, Strategic Budget Officer Tim McRoberts, Director of HR and Risk Management Susan Nienstedt, Asst. Police Chief Lloyd Powell, Development Services Director Stephanie Doland, Economic & Community Development Director Teresa Rosales, Robin Hutchens, Kyle Branham, Shawn Bolenbarr, Jessica Perez, Stephen Draehn, Curtiss Schoen, Steven Eilert, Jerry Saldivar, and Daniel McCracken.

Citizens/Others Present:

Megan Kirkland, Chris Ekrut, Mary Ann Chelf, Bruce Chelf, Debi Roberson, David Roberson, Calvin Kossie, Mike Brannon, Kyle Merten, Mark Feldhake, Deanna Alfred, Elizabeth Price, Cyndee Smith, and Blake Brannon.

Media Present:

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

1. Call Meeting to Order

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

3. Citizen Comments

No citizen comments were heard.

CONSENT AGENDA

4. Statutory Consent Agenda

4.a. Approve the Minutes from the January 29, 2024, Special Council Meeting

4.b. Approve the Purchase of One (1) Vermeer Hydro-Vac Unit for the City of Brenham Central Fleet from Vermeer of Texas-Louisiana through Buyboard Contract No. 684-22 in the Amount of \$65,900.00 and Authorize the Mayor to Execute Any Necessary Documentation

A motion was made by Councilmember Wright and seconded by Councilmember Saunders to approve Consent Agenda Items 4.a. through 4.b. 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

WORK SESSION

5. Discussion and Presentation on City of Brenham Water Rate Study by NewGen Strategies and Solutions, LLC

Chris Ekrut from NewGen Strategies and Solutions, LLC. presented this item and provided the following information to the City Council:

- Current Utility Fund Summary

- Cost of Service by Rate Class
- Minimum Charges by Meter Size - Commercial
- Proposed Rate Plan - 3 Year Step Rate Increase
- Proposed Utility Fund Summary
- Utility Bill Impacts Over Next 3-Years
- Regional Utility Bill Comparisons

REGULAR SESSION

6. Discuss and Possibly Act Upon the Purchase of Two (2) Ford F-150 Responder Trucks for the City of Brenham Police Department through The Interlocal Purchasing System (TIPS) and Authorize the Mayor to Execute Any Necessary Documentation

Maintenance Supervisor Stephen Draehn presented this item. Draehn advised that the Maintenance Department is seeking to purchase two (2) Ford F-150 Responder Trucks for fiscal year 2024 for use by the Police Department. Draehn advised that these vehicles were approved in the FY24 adopted budget and came in under budget. Draehn advised that staff obtained quotes for these vehicles from Silsbee Fleet Group - Silsbee Ford on TIPS contract 210907 for Automobiles for \$107,922.50, which does not include equipment installation for the vehicles. Draehn advised that the additional equipment will be purchased on a separate purchase order and installed in-house by City Maintenance personnel.

A motion was made by Mayor Pro Tem Kolby and seconded by Councilmember Saunders to approve the purchase of two (2) Ford F-150 Responder trucks for the City of Brenham Police Department from Silsbee Ford through The Interlocal Purchasing System (TIPS) in the amount of \$107,922.50 and authorize the Mayor to execute any necessary documentation.

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

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

No: None

Absent: None

7. Discuss and Possibly Act Upon the Purchase of Four (4) Dodge Durangos for the City of Brenham Police Department through The Interlocal Purchasing System (TIPS) and Authorize the Mayor to Execute Any Necessary

Documentation

Maintenance Supervisor Stephen Draehn presented this item. Draehn advised that the Maintenance Department is seeking approval to purchase four (4) Dodge Durango Police Package Vehicles for use by the Police Department that were approved in the FY24 adopted budget. Draehn advised that staff obtained quotes for these vehicles from Silsbee Fleet Group – Donalson CDJR, LLC on TIPS contract 210907 for Automobiles for \$203,415.00, which came in under budget. Draehn advised that this price does not include the additional equipment, but there will be costs savings by having the Maintenance Department install all additional equipment.

A motion was made by Councilmember Saunders and seconded by Councilmember Wright to approve the purchase of four (4) Dodge Durangos for the City of Brenham Police Department from Donalson CDJR through The Interlocal Purchasing System (TIPS) in the amount of \$203,415.00 and authorize the Mayor to execute any necessary documentation.

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

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

No: None

Absent: None

8. Discuss and Possibly Act Upon Bid No. 24-002 for Chlorine and Sulfur Dioxide Chemicals and Authorize the Mayor to Execute Any Necessary Documentation

Purchasing & Public Works Project Manager Kyle Branham presented this item. Branham advised that for the last year, the City has been requesting quotes on a quarterly basis for Chlorine and Sulfur Dioxide due to the volatility of the market.

Branham stated that with the market beginning to stabilize, annual bids were solicited in January and City received 3 bids. Branham explained that PVS DX, Inc submitted the lowest annual bid at \$2,208.00/ton for Chlorine and \$2,008.00/ton for Sulfur Dioxide, which also includes a \$10.80 excise tax on orders and a \$50.00 monthly rental per cylinder.

A motion was made by Councilmember Canales and seconded by Councilmember Saunders to award Bid No. 24-002 for Chlorine and Sulfur Dioxide to PVS DX, Inc. in the amount of \$2,208.00/ton for Chlorine and \$2,008.00/ton for Sulfur

Dioxide and authorize the Mayor to execute any necessary documentation.

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

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

No: None

Absent: None

9. Discuss and Possibly Act Upon the Rejection of All Bids Submitted in Response to RFP No. 23-010 Related to the Jackson Street Substation Underground Feeder Exit Relocation, Phase 1, and Authorize the Mayor to Execute Any Necessary Documentation

Deputy General Manager of Public Utilities Alton Sommerfield presented this item. Sommerfield advised that in January 2024, the City opened bids for the Jackson Street Substation Underground Feeder Exit Relocation. Sommerfield advised that staff received 3 bids for the project with the lowest bid from Boettcher Hlavinka Co, for \$481,488.10, which surpassed the budgeted amount of the project at \$144,000.

Sommerfield advised that since the bid came in considerably higher than what was budgeted, staff would like Council to reject all the bids and allow staff time to reevaluate the size and scope of the project.

A motion was made by Councilmember Canales and seconded by Councilmember Wright to reject all bids submitted in response to RFP No. 23-010 related to the Jackson Street Substation Underground Feeder Exit Relocation, Phase 1, and authorize the Mayor to execute any necessary documentation.

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

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

No: None

Absent: None

10. Discuss and Possibly Act Upon an Ordinance on Its First Reading Adopting

Chapter 28, Impact Fees, of the Code of Ordinances of the City of Brenham, Texas

Director of Development Services Stephanie Doland presented this item. Doland advised that in May 2024 the Brenham City Council approved a Professional Services Agreement with Strand Associates, Inc. to perform an Impact Fee Study in accordance with Chapter 395 of the Texas Local Government Code. Doland advised that impact fees for water, wastewater and roadways were evaluated to help finance infrastructure improvements needed in response to growth and new development. Doland advised that impact fees reduce the economic burden on existing citizens by sharing development costs associated with new development. Doland advised that following the Council's approval of the Capital Improvements and Land Use Assumptions in December 2023, a Public Hearing on the imposition of impact fees on new development was held in February.

Doland advised that in accordance with Texas Local Government Code 395.051, the approval of an Ordinance adopting impact fees shall be done within 30-days of the date of the Public Hearing on the imposition of an impact fee. Doland stated that the CIAC recommends the following:

- Impact Fees for Water at ninety percent (90%) the Maximum Assessable Rate;
- Impact Fees for Wastewater at twenty percent (20%) the Maximum Assessable Rate; and
- To accept the results of the Roadway Impact Fee Study and not to adopt an Impact Fee for Roadways.

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

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

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

No: None

Absent: None

11. Administrative/Elected Officials Report

City Manager Carolyn Miller advised City Council on the following:

- Ratings call with Standards and Poor will be next week.
- Next City Council meeting will be on March 7th.

Council adjourned into Executive Session at 2:24 p.m.

EXECUTIVE SESSION

- 12. Section 551.071, Texas Government Code - Consultation with Attorney - Consultation with City Attorney Regarding Commonwealth Development, Inc. v. City of Brenham, Texas; Fair Housing Case No. 06-22-3294-8**
- 13. Section 551.074, Texas Government Code - Personnel Matters - Discussion Concerning the Employment and Duties of the City Manager, and Associated Matters**

Executive Session adjourned at 3:20 p.m.

ADJOURN

Atwood C. Kenjura
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

Brenham City Council Minutes

A Special Meeting of the Brenham City Council was held on Thursday, February 22, 2024 beginning at 1:00 PM in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members Present:

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

Members Absent:

Councilmember Adonna Saunders

City of Brenham Staff Present:

City Manager Carolyn Miller, City Secretary/Director of Administrative Services Jeana Bellinger, General Manager of Public Utilities Debbie Gaffey, Assistant General Manager of Public Utilities Alton Sommerfield, Strategic Budget Officer Tim McRoberts, Director of HR and Risk Management Susan Nienstedt, Interim Fire Chief Ray Cooper, Acting Police Chief Lloyd Powell, Development Services Director Stephanie Doland, Robin Hutchens, Shauna Laauwe, and Daniel McCracken.

Citizens/Others Present:

None

Media Present:

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

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

No citizen comments were heard.

WORK SESSION

4. Discussion and Presentation on the City of Brenham Charter

City Secretary/Director of Administrative Services Jeana Bellinger presented this item. Bellinger advised that the work session is to provide an introduction to the City's Charter and history. Bellinger stated that the Charter mandates that it be reviewed every five (5) years for any possible revisions or updates and was last reviewed in 2019; however, the last time the Charter was amended was in 2015.

Bellinger presented the following:

- What is a Home Rule City
- What is a Home Rule Charter
- History of Brenham's Charter
- What's in the City of Brenham's Charter
- Should the City Change it
- How Does the City Change it
- When Does the City Change it
- What's the Process

REGULAR SESSION

5. Discuss and Possibly Act Upon Ordinance No. O-24-003 on Its Second Reading Adopting Chapter 28, Impact Fees, of the Code of Ordinances of the City of Brenham, Texas

Director of Development Services Stephanie Doland presented this item. Doland advised that the Ordinance had not changed since the last reading. Doland advised that the recommendation is still as follows:

- Impact Fees for Water at ninety percent (90%) the Maximum Assessable Rate;
- Impact Fees for Wastewater at twenty percent (20%) the Maximum Assessable Rate; and
- To accept the results of the Roadway Impact Fee Study and not to adopt an Impact Fee for Roadways.

A motion was made by Mayor Pro Tem Kolby and seconded by Councilmember Wright to approve Ordinance No. O-24-003 on its second reading adopting Chapter 28, Impact Fees, of the Code of Ordinances of the City of Brenham, Texas.

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

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

No: None

Absent: Councilmember Saunders

6. Administrative/Elected Officials Report

City Manager Carolyn Miller reported the following:

- The City's bond rating remained AA-
- March 4th - Fire Department Tours at New Braunfels and San Marcos
- March 7th - Regular City Council Meeting

ADJOURN

Atwood C. Kenjura
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary



City Council Regular Meeting **AGENDA ITEM 7.b**

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 7, 2024

Department: Public Utilities

Staff Contact: Alton Sommerfield, Deputy GM of Public Utilities

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. This agreement allows the City to use services of programs that LCRA has available. McCoy Tree Surgery, Inc. will perform the work in accordance with the terms and specifications between LCRA and the Contractor.

The contract is for \$148,659.84 and was budgeted in the 2023-2024 budget process at \$155,000.00.

ATTACHMENTS:

1. LCRA Customer Service Contract

RECOMMENDATION:

Approve a 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.

**CUSTOMER
SERVICES CONTRACT**

CUSTOMER: City of Brenham
P.O. Box 1059
Brenham, TX 77834
Attn: Alton Sommerfield

DATE SUBMITTED: February 1, 2024

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 29, 2024, 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 Council Regular Meeting
AGENDA ITEM 7.c

Agenda Item: **Approve a Customer Services Contract Between the City of Brenham and the Lower Colorado River Authority (LCRA), in the Amount of \$95,219.54 for Substation Maintenance and Testing, and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Date: March 7, 2024

Department: Public Utilities

Staff Contact: Alton Sommerfield, Deputy GM of Public Utilities

SUMMARY STATEMENT:

The City of Brenham Electric Department has an agreement with the Lower Colorado River Authority ("LCRA") to provide Substation Maintenance and Testing. The current contract is set to expire in March 2024. The renewal covers the 5 years from the effective date March 2024 through February 28, 2029. The total cost for the service is \$95,219.54 which will be paid monthly. The scope of work to be performed is specified in the attached renewal document. LCRA will provide this service under the Customer Service Contract between LCRA and the City of Brenham dated January 18, 1980.

Staff respectfully recommends approval of the agreement with LCRA for Substation Maintenance and Testing.

ATTACHMENTS:

1. Customer Service Contract

RECOMMENDATION:

Approve a contract between the City of Brenham and the Lower Colorado River Authority (LCRA) in the amount of \$95,219.54 for Substation Maintenance and Testing and authorize the Mayor to execute any necessary documentation.

PROJECT PROPOSAL					
LCRA Transmission Strategic Services CUSTOMER SERVICES CONTRACT Form CSC revised 06/22/2020	CUSTOMER: City of Brenham P.O. Box 1059 Brenham, TX 77843 Attn: Alton Sommerfield				
<table style="width: 100%;"> <tr> <td style="width: 70%;">PROJECT:</td> <td style="width: 30%; text-align: right;">DATE SUBMITTED</td> </tr> <tr> <td>Brenham - Substation Inspection, Maintenance and Testing 2024-2029</td> <td style="text-align: right;">February 1, 2024</td> </tr> </table>		PROJECT:	DATE SUBMITTED	Brenham - Substation Inspection, Maintenance and Testing 2024-2029	February 1, 2024
PROJECT:	DATE SUBMITTED				
Brenham - Substation Inspection, Maintenance and Testing 2024-2029	February 1, 2024				
SCOPE OF SERVICES: LCRA will perform substation maintainance for the City. Scope of Services and Pricing Sheet Attached. Price will increase in Year 1, Year 2 and Year 3 and then maintain for Years 4 and 5. Monthly amount added to Power Bill. Pricing as follows: Year 1: March 1, 2024 - February 28, 2025 = \$ 1,001.60 per month Year 2: March 1, 2025 - February 28, 2026 = \$ 1,440.87 per month Year 3: March 1, 2026 - February 28, 2027 = \$ 1,830.83 per month Year 4: March 1, 2027 - February 29, 2028 = \$ 1,830.83 per month Year 5: March 1, 2028 - February 28, 2029 = \$ 1,830.83 per month					
PROJECT SCHEDULE: Start: Effective Date: March 1, 2024 Complete: Completion Date: February 28 2029	LCRA CONTACT Bill Jerram bill.jerram@lcra.org 512-940-6713 Lower Colorado River Authority 3700 Lake Austin Blvd. Austin, TX 78767-0220 Attn: Transmission Strategic Services				
CONTRACT TYPE & ESTIMATED COST: <table style="width: 100%;"> <tr> <td style="width: 50%;"> Contract Type: Independent Contract </td> <td style="width: 50%;"> Billing Method: Fixed Price </td> </tr> </table> Total Cost: \$95,219.54 Reference Contract: (Please note that if this is an independent contract, terms and conditions should be attached.)		Contract Type: Independent Contract	Billing Method: Fixed Price		
Contract Type: Independent Contract	Billing Method: Fixed Price				
<i>Customer and the Lower Colorado River Authority agree that the work described above shall be performed in accordance with the terms and conditions in this contract. This proposal is valid for 60 days after submittal.</i>					
Parties: <table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> City of Brenham By: _____ Printed Name _____ Title: _____ Date: _____ </td> <td style="width: 50%; vertical-align: top;"> Lower Colorado River Authority By: _____ Printed Name Sam Woolard Title: VP, Transmission Field Service _____ </td> </tr> </table>		City of Brenham By: _____ Printed Name _____ Title: _____ Date: _____	Lower Colorado River Authority By: _____ Printed Name Sam Woolard Title: VP, Transmission Field Service _____		
City of Brenham By: _____ Printed Name _____ Title: _____ Date: _____	Lower Colorado River Authority By: _____ Printed Name Sam Woolard Title: VP, Transmission Field Service _____				
OFFICE USE ONLY Job Description: Brenham - Substation Inspection, Maintenance and Testing 2024-2029 Project ID: _____ Work Order: _____ Contract Owner: Bill Jerram Contract Coordinator: Catherine Hempfling					

BRENHAM 5-Year Substation Inspection Maintenance and Testing
EXHIBIT A

Monthly Visual Inspection (11 per year)											
				AMOUNT	Adj Year 1	Adj Year 2	Year 3	Year 4	Year 5		
BRENHAM - (1 each month - total of 11 checks per year for 5 years)				\$18,981.60	\$ 2,318.80	\$ 3,462.80	\$ 4,400.00	\$ 4,400.00	\$ 4,400.00	Annual	
BRENHAM NORTH - (1 each month - total of 11 checks per year for 5 years)				\$11,863.50	\$ 1,449.25	\$ 2,164.25	\$ 2,750.00	\$ 2,750.00	\$ 2,750.00	Annual	
				\$30,845.10							
Visual Inspection and Trip and Close Breaker on an Annual Basis (1 per year)											
				AMOUNT							
BRENHAM - 8 breakers - once per year for 5 years				\$17,256.00	\$ 2,108.00	\$ 3,148.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	Annual	
BRENHAM NORTH - 5 breakers - once per year for 5 years				\$10,785.00	\$ 1,317.50	\$ 1,967.50	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	Annual	
				\$28,041.00							
Internal/External Inspection - 1 time over 5 years (includes relay testing)											
				AMOUNT							
BRENHAM - 2 breakers per day - 8 breakers total				\$22,359.04	\$ 2,969.60	\$ 4,029.44	\$ 5,120.00	\$ 5,120.00	\$ 5,120.00	Annual	
BRENHAM NORTH - 2 breakers per day - 5 breakers total				\$13,974.40	\$ 1,856.00	\$ 2,518.40	\$ 3,200.00	\$ 3,200.00	\$ 3,200.00	Annual	
				\$36,333.44							
Total # of Breakers	Site 1	8		5-Year TOTAL	\$95,219.54	\$12,019.15	\$17,290.39	\$21,970.00	\$21,970.00	\$21,970.00	Annual
	Site 2	5			MONTHLY:	\$ 1,001.60	\$ 1,440.87	\$ 1,830.83	\$ 1,830.83	\$ 1,830.83	

Monthly Visual Inspection \$ 50.00
Visual Inspection Trip/Close \$ 500.00
Int/Ext Inspection \$3,200.00

Year 1: March 1, 2024 - February 28, 2025 \$ 1,001.60 per month
Year 2: March 1, 2025 - February 28, 2026 \$ 1,440.87 per month
Year 3: March 1, 2026 - February 28, 2027 \$ 1,830.83 per month
Year 4: March 1, 2027 - February 29, 2028 \$ 1,830.83 per month
Year 5: March 1, 2028 - February 28, 2029 \$ 1,830.83 per month

Distribution Breaker Maintenance Scope of Work

This agreement shall cover, Per Distribution Breaker: See attached spreadsheet for details.

1. A monthly visual inspection.
2. A Yearly trip/close check.
3. One internal/external/relay test/inspection every 5 years.

Circuit Breaker Maintenance – Distribution

- Clean components of lift rods/cross-arms, check for wear, damage, looseness and check alignment
- Inspect bushing CT's for damage and loose wiring
- Inspect gaskets
- Perform leak test
- Verify ground connections
- Inspect bushings for damage and clean
- Filter oil
- Tighten high voltage line/load connections
- Hi-pot vacuum bottle
- Measure contact resistance

Relay Circuit Breaker - Distribution

Relay Calibration, including UFLS relays.

- For verification of relay settings the customer must provide the settings unless LCRA TSC Systems Protection has previously provided
- Verify operational settings according to latest transmission system requirements
- Verify relay case grounding
- Verify indication lights
- For non-digital relays test and calibrate if necessary
- Verify proper operation and pickup of trip indications
- Verify timers for correct settings
- Verify correct operations of alarms to SOCC/annunciator
- Verify control, CT, and PT wiring connections on relays and terminal blocks are tight
- Verify the A/D converters, if included, within the relay by testing or comparing values against other devices
- Verify operations of all relay inputs and outputs essential to proper function not covered above
- For instrument transformers verify presence, rotation and direction/polarity of all voltage and current inputs and compare to another instrument transformer on the same circuit
- Verify sync check voltage for applicable automatic reclosing schemes
- For auxiliary equipment check AC and DC voltage inputs to all relays, carrier and aux equipment
- Function test/Trip check
- Verify correct operation of all switching devices under relay control
- Verify proper operation of all relay panel trip/control circuits
- Verify electrical operation of electromechanical lockout
- Verify the pressure or flow sensing mechanism is operable in sudden pressure tripping relays

LCRA SUBSTATION SERVICES

Scope of Services

This Contract shall cover substation services for assets listed in Exhibit A for substation equipment and facilities owned by Customer. All inspections shall be performed in accordance with the Standards for Inspection and Maintenance of LCRA Transmission Services Corporation Equipment and Facilities or the manufacturer's service manual, unless otherwise requested in writing by the Customer. LCRA shall provide copies of all applicable reports to the Customer after work completion. All services will be invoiced after the work is performed. All pricing is based on the attached Schedule (Exhibit A).

Additional maintenance on assets not included in Exhibit A must be requested in writing (email is sufficient) or added as an amendment to this agreement. LCRA Transmission Substation Maintenance personnel may also be available for corrective maintenance and/or emergency repair work depending on availability and LCRA Agreement. This work will be charged at Customer Service prevailing rates. These services will be invoiced each time they are required after the work is performed.

LCRA will perform tests and report findings, following the guidelines of standard testing and best practices.

If applicable, Customer shall remain solely responsible for all liabilities and obligations related to the Bulk Electric System ("BES") protection elements, including any regulatory requirements associated with such elements or any fines or penalties resulting therefrom. Notwithstanding anything to the contrary in this Contract, including the Interlocal, LCRA makes no representations or warranties, express or implied, as to the completeness or accuracy of the BES protection elements test reports or their suitability for a particular purpose, and LCRA will not be liable for errors or omissions in, or delays in providing, the BES protection elements test reports.

Either party may terminate this Contract by giving ninety (90) days advance written notice, which shall include an effective date for termination of the Agreement. Written notice shall be provided by email or mail.

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.



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 Council Regular Meeting
AGENDA ITEM 7.d

Agenda Item: Approve the Appointment of David Romo and Bridgit Williams to the City of Brenham's Police Citizens Advisory Board for Terms Ending on December 31, 2026, and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: March 7, 2024

Department: Administration

Staff Contact: Jeana Bellinger, City Secretary

SUMMARY STATEMENT:

The Police Citizens Advisory Board has four vacancies. Police Department staff spoke with two people that fit into the roles of the open positions. In accordance with the City's policy on Boards and Committees, it is the recommendation of Council Sub-Committee and Police Department staff that David Romo and Bridgit Williams be appointed to fill the two vacancies for terms that will expire December 31, 2026. This will then leave two vacant positions.

ATTACHMENTS:

1. David Romo - PD Citizens Advisory Board Application
2. Bridgit Williams - PD Citizens Advisory Board Application

RECOMMENDATION:

Approve the appointment of David Romo and Bridgit Williams to the City of Brenham's Police Citizens Advisory Board for terms ending on December 31, 2026, and authorize the Mayor to execute any necessary documentation.



REQUEST FOR APPOINTMENT TO
CITY OF BRENHAM
BOARDS AND COMMISSIONS

Name of Board or Commission in which you have an interest:

- | | |
|--|--|
| ☐ Animal Shelter Advisory Committee | ☐ Board of Adjustments |
| ☐ Brenham Community Development Corp. | ☐ Brenham Housing Authority |
| ☐ Building Standards Commission | ☐ Main Street Board |
| ☐ Library Advisory Board | ☐ Tourism Advisory Board |
| ☐ Parks & Recreation Board | ☐ Planning & Zoning Board |
| ☒ Police Citizens Advisory Board | ☐ Historic Preservation Board |

(Composition, terms, duties and responsibilities are outlined on the Attachment)

Name: MR Romo David Joel
(Title) (Last) (First) (Middle)

Residence Address: 2720 Bluebonnet Blvd Brenham Texas 77833
(Street) (City) (State) (Zip)

Mailing Address: (If different from above)

(Street) (City) (State) (Zip)

Preferred Phone and Fax: 979 551 6303
(Phone) (Fax)

Email Address: _____

Occupation: lawncare

Employer: Self employed

Are you a registered voter in Washington County? ____ Yes ☒ No

Are you a resident of the City of Brenham? ____ Yes ☒ No Length of residency: _____

Are you a resident of Washington County? ☒ Yes ____ No Length of residency: 17 years

Do you, your spouse or your employer have any financial interest, directly or indirectly, in matters that might come before the Board to which you seek appointment?

____ Yes ☒ No If yes, explain: _____

Applicant Name: David Romo**BACKGROUND**Education/Training: Senior at Brenham high Schools

Areas of Interest: _____

Current or Past Volunteer Experience/Community Service:

Please specify current or past volunteer experience/community service, if any, on Boards, Commissions, Corporations, Non-Profit Entities, Agencies, or other Entities. Additional information may be attached.

Organization: Volunteer Calvary BaptistOrganization: Volunteer Chappell Hill historical society

Organization: _____

Organization: _____

Reasons for seeking appointment: Please attach a brief narrative outlining your interests and qualifications for seeking this appointment. You may also add a resume or any additional documentation.

I have read and understand the instructions and appointment process. I certify that all statements that I have made on this application and other supplementary materials are true and correct. I acknowledge that any false statement or misrepresentation on this application or supplementary materials will be cause for refusal of appointment or immediate dismissal at any time during the period of my appointment. If appointed, I agree to attend a new board member training session conducted by the City Secretary's Office.


Signature1-2-2024
Date

FILE THIS COMPLETED APPLICATION FORM WITH CITY SECRETARY'S OFFICE ON OR BEFORE 5:00 P.M. ON DECEMBER 8TH.

City of Brenham – Office of the City Secretary
P.O. Box 1059
Brenham, Texas 77834-1059
Phone: 979-337-7388
Fax: 979-337-7568
Email: jbellinger@cityofbrenham.org

(Original copy will be kept on file in the City Secretary's office for 12 months from the date of submission)



REQUEST FOR APPOINTMENT TO
CITY OF BRENHAM
BOARDS AND COMMISSIONS

Name of Board or Commission in which you have an interest:

- | | |
|--|--|
| ☐ Animal Shelter Advisory Committee | ☐ Board of Adjustments |
| ☐ Brenham Community Development Corp. | ☐ Brenham Housing Authority |
| ☐ Building Standards Commission | ☐ Main Street Board |
| ☐ Library Advisory Board | ☐ Tourism Advisory Board |
| ☐ Parks & Recreation Board | ☐ Planning & Zoning Board |
| ☒ Police Citizens Advisory Board | ☐ Historic Preservation Board |

(Composition, terms, duties and responsibilities are outlined on the Attachment)

Name: Ms. Williams Bridgit B.
(Title) (Last) (First) (Middle)

Residence Address: 2475 S. Chappell Hill Brenham Tx 77833
(Street) (City) (State) (Zip)

Mailing Address: (If different from above)

(Street) (City) (State) (Zip)
Preferred Phone and Fax: (979) 661-6597
(Phone) (Fax)

Email Address: [REDACTED]

Occupation: Receptionist

Employer: First Baptist Church School/Brenham Visitor Center

Are you a registered voter in Washington County? ☒ Yes ☐ No

Are you a resident of the City of Brenham? ☒ Yes ☐ No Length of residency: 21 yrs

Are you a resident of Washington County? ☒ Yes ☐ No Length of residency: 21 yrs

Do you, your spouse or your employer have any financial interest, directly or indirectly, in matters that might come before the Board to which you seek appointment?

☐ Yes ☒ No If yes, explain: _____

Applicant Name:

Bridgit Williams**BACKGROUND**

Education/Training:

2 years Cal State University Northridge

Areas of Interest:

Child Development

Current or Past Volunteer Experience/Community Service:

Please specify current or past volunteer experience/community service, if any, on Boards, Commissions, Corporations, Non-Profit Entities, Agencies, or other Entities. Additional information may be attached.

Organization:

Attendance/Registration-Brenham Jr. High 20 years

Organization:

Front Desk/Cooking Class/Singing Class - Bryce Girls Club 8yrs

Organization:

Church Food Hand outs

Organization:

Reasons for seeking appointment: Please attach a brief narrative outlining your interests and qualifications for seeking this appointment. You may also add a resume or any additional documentation.

I have read and understand the instructions and appointment process. I certify that all statements that I have made on this application and other supplementary materials are true and correct. I acknowledge that any false statement or misrepresentation on this application or supplementary materials will be cause for refusal of appointment or immediate dismissal at any time during the period of my appointment. If appointed, I agree to attend a new board member training session conducted by the City Secretary's Office.

Signature

Bridgit Williams

Date

12/19/23

FILE THIS COMPLETED APPLICATION FORM WITH CITY SECRETARY'S OFFICE ON OR BEFORE 5:00 P.M. ON DECEMBER 8TH.

City of Brenham – Office of the City Secretary
P.O. Box 1059
Brenham, Texas 77834-1059
Phone: 979-337-7388
Fax: 979-337-7568
Email: jbellinger@cityofbrenham.org

(Original copy will be kept on file in the City Secretary's office for 12 months from the date of submission)

Open communication between Brenham
Police Dept. and Citizens of Brenham
is so very important. Whatever
I can do to Assist would be a
pleasure.

Bridget Williams



City Council Regular Meeting
AGENDA ITEM 7.e

Agenda Item: **Approve the Re-Appointment of Brian Ross to the City of Brenham's Police Citizens Advisory Board for a Term Ending December 31, 2026, and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Date: March 7, 2024

Department: Administration

Staff Contact: Jeana Bellinger, City Secretary

SUMMARY STATEMENT:

Brian Ross is requesting to be re-appointed to the Police Citizens Advisory Board. The Council Sub-Committee and Police Department Staff recommend his re-appointment.

ATTACHMENTS:

1. Brian Ross - PD Citizens Advisory Board Application

RECOMMENDATION:

Approve the re-appointment of Brian Ross to the City of Brenham's Police Citizens Advisory Board for a term ending December 31, 2026, and authorize the Mayor to execute any necessary documentation.

**REQUEST FOR RE-APPOINTMENT TO
CITY OF BRENHAM
BOARD AND/OR COMMISSION**

Name of Board or Commission in which you have been serving:

- | | | | |
|-------------------------------------|-------------------------------------|--------------------------|-----------------------------|
| ☐ | Animal Shelter Advisory Committee | ☐ | Board of Adjustments |
| ☐ | Brenham Community Development Corp. | ☐ | Brenham Housing Authority |
| ☐ | Building Standards Commission | ☐ | Main Street Board |
| ☐ | Library Advisory Board | ☐ | Tourism Advisory Board |
| ☐ | Parks & Recreation Board | ☐ | Planning & Zoning Board |
| ☒ | Police Citizens Advisory Board | ☐ | Historic Preservation Board |

Name: ROSS BRIAN K

(Title) (Last) (First) (Middle)

Mailing Address: 2205 RALSTON CREEK CT. BRENHAM TX 77833
(Street) (City) (State) (Zip)

Preferred Phone and Fax: 281-793-4577
(Phone) (Fax)

Email Address: [REDACTED]

Do you, your spouse or your employer have any financial interest, directly or indirectly, in matters that might come before the Board to which you seek appointment?

Yes ☒ No ☐ If yes, explain: _____

I have read and understand the instructions and appointment process. I certify that all statements that I have made on this application are true and correct. I acknowledge that any false statement or misrepresentation on this application will be cause for refusal of appointment or immediate dismissal at any time during the period of my appointment.

Signature Ben Rom

10-10-23

Date

FILE THIS COMPLETED APPLICATION FORM WITH CITY SECRETARY'S OFFICE ON OR BEFORE OCTOBER 31, 2023.

City of Brenham – Office of the City Secretary
P. O. Box 1059
Brenham, Texas 77834-1059
Phone: 979-337-7567 / Fax: 979-337-7568
E-mail: jbellinger@cityofbrenham.org

(Original copy will be kept on file in the City Secretary's office for 12 months from the date of submission)



City Council Regular Meeting
AGENDA ITEM 7.f

Agenda Item: **Approve the Ratification of a Purchase from ERAD Group, Inc. in the Amount of \$4,950.00, from Seized Narcotics Funds, Related to the Purchase of ERAD FCIS Solution Bundle and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Date: March 7, 2024

Department: Police

Staff Contact: Steven Eilert, Police Sergeant

SUMMARY STATEMENT:

On December 21, 2023 the City Council authorized the use of \$4,250.00 of seized narcotics funds for the purchase of an ERAD FCIS Solutions Bundle. While completing the paperwork for the purchase, it was discovered that the cost of the bundle was actually \$4,950.00 – a difference of \$700.00. This item is to correct the expenditure amount from the seized narcotics fund.

ATTACHMENTS:

None

RECOMMENDATION:

Approve the ratification of a purchase made from ERAD Group, Inc. in the amount of \$4,950.00, from Seized Narcotics Funds, related to the purchase of ERAD FCIS Solution Bundle and authorize the Mayor to execute any necessary documentation.



City Council Regular Meeting **AGENDA ITEM 8**

Agenda Item: Discuss and Possibly Act Upon Approval of Ordinance No. O-24-004 of the City of Brenham, Texas, Authorizing the Issuance and Sale of City of Brenham, Texas, Combination Tax Revenue Certificates of Obligation, Series 2024, Levying a Tax in Payment Thereof; Authorizing the Execution and Delivery of a Purchase Agreement and a Paying/Agent Registrar Agreement; Approving the Official Statement; and Enacting Other Provisions Relating Thereto

Meeting Date: March 7, 2024

Department: Finance

Staff Contact: Stacy Hardy, Finance Director

SUMMARY STATEMENT:

On January 4, 2024, City Council approved Resolution No. R-24-001 giving notice of intention to issue Certificates of Obligation which we are issuing today. The Notice was published for two 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. The City has complied with all public notices and the Council can consider action of this item.

The proceeds from the sale of these Certificates of Obligation, in the amount not to exceed \$11 million, 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; and (3) professional services incurred in connection with items (1) and (2), and to pay the costs incurred in connection with the issuance of the Certificates.

The City's financial advisor, Jennifer Ritter, of Specialized Public Finance, will bring a presentation summarizing the official bids for the sale of the bonds. Our bond counsel, Bracewell, LLP, will also have the Ordinance complete with pricing. An Ordinance involved with financing only requires a single reading.

ATTACHMENTS:

1. Resolution No. R-24-001

2. CO Issuance Ordinance - DRAFT

RECOMMENDATION:

Approve Ordinance No. O-24-004 of the City of Brenham, Texas, authorizing the issuance and sale of City of Brenham, Texas, Combination Tax Revenue Certificates of Obligation, Series 2024, levying a tax in payment thereof; authorizing the execution and delivery of a purchase agreement and a Paying/Agent Registrar Agreement; approving the official statement; and enacting other provisions relating thereto.

RESOLUTION NO. R-24-001

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

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

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

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

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

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

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

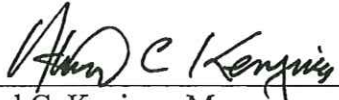
Section 5. The City Manager, Director of Finance and all other appropriate officials of the City, the City's financial advisor, Specialized Public Finance, Inc., and bond counsel, Bracewell LLP, are authorized and directed to proceed with the preparation of all necessary documents and to make all necessary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

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

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

PASSED AND APPROVED this 4th day of January, 2024.




Atwood C. Kenjura, Mayor

ATTEST:


Jeana Bellinger, TRMC, CMC, City Secretary

Signature Page to Resolution

EXHIBIT A

NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that the City Council of the City of Brenham, Texas (the "City"), will meet at 200 W. Vulcan, Brenham, Texas at 1:00 p.m. on the 7th day of March, 2024, which is the time and place tentatively set for the passage of an ordinance and such other action as may be deemed necessary to authorize the issuance of the City's certificates of obligation (the "Certificates"), in the maximum aggregate principal amount not to exceed ELEVEN MILLION DOLLARS (\$11,000,000), payable from ad valorem taxes and from a limited pledge of certain surplus revenues of the City's combined utility system in an amount not to exceed \$1,000, bearing interest at any rate or rates not to exceed the maximum interest rate authorized by law, as shall be determined within the discretion of the City Council of the City at the time of issuance of the Certificates, and maturing over a period not to exceed forty (40) years from the date of issuance, for the purposes of evidencing the indebtedness of the City for all or any part of the costs associated with the (1) construction, acquisition and improvement of the City's waterworks system and facilities, including in each case the acquisition of land and rights-of-way in connection therewith; (2) construction, acquisition and improvement of the City's sanitary sewer system and facilities, including in each case the acquisition of land and rights-of-way in connection therewith; and (3) professional services incurred in connection with items (1) and (2), and to pay the costs incurred in connection with the issuance of the Certificates. The estimated combined principal and interest required to pay the Certificates on time and in full is \$17,135,806. Such estimate is provided for illustrative purposes only, and is based on an assumed interest rate of 5.00%. Market conditions affecting interest rates vary based on a number of factors beyond the control of the City, and the City cannot and does not guarantee a particular interest rate associated with the Certificates. As of the date of this notice, the aggregate principal amount outstanding of tax-supported debt obligations of the City (excluding public securities secured by an ad valorem tax but designated by the City as self-supporting a resolution adopted by City Council on January 4, 2024, which resolution is available from the City upon request) is \$25,558,906, and based on the City's expectations, as of the date of this notice the combined principal and interest required to pay all of the outstanding tax-supported debt obligations of the City (excluding public securities secured by an ad valorem tax but designated by the City as self-supporting) on time and in full is \$32,858,257.

WITNESS MY HAND, this 4th day of January, 2024.

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

EXHIBIT B

SELF-SUPPORTING DEBT

**Principal Amount
Designated as Self
Supporting**

Series Designation

\$12,966,094

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

ORDINANCE NO. 24-004

AUTHORIZING THE
ISSUANCE OF

CITY OF BRENHAM, TEXAS
COMBINATION TAX AND REVENUE
CERTIFICATES OF OBLIGATION,
SERIES 2024

Adopted: March 7, 2024

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AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, AUTHORIZING THE ISSUANCE AND SALE OF CITY OF BRENHAM, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2024; LEVYING A TAX IN PAYMENT THEREOF; AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE AGREEMENT AND A PAYING AGENT/REGISTRAR AGREEMENT; APPROVING THE OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO

WHEREAS, under the provisions of Subchapter C, Chapter 271, Texas Local Government Code, as amended, the City of Brenham, Texas (the “City”), is authorized to issue certificates of obligation for the purposes specified in this Ordinance and for the payment of all or a portion of the contractual obligations for professional services, including that of engineers, attorneys, and financial advisors in connection therewith, and to sell the same for cash as herein provided; and

WHEREAS, the City is authorized to provide that such obligations will be payable from and secured by the levy of a direct and continuing ad valorem tax against all taxable property within the City, in combination with all or a part of certain surplus revenues of the City’s combined utility system remaining after payment of any obligations of the City payable in whole or in part from a lien or pledge of such revenues that would be superior to the obligations to be authorized herein as authorized by Chapter 1502, Texas Government Code; and

WHEREAS, the City Council has found and determined that it is necessary and in the best interest of the City and its residents that it issue such certificates of obligation authorized by this Ordinance; and

WHEREAS, pursuant to a resolution heretofore passed by this governing body, notice of intention to issue certificates of obligation of the City payable as provided in this Ordinance was published in a newspaper of general circulation in the City and posted on the City’s website in accordance with the laws of the State of Texas; and

WHEREAS, no petition of any kind has been filed with the City Secretary, any member of the City Council or any other official of the City, protesting the issuance of such certificates of obligation; and

WHEREAS, this City Council is now authorized and empowered to proceed with the issuance of said certificates of obligation and to sell the same for cash; and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended;

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

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Ordinance, the following terms shall have the meanings specified below:

“Business Day” means any day which is not a Saturday, Sunday or legal holiday, or day on which banking institutions in the State of Texas or the city in which the Designated Payment/Transfer Office is located are generally authorized or obligated by law or executive order to close.

“Certificate” means any of the Certificates.

“Certificates” means the City’s obligations authorized to be issued by Section 3.01 of this Ordinance and designated as “City of Brenham, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2024.”

“City” means the City of Brenham, Texas.

“Closing Date” means the date of the initial delivery of and payment for the Certificates.

“Code” means the Internal Revenue Code of 1986, as amended, and, with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulations promulgated under such section, (b) any successor provision of similar import hereafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code and (d) the regulations promulgated under the provisions described in (b) and (c).

“Dated Date” means the date of the Certificates designated in Section 3.02(a).

“Designated Payment/Transfer Office” means, with respect to the initial Paying Agent/Registrar named herein, its office in Pittsburgh, Pennsylvania, or at such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

“DTC” means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“Event of Default” means any event of default as defined in Section 10.01 of this Ordinance.

“Financial Obligation” means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“Fiscal Year” means such fiscal year as shall from time to time be set by the City Council.

“Initial Certificate” means the Initial Certificate authorized by Section 3.04 of this Ordinance.

“Interest and Sinking Fund” means the interest and sinking fund established by Section 2.02 of this Ordinance.

“Interest Payment Date” means the date or dates on which interest on the Certificates is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being February 15 and August 15, commencing August 15, 2024.

“MSRB” means the Municipal Securities Rulemaking Board.

“Net Revenues” means the gross revenues of the System less the expenses of operation and maintenance as said expenses are defined by Chapter 1502, Texas Government Code, as amended.

“Owner” means the person who is the registered owner of a Certificate or Certificates, as shown in the Register.

“Paying Agent/Registrar” means initially, The Bank of New York Mellon Trust Company, National Association, or any successor thereto as provided in this Ordinance.

“Prior Lien Bonds” means any and all bonds or other obligations of the City presently outstanding or that may be hereafter issued, payable from and secured by a first lien on and pledge of the Net Revenues or by a lien on and pledge of the Net Revenues subordinate to a first lien and pledge of such Net Revenues but superior to the lien and pledge of the Surplus Revenues made for the Certificates.

“Project” means the purposes for which the Certificates are issued as set forth in Section 3.01.

“Purchaser” means the purchaser of the Certificates identified in Section 7.01(a).

“Record Date” means the last Business Day of the month next preceding an Interest Payment Date.

“Register” means the bond register specified in Section 3.06(a) of this Ordinance.

“Regulations” means the applicable proposed, temporary or final Treasury Regulations promulgated under the Code or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

“Special Payment Date” means the Special Payment Date prescribed by Section 3.03(b) of this Ordinance.

“Special Record Date” means the Special Record Date prescribed by Section 3.03(b) of this Ordinance.

“Surplus Revenues” means the Net Revenues of the System in an amount equal to \$1,000 remaining after payment of all debt service, reserve, and other requirements in connection with the City’s Prior Lien Bonds.

“System” as used in this Ordinance means the City’s combined utility system, including all present and future additions, extensions, replacements, and improvements thereto.

“Unclaimed Payments” means money deposited with the Paying Agent/Registrar for the payment of principal of or interest on the Certificates as the same come due and payable or money set aside for the payment of Certificates duly called for redemption prior to maturity and remaining unclaimed by the Owners of such Certificates after the applicable payment or redemption date.

Section 1.02. Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.03. Table of Contents, Titles and Headings.

The table of contents, titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.04. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Any action required to be taken on a date which is not a Business Day shall be taken on the next succeeding Business Day and have the same effect as if taken on the date so required.

(c) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Ordinance.

(d) Article and section references shall mean references to articles and sections of this Ordinance unless otherwise designated.

ARTICLE II

SECURITY FOR THE CERTIFICATES; INTEREST AND SINKING FUND

Section 2.01. Tax Levy.

(a) Pursuant to the authority granted by the Texas Constitution and the laws of the State of Texas, there shall be levied and there is hereby levied for the current year and for each succeeding year thereafter while any of the Certificates or any interest thereon is outstanding and unpaid, an ad valorem tax on each one hundred dollars valuation of taxable property within the City, at a rate sufficient, within the limit prescribed by law, to pay the debt service requirements of the Certificates, being (i) the interest on the Certificates, and (ii) a sinking fund for their redemption at maturity or a sinking fund of two percent per annum (whichever amount is greater), when due and payable, full allowance being made for delinquencies and costs of collection.

(b) The ad valorem tax thus levied shall be assessed and collected each year against all property appearing on the tax rolls of the City most recently approved in accordance with law, and the money thus collected shall be deposited as collected to the Interest and Sinking Fund.

(c) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Interest and Sinking Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Certificates when and as due and payable in accordance with their terms and this Ordinance.

(d) The amount of taxes to be provided annually for the payment of principal of and interest on the Certificates shall be determined in the manner provided in this Section 2.01.

(e) The City's annual budget shall reflect (i) the amount of debt service requirements to become due on the Certificates in the next succeeding Fiscal Year, (ii) the amount on deposit in the Interest and Sinking Fund, as of the date such budget is prepared (after giving effect to any payments required to be made during the remainder of the then current Fiscal Year), and (iii) the amount of Surplus Revenues estimated and budgeted to be available for the payment of such debt service requirements on the Certificates during the next succeeding Fiscal Year.

(f) The amount required to be provided in the succeeding Fiscal Year from ad valorem taxes shall be the amount, if any, the debt service requirements to be paid on the Certificates in the next succeeding Fiscal Year exceeds the sum of (i) the amount shown to be on

deposit in the Interest and Sinking Fund (after giving effect to any payments required to be made during the remainder of the then current Fiscal Year) at the time the annual budget is prepared, and (ii) the Surplus Revenues shown to be budgeted and available for payment of said debt service requirements.

(g) Following the final approval of the annual budget of the City, the governing body of the City shall, by ordinance, set an ad valorem tax at a rate sufficient to produce taxes in the amount determined in paragraph (f) above, to be utilized for purposes of paying the principal of and interest on the Certificates in the next succeeding Fiscal Year.

(h) The City hereby covenants and agrees that the Surplus Revenues are hereby irrevocably pledged equally and ratably to the payment of the principal of and interest on the Certificates, as the same become due.

Section 2.02. Interest and Sinking Fund.

(a) The City hereby establishes a special fund or account to be designated the “City of Brenham, Texas Combination Tax and Revenue Certificates of Obligation, Series 2024, Interest and Sinking Fund” (the “Interest and Sinking Fund”), said fund or account to be maintained at an official depository bank of the City separate and apart from all other funds and accounts of the City.

(b) Money on deposit in or required by this Ordinance to be deposited to the Interest and Sinking Fund shall be used solely for the purpose of paying the interest on and principal of the Certificates when and as due and payable in accordance with their terms and this Ordinance.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE CERTIFICATES

Section 3.01. Authorization.

The City’s certificates of obligation to be designated “City of Brenham, Texas Combination Tax and Revenue Certificates of Obligation, Series 2024,” are hereby authorized to be issued and delivered in accordance with the laws of the State of Texas, specifically Subchapter C, Chapter 271, Texas Local Government Code. The Certificates shall be issued in the aggregate principal amount of \$_____ for the purpose of paying contractual obligations to be incurred for the following purposes, to wit: (a)(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; and (collectively, the “Project”); and (3) professional services incurred in connection with items (1) and (2), and to pay the costs incurred in connection with the issuance of the Certificates.

Section 3.02. Date, Denomination, Maturities and Interest.

(a) The Certificates shall be dated March 28, 2024. The Certificates shall be issued in fully registered form, without coupons, in authorized denominations of \$5,000 or any integral multiple thereof, and shall be numbered separately from one (1) upward or such other designation acceptable to the City and the Paying Agent/Registrar, except the Initial Certificate, which shall be numbered T-1.

(b) The Certificates shall mature on August 15 in the years and in the principal amounts and shall bear interest at the per annum interest rates set forth in the following schedule:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2026	\$ _____		2036	\$ _____	
2027			2037		
2028			2038		
2029			2039		
2030			2040		
2031			2041		
2032			2042		
2033			2043		
2034			2044		
2035			2045		

(c) Interest shall accrue and be paid on each Certificate respectively until its maturity or prior redemption, from the later of the Closing Date or the most recent Interest Payment Date to which interest has been paid or provided for at the rates per annum for each respective maturity specified in the schedule contained in subsection (b) above. Such interest shall be payable on each Interest Payment Date until maturity or prior redemption. Interest on the Certificates shall be calculated on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

Section 3.03. Medium, Method and Place of Payment.

(a) The principal of and interest on the Certificates shall be paid in lawful money of the United States of America.

(b) Interest on the Certificates shall be payable to the Owners as shown in the Register at the close of business on the Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which date shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Owner of a Certificate

appearing in the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

(c) Interest on each Certificate shall be paid by check, dated as of the Interest Payment Date, and mailed on or before such Interest Payment Date, by first class United States mail, postage prepaid, by the Paying Agent/Registrar to each Owner at the address of each Owner as it appears in the Register, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the Owner; provided, however, that such Owner shall bear all risk and expense of such other customary banking arrangements.

(d) The principal of each Certificate shall be paid to the Owner thereof on the due date (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of such Certificate at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(e) If the date for the payment of the principal of or interest on the Certificates is not a Business Day, the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due and no additional interest shall be due by reason of nonpayment on the date on which such payment is otherwise stated to be due and payable.

(f) Unclaimed Payments of amounts due hereunder shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Certificates to which such Unclaimed Payments pertain. Subject to Title 6 of the Texas Property Code, any Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three (3) years after the applicable payment or redemption date shall be applied to the next payment or payments on the Certificates thereafter coming due and, to the extent any such money remains after the retirement of all outstanding Certificates, such money shall be paid to the City to be used for any lawful purpose. Thereafter, neither the City, the Paying Agent/Registrar nor any other person shall be liable or responsible to any holders of such Certificates for any further payment of such unclaimed moneys or on account of any such Certificates, subject to Title 6 of the Texas Property Code.

Section 3.04. Execution and Registration of Certificates.

(a) The Certificates shall be executed on behalf of the City by the Mayor and the City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Certificates shall have the same effect as if each of the Certificates had been signed manually and in person by each of said officers, and such facsimile seal on the Certificates shall have the same effect as if the official seal of the City had been manually impressed upon each of the Certificates.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Certificates ceases to be such officer before the authentication of such Certificates or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Certificates. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Certificate delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which certificate shall be evidence that the Initial Certificate has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the City, and that it has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one Initial Certificate representing the entire principal amount of all Certificates, payable in stated installments to the Purchaser, or its designee, executed by the manual or facsimile signature of the Mayor and City Secretary of the City, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Purchaser or its designee. Upon payment for the Initial Certificate, the Paying Agent/Registrar shall cancel the Initial Certificate and deliver to DTC on behalf of the Purchaser one registered definitive Certificate for each year of maturity of the Certificates in the aggregate principal amount of all Certificates for such maturity bearing interest at the same per annum rate, registered in the name of Cede & Co., as nominee of DTC.

Section 3.05. Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Certificate is registered as the absolute owner of such Certificate for the purpose of making and receiving payment of the principal thereof and for the further purpose of making and receiving payment of the interest thereon, and for all other purposes (except interest will be paid to the person in whose name such obligation is registered on the Record Date or Special Record Date, as applicable), whether or not such Certificate is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Certificate shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

Section 3.06. Registration, Transfer and Exchange.

(a) So long as any Certificates remain outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Certificates in accordance with this Ordinance.

(b) The ownership of a Certificate may be transferred only upon the presentation and surrender of the Certificate at the Designated Payment/Transfer Office with such endorsement or

other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Certificate shall be effective until entered in the Register.

(c) The Certificates shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Certificate or Certificates of the same maturity and interest rate and in any denomination or denominations of any integral multiple of \$5,000 and in an aggregate principal amount equal to the unpaid principal amount of the Certificates presented for exchange. The Paying Agent/Registrar is hereby authorized to authenticate and deliver Certificates exchanged for other Certificates in accordance with this Section.

(d) Each exchange Certificate delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such exchange Certificate is delivered.

(e) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different denomination of any of the Certificates. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Certificate.

(f) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Certificate called for redemption, in whole or in part, within forty-five (45) calendar days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Certificate.

Section 3.07. Cancellation.

All Certificates paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance with this Ordinance, shall be cancelled and proper records shall be made regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall dispose of cancelled Certificates in accordance with the record retention policies of the Paying Agent/Registrar.

Section 3.08. Temporary Certificates.

(a) Following the delivery and registration of the Initial Certificate and pending the preparation of definitive Certificates, the proper officers of the City may execute and, upon the City's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Certificates that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any authorized denomination, substantially of the tenor of the definitive Certificates in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Certificates may determine, as evidenced by their signing of such temporary Certificates.

(b) Until exchanged for Certificates in definitive form, such Certificates in temporary form shall be entitled to the benefit and security of this Ordinance.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar the Certificates in definitive form; thereupon, upon the presentation and surrender of the Certificates in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Certificates in temporary form and shall authenticate and deliver in exchange therefor Certificates of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Certificates in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.09. Replacement Certificates.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Certificate, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Certificate of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Certificate to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Certificate is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Certificate has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Certificate of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Certificate;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar to save it and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Certificate, a bona fide purchaser of the original Certificate in lieu of which such replacement Certificate was issued presents for payment such original Certificate, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Certificate from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Certificate has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Certificate, may pay such Certificate if it has become due and payable or may pay such Certificate when it becomes due and payable.

(e) Each replacement Certificate delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such replacement Certificate is delivered.

Section 3.10. Book-Entry Only System.

The definitive Certificates shall be initially issued in the form of a separate typewritten fully registered Certificate for each of the maturities thereof bearing interest at the same per annum rate. Upon initial issuance, the ownership of such Certificates shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.11 hereof, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register of any amount with respect to principal of or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Register as the absolute owner of such Certificate for the purpose of payment of principal of and interest on the Certificates, for the purpose of all matters with respect to such Certificate, for the purpose of registering transfer with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Certificates only to or upon the order of the respective owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of and interest on the Certificates to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

Section 3.11. Successor Securities Depository; Transfer Outside Book-Entry Only System.

In the event that the City or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the representations letter of the City to DTC, or in the event DTC discontinues the services described herein, the City or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

Section 3.12. Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificates are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Certificates, and all notices with respect to such Certificates, shall be made and given, respectively, in the manner provided in DTC's then current operational procedures.

ARTICLE IV

REDEMPTION OF CERTIFICATES BEFORE MATURITY

Section 4.01. Limitation on Redemption.

The Certificates shall be subject to redemption before their scheduled maturity only as provided in this Article IV.

Section 4.02. Optional Redemption.

(a) The City reserves the option to redeem Certificates maturing on and after August 15, 20__, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof before their respective scheduled maturity dates, on August 15, 20__, or on any date thereafter, such redemption date or dates to be fixed by the City, at a price equal to the principal amount of the Certificates so called for redemption plus accrued interest to the date of redemption.

(b) If less than all of the Certificates are to be redeemed pursuant to an optional redemption, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Certificates, or portions thereof, within such maturity or maturities and in such principal amounts for redemption.

(c) The City, at least forty-five (45) days before the redemption date, unless a shorter period shall be satisfactory to the Paying Agent/Registrar, shall notify the Paying Agent/Registrar of such redemption date and of the principal amount of Certificates to be redeemed.

Section 4.03. Mandatory Sinking Fund Redemption.

(a) The Certificates stated to mature on August 15, 20__ (the "Term Certificates") are subject to scheduled mandatory redemption and will be redeemed by the City, in part at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the Interest and Sinking Fund, on August 15 in the years and in the respective principal amounts as set forth in the following schedule:

Term Certificates Maturing August 15, 20__

Redemption Date (August 15)	Principal Amount
20__	\$ _____
20__*	_____

* Stated maturity.

(b) At least forty-five (45) days prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Certificates equal to the aggregate principal amount of such Term Certificates to be redeemed, shall call such Term Certificates for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.05.

(c) The principal amount of the Term Certificates required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.03 shall be reduced, at the option of the City, by the principal amount of any Term Certificates which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.04. Partial Redemption.

(a) A portion of a single Certificate of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. If such a Certificate is to be partially redeemed, the Paying Agent/Registrar shall treat each \$5,000 portion of the Certificate as though it were a single Certificate for purposes of selection for redemption.

(b) Upon surrender of any Certificate for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Ordinance, shall authenticate and

deliver an exchange Certificate or Certificates in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered, such exchange being without charge, notwithstanding any provision of Section 3.06 to the contrary.

Section 4.05. Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Certificates by sending notice by United States mail, first class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Certificate (or part thereof) to be redeemed, at the address shown in the Register at the close of business on the Business Day next preceding the date of mailing such notice.

(b) The notice shall state the redemption date, the redemption price, the place at which the Certificates are to be surrendered for payment, and, if less than all the Certificates outstanding are to be redeemed, an identification of the Certificates or portions thereof to be redeemed.

(c) The City reserves the right to give notice of its election or direction to redeem Certificates under Section 4.02 conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the City retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Certificates subject to a conditional notice of redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an Event of Default. Further, in the case of a conditional notice of redemption, the failure of the City to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an Event of Default.

(d) Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the registered owner receives such notice. Notice having been so given and subject, in the case of an optional redemption, to any rights or conditions reserved by the City in the notice, the Certificates called for redemption shall become due and payable on the specified redemption date, and notwithstanding that any obligation or portion thereof has not been surrendered for payment, interest on such obligation or portion thereof shall cease to accrue.

Section 4.06. Payment Upon Redemption.

(a) Before or on each redemption date, the City shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Certificates to be redeemed on such date by setting aside and holding in trust an amount from the Interest and Sinking Fund or

otherwise received by the Paying Agent/Registrar from the City and shall use such funds solely for the purpose of paying the principal of, and accrued interest on the Certificates being redeemed.

(b) Upon presentation and surrender of any Certificate called for redemption at the Designated Payment/Transfer Office of the Paying Agent/Registrar on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Certificate to the date of redemption from the money set aside for such purpose.

Section 4.07. Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.05 of this Ordinance, and subject to the provisions of Section 4.05(c), the Certificates or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the City fails to make provision for the payment of the principal thereof or accrued interest thereon, such Certificates or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Certificates are presented and surrendered for payment on such date.

(b) If the City shall fail to make provision for payment of all sums due on a redemption date, or rescinds the notice of redemption, then any Certificate or portion thereof called for redemption shall continue to bear interest at the rate stated on the Certificate until due provision is made for the payment of same by the City.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar.

The Bank of New York Mellon Trust Company, National Association, is hereby appointed as the initial Paying Agent/Registrar for the Certificates.

Section 5.02. Qualifications.

Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State of Texas, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Certificates.

Section 5.03. Maintaining Paying Agent/Registrar.

(a) At all times while any Certificates are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Ordinance. The Mayor is hereby authorized and directed to execute an agreement with the Paying Agent/Registrar specifying the duties and responsibilities of the City and the Paying Agent/Registrar in substantially the form presented at this meeting, the form, terms and provisions of which are hereby approved.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement, provided no such resignation shall be effective until a successor Paying Agent/Registrar has accepted the duties of Paying Agent/Registrar for the Certificates.

Section 5.04. Termination.

The City, upon not less than sixty (60) days' notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination, provided, that such termination shall not be effective until a successor Paying Agent/Registrar has been appointed and has accepted the duties of Paying Agent/Registrar for the Certificates.

Section 5.05. Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by first class United States mail, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06. Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar and executing the Paying Agent/Registrar Agreement, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed thereby.

Section 5.07. Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Certificates to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE CERTIFICATES

Section 6.01. Form Generally.

(a) The Certificates, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas to accompany the Initial Certificate, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Certificates, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an

opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Certificates, as evidenced by their execution thereof.

(b) Any portion of the text of any Certificates may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Certificates.

(c) The definitive Certificates shall be typewritten, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Certificates, as evidenced by their execution thereof.

(d) The Initial Certificate submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 6.02. Form of the Certificates.

The form of the Certificates, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, to accompany the Initial Certificate, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Certificates, shall be substantially as follows:

(a) Form of Certificates.

REGISTERED
No. _____

REGISTERED
\$ _____

United States of America
State of Texas

CITY OF BRENHAM, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION,
SERIES 2024

INTEREST RATE	MATURITY DATE	CLOSING DATE	DATED DATE	CUSIP NUMBER
_____%	August 15, 20__	_____, 2024	_____, 2024	_____

The City of Brenham, Texas (the "City"), in the County of Washington, State of Texas, for value received, hereby promises to pay to

or registered assigns, on the Maturity Date specified above, the sum of

_____ DOLLARS

unless this Certificate shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provided for, and to pay interest on such principal amount from the later of the Closing Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a three hundred sixty (360) day year of twelve (12) thirty (30) day months, such interest to be paid semiannually on February 15 and August 15 of each year, commencing August 15, 2024, until stated maturity or prior redemption.

The principal of this Certificate shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Certificate at the designated office of The Bank of New York Mellon Trust Company, National Association, as Paying Agent/Registrar (the “Designated Payment/Transfer Office”), or, with respect to a successor paying agent/registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Certificate is payable by check dated as of the interest payment date, and will be mailed on or before such interest payment date, by first class United States mail, postage prepaid, by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expense of such other customary banking arrangements. For the purpose of the payment of interest on this Certificate, the registered owner shall be the person in whose name this Certificate is registered at the close of business on the “Record Date,” which shall be the last business day of the month next preceding such interest payment date; provided, however, that in the event of nonpayment of interest on a scheduled interest payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a “Special Record Date”) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the “Special Payment Date,” which date shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) Business Days (as hereinafter defined) prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each registered owner of a Certificate appearing on the books of the Paying Agent/Registrar at the close of business on the last Business Day next preceding the date of mailing of such notice.

If the date for the payment of the principal of or interest on this Certificate is not a Business Day, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday or legal holiday, or day on which banking institutions in the State of Texas or the city in which the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are generally authorized or obligated by law or executive order to close (a “Business Day”), and payment on such date shall for all purposes be deemed to have been made on the original date payment was due.

This Certificate is one of a series of fully registered obligations specified in the title hereof issued in the aggregate principal amount of \$ _____ (herein referred to as the “Certificates”), dated as of March 28, 2024, issued pursuant to a certain ordinance of the City (the “Ordinance”) for the purpose of paying contractual obligations to be incurred for authorized public improvements (the “Project”), as described in the Ordinance, and to pay the contractual

obligations for professional services of attorneys, financial advisors and other professionals in connection with the Project and the issuance of the Certificates.

The City has reserved the option to redeem the Certificates maturing on or after August 15, 20__ in whole or in part before their respective scheduled maturity dates, on August 15, 20__ or on any date thereafter, at a price equal to the principal amount of the Certificates so called for redemption plus accrued interest to the date fixed for redemption. If less than all of the Certificates are to be redeemed, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Certificates, or portions thereof, within such maturity and in such principal amounts, for redemption.

[The Certificates stated to mature on August 15, 20__ (the “Term Certificates”) are subject to scheduled mandatory redemption and will be redeemed by the City, in part at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the Interest and Sinking Fund, on August 15 in the years and in the respective principal amounts as set forth in the Ordinance.

At least forty-five (45) days prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Certificates equal to the aggregate principal amount of such Term Certificates to be redeemed and shall call such Term Certificates for redemption on such scheduled mandatory redemption date.

The principal amount of the Term Certificates required to be redeemed on any mandatory sinking fund redemption date shall be reduced, at the option of the City, by the principal amount of any Term Certificates which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to an optional redemption and not previously credited to a mandatory sinking fund redemption.]

Notice of such redemption or redemptions shall be given by first class mail, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the registered owner of each of the Certificates to be redeemed in whole or in part. Notice having been so given, the Certificates or portions thereof designated for redemption shall become due and payable on the redemption date specified in such notice; and, from and after such date, notwithstanding that any of the Certificates or portions thereof so called for redemption shall not have been surrendered for payment, interest on such Certificates or portions thereof shall cease to accrue.

In the Ordinance, the City reserves the right, in the case of an optional redemption, to give notice of its election or direction to redeem Certificates conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the City retains the right to rescind such notice at

any time on or prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Certificates subject to a conditional notice of redemption and such redemption has been rescinded shall remain Outstanding, and the rescission of such redemption shall not constitute an Event of Default. Further, in the case of a conditional notice of redemption, the failure of the City to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an Event of Default. Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the registered owner receives such notice. Notice having been so given and subject, in the case of an optional redemption, to any rights or conditions reserved by the City in the notice, the certificates called for redemption shall become due and payable on the specified redemption date, and notwithstanding that any obligation or portion thereof has not been surrendered for payment, interest on such obligation or portion thereof shall cease to accrue.

As provided in the Ordinance, and subject to certain limitations therein set forth, this Certificate is transferable upon surrender of this Certificate for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Certificates of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Certificate called for redemption where such redemption is scheduled to occur within forty-five (45) calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Certificate.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Certificate is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Certificate is registered on the "Record Date" or "Special Record Date," as applicable) and for all other purposes, whether or not this Certificate be overdue, and neither the City, nor the Paying Agent/Registrar nor any other person shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Certificate and the series of which it is a part is duly authorized by law and that all acts, conditions and things required to be done precedent to and in the issuance of the Certificates have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that ad valorem taxes upon all taxable property in the City have been levied for and pledged to the payment of the debt service requirements of the Certificates, within the limit prescribed by law; that, in addition to said taxes, further provisions have been made for the payment of the debt service requirements of the Certificates by pledging to such purpose Surplus Revenues, as defined in the Ordinance, derived by the City from the operation of its combined utility system in

an amount limited to \$1,000; that when so collected, such taxes and Surplus Revenues shall be appropriated to such purposes; and that the total indebtedness of the City, including the Certificates, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City has caused this Certificate to be executed by the manual or facsimile signature of the Mayor of the City and countersigned by the manual or facsimile signature of the City Secretary of the City, and the official seal of the City has been duly impressed or placed in facsimile on this Certificate.

City Secretary
City of Brenham, Texas

Mayor
City of Brenham, Texas

[SEAL]

(b) Form of Comptroller's Registration Certificate.

The following Comptroller's Registration Certificate may be deleted from the definitive Certificates if such certificate on the Initial Certificate is fully executed.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER §
OF PUBLIC ACCOUNTS §
OF THE STATE OF TEXAS §

REGISTER NO. _____

I hereby certify that this Certificate has been examined, certified as to validity, and approved by the Attorney General of the State of Texas and that this Certificate has been registered by the Comptroller of public Accounts of the State of Texas.

Witness my hand and seal of office at Austin, Texas, _____.

Comptroller of Public Accounts
of the State of Texas

[SEAL]

(c) Form of Certificate of Paying Agent/Registrar.

The following Certificate of Paying Agent/Registrar may be deleted from the Initial Certificate if the executed Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Certificate of this series of certificates of obligation was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this is one of the Certificates referred to in the within-mentioned Ordinance.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, NATIONAL
ASSOCIATION,
as Paying Agent/Registrar

Dated: _____

By: _____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto (Print or typewrite name, address and zip code of transferee): _____

(Social Security or other identifying number: (_____))
the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints
_____ attorney to transfer the within Certificate on the books kept for
registration thereof, with full power of substitution in the premises.

Dated: _____
Signature Guaranteed By: _____

Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

(e) The Initial Certificate shall be in the form set forth in paragraphs (a), (b) and (d) of this Section, except for the following alterations:

(i) immediately under the name of the Certificate, the headings “INTEREST RATE” and “MATURITY DATE” shall both be completed with the words “As Shown Below” and the words “CUSIP NUMBER” deleted; and

(ii) in the first paragraph of the Certificate, the words “on the Maturity Date specified above, the sum of _____ DOLLARS” shall be deleted and the following will be inserted: “on August 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth with the following schedule:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
-------------	-----------------------------	--------------------------

(Information to be inserted from schedule
in Section 3.02 of this Ordinance)

Section 6.03. CUSIP Registration.

The City may secure identification numbers through the CUSIP Service Bureau Division of Standard & Poor’s Corporation, New York, New York, and may authorize the printing of such numbers on the face of the Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Certificates shall be of no significance or effect as regards the legality thereof and neither the City nor the attorneys approving said Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Certificates.

Section 6.04. Legal Opinion.

The approving legal opinion of Bracewell LLP, Bond Counsel, may be attached to or printed on the reverse side of each Certificate over the certification of the City Secretary of the City, which may be executed in facsimile.

Section 6.05. Statement of Insurance.

A statement relating to a municipal bond insurance policy, if any, to be issued for the Certificates may be printed on or attached to each Certificate.

ARTICLE VII

SALE AND DELIVERY OF CERTIFICATES; DEPOSIT OF PROCEEDS; OFFICIAL STATEMENT

Section 7.01. Sale of Certificates.

(a) The Certificates are hereby sold and awarded and shall be delivered to _____ (the “Purchaser”) at the price equal to the principal amount thereof plus a cash premium of \$ _____. It is hereby found and determined that the bid of the Purchaser conforms to the requirements of the conditions for sale and produces the lowest true

interest cost rate to the City. The Certificates shall be initially registered in the name of the Purchaser or its designee.

(b) All officers of the City are authorized to execute such documents, certificates and receipts, and to make such elections with respect to the tax-exempt status of the Certificates, as they may deem appropriate in order to consummate the delivery of the Certificates. Further, in connection with the submission of the record of proceedings for the Certificates to the Attorney General of the State of Texas for examination and approval of such Certificates, the appropriate officer of the City is hereby authorized and directed to issue a check of the City payable to the Attorney General of the State of Texas as a nonrefundable examination fee in the amount required by Chapter 1202, Texas Government Code (such amount to be the lesser of (i) 1/10th of 1% of the principal amount of the Certificates or (ii) \$9,500.

(c) The obligation of the Purchaser to accept delivery of the Certificates is subject to the Purchaser being furnished with the final, approving opinion of Bracewell LLP, Bond Counsel for the City, which opinion shall be dated and delivered on the Closing Date.

Section 7.02. Deposit of Proceeds.

Proceeds from the sale of the Certificates shall, promptly upon receipt by the City, be applied as follows:

(a) Certificate proceeds in the amount of \$_____ shall be used for the purposes set forth in Section 3.01.

(b) Certificate proceeds in the amount of \$_____ shall be used to pay the costs of issuance provided that any amount remaining after the payment of paying costs of issuance shall be deposited for the purposes described in subsection (a) above.

(c) Any Certificate proceeds not used for the purposes described in subsections (a) and (b) above shall be deposited to the Interest and Sinking Fund.

Section 7.03. Control and Delivery of Certificates.

(a) The Mayor of the City is hereby authorized to have control of the Initial Certificate and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts of the State of Texas, delivery of the Certificates shall be made to the Purchaser under and subject to the general supervision and direction of the Mayor, against receipt by the City of all amounts due to the City under the terms of sale.

(c) In the event the Mayor or City Secretary is absent or otherwise unable to execute any document or take any action authorized herein, the Mayor Pro Tem and the Assistant City Secretary, respectively, shall be authorized to execute such documents and take such actions, and

the performance of such duties by the Mayor Pro Tem and the Assistant City Secretary shall for the purposes of this Ordinance have the same force and effect as if such duties were performed by the Mayor and City Secretary, respectively.

Section 7.04. Official Statement.

The form and substance of the Preliminary Official Statement, and any addenda, supplement or amendment thereto, and the final Official Statement (the "Official Statement") presented to and considered at this meeting, are hereby in all respects approved and adopted, and the Preliminary Official Statement is hereby deemed final as of its date (except for the omission of pricing and related information) within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The Mayor and City Secretary of the City are hereby authorized and directed to execute the same and to deliver or cause to be delivered appropriate numbers of copies thereof to the Purchaser. The Official Statement as thus approved and delivered, with such appropriate variations as shall be approved by the Mayor of the City and the Purchaser, may be used by the Purchaser in the public offering and sale thereof. The use and distribution of the Preliminary Official Statement in the public offering of the Certificates by the Purchaser is hereby ratified, approved and confirmed. The City Secretary is hereby authorized and directed to include and maintain a copy of the Official Statement and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Official Statement and the preliminary public offering of the Certificates by the Purchaser is hereby ratified, approved and confirmed.

ARTICLE VIII

INVESTMENTS

Section 8.01. Investments.

(a) Money in the Interest and Sinking Fund created by this Ordinance, at the option of the City, may be invested in such securities or obligations as permitted under applicable law as in effect on the date of the investment.

(b) Any securities or obligations in which money in the Interest and Sinking Fund is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the Interest and Sinking Fund.

Section 8.02. Investment Income.

(a) Interest and income derived from investment of the Interest and Sinking Fund shall be credited to such Fund.

(b) Interest and income derived from the investment of funds deposited pursuant to Section 7.02 hereof shall be credited to the fund or account where deposited until completion of the Project; thereafter, to the extent such interest and income are present, such interest and income shall be deposited to the Interest and Sinking Fund.

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01. Payment of the Certificates.

On or before each Interest Payment Date for the Certificates and while any of the Certificates are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay such interest on and principal of the Certificates as will accrue or mature on the applicable Interest Payment Date, maturity date or date of prior redemption.

Section 9.02. Other Representations and Covenants.

(a) The City will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Certificate; the City will promptly pay or cause to be paid the principal of and interest on each Certificate on the dates and at the places and manner prescribed in such Certificate; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State of Texas to issue the Certificates; all action on its part for the creation and issuance of the Certificates has been duly and effectively taken; and the Certificates in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

Section 9.03. Federal Income Tax Matters.

(a) General. The City covenants not to take any action or omit to take any action that, if taken or omitted, would cause the interest on the Certificates to be includable in gross income for federal income tax purposes. In furtherance thereof, the City covenants to comply with sections 103 and 141 through 150 of the Code and the provisions set forth in the Federal Tax Certificate executed by the City in connection with the Certificates.

(b) No Private Activity Bonds. The City covenants that it will use the proceeds of the Certificates (including investment income) and the property financed, directly or indirectly, with such proceeds so that the Certificates will not be “private activity bonds” within the meaning of section 141 of the Code. Furthermore, the City will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Certificates to be “private activity bonds” unless it takes a remedial action permitted by section 1.141-12 of the Regulations.

(c) No Federal Guarantee. The City covenants not to take any action or omit to take any action that, if taken or omitted, would cause the Certificates to be “federally guaranteed” within the meaning of section 149(b) of the Code, except as permitted by section 149(b)(3) of the Code.

(d) No Hedge Bonds. The City covenants not to take any action or omit to take action that, if taken or omitted, would cause the Certificates to be “hedge bonds” within the meaning of section 149(g) of the Code.

(e) No Arbitrage Bonds. The City covenants that it will make such use of the proceeds of the Certificates (including investment income) and regulate the investment of such proceeds of the Certificates so that the Certificates will not be “arbitrage bonds” within the meaning of section 148(a) of the Code.

(f) Required Rebate. The City covenants that, if the City does not qualify for an exception to the requirements of section 148(f) of the Code, the City will comply with the requirement that certain amounts earned by the City on the investment of the gross proceeds of the Certificates, be rebated to the United States.

(g) Information Reporting. The City covenants to file or cause to be filed with the Secretary of the Treasury an information statement concerning the Certificates in accordance with section 149(e) of the Code.

(h) Record Retention. The City covenants to retain all material records relating to the expenditure of the proceeds (including investment income) of the Certificates and the use of the property financed, directly or indirectly, thereby until three years after the last Certificate is redeemed or paid at maturity (or such other period as provided by subsequent guidance issued by the Department of the Treasury) in a manner that ensures their complete access throughout such retention period.

(i) Registration. If the Certificates are “registration-required bonds” under section 149(a)(2) of the Code, the Certificates will be issued in registered form.

(j) Favorable Opinion of Bond Counsel. Notwithstanding the foregoing, the City will not be required to comply with any of the federal tax covenants set forth above if the City has received an opinion of nationally recognized bond counsel that such noncompliance will not adversely affect the excludability of interest on the Certificates from gross income for federal income tax purposes.

(k) Continuing Compliance. Notwithstanding any other provision of this Ordinance, the City’s obligations under the federal tax covenants set forth above will survive the defeasance and discharge of the Certificates for as long as such matters are relevant to the excludability of interest on the Certificates from gross income for federal income tax purposes.

(l) Official Intent. For purposes of section 1.150-2(d) of the Regulations, to the extent that an official intent to reimburse has not previously been adopted by the City, this Ordinance serves as the City’s official declaration of intent to use proceeds of the Certificates to reimburse itself from proceeds of the Certificates issued in the maximum amount for certain expenditures paid in connection with the projects set forth herein. Any such reimbursement will only be made (i) for an original expenditure paid no earlier than 60 days prior to the date hereof and (ii) not later than 18 months after the later of (A) the date the original expenditure is paid or (B) the date of with the project to which such expenditure relates is placed in service or abandoned, but in to event more than three years after the original expenditure is paid.

ARTICLE X

DEFAULT AND REMEDIES

Section 10.01. Events of Default.

Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

- (i) the failure to make payment of the principal of or interest on any of the Certificates when the same becomes due and payable; or
- (ii) default in the performance or observance of any other covenant, agreement or obligation of the City, which default materially and adversely affects the rights of the Owners, including but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of sixty (60) days after notice of such default is given by any Owner to the City.

Section 10.02. Remedies for Default.

(a) Upon the happening of any Event of Default, then any Owner or an authorized representative thereof, including but not limited to, a trustee or trustees therefor, may proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Certificates then outstanding.

Section 10.03. Remedies Not Exclusive.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

ARTICLE XI

DISCHARGE

Section 11.01. Discharge.

The Certificates may be refunded, discharged or defeased in any manner permitted by applicable law.

ARTICLE XII

CONTINUING DISCLOSURE UNDERTAKING

Section 12.01. Annual Reports.

(a) The City shall provide annually to the MSRB within six (6) months after the end of each Fiscal Year, financial information and operating data with respect to the City of the general type included in the final Official Statement, being the information described in Exhibit A hereto. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit A hereto, and (ii) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall provide notice that audited financial statements are not available and shall provide unaudited financial statements for the applicable Fiscal Year to the MSRB. Thereafter, when and if audited financial statements become available, the City shall provide such audited financial statements as required to the MSRB.

(b) If the City changes its Fiscal Year, it will notify the MSRB of the change (and of the date of the new Fiscal Year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

Section 12.02. Event Notices.

(a) The City shall provide notice of any of the following events with respect to the Certificates to the MSRB in a timely manner and in not more than 10 business days after the occurrence of the event:

- (i) principal and interest payment delinquencies;
- (ii) nonpayment related defaults, if material;

- (iii) unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) substitution of credit or liquidity providers, or their failure to perform;
- (vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
- (vii) modifications to rights of Owners, if material;
- (viii) bond calls, if material and tender offers;
- (ix) defeasance;
- (x) release, substitution, or sale of property securing repayment of the Certificates, if material;
- (xi) rating changes;
- (xii) bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
- (xiii) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (xiv) appointment of a successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material;
- (xv) incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
- (xvi) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (A) any event described in the immediately preceding clause (xii) in this Section is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or

governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets of business of the City, and (B) the City intends the words used in the immediately preceding clauses (xv) and (xvi) in this Section and in the definition of Financial Obligation in Section 1.01 to have the meanings ascribed to them in SEC Release No. 34-83885 dated August 20, 2018.

(b) The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 12.01 of this Ordinance by the time required by such Section.

Section 12.03. Limitations, Disclaimers and Amendments.

(a) The City shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the City remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Article XI that causes Certificates no longer to be Outstanding.

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Certificates, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the City in observing or performing its obligations under this Article shall comprise a breach of or default under the Ordinance for purposes of any other provisions of this Ordinance.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(e) The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (i) the provisions of this Article, as so amended, would have permitted a purchaser to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (B) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Certificates. The provisions of this Article may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent the underwriter of the initial public offering of the Certificates from lawfully purchasing or selling Certificates in such offering. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 12.02 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

ARTICLE XIII

AMENDMENTS TO ORDINANCE

Section 13.01. Amendments of Ordinance.

The City may, without the consent of or notice to the Owners, from time to time and at any time amend this Ordinance in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the written consent of the Owners of a majority in aggregate principal amount of the Certificates then outstanding, amend, add to or rescind any of the provisions of this Ordinance; provided, that, without the consent of the Owners of all Certificates then outstanding, no such amendment, addition, or rescission shall:

- (a) affect the rights of the Owners of less than all of the Certificates then outstanding;
- (b) make any change in the maturities of the Certificates;
- (c) reduce the rate of interest borne by any of the Certificates;
- (d) reduce the amount of the principal payable on the Certificates;
- (e) modify the terms of payment of principal of or interest on the Certificates or impose any conditions with respect to such payment; or

(f) change the minimum percentage of the principal amount of Certificates necessary for consent to such amendment.

Certificates owned or held by or for the account of or for the benefit of the City shall not be deemed to be outstanding for the purpose of amending this Ordinance.

Section 13.02. Notice and Adoption of Amendment.

If the City desires to amend this Ordinance and such amendment requires the consent of the Owners pursuant to Section 13.01, the City shall cause notice of the proposed amendment to be given in writing to each Owner of Certificates then outstanding. If, within thirty (30) days, or such longer period as shall be prescribed by the City, following the giving of such notice, the Owners of Certificates then outstanding in the aggregate principal amount required by Section 13.01 shall have consented to the amendment as herein provided, no Owner of a Certificate shall have any right to object to any of the terms and provisions contained therein, or in any manner to question the propriety of the execution thereof, and all the rights of all Owners of Certificates shall thereafter be determined, exercised, and enforced hereunder subject in all respects to such amendment.

Section 13.03. Consent of Owner Irrevocable.

Any consent given by any Owner of a Certificate pursuant to the provisions of this Article shall be irrevocable and binding on all future Owners of the same Certificates from the date of such consent.

Section 13.04. Nonsubstantive Changes.

The Mayor and the City Manager, in consultation with the City's Bond Counsel, is hereby authorized and directed to approve such nonsubstantive changes to this Ordinance as may be required by the Attorney General of Texas in his approval of the Certificates herein authorized.

ARTICLE XIV

ADDITIONAL MATTERS

Section 14.01. Effective Immediately.

Notwithstanding any provision of the City Charter, this Ordinance shall become effective immediately upon its adoption at this meeting pursuant to Section 1201.028, Texas Government Code.

Section 14.02. Governing Law.

This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 14.03. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 14.04. Open to the Public. It is hereby officially found and determined that the meeting at which this Ordinance is passed is open to the public and that public notice of the time, place and purpose of said meeting was given as required by law.

PASSED, APPROVED AND ADOPTED this March 7, 2024.

Atwood C. Kenjura
City of Brenham, Texas

ATTEST:

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

EXHIBIT A

DESCRIPTION OF ANNUAL DISCLOSURE OF FINANCIAL INFORMATION

The following information is referred to in Article XII of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Article are as specified (and included in the Appendix or other headings of the Official Statement referred to) below:

1. The portions of the financial statements of the City appended to the Official Statement as Appendix B, but for the most recently concluded Fiscal Year.
2. Statistical and financial data set forth in Tables numbered 1 through 4 and 6 through 9, each inclusive.

Accounting Principles

The accounting principles referred to in such Article are the accounting principles described in the notes to the financial statements referred to in Paragraph 1 above.



City Council Regular Meeting
AGENDA ITEM 9

Agenda Item: Presentation and Discussion on the Tax Phase-In Compliance Review Committee

Meeting Date: March 7, 2024

Department: Economic and Community Development

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

SUMMARY STATEMENT:

The Tax Phase-In Compliance Review Committee met to review compliance from companies who received tax abatement in 2023. The attached memo is a report of their findings.

ATTACHMENTS:

1. 2023 Tax Phase-In Compliance Memo

RECOMMENDATION:

No action - discussion only.

Brenham | Washington County

Economic Development

MEMORANDUM

To: City of Brenham Mayor and City Council

From: Teresa Rosales, Economic & Community Development Director

Subject: 2023 Tax Phase-In Compliance

Date: March 7, 2024

The Joint Compliance Committee for Tax Phase-In, comprised of representatives appointed by both the City of Brenham and Washington County, convened on January 26, 2024 to review compliance on each company that has an active tax phase-in agreement.

Committee members are Roger Chambers, Sharlie Douglass, Myron Dippel and Tieman Dippel. I was present at this meeting along with Washington County Chief Appraiser Dyann White.

The following companies applied for abatement in 2023:

- Blue Bell Creameries
- D Bar B Sausage
- Del Sol
- Double R Brand Foods
- Quest Specialty

Contact was made with each company to provide documentation evidencing employment numbers and salary. In addition, companies were all required to complete, sign and notarize an Affidavit Supporting Employment and Certificate of Compliance form. This documentation was reviewed by the Compliance Committee and deemed acceptable.

In addition, Dyann White explained her process for verifying capital investment dollars, in order to calculate the annual tax abatement percentage.

It was determined that all companies listed above are in compliance with their respective Tax Phase-In Agreements.



City Council Regular Meeting
AGENDA ITEM 10

Agenda Item: Presentation and Discussion on FY 23-24 First Quarter Financial Reports

Meeting Date: March 7, 2024

Department: Finance

Staff Contact: Timothy McRoberts, Strategic Budget Officer

SUMMARY STATEMENT:

The Finance Division is pleased to provide financial performance reports for the quarter ending December 31, 2023. The General Fund (excluding sub-funds) and the six major utility funds are presented.

ATTACHMENTS:

1. First Quarter Results FY24 Memo
2. First Quarter Results FY24

RECOMMENDATION:

No action - discussion only.



MEMORANDUM

To: Mayor, Council and City Manager

From: Tim McRoberts, Strategic Budget Officer

Subject: FY 23-24 Year-To-Date First Quarter Financial Report

Date: March 7, 2024

The Finance Division is pleased to provide financial performance reports for the quarter ending December 31, 2023. The General Fund (excluding sub-funds) and the six major utility funds are presented.

Just as a general note, when looking at municipal financial reports, it is important to take into account the seasonality of both revenues and expenditures. A quarterly report is a snapshot in time, and may not reflect some of the heaviest revenue or expenditure cycles that typically occur later in the fiscal year. This is why this report is presented in terms of trends and comparisons and has less focus on actual net revenue/loss. All financials include comparisons of year-to-date first quarter actual results versus year-to-date first quarter prior year. In addition, year-to-date first quarter actual results are compared to the current adopted annual budget.

A few examples of the seasonality include General Fund ad valorem property tax revenue, which is collected by January 31st, while sales tax revenue typically lags behind due to State reporting, collection and remittance lead times. General Fund expenditures on the other hand typically have the heaviest spending in Spring and Summer when the weather allows for Park activities and Public Works projects. On the Utility side, Electric and Water have heaviest revenues at the height of the Summer, while Gas typically has heaviest revenues in Winter due to heating costs.

Actual to Budget Comparison

All funds experienced favorable actual to budget net revenues for first quarter FY 23-24 except the Electric Fund. Details on each fund are explained below.

FINANCIAL PERFORMANCE SUMMARY

Fund	For Period Ending December 31, 2023				
	YTD Revenues & Other Sources	YTD Expenditures & Other Uses	Actual Net Revenues (Loss)	Budgeted Net Revenues (Loss)	Actual to Budget Comparison Fav/(Unfav)
General	\$9,119,795	\$5,896,328	\$3,223,467	\$0	\$3,223,467
Electric Distribution	\$2,102,779	\$2,158,221	(\$55,442)	(\$29,923)	(\$25,520)
Gas Distribution	\$395,022	\$392,724	\$2,298	(\$14,238)	\$16,536
Water	\$1,733,205	\$1,483,057	\$250,148	\$100,439	\$149,709
Wastewater	\$1,064,108	\$816,069	\$248,039	(\$1,216)	\$249,255
Sanitation	\$654,414	\$485,912	\$168,502	(\$40,659)	\$209,161
Drainage	\$176,353	\$117,070	\$59,283	\$0	\$59,283

GENERAL FUND

The General Fund posted actual year-to-date first quarter revenues of \$9,119,795.

- Many General Fund revenues are essentially fixed, and where the budget is set is typically what will be received. A few examples of these types of revenues include ad valorem taxes, intergovernmental contract revenues, franchise taxes, and payment from component units. These revenues, while stable, will not vary much from the budget.
- As mentioned above, seasonality plays a large part in first quarter General Fund results. As of 12/31/23 we have received 95% of our ad valorem tax revenue. While bills are due 1/31/24, Washington County offers a discount for early payments which usually results in almost all of our property tax revenue being collected in the first quarter. This skews the overall revenue percentage as we will receive little to no property tax revenues in the last three quarters of the fiscal year.
- Sales tax is another revenue that does have some seasonality to it. December sales tax is generally our largest month due to holiday shopping within the city. So while sales tax is tracking higher than budget, it is important to note that the first quarter includes our largest sales tax month. December sales tax was also the highest on record due to retail growth within the city.
- Permit numbers have been down slightly year over year, however revenues remain on track thanks to increased permit fees.
- Investment income continues to benefit from high interest rates.
- Overall as of 12/31/23 revenues are at 39.7% of budget.

Year-to-date first quarter operating expenditures and other financing uses were \$5,896,328.

- Personnel costs were favorable to budget by \$567,284 due to turnover and vacancies. This was an important factor in the overall net position. However, when looking at first quarter results, it is important to note that encumbered yet not spent funds are reflected which skews expenditure categories higher. A few examples of this are the yearly engineering services contract, or equipment that has been ordered, but not yet received.

- A few expenditure categories we are monitoring are supplies, services and maintenance. While these expenses are tracking with budget, it is important to note the seasonality of many General Fund Departments and sometimes the heaviest spending on Streets, Parks, and Aquatics can come in the Spring and Summer.
- Overall, expenditures for the first quarter are at 25.1% of budget, which is right on track.

ELECTRIC FUND

The Electric Distribution Fund posted a year-to-date net deficit of (\$55,442). Given the seasonality of the Electric Fund, this should be on pace to meet the budgeted fiscal year deficit of (\$119,690). Highlights include:

- Revenues from charges for services were above prior year by \$205,929 due to increased KWH sales, new connects, developer fees and increased interest.
- Department operating expenditures are tracking with the budget and the only categories higher than 25% are due to money encumbered but not spent in the services and capital line items.
- Transfers to the General Fund were lower than budget due to lower spending in General Fund shared service departments.

GAS FUND

Year-to-date the Gas Distribution Fund posted actual net revenue of \$2,298, which was slightly better than the expected net loss of (\$14,238). Highlights for the quarter include:

- Revenues are highly dependent on seasonal changes and our area experienced mild weather through December 31st. Revenues are tracking slightly down at 22.3% of overall budget, but we know at this point the cold weather snap in January should help us more than meet our revenue projections.
- Department operating expenditures so far were all within budget;
- The Gas Fund has no debt service; and
- Transfers to the General Fund and Electric Fund were lower than budget because of shared service department savings.

WATER FUND

The Water Fund posted a first quarter net revenue of \$250,148 which was favorable to projected net revenue of \$100,439. Highlights include:

- Revenues from charges for services were higher than prior year by \$148,468 on higher billed gallons of consumption.
- Department operating expenditures were unfavorable (higher) than budget in the supplies (chemicals), services and gross revenue tax categories, partially offsetting savings in personnel and maintenance.
- Transfers-out to the General Fund and the Electric Fund are favorable because of shared service department savings.

WASTEWATER FUND

FY 23-24 year-to-date net revenue for the Wastewater Fund was \$248,039. Highlights include:

- First quarter revenues from charges for services are tracking well with the budget at 24.2% or \$1,017,699.
- Operating expenditures were in line with where we would expect at this time of year. The only anomaly is in the miscellaneous category, where the expenses are skewed by the yearly liability insurance being paid in the first quarter.
- Transfers-out to the General Fund and the Electric Fund for shared service cost reimbursements were favorable to budget.

SANITATION FUND

The Sanitation Fund posted actual year-to-date first quarter net income of \$168,502 compared to budget net loss of (\$162,635), though much of this can be attributed to the timing of billing cycles. Now that the City has dissolved its in-house Sanitation Department, this Fund is largely a pass-through.

DRAINAGE FUND

The Drainage Fund posted actual year-to-date first quarter FY 23-24 net income of \$59,283 which was favorable to a budgeted net neutral position. Highlights for the year include:

- Expenditures are lower than budget due to capital costs budgeted but not yet incurred, and a \$154,023 transfer out to drainage capital projects that has not yet been disbursed.

CONCLUSION

For year-to-date first quarter of FY 23-24, all funds experienced favorable actual to budget net revenues except for the Electric Fund. However, the imbalance in the Electric Fund can be attributed to capital projects that have encumbered but not yet spent, which skews most of the expense to the first quarter. The General Fund had a very healthy quarter with strong revenues from sales tax, investments, and permits along with expenditure savings from personnel turnover. The Electric, Water and Wastewater Funds also performed well, especially considering the heavy seasonality weighted on summer activity. On the other end of the weather cycle, a mild weather pattern through December 31st affected natural gas sales and revenues negatively, however we know a cold snap in the second quarter should help compensate for this. Staff has done an excellent job trying to contain rising costs wherever possible. We continue to watch our operational expenditure budgets closely to monitor the effects persistent inflation is having on maintenance, supplies and labor. After you have reviewed this financial performance report, should you have any questions or comments prior to the council meeting, please do not hesitate to contact us directly.

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

	1ST QTR FY 23	1ST QTR FY 24	FY24 BUDGET (A)	YTD AS % BUDGET (A)
Beginning Fund Balance	6,235,682	7,298,684	7,298,684	-
CURRENT REVENUES				
Ad Valorem Taxes	4,724,425	5,203,588	6,332,843	82.2%
Sales Tax	1,795,518	1,915,576	7,247,487	26.4%
Utility Franchise Taxes	646,413	670,814	2,828,402	23.7%
Other Taxes	25,513	22,143	479,868	4.6%
Licenses & Permits	115,372	107,362	401,732	26.7%
Intergovernmental	39,224	3,000	507,843	0.6%
Charges for Service	67,004	89,066	630,945	14.1%
Fines & Forfeitures	115,658	158,772	706,695	22.5%
Investment Income	106,486	108,311	201,732	53.7%
Miscellaneous	55,770	67,417	244,913	27.5%
TOTAL REVENUES	7,691,383	8,346,049	19,582,461	42.6%
OTHER FINANCING SOURCES				
Transfers In (Utilities)	630,572	640,996	2,865,059	22.4%
Transfers In (Court)	3,750	3,750	15,000	25.0%
Transfers In (GF Hot Tax)	15,000	25,000	100,000	25.0%
Transfers In (BCDC Parks & Rec)	-	104,000	416,000	25.0%
TOTAL OTHER	649,322	773,746	3,396,059	22.8%
TOTAL REVENUES	8,340,705	9,119,795	22,978,520	39.7%
	1ST QTR FY 23	1ST QTR FY 24	FY24 BUDGET (A)	YTD AS % BUDGET (A)
EXPENDITURES BY DEPARTMENT				
DEPT 049 MKTING & PR	98,542	61,015	247,441	24.7%
DEPT 100 NON-DEPT DIRECT	286,806	349,630	1,109,979	31.5%
DEPT 110 NON-DEPT MISC	14,304	14,988	194,165	7.7%
DEPT 121 ADMINISTRATION	263,669	294,596	1,059,440	27.8%
DEPT 122 DEVELOPMENT SVCS	307,312	335,569	1,174,726	28.6%
DEPT 123 HUMAN RESOURCES	80,580	96,793	453,651	21.3%
DEPT 125 MAIN STREET	29,369	33,566	153,258	21.9%
DEPT 131 MAINTENANCE	241,869	285,641	974,231	29.3%
DEPT 133 FINANCE	235,374	327,080	1,125,292	29.1%
DEPT 135 PURCHASING/WHSE	89,546	83,139	406,020	20.5%
DEPT 141 STREETS	277,938	385,041	1,464,289	26.3%
DEPT 144 PARKS & RECREATION	413,998	581,482	1,552,948	37.4%
DEPT 146 LIBRARY	152,831	171,490	610,676	28.1%
DEPT 149 AQUATICS	306,148	256,696	1,079,684	23.8%
DEPT 151 POLICE	1,424,210	1,383,569	5,910,103	23.4%
DEPT 152 FIRE	567,690	694,242	3,290,772	21.1%
DEPT 154 ANIMAL SERVICES	118,322	170,620	671,322	25.4%
DEPT 155 MUNICIPAL COURT	99,381	107,894	432,122	25.0%
DEPT 167 GENERAL GOVT SVCS	82,567	90,839	329,734	27.5%
DEPT 172 INFORMATION TECHNOLOGY	181,407	172,581	1,009,381	17.1%
TOTAL EXPENDITURES BY DEPT	5,271,863	5,896,328	23,249,234	25.4%
OTHER FINANCING USES				
Transfers Out (Airport Grant Fund)	70,000	-	29,500	0.0%
Transfers Out (Airport Operations)	-	-	188,045	0.0%
TOTAL OTHER FINANCING	70,000	-	217,545	0.0%
TOTAL EXPENDITURES	5,341,863	5,896,328	23,466,779	25.1%
NET REVENUES & EXPENDITURES	2,998,842	3,223,467	(488,259)	
FUND BALANCES - ENDING	9,234,524	10,522,151	6,810,425	-

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

	1ST QTR FY 23	1ST QTR FY 24	FY24 BUDGET (A)	YTD AS % BUDGET (A)
Beginning Fund Balance	6,235,682	7,298,684	7,298,684	-
CURRENT REVENUES				
Ad Valorem Taxes	4,724,425	5,203,588	6,332,843	82.2%
Sales Tax	1,795,518	1,915,576	7,247,487	26.4%
Utility Franchise Taxes	646,413	670,814	2,828,402	23.7%
Other Taxes	25,513	22,143	479,868	4.6%
Licenses & Permits	115,372	107,362	401,732	26.7%
Intergovernmental	39,224	3,000	507,843	0.6%
Charges for Service	67,004	89,066	630,945	14.1%
Fines & Forfeitures	115,658	158,772	706,695	22.5%
Investment Income	106,486	108,311	201,732	53.7%
Miscellaneous	55,770	67,417	244,913	27.5%
TOTAL REVENUES	7,691,383	8,346,049	19,582,461	42.6%
OTHER FINANCING SOURCES				
Transfers In (Utilities)	630,572	640,996	2,865,059	22.4%
Transfers In (Court)	3,750	3,750	15,000	25.0%
Transfers In (GF Hot Tax)	15,000	25,000	100,000	25.0%
Transfers In (BCDC Parks & Rec)	-	104,000	416,000	25.0%
TOTAL OTHER	649,322	773,746	3,396,059	22.8%
TOTAL REVENUES	8,340,705	9,119,795	22,978,520	39.7%
	1ST QTR FY 23	1ST QTR FY 24	FY24 BUDGET (A)	YTD AS % BUDGET (A)
EXPENDITURES BY CATEGORY				
Personnel	2,910,063	3,220,169	15,149,813	21.3%
Supplies	258,728	316,890	1,161,987	27.3%
Maintenance	255,286	204,689	1,119,800	18.3%
Services	1,001,078	1,213,434	3,202,535	37.9%
Non-Capital Assets	127,598	44,577	160,256	27.8%
Capital	357,078	287,918	1,079,755	26.7%
Miscellaneous	362,032	608,795	1,375,087	44.3%
TOTAL EXPENDITURES BY CATEGORY	5,271,863	5,896,471	23,249,233	25.4%
OTHER FINANCING USES				
Transfers Out (Airport Grant Fund)	70,000	-	29,500	0.0%
Transfers Out (Airport Operations)	-	-	188,045	0.0%
TOTAL OTHER FINANCING	70,000	-	217,545	0.0%
TOTAL EXPENDITURES	5,341,863	5,896,471	23,466,778	25.1%
NET REVENUES & EXPENDITURES	2,998,842	3,223,323	(488,259)	
FUND BALANCES - ENDING	9,234,524	10,522,007	6,810,425	-

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

<i>IN \$</i>	1ST QTR FY 23	1ST QTR FY 24	FY24 BUDGET (A)	YTD AS % BUDGET (A)
OPERATING REVENUES				
CHARGES FOR SERVICES	1,683,504	1,889,433	7,559,513	25.0%
TOTAL REVENUES	1,683,504	1,889,433	7,559,513	25.0%
OPERATING EXPENDITURES				
SALARIES	565,180	579,313	2,608,021	22.2%
SUPPLIES	41,058	45,496	188,730	24.1%
MAINTENANCE	27,231	18,192	201,300	9.0%
CONTRACTUAL SERVICES	127,007	198,146	508,339	39.0%
CAPITAL OUTLAY (NET BOND PROJECTS) a.	104,436	468,495	1,109,024	42.2%
GROSS REVENUE TAX	364,323	411,787	1,776,987	23.2%
MISCELLANEOUS	47,002	62,846	296,913	21.2%
TOTAL OPERATING EXPENDITURES	1,276,237	1,784,275	6,689,314	26.7%
OPERATING INCOME (LOSS)	407,267	105,158	870,199	12.1%
NONOPERATING REVENUES (EXPENDITURES)				
DEBT SERVICE:				
INT/FISCAL CHARGES (FEB & AUG)	-	-	- -	
PRINCIPAL RETIREMENT (AUG)	-	-	- -	
ISSUANCE COSTS	-	-	- -	
INTERGOVERNMENTAL	-	-	-	
INVESTMENT INCOME (NET BOND INV INT) b.	5,936	9,638	251,080	3.8%
GAIN ON SALE OF CAPITAL ASSETS	-	-	-	
MISCELLANEOUS, NET	847	9,384	18,838	49.8%
TOTAL NONOPERATING REVENUES (EXP)	6,783	19,022	269,918	7.0%
INCOME (LOSS) BEFORE CONTRIBUTIONS AND TRANSFERS				
	414,050	124,180	1,140,117	10.9%
TRANSFERS IN	173,120	194,324	661,480	29.4%
TRANSFERS OUT	(392,409)	(373,946)	(1,921,287)	19.5%
TOTAL TRANSFERS IN/(OUT)	(219,289)	(179,622)	(1,259,807)	14.3%
CHANGE IN NET POSITION DISTRIBUTION	194,761	(55,442)	(119,690)	46.3%
WHOLESALE POWER COST (PASS-THROUGH)				
TOTAL CHARGES FOR SERVICES	3,670,824	4,309,172	18,703,936	23.0%
TOTAL PURCHASE POWER COSTS	3,936,816	4,054,459	18,702,051	21.7%
CHANGE IN NET POSITION ENERGY	(265,992)	254,713	1,885	13512.6%

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

<i>IN \$</i>	1ST QTR FY 23	1ST QTR FY 24	FY24 BUDGET (A)	YTD AS % BUDGET (A)
OPERATING REVENUES				
CHARGES FOR SERVICES	387,242	382,284	1,710,596	22.3%
TOTAL REVENUES	387,242	382,284	1,710,596	22.3%
OPERATING EXPENDITURES				
SALARIES	127,518	132,707	566,509	23.4%
SUPPLIES	7,345	4,395	29,675	14.8%
MAINTENANCE	3,716	1,149	43,860	2.6%
CONTRACTUAL SERVICES	4,582	3,836	49,263	7.8%
CAPITAL OUTLAY	30,658	57,973	340,041	17.0%
GROSS REVENUE TAX	83,287	50,226	200,203	25.1%
MISCELLANEOUS	9,621	7,569	31,303	24.2%
TOTAL OPERATING EXPENDITURES	266,727	257,856	1,260,854	20.5%
OPERATING INCOME (LOSS)	120,516	124,428	449,742	27.7%
NONOPERATING REVENUES (EXPENDITURES)				
DEBT SERVICE:				
INT/FISCAL CHARGES (FEB & AUG)	-	-	-	-
PRINCIPAL RETIREMENT (AUG)	-	-	-	-
ISSUANCE COSTS	-	-	-	-
INTERGOVERNMENTAL	-	-	-	-
INVESTMENT INCOME	7,943	12,738	41,402	30.8%
GAIN ON SALE OF CAPITAL ASSETS	-	-	-	-
MISCELLANEOUS, NET	-	-	-	-
TOTAL NONOPERATING REVENUES (EXP)	7,943	12,738	41,402	30.8%
INCOME (LOSS) BEFORE CONTRIBUTIONS AND TRANSFERS	128,459	137,167	491,144	27.9%
TRANSFERS IN	-	-	-	-
TRANSFERS OUT	(119,692)	(134,868)	(548,094)	24.6%
TOTAL TRANSFERS IN/(OUT)	(119,692)	(134,868)	(548,094)	24.6%
CHANGE IN NET POSITION DISTRIBUTION	8,767	2,299	(56,950)	-4.0%
NATURAL GAS SUPPLY COST (PASS-THROUGH)				
TOTAL CHARGES FOR SERVICES	818,376	347,089	1,218,854	28.5%
TOTAL PURCHASE POWER COSTS	771,527	366,891	1,218,854	30.1%
CHANGE IN NET GAS SUPPLY COST	46,849	(19,802)	-	-

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

<i>IN \$</i>	1ST QTR FY 23	1ST QTR FY 24	FY24 BUDGET (A)	YTD AS % BUDGET (A)
OPERATING REVENUES				
CHARGES FOR SERVICES	1,569,399	1,717,867	6,120,573	28.1%
TOTAL REVENUES	1,569,399	1,717,867	6,120,573	28.1%
OPERATING EXPENDITURES				
COST OF SALES AND SERVICES	109,428	116,267	467,556	24.9%
SALARIES	223,774	237,837	1,081,738	22.0%
SUPPLIES	241,955	466,311	750,650	62.1%
MAINTENANCE	38,806	65,863	265,995	24.8%
CONTRACTUAL SERVICES	104,499	156,295	453,590	34.5%
CAPITAL OUTLAY (NET FEMA & BOND PROJ) a.	14,092	160,353	490,042	32.7%
GROSS REVENUE TAX	106,556	114,405	408,148	28.0%
MISCELLANEOUS	11,545	14,470	28,097	51.5%
TOTAL OPERATING EXPENDITURES	850,654	1,331,801	3,945,816	33.8%
OPERATING INCOME (LOSS)	718,744	386,066	2,174,757	17.8%
NONOPERATING REVENUES (EXPENDITURES)				
DEBT SERVICE:				
INT/FISCAL CHARGES (FEB & AUG)	(896)	-	(454,409)	0.0%
PRINCIPAL RETIREMENT (AUG)	(35,851)	-	(950,763)	0.0%
ISSUANCE COSTS	-	-	-	-
INTERGOVERNMENTAL (NET FEMA) c.	-	-	-	-
INVESTMENT INCOME (NET BOND INT) b.	1,615	14,351	8,404	170.8%
GAIN ON SALE OF CAPITAL ASSETS	-	-	-	-
MISCELLANEOUS, NET	84,062	987	4,800	20.6%
TOTAL NONOPERATING REVENUES (EXP)	48,930	15,338	(1,391,968)	-1.1%
INCOME (LOSS) BEFORE CONTRIBUTIONS AND TRANSFERS				
	767,674	401,404	782,789	51.3%
TRANSFERS IN	-	-	200,000	0.0%
TRANSFERS OUT	(131,982)	(151,256)	(581,034)	26.0%
TOTAL TRANSFERS IN/(OUT)	(131,982)	(151,256)	(381,034)	39.7%
CHANGE IN NET POSITION OPERATIONS	635,692	250,148	401,755	62.3%

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

<i>IN \$</i>	1ST QTR FY 23	1ST QTR FY 24	FY24 BUDGET (A)	YTD AS % BUDGET (A)
OPERATING REVENUES				
CHARGES FOR SERVICES	997,977	1,017,699	4,210,357	24.2%
TOTAL REVENUES	997,977	1,017,699	4,210,357	24.2%
OPERATING EXPENDITURES				
SALARIES	155,046	215,347	891,097	24.2%
SUPPLIES	44,521	59,142	261,500	22.6%
MAINTENANCE	63,545	60,296	277,250	21.7%
CONTRACTUAL SERVICES	168,070	225,174	1,005,455	22.4%
CAPITAL OUTLAY (NET FEMA & BOND PROJ) a.	2,041	28,591	109,668	26.1%
GROSS REVENUE TAX	64,101	65,521	265,475	24.7%
MISCELLANEOUS	51,564	59,701	78,715	75.8%
TOTAL OPERATING EXPENDITURES	548,889	713,772	2,889,160	24.7%
OPERATING INCOME (LOSS)	449,088	303,927	1,321,197	23.0%
NONOPERATING REVENUES (EXPENDITURES)				
DEBT SERVICE:				
INT/FISCAL CHARGES (FEB & AUG)	-	-	(316,798)	0.0%
PRINCIPAL RETIREMENT (AUG)	-	-	(466,271)	0.0%
ISSUANCE COSTS	-	-	-	-
INTERGOVERNMENTAL (NET FEMA) c.	-	-	-	-
INVESTMENT INCOME (NET BOND INT) b.	6,977	44,794	69,000	64.9%
GAIN ON SALE OF CAPITAL ASSETS	-	-	-	-
MISCELLANEOUS, NET	15,500	1,615	850	190.0%
TOTAL NONOPERATING REVENUES (EXP)	22,477	46,409	(713,219)	-6.5%
INCOME (LOSS) BEFORE CONTRIBUTIONS AND TRANSFERS	471,565	350,336	607,978	57.6%
TRANSFERS IN	-	-	-	-
TRANSFERS OUT	(90,979)	(102,297)	(612,841)	16.7%
TOTAL TRANSFERS IN/(OUT)	(90,979)	(102,297)	(612,841)	16.7%
CHANGE IN NET POSITION OPERATIONS	380,586	248,039	(4,863)	-5100.5%

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

<i>IN \$</i>	1ST QTR FY 23	1ST QTR FY 24	FY24 BUDGET (A)	YTD AS % BUDGET (A)
OPERATING REVENUES				
CHARGES FOR SERVICES	594,174	613,870	2,519,601	24.4%
TOTAL REVENUES	594,174	613,870	2,519,601	24.4%
OPERATING EXPENDITURES				
SALARIES	-	-	-	-
SUPPLIES	-	-	-	-
MAINTENANCE	-	-	-	-
CONTRACTUAL SERVICES	402,086	412,507	2,536,982	16.3%
CAPITAL OUTLAY	-	-	-	-
GROSS REVENUE TAX	-	-	-	-
MISCELLANEOUS	381	452	957	47.2%
TOTAL OPERATING EXPENDITURES	402,467	412,959	2,537,939	16.3%
OPERATING INCOME (LOSS)	191,707	200,911	(18,338)	-1095.6%
NONOPERATING REVENUES (EXPENDITURES)				
DEBT SERVICE:				
INT/FISCAL CHARGES	-	-	-	-
PRINCIPAL RETIREMENT	-	-	-	-
ISSUANCE COSTS	-	-	-	-
INTERGOVERNMENTAL	-	-	-	-
INVESTMENT INCOME	3,769	6,044	12	50366.7%
GAIN ON SALE OF CAPITAL ASSETS	-	-	-	-
MISCELLANEOUS, NET	30,771	34,500	138,500	24.9%
TOTAL NONOPERATING REVENUES (EXP)	34,540	40,544	138,512	29.3%
INCOME (LOSS) BEFORE CONTRIBUTIONS AND TRANSFERS				
	226,247	241,455	120,174	200.9%
TRANSFERS IN	-	-	-	-
TRANSFERS OUT	(68,630)	(72,953)	(282,809)	25.8%
TOTAL TRANSFERS IN/(OUT)	(68,630)	(72,953)	(282,809)	25.8%
CHANGE IN NET POSITION DISTRIBUTION	157,617	168,502	(162,635)	-103.6%

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

<i>IN \$</i>	1ST QTR FY 23	1ST QTR FY 24	FY24 BUDGET (A)	YTD AS % BUDGET (A)
OPERATING REVENUES				
CHARGES FOR SERVICES	172,586	176,353	698,612	25.2%
TOTAL REVENUES	172,586	176,353	698,612	25.2%
OPERATING EXPENDITURES				
SALARIES	28,803	29,717	132,939	22.4%
SUPPLIES	3,040	2,597	25,300	10.3%
MAINTENANCE	23,329	22,095	172,100	12.8%
CONTRACTUAL SERVICES	875	1,809	15,100	12.0%
CAPITAL OUTLAY (EXCLUDES DEBT FUNDED) a.	-	-	129,330	0.0%
GROSS REVENUE TAX	-	-	-	-
MISCELLANEOUS	3,083	3,065	3,483	88.0%
TOTAL OPERATING EXPENDITURES	59,130	59,283	478,252	12.4%
OPERATING INCOME (LOSS)	113,456	117,070	220,360	53.1%
NONOPERATING REVENUES (EXPENDITURES)				
DEBT SERVICE:				
INT/FISCAL CHARGES	-	-	(4,794)	0.0%
PRINCIPAL RETIREMENT	-	-	(67,793)	0.0%
ISSUANCE COSTS	-	-	-	-
INTERGOVERNMENTAL	-	-	-	-
INVESTMENT INCOME	-	-	5,500	0.0%
GAIN ON SALE OF CAPITAL ASSETS	-	-	-	-
MISCELLANEOUS, NET	-	-	750	0.0%
TOTAL NONOPERATING REVENUES (EXP)	-	-	(66,337)	0.0%
INCOME (LOSS) BEFORE CONTRIBUTIONS AND TRANSFERS	113,456	117,070	154,023	76.0%
TRANSFERS IN	-	-	-	-
TRANSFERS OUT	-	-	(154,023)	0.0%
TOTAL TRANSFERS IN/(OUT)	-	-	(154,023)	0.0%
CHANGE IN NET POSITION OPERATIONS	113,456	218,631	-	-



City Council Regular Meeting
AGENDA ITEM 11

Agenda Item: Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending the City of Brenham's FY23-24 Adopted Budget

Meeting Date: March 7, 2024

Department: Finance

Staff Contact: Timothy McRoberts, Strategic Budget Officer

SUMMARY STATEMENT:

See attached memo.

ATTACHMENTS:

1. FY23-24 Budget Amendment #3 Memo
2. Ordinance for first reading- FY 23-24 Budget Amendment #3

RECOMMENDATION:

Approve an Ordinance on its first reading for the amendment to the City of Brenham's FY23-24 Adopted Budget.

MEMORANDUM

DATE: March 7, 2024
TO: Mayor, Council and City Manager
FROM: Tim McRoberts, Strategic Budget Officer
SUBJECT: FY23-24 Budget Amendment #3
ATTACHMENT: Budget Amendment #3

1. **Purpose.** The purpose of this memorandum is to summarize FY23-24 Budget Amendment #3.

2. **Summary.** The FY23-24 Budget is being amended for the following:

a. Fund 220 Central Fleet - Budget Impact \$65,900; Fund 104 Water – Budget Impact \$0

- 1) The 2012 Vermeer trailer mounted jet excavator housed in the Central Fleet Fund has a leaking tank and is in need of repair. A quote was received for repair in the amount of \$8,000 along with a two-month lead time to fix. This equipment is used daily for operations including the copper water line study. Since this excavator was due for replacement in FY25 or FY26 at the latest, staff requested that we go ahead and purchase a new machine now rather than fix the aging piece of equipment. City Council approved the purchase at the February 15, 2024 Council meeting.

Since this purchase exceeds the budget, an amendment is needed. Also, given that this equipment is primarily used by the Water Department, staff recommends transferring unreserved fund balance from Central Fleet to the Water Fund where the asset will be housed and classified.

3. **Questions Regarding This Memorandum** ... may be referred to the writer.

ORDINANCE NO. O-24-_____

**AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS AMENDING THE
FY2023-24 ADOPTED BUDGET; AND DECLARING AN EFFECTIVE
DATE.**

WHEREAS, the City Council of the City of Brenham, Texas has previously approved a budget for the fiscal year ending September 30, 2024, after having filed the same with the City Secretary and after holding public hearings on same, all after due notice as required by statute; and

WHEREAS, due to unforeseen circumstances and/or conditions, the City Council finds it is necessary to amend the FY2023-24 Budget for municipal purposes;

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

SECTION 1.

That the City Council of the City of Brenham, Texas, does hereby amend the budget for the City of Brenham, Texas for the fiscal year ending September 30, 2024, as shown on Exhibit A.

SECTION II.

This Ordinance shall take effect as provided by State Law and the Charter of the City of Brenham, Texas.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

Exhibit A FY 2023-24 Budget Amendment #3

Year	Line Item	Amount	Expenditure
2024	220-6-000-602.20	\$ (65,900)	Transfer Out - Central Fleet Unreserved Fund Balance
2024	104-6-000-602.20	\$ 65,900	Transfer In - Water Fund From Central Fleet
2024	104-5-164-813.00	\$ (65,900)	Purchase 2024 Vermeer LP573XDT
		\$ (65,900)	



City Council Regular Meeting **AGENDA ITEM 12**

Agenda Item: Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending the Official Zoning Map of the City of Brenham, to Change the Zoning District from a Single-Family Residential District (R-1) to a Planned Development District (PDD) on Approximately 28.09 Acres of Land Generally Located on Northwest Corner of W. Jefferson Street and N. Saeger Street, Being Further Described as a Portion of Tract 82 of the Phillip Coe Survey, A-31, in Brenham, Washington County, Texas (Case Number P-24-001)

Meeting Date: March 7, 2024

Department: Development Services

Staff Contact: Shauna Laauwe, City Planner

SUMMARY STATEMENT:

At the Council meeting held on February 1, 2024, after a public hearing and discussion, this item was tabled until March 7, 2024. The item was tabled to give City staff and the applicants time to meet with Grace Lutheran Church representatives to discuss the N. Saeger extension and right-of-way alignment. City staff met with Grace Lutheran representatives on February 23rd to hear their concerns and acquisition requests for possible right-of-way from the Church's property. The Development Services and Public Works Departments are working with Strand Associates to finalize intersection alignment and the amount of right-of-way that is projected. Thus far, it has been found that the amount of right-of-way acquisition is projected to be less than originally thought. These discussions will be presented during the March 7, 2024 Council meeting.

Since this item was heard by Council on February 1st, the Ordinance has also been revised with modified amenities as requested by the developer due to the construction cost of N. Saeger Street. In addition, a phased development plan has been submitted, and is attached, that calls for the development to be constructed over three (3) phases. As stated in Section III (E) of the ordinance, all the amenities shall be provided by the completion of Phase 1 and maintained by the Residential Association.

The subject property is an approximate 28.09-acre tract of vacant land generally located on northwest corner of W. Jefferson Street and N. Saeger Street, being addressed as 1402 W. Jefferson Street and further described as a portion of Tract 82 of the Phillip Coe Survey, A-31, in Brenham, Washington County, Texas. The property is currently zoned Single-Family Residential District (R-1). The property owner, Clayton and Kelli Collier

and applicant, Daniel Beamon of Beamon Engineering, are requesting the 27.74-acres be rezoned to Planned Development District for the development of a single-family home subdivision.

As detailed in the attached staff report, the owners and applicant are requesting the rezoning to a PD district to establish alternative standards to the City's typical zoning and subdivision development standards. The proposed PD, to be named Wilkins Valley PD, would establish the underlying base zoning district as Residential (R-1) for the construction of single-family dwellings. The applicants are proposing development standards for the Wilkins Valley PD that include reductions in some City standards such as lot size, lot width and side yard setbacks in exchange for amenities that intend to improve the quality of life within the new subdivision for instance, sidewalks, park amenities, and trails. The complete PD proposal and exhibits are enclosed within the Staff Report and Exhibit D.

The proposed rezoning request is in accordance with the future land use map adopted in Historic Past, Bold Future: Plan 2040, the City of Brenham Comprehensive Plan which suggests that Single-Family Residential uses are appropriate at this location. In addition, several of the quality of neighborhood design objectives outlined in Plan 2040 are reflected in the proposed Wilkins Valley PD to include, among others; a central park, walkability via sidewalks and an interconnecting trail, landscaping for an appealing streetscape, and setting-aside open-space to encourage leisure and healthful living.

The Planning and Zoning Commission held a public hearing on the rezoning request on January 22, 2024. A resident of the Meadowlark Subdivision to the south and Mr. & Mrs. Gilstrap of 1300 Shepard Street made comments against the request. Increased traffic and property values were the main concerns of the residents. Members of Grace Lutheran Church were also in attendance with concerns about increased traffic and questions regarding the N. Saeger Street alignment. After discussion, the Planning and Zoning Commission voted unanimously in favor of the request with additional recommendations of an additional common area with trees be required along the lots abutting W. Jefferson Street and working with Grace Lutheran Church and the City to acquire right-of-way to align the N. Saeger extension with the existing roadway to the south.

ATTACHMENTS:

1. Staff Report on Wilkins Valley Zone Change
2. Wilkins Valley Information Packet
3. Ordinance for First Reading - Wilkins Valley

RECOMMENDATION:

Approve an Ordinance on its first reading amending the Official Zoning Map of the City of Brenham on its first reading amending the Official Zoning Map of the City of Brenham, to change the Zoning District from a Single-Family Residential District (R-1) to a Planned

Development District (PDD) on approximately 28.09 acres of land generally located on Northwest Corner of W. Jefferson Street and N. Saeger Street, being further described as a portion of Tract 82 of the Phillip Coe Survey, A-31, in Brenham, Washington County, Texas (Case Number P-24-001).



CASE NUMBER P-24-001

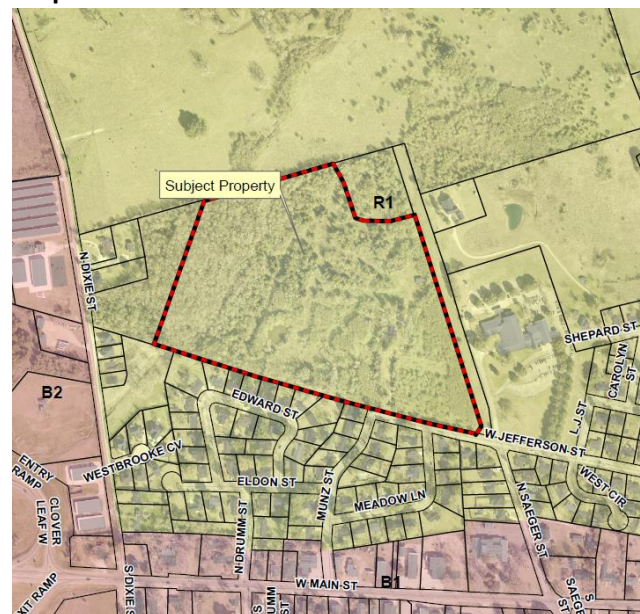
ZONE CHANGE REQUEST – Establishing a Planned Development District on 27.74 acres of land north of W. Jefferson Street and west of Saeger Street right-of-way

STAFF CONTACT:	Shauna Laauwe, AICP, City Planner
OWNERS:	Clayton and Kelli Collier
APPLICANT:	Daniel Beamon, Beamon Engineering
ADDRESS/LOCATION:	South and west of Dixie Road (Exhibit A).
LEGAL DESCRIPTION:	Tract 82 of the Phillip Coe Survey, A-31
LOT AREA:	Approximately 27.74 acres of land
ZONING DISTRICT/USE:	R-1, Single-Family Residential District / Vacant land (Exhibit B)
FUTURE LAND USE:	Single-Family Residential
REQUEST:	A request to assign a zoning classification of Planned Development District (PD) for the development of a single-family home subdivision (Exhibit C).

BACKGROUND:

The subject property is addressed as 1402 W. Jefferson and is generally bound by the unimproved Right-of Way for Saeger Street to the east, W. Jefferson Street to the south, and a tributary of Little Sandy Creek to the west. The property is currently vacant land and is within a R-1, Single-Family Residential District. The applicant, Daniel Beamon of Beamon Engineering, on behalf of the property owners Clayton and Kelli Collier, is requesting the subject 27.74 acres of the 35.31 acre track be rezoned to Planned Development District for the development of a single-family home subdivision. The subject tract is north of the Meadowpark Subdivision, Sections I and II, adjacent and west of the undeveloped right-of-way (ROW) of N. Saeger Street, west of Grace Lutheran Church, and east of N. Dixie Street. Beamon Engineering, likely in conjunction with DR Horton, intends to develop 116 single-family residential lots to include public streets, water, sewer, drainage facilities and a portion of the N. Saeger Street extension for a subdivision to be named Wilkins Valley.

Map 1



The applicants are requesting zoning of the property to PD district to establish alternative standards to the City's typical zoning and subdivision development standards. The proposed PD establishes the underlying base zoning district as the Residential (R-1) district for the construction of single-family dwellings. Please see Figure 1 below for a conceptual site plan and the proposed development standards. The complete PD proposal and exhibits are enclosed (Exhibit D).

[illegible]

- A. No house elevations shall be repeated more than every third lot. Each home must have a different front elevation from the house across the street.
- B. Minimum house square area shall be 1,225 Square Feet.
- C. Each lot shall be landscaped and irrigated, at minimum with a fully sodded yard, one (1) 2" caliper hardwood shade tree located in the front yard and measured at 6" above the tree base.
- D. Each single-family dwelling shall include, at a minimum, a two-car private garage.
- E. Public sidewalks shall be constructed on one side of the public right-of-way within the development and shall be constructed of sufficient thickness to ensure long-term durability and shall have a minimum width of 5-feet. Sidewalk segments shall be installed concurrently throughout the development.
- F. Common Areas will serve as parks to be maintained by the Homeowner's Association (HOA). The following amenities will be provided and maintained by the HOA:

- Minimum 400 SF pavilion
 - 3 picnic tables
 - 3 benches
 - 900 SF concrete basketball or pickleball court
 - 1 tether ball pole
 - 3-hole frisbee golf
- G. A minimum of 700 linear feet concrete sidewalk along the tributary and around the Common Areas shall be constructed and will connect to the public sidewalk system proposed throughout the subdivision.
- H. Main entry monumentation shall be provided at the entrance on Saeger Street.
- I. Prior to the first Certificate of Occupancy being issued, fifteen (15) 4" caliper trees shall be planted in the Common Area along Saeger Street.

Subdivision of Land:

- a. 45-foot minimum lot width.
- b. 120-foot minimum lot depth.
- c. Minimum lot size of 5,400 square feet.
- d. Average lot area shall be 6,600 square feet.
- e. 25-foot minimum front yard setback.
- f. 5-foot minimum side yard setback.
- g. 25-foot minimum rear yard setback.
- h. Minimum right-of-way width of 55-feet with a required 31-foot wide pavement, measured from back of curb to back of curb.
- i. Utility easement dedicated by plat for the maintenance of existing and proposed gravity sewer line connected to existing City of Brenham lift station.
- j. Additional Right-of-Way for Saeger Street will be dedicated for the construction of Saeger Street. Saeger Street will be constructed by the developer and will be 31-feet measured from back of curb to back of curb. The City of Brenham will participate in the future construction cost to increase the width of Saeger Street from 31-feet wide to 41-feet in width.
- k. Cooperation with adjacent property owners for the realignment of Saeger Street at the intersection at W Jefferson and N Saeger Street.

RELATION TO THE BRENHAM COMPREHENSIVE PLAN, PLAN 2040: HISTORIC PAST, BOLD FUTURE

Plan 2040 was adopted as the City of Brenham Comprehensive Plan on September 19, 2019 and serves as the City's guiding document in determining zoning and land uses decisions. Adopted with the Comprehensive Plan is the Future Land Use Plan and the establishment of use-specific land use policies, general city-wide land use policies, and standards which produce a quality neighborhood design. Staff finds the following excerpt from Plan 2040 (page 37-38) is relevant for consideration of this request:

Typical features of a quality neighborhood design include:

- Some focal point, whether a park or central green, school, community center, place of worship, or small-scale commercial activity, that enlivens the neighborhood and provides a gathering place.

- Equal importance of pedestrian and vehicular circulation. Street design accommodates, but also calms, necessary automobile traffic. Sidewalks along or away from streets, and/or a network of off-street trails, provide for pedestrian and bicycle circulation (especially for school children) and promote interconnectivity of adjacent neighborhoods.
- A variety of compatible dwelling types to address a range of needs among potential residents (based on age, income level, household size, etc.).
- An effective street layout that provides multiple paths to external destinations (and critical access for emergency vehicles) while also discouraging non-local or cut-through traffic.
- Appealing streetscapes, whether achieved through street trees or other design elements, which “soften” an otherwise intensive atmosphere and draw residents to enjoy common areas of their neighborhood. This should include landscape designs consistent with local climate and vegetation.
- Compatibility of fringe or adjacent uses, or measures to buffer the neighborhood from incompatible development.
- Evident definition of the neighborhood “unit” through recognizable identity and edges, without going so far (through walls and other physical barriers) as to establish “fortress” neighborhoods.
- Set-aside of conservation areas, greenbelts or other open space as an amenity, to encourage leisure and healthful living, and to contribute to neighborhood buffering and definition.
- Use of local streets for parking to reduce the lot area that must be devoted to driveways and garages, and for the traffic calming benefits of on-street parking.

ANALYSIS OF CITY OF BRENHAM ZONING POLICIES:

The purpose of zoning policies is to provide guidelines for considering future amendments to the zoning ordinance (Part 1, Section 4 of Appendix A – “Zoning” of the Brenham Code of Ordinances). They are as follows:

- (1) The city's zoning should recognize and seek to preserve the small-town attributes that make Brenham a special place for its citizens to live, work and play.

The subject property is addressed as 1402 W. Jefferson and is generally located on the northeast corner of W. Jefferson Street and N. Saeger Street and bound by the unimproved Right-of Way (ROW) for Saeger Street to the east, W. Jefferson Street to the south, and a tributary of Little Sandy Creek to the west. The property is currently vacant land and is within a R-1, Single-Family Residential District. All adjacent and surrounding properties are located within an R-1 district. The area to the south, across W. Jefferson Street, is developed as the Meadowpark Subdivision. While immediately to the east, across the undeveloped N. Saeger ROW, is Grace Lutheran Church and further east is an undeveloped 16-acre tract of vacant land. Adjacent properties to the west and north are also undeveloped vacant land zoned for single-family homes. The applicant intends to potentially work with DR Horton to develop the 27+ acres of land with 116 single-family home lots to be known as the Wilkins Valley Subdivision.

The proposed subdivision plan deviates from the City of Brenham standard zoning by including a mixture of lot sizes including 25% of the subdivision at 7,000 square feet or greater (City standard) and the remainder at 5,400 square feet or greater, with an overall average lot size of 6,604 square feet. The applicant also proposes reduced side building setbacks of 5-feet (10-foot standard) and a lot width of 45-feet (60-foot standard). The minimum dwelling size is 1,225 square feet with no masonry requirements.

In exchange for the deviations to the City of Brenham subdivision standards, the applicant proposes to construct Saeger Street and additional amenities are proposed throughout the subdivision.

Amenities include 5-foot public sidewalks on one side of the public right-of-way within the development to be installed concurrently throughout the subdivision. Additionally, the plan also calls for a minimum of 700 linear feet of concrete walking trails along the tributary and around the common areas that will connect to the proposed public sidewalk system. The proposal also includes that the 0.80-acres of common areas will serve as parks to be maintained by the Homeowners Association. The common areas will consist of several amenities to include a minimum 400 SF pavilion, three (3) picnic tables, three (3) benches, 900 SF of concrete to be utilized as either a basketball or pickleball court, a tether ball pole, and a 3-hole frisbee golf course.

The City of Brenham Subdivision and Zoning Ordinances seek to establish standards which provide for the orderly, safe, and healthful development of the community and protect the morals and general welfare of residents and citizens while protecting small town character as reflected in the Comprehensive Plan. Staff finds that the proposed PD meets the intent of the development standards by providing neighborhood design characteristics and elements which make a subdivision attractive and valuable for the long-term.

- (2) The city's zoning should be guided by the future land use plan and other applicable guidelines found in the Comprehensive Plan.

The future land use map portion of Plan 2040: Historic Past, Bold Future, suggests the subject property may be appropriate for single-family residential uses. If the requested zone change were approved, the subject property would allow for development in keeping with the Future Land Use Plan and polices by allowing a single-family home subdivision with neighborhood attributes to include passive and active parks, sidewalks, and a walking trail interconnecting the neighborhood.

The 2019 Thoroughfare Plan is a component of the Comprehensive Plan. The proposed PD includes dedicating additional ROW for N. Saeger Street and developing the existing dedicated ROW that is identified on the 2019 Thoroughfare Plan as a collector street. The roadway would be developed at 31-feet in width (back of curb to back of curb) to serve as access to the three proposed local streets within the neighborhood. As a collector street on the Thoroughfare Plan, N. Saeger Street is called to be at least 41-feet in width. Thus, the widening of an additional 10-feet to meet collector street standards would be placed on the City of Brenham's CIP list at the time when surrounding development meets the needs for a full collector street section to serve the surrounding area and community.

Staff finds that the proposed request is aligned with the goals and land use policies established in the Comprehensive Plan.

- (3) The city's zoning should be designed to facilitate the more efficient use of existing and future city services and utility systems in accordance with the Comprehensive Plan.

The subject property has access to City of Brenham water and sanitary sewer along N. Saeger Street unimproved right-of-way, as well as water, sewer, and gas along W. Jefferson Street. The applicant plans to extend services located at the property throughout the development. The 27+ acres are within the City of Brenham service area and the applicant has conducted the required hydraulic and sewer studies to ensure availability. Staff finds that utilities in the area can be extended to serve the subject property and the proposed development.

- (4) The city's zoning should be organized and as straight forward as possible to minimize use problems and enforcement problems.

The proposed zone change, if approved, will be reflected on the City of Brenham zoning map available for citizen viewing on the City of Brenham homepage.

- (5) The city's zoning process should be fair and equitable, giving all citizens adequate information and opportunity to be heard prior to adoption of zoning amendments.

Property owners within 200 feet of the project site were mailed notifications of this request on January 11, 2024. The Notice of Public Hearing was published in the Brenham Banner on January 11, 2024. Any public comments submitted to staff will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

- (6) The city's zoning should ensure that adequate open space is preserved as residential and commercial development and redevelopment occur.

If approved, the subject property will be required to adhere to site development standards established in the proposed PD, all applicable ordinances adopted by the City of Brenham and not specified in the PD document. Furthermore, adherence to adopted building codes, maximum impervious coverage requirements, and drainage standards for property zoned R-1 shall apply to the subject tract. The Wilkins Valley Subdivision includes development of both passive and active park space within the common areas and interconnecting sidewalks to account for the reduction in the side yard setback and mixture of lot sizes in the development, specifically those which fall below the adopted minimum lot size of 7,000 square feet. Staff finds that the public green space requirements will ensure that adequate open spaces are maintained throughout the proposed subdivision.

- (7) The city's zoning should ensure Brenham's attractiveness for the future location of business and housing by preserving an attractive and safe community environment in order to enhance the quality of life for all of its residents.

Staff believes that the requested zoning and associated land uses are appropriate in this location given adjacent zoning designations, existing development in the vicinity, and conformance with the City's adopted future land use map.

- (8) The city's zoning ordinance should preserve neighborhood culture by retaining and promoting land uses consistent with the community's plan for the development and/or redevelopment of its neighborhoods.

The applicant proposes a variety of subdivision standards that contribute to quality neighborhood culture and promote land development consistent with adopted development standards and the adopted Comprehensive Plan. For example, the City of Brenham subdivision ordinance does not currently require the development of sidewalks or parks within a single-family home subdivision. However, the applicant proposes to provide 5-foot wide sidewalks on one side of the street as well as 700-feet of interconnecting sidewalks giving future residents walkability to the proposed common area amenities and homes throughout the subdivision. While smaller than normal lot sizes are proposed, the amenities meet the intent of the ordinance in terms of preserving open spaces within the development and promoting walkability.

Additionally, the applicant proposes landscaping on each platted lot and throughout the development. Each lot within the subdivision shall be landscaped and irrigated, at minimum, with a fully sodded yard and one 2-inch caliper canopy tree to contribute to an aesthetic street scape. In addition, prior to the first Certificate of Occupancy being issued, fifteen (15) 4-inch caliper trees

shall be planted in the common area located along Saeger Street. In summary, staff finds that the proposed PD, if approved will allow for the development of a single-family neighborhood in accordance with the adopted development standards and Plan 2040 in terms of promoting land uses consistent with the community's plan.

- (9) The city's zoning should protect existing and future residential neighborhoods from encroachment by incompatible uses.

The subject property is adjacent to vacant land to the north and west that are currently zoned R-1 Single-Family Residential. The existing neighborhood to the south and further east are developed as single-family homes. The proposed PD consists of a smaller lot and more dense development and is "tucked away" and adjacent to institutional use. Given this, Staff is unable to determine any incompatible uses or development with the proposed PD.

- (10) The city's zoning should assist in stabilizing property values by limiting or prohibiting the development of incompatible land uses or uses of land or structures, which negatively impact adjoining properties.

Staff is unable to determine any destabilizing effects on the neighboring properties should this rezoning request be approved.

- (11) The city's zoning should make adequate provisions for a range of commercial uses in existing and future locations that are best suited to serve neighborhood, community and regional markets.

If approved, the proposed rezoning will allow for the development of a single-family home subdivision. All adjacent properties to the subject development are currently within an R-1 district or developed as single-family housing, therefore the subject tract is not located in an area where commercial development is likely to prosper. Established commercial corridors that are currently available for Commercial development is located to the west along N Dixie Street and to the south along W Main Street.

- (12) The city's zoning should give reasonable accommodation to legally existing incompatible uses, but it should be fashioned in such a way that over time, problem areas will experience orderly change through redevelopment that gradually replaces the nonconforming uses.

The property is currently undeveloped, vacant land. Staff is not aware of any hindrances on the property created by legally existing incompatible uses. The proposed rezoning will allow for compatible, legally conforming development.

- (13) The city's zoning should provide for orderly growth and development throughout the city.

Staff finds that the proposed rezoning change will allow for the orderly growth and development in the general vicinity and throughout the city. Furthermore, the proposed rezoning is in accordance with the City's adopted Future Land Use Map and Comprehensive Plan.

PLANNED DEVELOPMENT DISTRICT GENERAL GUIDELINES:

In addition to the zoning policies above, Planned Development Districts must also meet the following guidelines:

- (1) A Planned Development District shall conform to applicable regulations and standards established by this ordinance.

The zoning regulations that The Wilkins Valley Subdivision PD deviates from do not undermine the density requirements or intent of the single-family residential zoning district. Furthermore, modifications to lot size and setbacks are accommodated by quality neighborhood design standards as specified in the Comprehensive Plan, Plan 2040.

- (2) A Planned Development District should be compatible with existing or permitted uses on abutting sites, in terms of use, building height, bulk and scale, setbacks and open spaces, landscaping, drainage, or access and circulation features.

This proposed single-family residential development is compatible with the surrounding single-family and institutional land uses. The proposed PD includes the underlying R-1 zoning district standards and does not deviate from building height, drainage, access, or impervious coverage requirements. The minimum lot size proposed is 5,400 square feet with 10 of the 116 lots at this minimum threshold. Approximately 25% of the development meets or exceeds the standard 7,000 square feet lot size, with an overall average lot size for the PD development being 6,604 square feet. As mentioned above, the smaller than standard lot sizes, reduced setbacks, and lot widths proposed are mitigated by the common area parks, landscaping, and sidewalks and trails proposed within the development.

- (3) A Planned Development District shall not create unfavorable effects or impacts on other existing or permitted uses on abutting sites that cannot be mitigated by the provisions of the planned development.

Given the proposed Planned Development Standards, Staff finds that the additional housing options may help provide additional affordable housing to the community.

- (4) A Planned Development District shall not adversely affect the safety and convenience of vehicular and pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed development and other uses reasonably anticipated in the area considering existing zoning and land uses in the area.

This property is adjacent to the undeveloped ROW for N Saeger Street, shown as a future collector street on the 2019 Thoroughfare Plan. The proposed PD includes dedicating additional ROW for N. Saeger Street and developing approximately a 1,200-foot portion of N. Saeger Street. The roadway would be developed at 31-feet in width (back of curb to back of curb) to serve as access to the three (3) proposed local streets within the neighborhood. As a collector street on the Thoroughfare Plan, N. Saeger Street is called to be at least 41-feet in width. Thus, the widening of an additional 10-feet to meet collector street standards would be placed on the City of Brenham's CIP list at the time when surrounding development meets the needs for a full collector street section to serve the surrounding area and community.

A feature of quality neighborhood design listed in Plan 2040 includes placing equal importance on vehicular and pedestrian traffic. The proposed subdivision layout includes sidewalks and trails to specifically connect homes to the regional trail system and parks.

Staff finds the proposed PD accounts for the safety and convince of vehicular and pedestrian traffic generated within the development.

- (5) A Planned Development District must reasonably protect persons and property from erosion, flood or water damage, fire, noise, glare, and similar hazards or impacts.

A complete drainage plan and analysis will be required at the time of platting and a Homeowners Association will be created with bylaws and governing documents pertaining to the maintenance of the proposed detention areas.

- (6) A Planned Development District shall not adversely affect traffic control or adjacent properties by inappropriate location, lighting, or types of signs.

Staff is unable to determine any adverse impacts caused by inappropriate lighting or types of signs. As with all developments, an increase in traffic is expected around the subject property.

- (7) A Planned Development District must protect the public health, safety, or welfare, and shall not be materially injurious to properties or improvements in the vicinity.

This request should not have any adverse impact on the public health, safety or welfare of adjacent property or property in the general vicinity. Furthermore, the proposed amenities within the subdivision will enhance the public health and welfare of the Wilkins Valley homeowners and City of Brenham residents in general.

STAFF RECOMMENDATION:

Staff recommends approval of the proposed zoning to a Planned Development District (PD) for the subject 27.74-acre tract known as the Wilkins Valley Subdivision Planned Development.

EXHIBITS:

- A. Aerial Map
- B. Zoning Map
- C. Future Land Use Map
- D. Proposed Planned Development District Exhibit

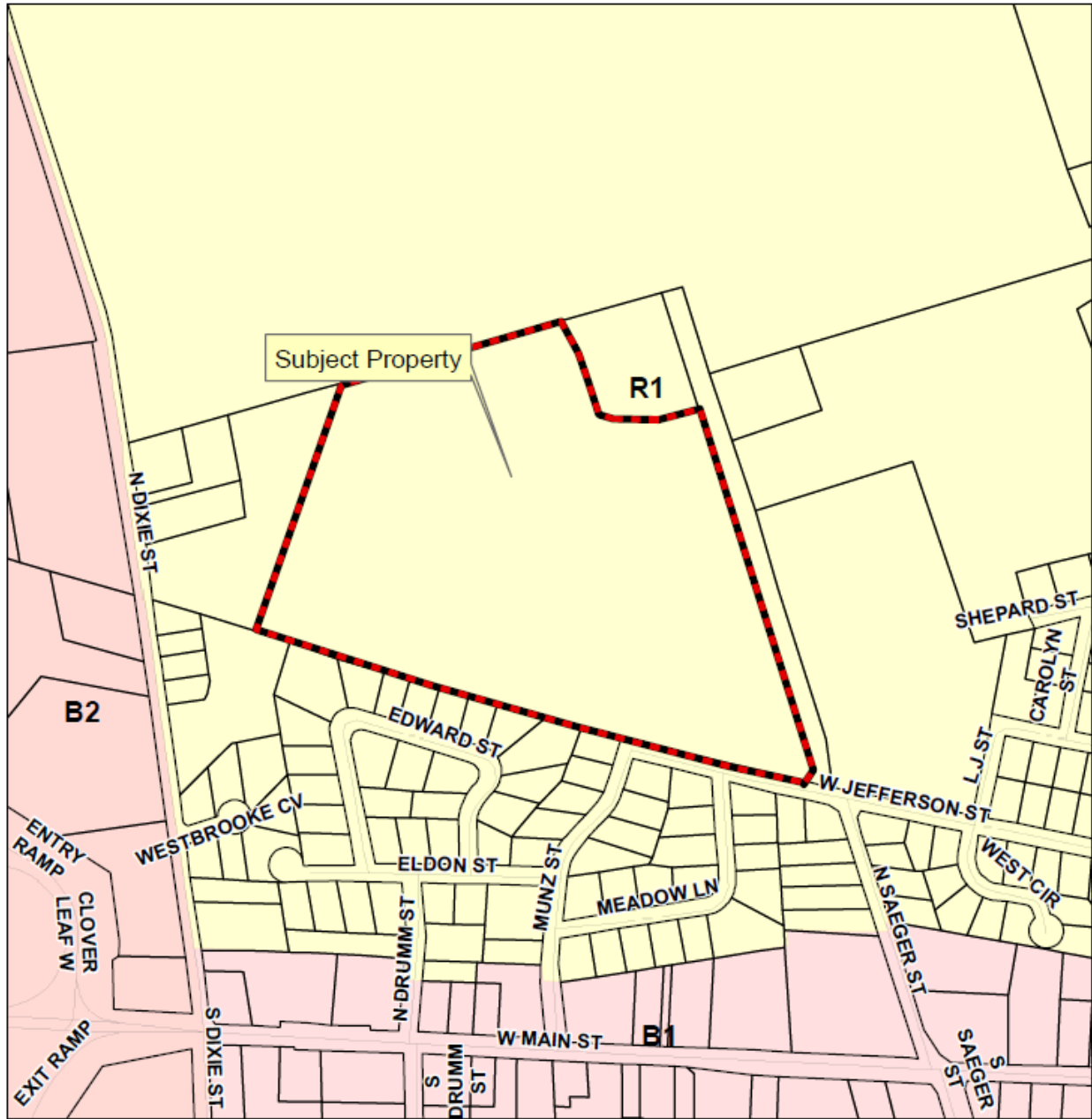
EXHIBIT "A"
AERIAL MAP



Location Map
Rezoning from R-1 to PDD
27.74 Acres



EXHIBIT "B"
ZONING MAP



Zoning Map
Rezoning from R-1 to PDD
27.74 Acres

Legend

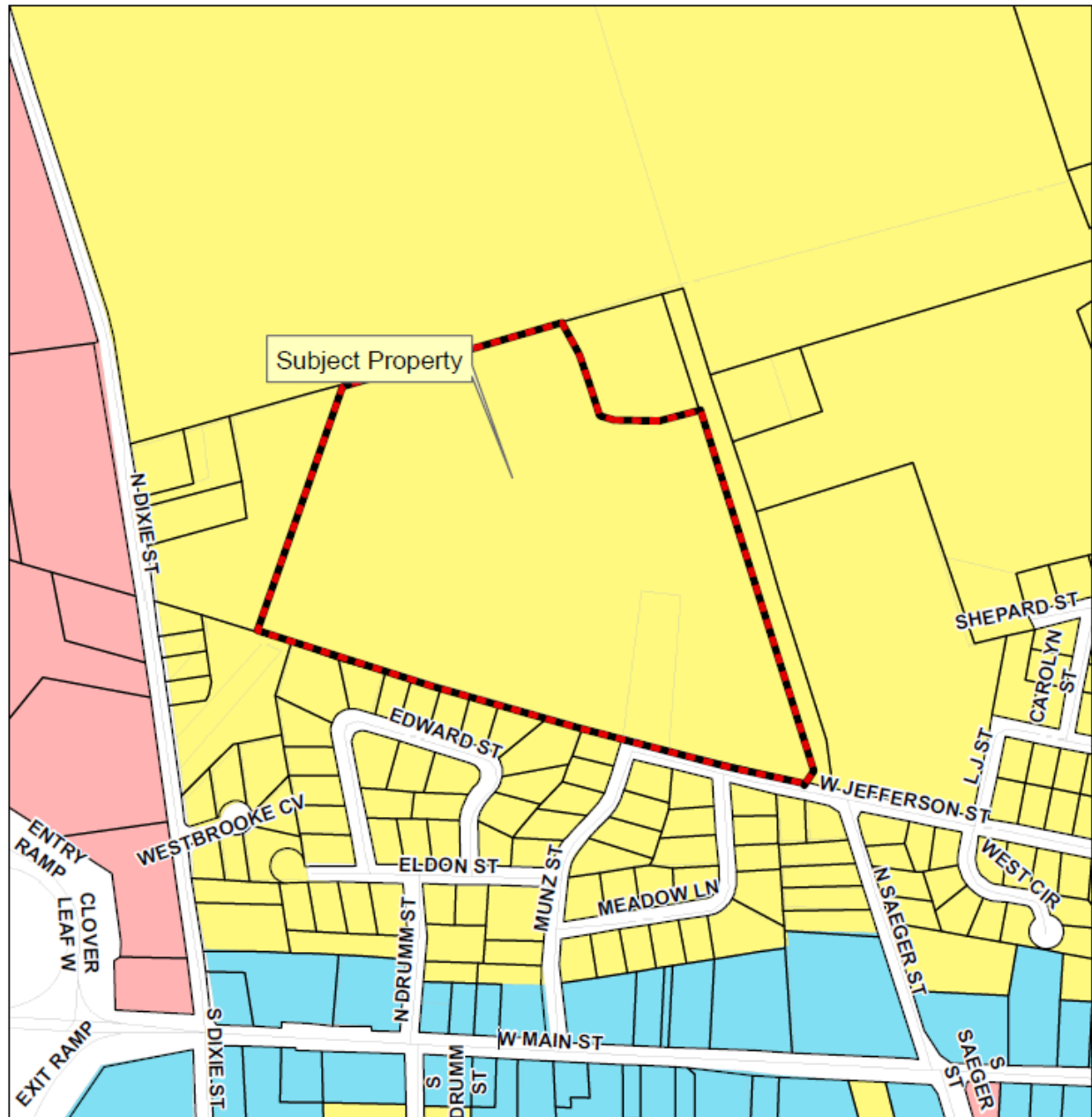
- B1 Local Business Mixed
- B2 Commercial Research and Technology
- R1 Residential Single Family



1 inch = 375 feet



EXHIBIT "C"
FUTURE LAND USE MAP



Future Land Use Map
Rezoning from R-1 to PDD
27.74 Acres

Future Land Use Plan

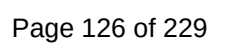
FLU_FINAL

- Single Family Residential
- Corridor Mixed Use
- Commercial

1 inch = 375 feet



PROPOSED PLANNED DEVELOPMENT DISTRICT EXHIBIT



Wilkins Valley

Where the American Dream Becomes a Reality in Brenham



John B. Wilkins, James A. Wilkins, and W.G. Wilkins were among some of Brenham's earliest documented settlers and merchants. Members of the Wilkins family aided in the development and growth of Brenham through contributions like a general store and other mercantile businesses. In April 1883, James Wilkins became Mayor of Brenham, where he served for 22 years in that capacity. Today, Brenham is a thriving community filled with people who invest in its success by working hard, nurturing their families, serving their neighbors, and becoming involved in local life.

Many people aspire to own a home in the United States, as it is often seen as a symbol of success, stability and freedom. Providing accessible options for home ownership can attract hardworking people to a community by providing a sense of security, pride and belonging, as well as an opportunity to build wealth and equity over time. For these reasons, owning a home is considered by many to be the American dream.

The Wilkins Valley community is an opportunity for more people to realize the American dream in Brenham, drawing productive community members who will live, work, shop and play in the community we all love.

Introduction

After conducting extensive research and carefully considering the most beneficial use of this property for the community, all avenues pointed toward compact home sites that are affordable for working class people with a starter or mid-level job. After evaluating discussions with several home builders, **D.R. Horton** emerged as the clear partner for this project with their years of experience in creating the perfect sized home and lot that our research shows is greatly needed in Brenham. D.R. Horton is the largest home builder in America, owns mountains of research to help guide choices along the way, and has a long-standing history of building successful projects and quality homes that stand up well to the test of time and benefit the communities in which they are built.

Our research encompassed multiple sources, including:

- CDS ResIntel Housing Study
- D.R. Horton
- City Zoning

Residential development is the clear avenue for this project because the City has zoned the property R-1, a zoning designation most commonly used to describe single-family residential zoning. Once that was determined, we evaluated what type of residences would best meet the needs of the City and potential homebuyers:

- Custom residential was quickly ruled out because geographically it feels out of place with the existing neighborhoods. Also, the land elevations and shape are not conducive to custom homes.
- Medium mid-level housing was ruled out for many of the same reasons. With inflation, rising cost and high interest rates these would be slow movers and tough to sell.
- Through evaluations conducted with D.R. Horton, it was determined more compact housing fits the area better, is conducive to the local topography, and meets needs of potential homebuyers.
- Being off of the beaten path and tucked away in a secluded area with natural landscape barriers will provide a quaint and somewhat hidden neighborhood.



Wilkins Valley Goals

Attract homebuyers by providing homes at a price point that is attainable for a majority of our City's population



Be the choice for older homebuyers who are looking to scale back on home and yard maintenance



Increase opportunities for people to take part in home ownership



Attract residents who will invest in the community



Decrease the number of people who leave from Brenham due to lack of affordable housing options



Our research clearly shows that the development of Wilkins Valley will meet these goals in a way that is appropriate for our community members and beneficial to our City. Based on the findings of the CDS ResIntel Housing Study, Wilkins Valley meets Brenham residents where they are and has the best chance of keeping potential homebuyers from leaving Brenham, costing the City precious tax revenue.

Plan Development Outline

Plan Development Allowance Requests

- Minimum 45'x120 lot size (5,400 sf)
- Minimum 40' wide lots around cul de sacs and knuckles, measured at the front setback line
- Minimum 5' side setback

Plan Development Contributions:

- 5' concrete sidewalk on one side of local residential streets
- 5' crushed granite or concrete trail through common area along existing creek to connect concrete sidewalks along the street.
- Install 3 new picnic tables
- Common Area at Street 1 and Saeger Street for Wilkins Valley entrance monument
- ROW dedication at Saeger Street and West Jefferson intersection for perpendicular street alignment
- Design and construction of 24' wide BOC to BOC Saeger Street for approximately 1,020 feet.
- Provide flood storage for property and Saeger Street
- Provide pickleball court, benches, basketball goals, tether ball, 3-hole frisbee golf.
- Provide shade structure and parking area for amenity area.

THIS EXHIBIT HAS BEEN PREPARED BY
DANIEL BEAMON, P.E., #108876. THIS
EXHIBIT SHALL BE USED FOR
REFERENCE ONLY AND SHALL NOT BE
USED FOR BIDDING OR CONSTRUCTION.

16172 BENCH LANE
BRYAN, TEXAS 77807
PH: (979) 971-3407
TBE FROM NO. F-2-058

WILKINS VALLEY SUBDIVISION
BRENHAM, TEXAS

DRAWN BY: DPS
APPROVED BY: DPS
DATE: NOV. 9, 2023
JOB NUMBER: TBD
SCALE: 1"=150'
SHEET NO: 2 OF 2

Block 1	
Lot Number	Area (SF)
Lot 1	11206.7
Lot 2	6858.0
Lot 3	6409.1
Lot 4	6125.4
Lot 5	6075.0
Lot 6	6075.0
Lot 7	6075.0
Lot 8	6075.0
Lot 9	6075.0
Lot 10	6075.0
Lot 11	6592.6
Lot 12	6084.4
Lot 13	6084.4
Lot 14	6079.8
Lot 15	6075.0
Lot 16	6075.0
Lot 17	6075.0
Lot 18	6075.0
Lot 19	6075.0
Lot 20	6075.0
Lot 21	6075.0
Lot 22	6075.0
Lot 23	6075.0
Lot 24	6075.0
Lot 25	6075.0
Lot 26	6075.0
Lot 27	8267.4
Lot 28	12303.4
Lot 29	9693.0
Lot 30	8371.4

Block 2	
Lot Number	Area (SF)
Lot 1	12024.2
Lot 2	6587.1
Lot 3	5821.4
Lot 4	5590.0
Lot 5	5609.3
Lot 6	5674.3
Lot 7	5739.3
Lot 8	5804.4
Lot 9	5869.4
Lot 10	5934.4
Lot 11	6205.6
Lot 12	5966.7
Lot 13	5918.9
Lot 14	5871.1
Lot 15	5823.3
Lot 16	5775.5
Lot 17	5727.7
Lot 18	6922.1
Lot 19	7040.8
Lot 20	5626.6
Lot 21	5626.6
Lot 22	5626.6
Lot 23	5626.6
Lot 24	5626.6
Lot 25	5626.6
Lot 26	5363.1
Lot 27	5627.9
Lot 28	5627.9
Lot 29	5627.9
Lot 30	5630.3
Lot 31	5746.5
Lot 32	7949.6
Lot 33	7771.4
Lot 34	11794.9
Common Area	760.0

Block 3	
Lot Number	Area (SF)
Lot 1	6036.6
Lot 2	7661.0
Lot 3	6644.2
Lot 4	5400.0
Lot 5	5400.0
Lot 6	6373.3
Lot 7	5482.5
Lot 8	7724.8
Lot 9	9951.9
Lot 10	7688.9
Lot 11	6576.1
Lot 12	6206.1
Lot 13	5668.7
Lot 14	5400.0
Lot 15	5400.0
Lot 16	5400.0
Lot 17	5400.0
Lot 18	5400.0
Lot 19	5400.0
Lot 20	5400.0
Lot 21	5573.0
Lot 22	5918.3
Lot 23	7461.9
Lot 24	10724.4

Block 4	
Lot Number	Area (SF)
Lot 1	10921.7
Lot 2	7937.4
Lot 3	7145.5
Lot 4	6388.5
Lot 5	5962.3
Lot 6	5400.0
Lot 7	5400.7
Lot 8	6155.2
Lot 9	6447.8
Lot 10	6631.9
Lot 11	7172.3
Lot 12	8153.5
Lot 13	7054.7
Lot 14	6172.7
Lot 15	7478.1
Lot 16	9496.5
Lot 17	9193.7
Lot 18	9121.9
Lot 19	11135.3
Lot 20	7879.5
Lot 21	7541.6
Lot 22	7040.0
Lot 23	6705.2
Lot 24	5920.0
Lot 25	5415.9
Lot 26	6383.6
Lot 27	6622.0
Lot 28	7904.2

Wilkins Valley Subdivision Information	
Total Property Area =	35.31 acres
Area encumbered by Floodplain =	7.14 acres
ROW dedicated for Saeger Street =	0.382 acres
Property on West Side of Creek Outside Floodplain =	3.40 acres
Future Development =	1.75 acres
Amenity Area Outside Floodplain =	0.80 acres
Minimum Lot Area =	5400 SF
Average Lot Area =	6,701 SF
Minimum Lot Width =	45 FT
Front Setback =	25 FT
Side Setback =	5 FT
Rear Setback =	25 FT
Side Street Setback =	15 FT
Minimum Right of Way Width =	55 FT

Lot Inventory		
31 lots	25%	7,000+ SF
72 lots	60%	6,000+ SF
103 lots	88%	5,500+ SF
13 lots	11%	<5,500 SF

Our goals and vision for this development are reinforced by the *Brenham CDS ResIntel Housing Study* conducted in 2021

“CDS recommends that the City consider allowing builders to build on small lots from 25’ to 45’ on a byright basis to help facilitate building new homes in the most in demand price ranges on smaller lots that can help offset the rising costs of land, materials and labor to get housing in Brenham that local middle income workers can afford.”

Brenham CDS ResIntel Housing Study, Page 101

Brenham, Texas ResIntel

As new entry level homes in the community are built in \$250,000-\$300,000 and up this should provide comps that will show lower priced homes have been sold for a somewhat overvalued premium that was elevated due to a lack of new supply.

Based on LEHD data shown earlier there were 9,636 Brenham employees who work in the City but live outside. As examples:

- Brenham Independent School District, Baylor, Scott, White, Blue Bell, QuestSpecialty, and Blinn College, and apartment property managers all stated they had workers living outside of the City.
- Workers from these employers had incomes from all ranges from \$22,000 to \$100,000+ and all said that market rate apartment and single-family rental homes were in greatest demand and lowest supply for these workers.

The high end move up market has been satisfied by several of Brenham’s local custom home developers and builders. Homes in the \$400,000 and greater price ranges are being paid for in all cash by retirees, passive income households, business owners, out of towners and re-locating remote workers.

The main focus for new housing production should be lowest possible priced single-family homes for entry level, first time home buyer and middle income workers as well as market rate apartment rental and single-family rental units for middle income and higher paid workers seeking to rent before buying or as a new hire.

Proactive guidelines for support for the construction of new housing on the part of the City and possibly County could provide financial or other types of support to encourage builders to get new product on the ground in Brenham, while lowering lot development costs and therefore lowering risk.

The City could consider programs to ensure the lowest priced homes are bought by local worker households by creating housing partnerships, marketing and buying programs between local employers, home builders and the real estate and banking community. Also, the City and County may consider a down payment assistance and/or soft-second mortgage program for locally employed buyers to help ensure their ability to own a home affordable to their income in Brenham as long as required application and approval process are not overly onerous, lengthy and risky.

Other considerations could include partial development reimbursement for street, curb, gutter, sewer and other infrastructure and utility costs related to new housing development and construction.

Lowering minimum regulations for street width and lot size as well as relaxing single-family zoning regulations and restrictions to allow greater flexibility and ease of housing production are low to no cost ways the City could make new market rate housing less costly for developers and builders.

Developers, builders and many consumers want smaller lot homes due to their inherent lower cost and sale price and lower utility and maintenance costs. Stylecraft has agreed with the City to build a townhome pod in their development through a planned development agreement. This is due to very high customer interest and demand for compact single-family homes in Brenham.

Allowing for the legalization and ease of smaller lot housing types will lower costs and prices for new housing in Brenham while also allowing more residents per acre to accommodate population and job growth without requiring maximum amounts of land. It should be noted that land costs have risen

“Allowing for the legalization and ease of smaller lot housing types will lower costs and prices for new housing in Brenham while also allowing more residents per acre to accommodate population and job growth without requiring maximum amounts of land. It should be noted that land costs have risen sharply and has slowed the process of planning future new home development in Brenham beyond currently owned lot inventories.

CDS believes the construction of 50 to 75 or more new entry level single-family homes each of the next several years priced between \$180,000 to \$260,000 would be quickly absorbed.”

Brenham CDS ResIntel Housing Study, Page 106-107

Wilkins Valley: Where the American Dream Becomes a Reality in Brenham

Brenham, Texas ResIntel

According to 2018 data Brenham experiences significant worker household leakage with 76% (9,636) of the 12,689 employed in the City living outside of the City.

An estimated 55% (5,131) of residents in the City commute outside for employment.

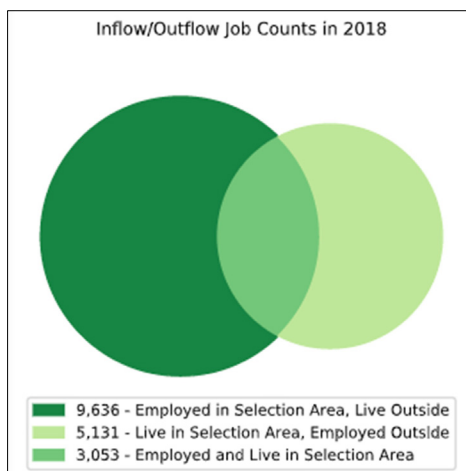
Table 28: Brenham LEHD Inflow/Outflow Job Counts, 2018

Inflow/Outflow Job Counts (All Jobs)	Count	%
Employed in the Selection Area	12,689	100%
Employed in the Selection Area but Living Outside	9,636	76%
Employed and Living in the Selection Area	3,053	24%
Living in the Selection Area	8,184	100%
Living in the Selection Area but Employed Outside	5,131	55%
Living and Employed in the Selection Area	3,053	45%

Source: US Census Bureau, Center for Economic Studies, Longitudinal Employer-Household Dynamics (LEHD), OnTheMap

This shows an opportunity for Brenham to improve its share of existing and future locally employed workers housed within the City.

Figure 29: Brenham 2018 Jobs



According to 2018 data Brenham experiences significant worker household leakage with 76% (9,636) of the 12,689 employed in the City living outside of the City.

Brenham, Texas ResIntel

The table below shows the breakdown of distance travelled from home to their workplace in Brenham.

Almost half of those working in Brenham, 5,856 (46%), live 25 or more miles from their place of work in Brenham. Many experts and research agrees that the number one demand for housing is local employment. Therefore, employed persons working in Brenham yet living outside of the City present a prime opportunity to capture them as new households in Brenham. In addition, accommodating more local workers to live in the City will help decrease the leakage of their earned income, purchasing power and potential property and sales tax base to other communities, while also helping existing and new businesses retain and hire workers.

Approximately, 33% live greater than 50 miles from Brenham. It should be noted that this portion of the workforce resides well beyond Brenham's retail and services trade area, resulting in severe leakage. Additionally, those most willing to commute long distances are likely those with specialized jobs, credentials, skills, and higher earnings potential.

Table 30: Distance – To Brenham for Work, Employed in Brenham, 2018

Distance Home to Work	Count	%
Total All Jobs	12,689	100%
Less than 10 miles	4,924	39%
10 to 24 miles	1,909	15%
25 to 50 miles	1,637	13%
Greater than 50 miles	4,219	33%

Source: US Census Bureau, Center for Economic Studies, Longitudinal Employer-Household Dynamics (LEHD), OnTheMap

Table 31 below shows the top locations where Brenham workers live. In interview with local employers Houston (Cypress), Bryan/College Station, and Bellville were some of the most common places employers said their Brenham workers lived.

Table 31: Jobs Counts by County Where Workers Live - All Jobs 2018

	Count	Share
Total, All Places	12,689	100%
Brenham, TX	3,053	24%
Washington County, TX	2,669	21%
Harris County, TX	1,209	10%
Austin County, TX	671	5%
Brazos County, TX	466	4%
Montgomery County, TX	289	2%
Travis County, TX	282	2%
Waller County, TX	280	2%
Burleson County, TX	270	2%
Fort Bend County, TX	232	2%
Fayette County, TX	222	2%
All Other Locations	3,046	24%

Source: US Census Bureau, Center for Economic Studies, Longitudinal Employer-Household Dynamics (LEHD), OnTheMap

CDS

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This shows an opportunity for Brenham to improve its share of existing and future locally employed workers housed within the City.

CDS

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The table below contains the 2021 estimate of the age of the existing housing stock in Brenham and Washington County.

An estimated 6,886 housing units are located in Brenham, representing about a 41% share of the 16,616 housing units in the County. This places Brenham as the prime housing location for the County.

Table 33: Age of Existing Housing Stock, 2021

	Brenham		Washington County	
	Count	%	Count	%
Total Housing Units	6,886	100%	16,616	100%
Built 2014 or Later	478	7%	1,435	9%
Built 2010 to 2013	218	3%	619	4%
Built 2000 to 2009	916	13%	2,787	17%
Built 1990 to 1999	1,035	15%	2,444	15%
Built 1980 to 1989	1,012	15%	2,543	15%
Built 1970 to 1979	1,231	18%	2,427	15%
Built 1960 to 1969	703	10%	1,413	9%
Built 1950 to 1959	449	7%	862	5%
Built 1940 to 1949	364	5%	781	5%
Built 1939 or Earlier	480	7%	1,305	8%
Dominant Year Structure Built	1970 to 1979		2000 to 2009	

Sources: PCensus 2021

- Both Study Areas feature existing home stocks predominately built from 1970 to 1999.
- Existing older homes that can be maintained and revitalized will create a positive impact to providing adequate housing to the community.
- Approximately 77% of Brenham housing units were built before 2000.

“Lot sizes of 25’-35’ would allow builders greater flexibility to create new homes at lower prices than other wise achievable on a 50’ or 55’ lot.”

Brenham CDS ResIntel Housing Study, Page 96

Wilkins Valley: Where the American Dream Becomes a Reality in Brenham

D.R. Horton has a proven track record of building quality homes in subdivisions with a 5' setback.

D.R. Horton:

- Pecan Lakes 5' Side Yard – Navasota, TX
- Pleasant Hill 5' Side Yard – Bryan, TX
- Southern Pointe 5' Side Yard – College Station, TX
- Midtown 5' Side Yard – College Station, TX

Other subdivisions with similar lots size and or similar side yard setbacks:

- Blackrock – Navasota, TX
- Bluebonnet Village – Bellville, TX
- The Village – Conroe, TX
- Lexington Heights – Willis, TX
- The Landing – New Caney, TX
- Oakwood Trails – Tomball, TX
- The Grand Prairie – Hockley, TX
- Pecan Lakes – Navasota, TX
- Riverwood Village – Sealy, TX
- The Ridge at Mason Woods
- Artavia – Conroe, TX
- Parkland Row – Bridgeland
- Audubond – Magnolia, TX
- Woodforest – Magnolia, TX
- The Woodland Hills – Montgomery, TX

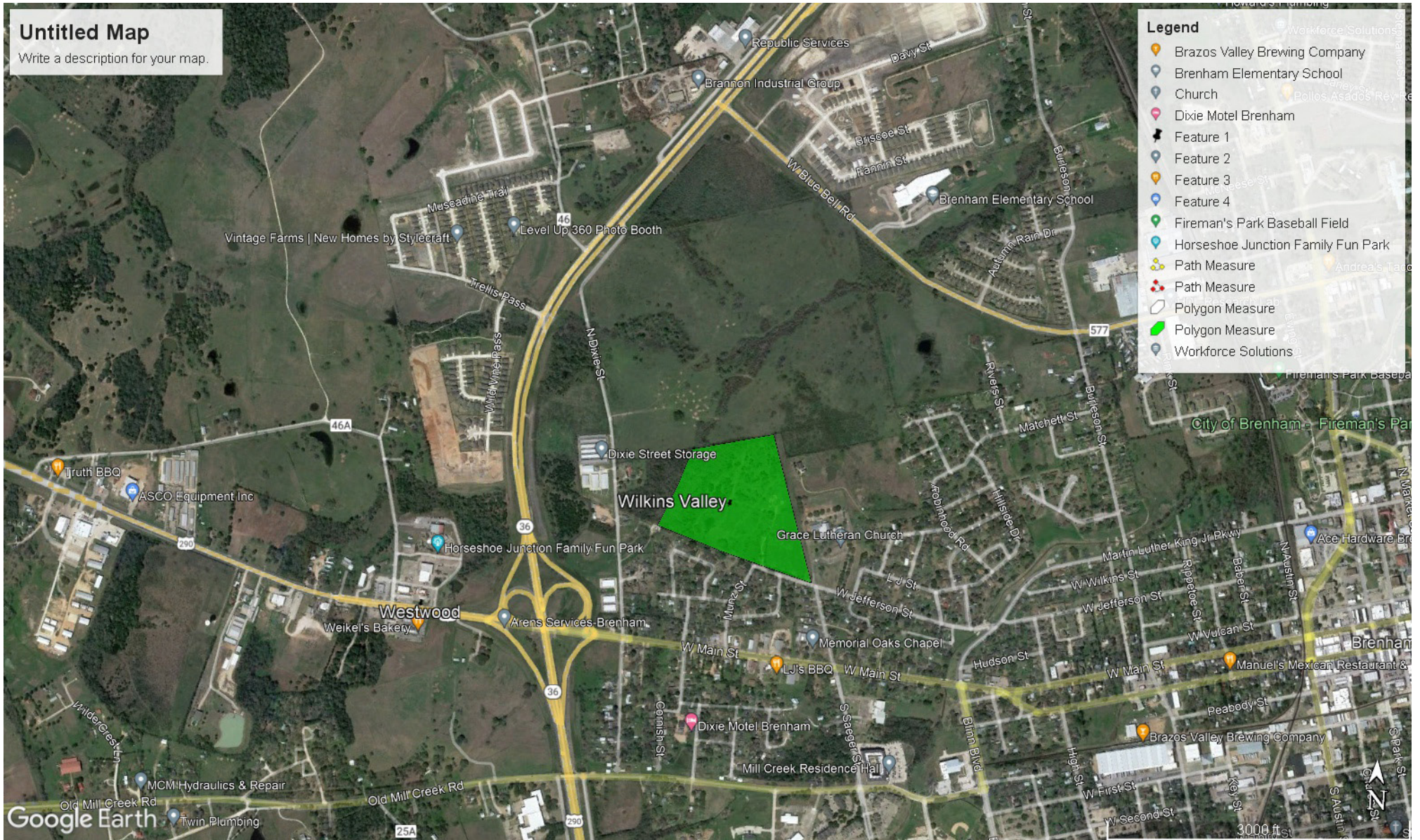
Representative photos of the proposed spacing and sizes of lots and houses



Representative photos of the proposed spacing and sizes of lots and houses



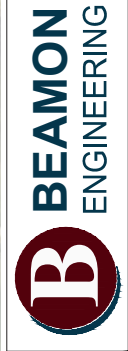
Representative photos of the proposed spacing and sizes of lots and houses
This does not represent style or construction materials.





THIS EXHIBIT HAS BEEN PREPARED BY
DANIEL BEAMON, P.E. #105876. THIS
EXHIBIT SHALL BE USED FOR
REFERENCE ONLY AND SHALL NOT BE
USED FOR BIDDING OR CONSTRUCTION.

18172 BENCH LANE
BRYAN, TEXAS 77807
PH. (979) 571-2407
TBPE FRM NO. F-21588



WILKINS VALLEY SUBDIVISION
BRENNHAM, TEXAS

DRAWN BY:	DPB
APPROVED BY:	DPB
DATE:	NOV. 9, 2023
JOB NUMBER:	TBD
SCALE:	1"=150'
SHEET NO.:	1 OF 2

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS, AMENDING APPENDIX A - "ZONING" OF THE CODE OF ORDINANCES, AND THE OFFICIAL ZONING MAP OF THE CITY OF BRENHAM, BY CHANGING THE ZONING DISTRICT CLASSIFICATION FROM SINGLE-FAMILY RESIDENTIAL DISTRICT (R-1) TO PLANNED DEVELOPMENT DISTRICT (PD) ON AN APPROXIMATELY 28.09 ACRE TRACT OF LAND BEING A PORTION OF TRACT 82 OF THE PHILLIP COE SURVEY, A-31, LOCATED GENERALLY ON THE NORTHWEST CORNER OF W. JEFFERSON STREET AND N. SAEGER STREET AND ADDRESSED AS 1402 W. JEFFERSON STREET, IN BRENHAM, WASHINGTON COUNTY, TEXAS

WHEREAS, the owners of the 28.09 acres of land generally located on northwest corner of W. Jefferson Street and N. Saeger Street, being further described as a portion of Tract 82 of the Phillip Coe Survey, A-31, in Brenham, Washington County, Texas (the "Property"), have requested that the Property be rezoned; and

WHEREAS, the owners have presented an application to the City for a PD District to allow the construction of a single-family residential development (Planning Area Exhibit A); and

WHEREAS, at least fifteen (15) days after publication in the official newspaper of the City of the time and place of the public hearing and at least ten (10) days written notice of that hearing to the owners of the land within two hundred feet (200') of the Property in the manner required by law, the Planning & Zoning Commission held a public hearing on the proposal to rezone the Property to a Planned Development District; and

WHEREAS, the Planning & Zoning Commission recommended unanimously on January 22, 2024, that City Council grant such proposal to rezone the Property to a Planned Development District; and

WHEREAS, the City Council deems it appropriate to grant such a proposed change in the zoning district classification of the Property as described and shown in Exhibit B;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS THAT APPENDIX A – "ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS, AND THE OFFICIAL ZONING MAP BE AMENDED AS FOLLOWS:

SECTION I.

PURPOSE AND INTENT. The Wilkins Valley Planned Development District (“Wilkins Valley PD”) is intended to guide land use and physical development of the subject property. This development plan is enacted as a means to provide the City and the Developer with alternative standards set forth by the City for their mutual benefit. This Wilkins Valley PD is intended to improve property utilization by facilitating the highest and best uses, strengthening the area economy, and promoting the general welfare of the surrounding community. The Wilkins Valley PD reflects the goals of the City’s adopted Comprehensive Plan - Historic Past, Bold Future: Plan 2040 which establishes recommendations for developing quality neighborhood design. To this end, the Wilkins Valley Subdivision shall include public amenities such as, but not limited to, sidewalks, an interconnecting pedestrian concrete trail, landscaping, and parkland. The outlined amenities exceed City of Brenham subdivision standards and are intended to provide a valuable product for the Brenham community. The Wilkins Valley PD shall allow only single-family residential uses on approximately 28.09 acres of land out of a portion of Tract 82 of the Phillip Coe Survey, A-31, being generally on the northwest corner of the intersection of W. Jefferson Street and N. Saeger Street (Planning Area Exhibit A).

SECTION II.

DEFINITIONS. Terms that are not expressly defined herein below shall have the meanings set forth in the City of Brenham Code of Ordinances. Terms not defined in either this Wilkins Valley PD or the City of Brenham Code of Ordinances shall have their ordinary dictionary meanings, based on the latest edition of Merriam-Webster’s Unabridged Dictionary.

- A. Wilkins Valley Residential Association, Inc. (“Residential Association”) – shall mean the residential homeowners’ association formed for the purpose of the enforcement and administering of the provisions of the Declaration of Covenants, Conditions and Restrictions for the Wilkins Valley Subdivision (Residential Property), including, but not limited to, maintenance of Common Areas, Landscaping and Sidewalk Trails, to be recorded in the Official Records of Washington County, Texas.
- B. Wilkins Valley Subdivision Declaration of Covenants, Conditions and Restrictions – shall mean the Declaration of Covenants, Conditions and Restrictions promulgated by the board of directors of the Residential Association and recorded in the Official Records of Washington County, Texas, as may be amended and/or supplemented from time to time.
- C. Front elevation – shall mean the front exterior appearance (façade) of a home.

SECTION III.

LAND USE AND PHYSICAL DEVELOPMENT. Unless stated otherwise herein, the physical development in this PD district shall comply with all development standards, codes, regulations and limitations of the City of Brenham Code of Ordinances that apply to a Residential (R-1) zoning district, and subject to additions, modifications or exceptions described herein below:

- A. No front elevations shall be repeated more than every third lot. Each home must have a different front elevation from the home across the street.
- B. Minimum square footage of each home shall be 1,225 square feet, exclusive of garages, porches, patios, and areas of the home that are not air-conditioned.
- C. Each single-family dwelling shall include, at a minimum, a two-car private, enclosed garage.
- D. Public sidewalks shall be constructed on one side of the public right-of-way within the development and shall be constructed in accordance with the City of Brenham Public Infrastructure Design Manual. Sidewalk segments shall be installed concurrently throughout the development.
- E. Common Areas, as shown on Planning Area Exhibit A, shall serve as public access passive parks to be maintained by the Residential Association. The following amenities shall be provided by the completion of Phase 1 and maintained by the Residential Association:
 - a. Minimum 200 square foot covered pavilion
 - b. Two (2) picnic tables
 - c. Two (2) benches
 - d. Two (2) tether ball pole
 - e. Three (3) hole disc golf course
- F. A minimum of 700 linear feet of concrete sidewalk, in accordance with the City of Brenham Infrastructure Design Manual, with exception that the sidewalk is to be 4 feet in width, along the floodplain and around the common area shall be constructed to connect to the public sidewalk system proposed throughout the subdivision.
- G. A curvilinear concrete sidewalk in accordance with the City of Brenham Infrastructure Design Manual shall be constructed adjacent to Saeger Street.
- H. A main entry monument sign and landscaping shall be provided at the entrance on N. Saeger Street.
- I. Prior to the first Certificate of Occupancy being issued, twelve (12) 4-inch caliper canopy trees shall be planted in the Common Area along N. Saeger Street.
- J. Prior to the first Certificate of Occupancy being issued, ten (10) 4-inch caliper canopy trees shall be planted in a designated Common Area adjacent to W. Jefferson Street. Credit for preservation of existing trees is permitted for canopy trees preserved which are greater than 4-inches in diameter.

SECTION IV.

SUBDIVISION OF LAND. The subdivision of land within the Wilkins Valley PD shall be in accordance with subdivision standards for properties in a Residential (R-1) zoning district with the following exceptions or additions to ordinary standards:

- A. The minimum lot width shall be forty-five (45) feet.
- B. The average lot depth shall not be less than 120 feet.
- C. The minimum lot area shall not be less than 5,400 square feet.
- D. The average lot area shall not be less than 6,600 square feet.
- E. Front yards shall have a minimum depth of twenty-five (25) feet as per current City Ordinance.
- F. Side yards shall have a minimum width of five (5) feet unless adjacent to a side street in which case the minimum side yard shall be fifteen (15) feet.
- G. Rear yards shall have a minimum depth of twenty-five (25) feet as per current City Ordinance.
- H. The minimum right-of-way width shall be fifty-five (55) feet of dedicated right-of-way with 31-foot-wide pavement, measured from back-of-curb to back-of-curb as per current City Ordinance.
- I. A utility easement shall be dedicated by plat for the maintenance of existing and proposed gravity sewer line connected to the existing City of Brenham lift station.
- J. An additional ten (10) feet of property shall be dedicated as Right-of-Way along the west side of the existing unimproved portion of Saeger Street Right-of-Way at the time the subject tract is platted. Saeger Street shall be constructed to the terminus of the existing undeveloped Right-of-Way, that is approximately 1,500 linear feet in length, by the developer to City of Brenham standards and shall be thirty-one (31) feet of concrete measured from back of curb to back of curb.
- K. Shall cooperate with Grace Lutheran Church and the City of Brenham for an improved street alignment at the intersection of N. Saeger Street and W. Jefferson Street.

SECTION V.

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

SECTION VI.

This Ordinance shall in no manner amend, change, supplement or revise any portion of any ordinance of the City, save and except the change in zoning classification for the Property provided herein subject to the regulations, restrictions, terms, and conditions of the Planned Development District provided for herein.

PASSED and APPROVED on its first reading this the 7th day of March 2024.

PASSED and APPROVED on its second reading this the 21st day of March 2024.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

PLANNING AREA EXHIBIT A

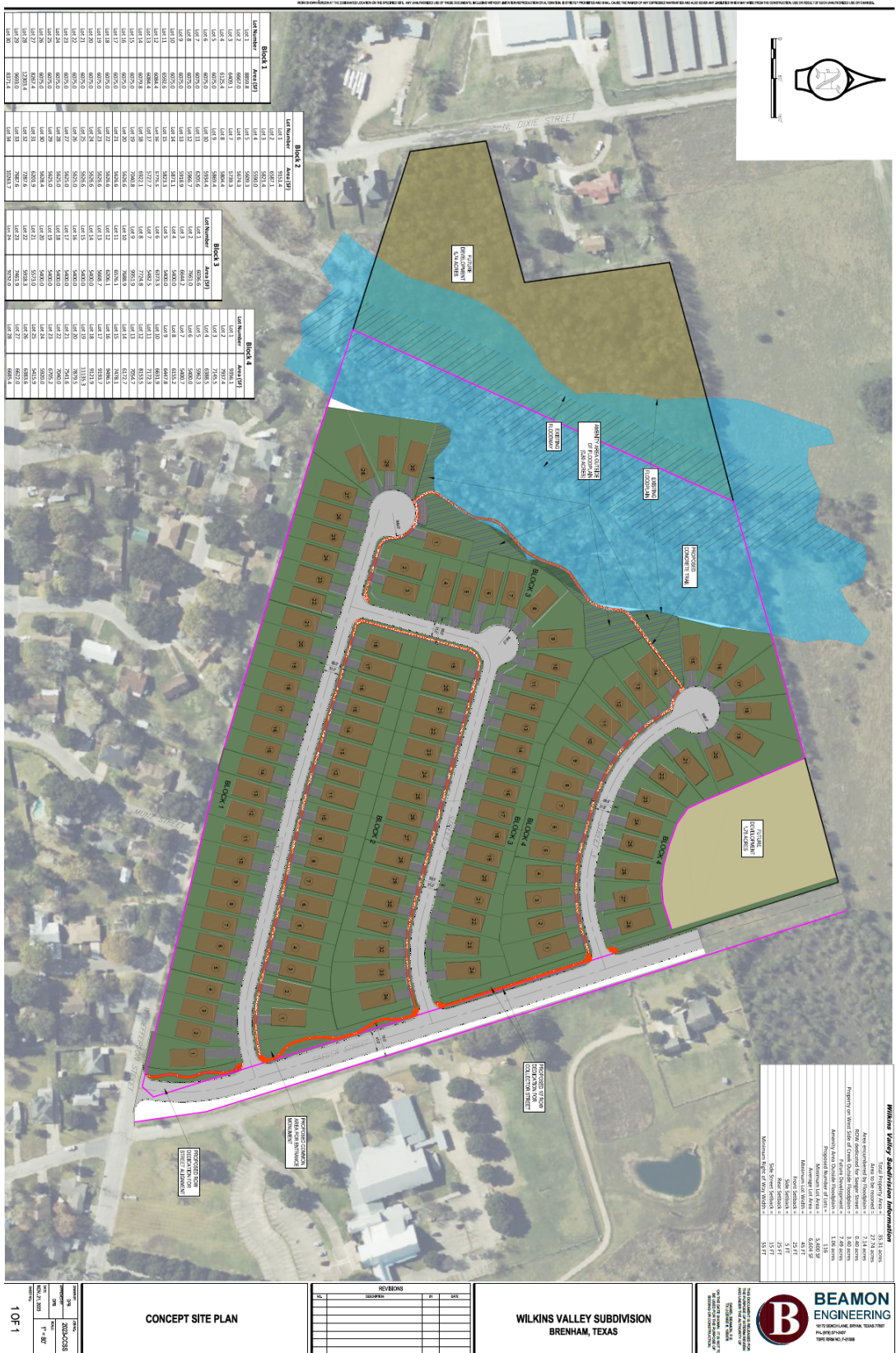


EXHIBIT B



FIELD NOTES DESCRIPTION
OF A
28.09 ACRE TRACT
PHILIP COE LEAGUE SURVEY, ABSTRACT 31
BRENHAM, WASHINGTON COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF 28.09 ACRES IN THE PHILIP COE LEAGUE SURVEY, ABSTRACT 31, IN BRENHAM, WASHINGTON COUNTY, TEXAS, BEING A PORTION OF A CALLED 35.31 ACRE TRACT OF LAND DESCRIBED IN A DEED TO CLAYTON M. COLLIER AND WIFE, KELLI J. COLLIER RECORDED IN VOLUME 1601, PAGE 386 OF THE OFFICIAL PUBLIC RECORDS OF WASHINGTON COUNTY, TEXAS (OPRWCT); SAID 28.09 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point on the southwest line of a called 2.025 acre tract of land described in a deed to the City of Brenham recorded in Volume 1122, Page 281 (OPRWCT) said point being on the northeast line of said Collier tract; for reference a 1/2 inch iron rod found with orange plastic cap stamped 'HODDE & HODDE' found bears N 18° 24' 05" W a distance of 86.56 feet, from which a 1/2 inch iron rod with orange plastic cap stamped 'HODDE & HODDE' found in the south line of a called 140.41 acre tract of land described in a deed to Gregory Ko recorded in Volume 1879, Page 636 (OPRWCT), at the northeast corner of said Collier tract and the northwest corner of said 2.025 acre tract bears N 17° 49' 45" W a distance of 262.42 feet;

THENCE, with the common line of said Collier tract and said City tract for the following three (3) courses and distances:

- 1) **S 18° 24' 05" E**, a distance of **325.70 feet** to a 1/2 inch iron rod with yellow plastic cap stamped 'MCCLURE BROWNE' found;
- 2) **S 17° 43' 33" E**, a distance of **773.22 feet** to a 5/8 inch iron rod with orange plastic cap stamped 'HODDE & HODDE' found for an angle point;
- 3) **S 41° 38' 57" W**, a distance of **30.54 feet** to a 5/8 inch iron rod with orange plastic cap stamped 'HODDE & HODDE' found on the northeast line of W. Jefferson Street at the southwest corner of said City Tract and the southeast corner hereof;

THENCE, with the southwest line of said Collier tract, along the northeast side of W. Jefferson Street and Section No. 1 of Woodson's Meadow Park filed in Slide 74A of the Plat Records of Washington County, Texas (PRWCT), **N 77° 05' 24" W**, for a distance of **674.95 feet** to a 1/2 inch iron rod with yellow plastic cap stamped 'MCCLURE BROWNE' found at the northwest corner of Lot 22 of said Section No. 1 and the northeast corner of Lot 4 of Section 2, Meadow Park filed in Slide 114A (PRWCT);

THENCE, continuing with the southwest line of said Collier tract, same being the northeast line of Section 2, the following two (2) courses and distances:

- 1) **N 73° 53' 12" W**, a distance of **674.76 feet** to a 1/2 inch iron rod with yellow plastic cap stamped 'MCCLURE BROWNE' found at an angle point in said line; and
- 2) **N 71° 57' 45" W**, a distance of **199.14 feet** to a point in an erosion control area at the northwest corner of Lot 11 of said Section 2 and the northeast corner of Lot 3C of Little Sandy Subdivision filed in Slide 725B (PRWCT)

THENCE, with the southwest line of said Collier tract and the northeast line of said Lot 3C, **N 72° 46' 52" W**, a distance of **74.81 feet** to a point for corner;

THENCE, through said Collier tract, **N 26° 15' 11" E**, a distance of **847.11 feet** to a 1/2 inch iron rod with yellow plastic cap stamped 'MCCLURE BROWNE' found marking an angle point in south line of said Ko 140.41 acre tract (1879/636 OPRWCT) and the north line of said Collier tract;

THENCE, with the common line of said Collier tract and said Ko tract for the following two (2) courses and distances:

- 1) **N 73° 30' 34" E**, a distance of **322.09 feet** to a 1/2 inch iron rod with yellow plastic cap stamped 'MCCLURE BROWNE' found;
- 2) **N 74° 27' 40" E**, a distance of **218.86 feet** to a point for corner in said common line;

THENCE, through said Collier tract for the following seven (7) courses and distances:

- 1) **S 23° 01' 26" E** a distance of **256.62 feet** to an angle point;
- 2) **S 55° 20' 46" E** a distance of **37.45 feet** to an angle point;
- 3) **S 70° 14' 28" E** a distance of **42.23 feet** to an angle point;
- 4) **S 75° 14' 53" E** a distance of **45.00 feet** to an angle point;
- 5) **S 84° 09' 20" E** a distance of **39.46 feet** to an angle point;
- 6) **N 85° 34' 57" E** a distance of **37.75 feet** to an angle point;

- 7) N 71° 36' 48" E a distance of 66.67 feet to the POINT OF BEGINNING hereof and containing 28.09 acres of land, more or less.

Surveyed on the ground January 2024 under my supervision. See plat prepared January 2024 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.000025160521 (calculated using GEOID12B). Reference drawing: 24-055-5 Standard Land Survey.


1/24/24

Michael Konetski

Registered Professional Land Surveyor No. 6531

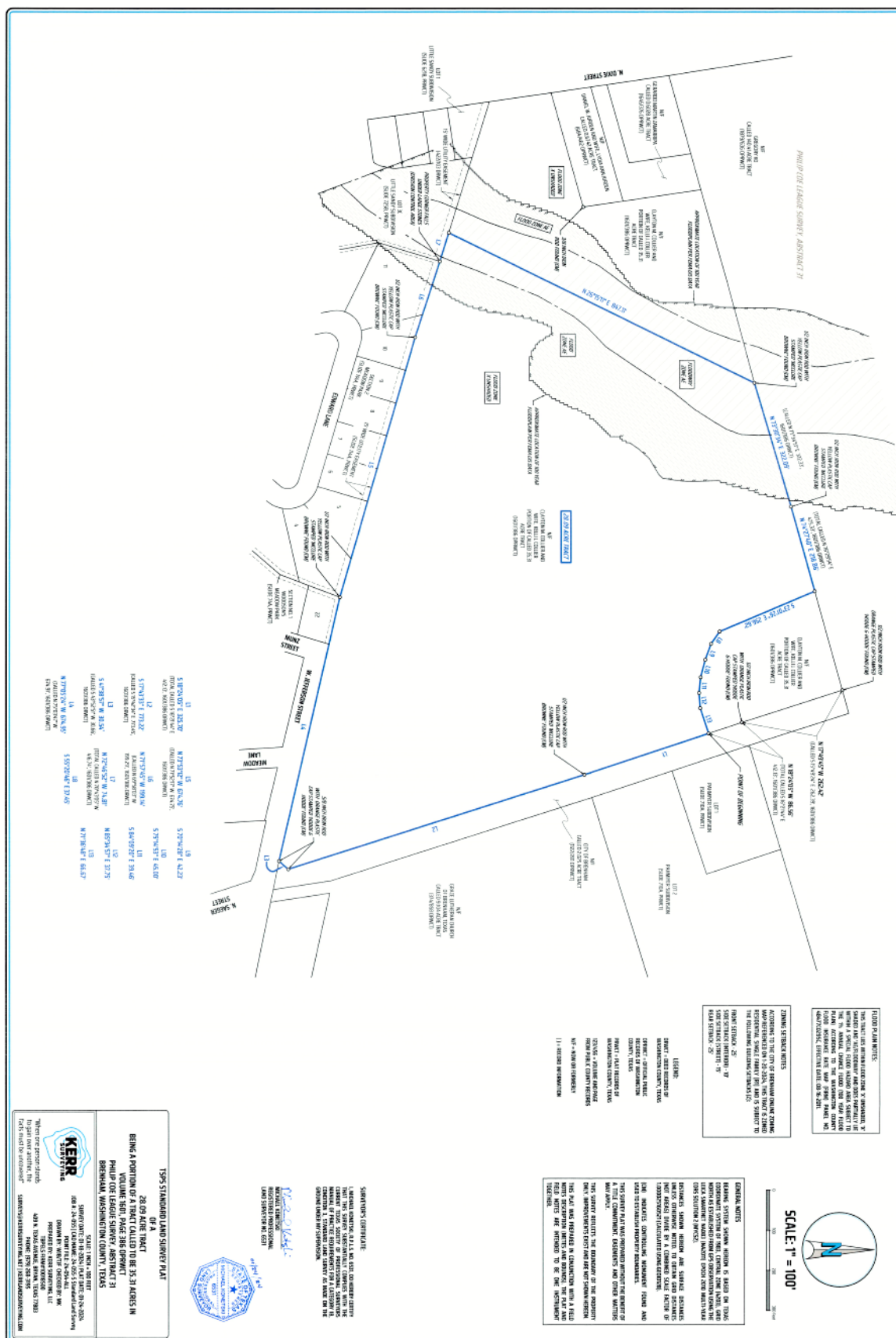


KERR SURVEYING

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Surveys@kerrsurveying.net | TBPELS Firm No. 10018500





City Council Regular Meeting **AGENDA ITEM 13**

Agenda Item: Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending the Rate Tariff Schedules for the City of Brenham Water Services

Meeting Date: March 7, 2024

Department: Public Utilities

Staff Contact: Daniel McCracken, Utility Compliance Manager

SUMMARY STATEMENT:

In September 2023, the City hired NewGen Strategies & Solutions to update the City's water rates. The study was needed in order:

- To determine if existing cost allocations among customer classes still applied OR if adjustments needed to be made; and
- To ensure rates were sufficient for covering new debt issuance needed to finance Water Plant Expansion and Groundwater Wells Projects.

Results and recommendations from NewGen's Water Rate Analysis were presented in the February 15th Work Session. Staff is proposing the first of three annual water rate increases to recover higher costs largely driven by the planned addition of new debt for the Water Plant Expansion and Groundwater Wells Projects.

Incorporated into these water rate increases is a change in the Commercial Water Rate Class (WF/WG). Currently, every commercial customer pays the same minimum monthly charge, regardless of the water meter size, which is called a Uniform Fixed Charge structure. However, demand and costs placed on a water system are directly related to meter size, with larger meters creating higher demand and higher costs than smaller meters. A Uniform Fixed Charge structure fails to adequately recognize these demand/costs differences and as a result, businesses with smaller water meters and demand end up subsidizing businesses with larger water meters and demand. Staff is requesting an amendment to this structure by correcting the subsidies that exist between small and large meters. This is achieved by applying appropriate Meter Equivalency Ratios to the fixed charged, which recognizes the system demand of each meter size and results in the assessment of a higher minimum monthly charge on larger water meters.

ATTACHMENTS:

1. Water Rate Increase Comparison Table
2. Water Tariff-Red Line
3. Ordinance on its first reading - Water Rate Increase Tariffs

RECOMMENDATION:

Approve an Ordinance on its first reading amending the rate tariff schedules for the City of Brenham water services.

RATE CLASS (INSIDE)^	MONTHLY GALLONS	MONTHLY CURRENT	MONTHLY PROPOSED	MONTHLY \$ CHG	MONTHLY % CHG
RESIDENTIAL	5,000	\$ 33.06	\$ 36.47	\$ 3.41	10%
	10,000	\$ 58.26	\$ 64.27	\$ 6.01	10%
RESIDENTIAL/COMMERCIAL IRRIGATION	10,000	\$ 43.60	\$ 57.52	\$ 13.92	32%
	20,000	\$ 111.70	\$ 147.42	\$ 35.72	32%
COMMERCIAL < 1" METER - 1,954 UNITS	50,000	\$ 222.22	\$ 274.50	\$ 52.28	24%
	200,000	\$ 945.22	\$ 1,179.00	\$ 233.78	25%
COMMERCIAL 1" METER - 412 UNITS	50,000	\$ 222.22	\$ 277.86	\$ 55.64	25%
	200,000	\$ 945.22	\$ 1,182.36	\$ 237.14	25%
COMMERCIAL 1 1/2" METER - 119 UNITS	50,000	\$ 222.22	\$ 286.26	\$ 64.04	29%
	200,000	\$ 945.22	\$ 1,190.76	\$ 245.54	26%
COMMERCIAL 2" METER - 244 UNITS	50,000	\$ 222.22	\$ 296.35	\$ 74.13	33%
	200,000	\$ 945.22	\$ 1,200.85	\$ 255.63	27%
COMMERCIAL 3" METER - 49 UNITS	50,000	\$ 222.22	\$ 319.88	\$ 97.66	44%
	200,000	\$ 945.22	\$ 1,224.38	\$ 279.16	30%
COMMERCIAL 4" METER - 16 UNITS	50,000	\$ 222.22	\$ 353.49	\$ 131.27	59%
	200,000	\$ 945.22	\$ 1,257.99	\$ 312.77	33%
COMMERCIAL 6" METER - 2 UNITS	50,000	\$ 222.22	\$ 437.52	\$ 215.30	97%
	200,000	\$ 945.22	\$ 1,342.02	\$ 396.80	42%

^ NOTE: OUTSIDE CITY LIMIT RATES ARE 1.15X INSIDE CITY RATES

EXHIBIT "A"
CITY OF BRENHAM
200 WEST VULCAN STREET P.O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	610
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULE	OCTOBER 19, 2023 APRIL 1, 2024	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/19/23)	

GENERAL SERVICE - URBAN

RATE SCHEDULE - W-A

APPLICABILITY

This rate is applicable to all residential customers receiving water service through a permanent meter installation.

AVAILABILITY

This rate is available to all customers located within the corporate limits of the City of Brenham, Texas.

RATES

First 3,000 gallons or less	\$ 22.98 <u>\$25.35</u>
3,001 – 10,000 gallons	\$ 5.04 <u>\$5.56</u> /1,000 gallons
10,001 – 25,000 gallons	\$ 6.34 <u>\$6.96</u> /1,000 gallons
25,001 and above	\$ 7.89 <u>\$8.70</u> /1,000 gallons

MINIMUM CHARGES

The minimum monthly bill shall be ~~\$ 22.98~~ \$25.35.

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Water supplied under this rate is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

EXHIBIT "A"
CITY OF BRENHAM
200 WEST VULCAN STREET P.O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	611
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULE	OCTOBER 19, 2023	APRIL 1, 2024
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective <u>10/19/2023</u>)	

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
4. If the installation of a service tap and meter is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. The homeowner will be billed for metered water when City personnel find the water meter on.
6. Abnormally high water bills caused when a customer has a water leak (break in line, leaking commode, etc) will be adjusted a maximum of \$150 for a maximum of two billing periods. A customer whose current water bill is abnormally high because of a water leak must bring or mail a receipt to the Utility Billing Department showing that the problem has been fixed or a written and signed statement from the customer if the customer repaired the problem himself. Utility Billing will require the completion of one additional full billing cycle in order to be certain that the problem has been fixed. If the customer's water bill returns to normal, they will be credited for one-half of the water that leaked for a total maximum adjustment of \$150. If necessary, this adjustment/credit may be made for a maximum of two billing periods if the customer experienced an abnormally high water bill for more than one billing period.
7. Minimum water bills will be assessed based on the number of electric meters. Apartments will be billed one minimum for each rental unit on the premises.

EXHIBIT "A"
CITY OF BRENHAM

200 WEST VULCAN STREET P.O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

600

620

ALL SERVICES

TARIFF

SECTION NO.

SHEET NO.

WATER RATE SCHEDULE

SECTION TITLE

OCTOBER 19, 2023 APRIL 1, 2024

EFFECTIVE DATE

(Supersedes Rate Change effective 10/19/2023)

GENERAL SERVICE - RURAL

RATE SCHEDULE W-B

APPLICABILITY

This rate is applicable to all residential customers receiving water service through a permanent meter installation.

AVAILABILITY

This rate is available to all customers located outside the corporate limits of the City of Brenham, Texas.

RATES

First 3,000 gallons or less	\$26.43 <u>\$29.15</u>
3,001 – 10,000 gallons	\$5.80 <u>\$6.39</u> /1,000 gallons
10,001 – 25,000 gallons	\$7.27 <u>\$8.00</u> /1,000 gallons
25,001 and above	\$9.07 <u>\$10.00</u> /1,000 gallons

MINIMUM CHARGES

The minimum monthly bill shall be ~~\$26.43~~ \$29.15.

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Water supplied under this rate is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

EXHIBIT "A"
CITY OF BRENHAM
200 WEST VULCAN STREET P.O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	621
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULE	OCTOBER 19, 2023 <u>APRIL 1, 2024</u>	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective <u>10/19/2023</u>)	

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
4. If the installation of a service tap and meter is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. The customer will be billed for metered water when City personnel find the water meter on.
6. Abnormally high water bills caused when a customer has a water leak (break in line, leaking commode, etc) will be adjusted a maximum of \$150 for a maximum of two billing periods. A customer whose current water bill is abnormally high because of a water leak must bring or mail a receipt to the Utility Billing Department showing that the problem has been fixed or a written and signed statement from the customer if the customer repaired the problem himself. Utility Billing will require the completion of one additional full billing cycle in order to be certain that the problem has been fixed. If the customer's water bill returns to normal, they will be credited for one-half of the water that leaked for a total maximum adjustment of \$150. If necessary, this adjustment/credit may be made for a maximum of two billing periods if the customer experienced an abnormally high water bill for more than one billing period.
7. Minimum water bills will be assessed based on the number of electric meters. Apartments will be billed one minimum for each rental unit on the premises.

EXHIBIT "A"
CITY OF BRENHAM
200 WEST VULCAN STREET P.O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	630
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 19, 2023 <u>APRIL 1, 2024</u>	
SECTION TITLE	EFFECTIVE DATE	
(Supersedes Rate Change effective <u>10/19/2023</u>)		

TEMPORARY CONSTRUCTION SERVICE

RATE SCHEDULE W-D

APPLICABILITY

This rate is applicable to all customers that receive water delivered into a tank truck, tank trailer, portable sprayer, portable mixer, or other similar container from a temporary meter set on a fire hydrant.

AVAILABILITY

This rate and service is only applicable to those who pay the required deposit and the fee for meter placement, and who are approved by the General Manager of Public Utilities prior to usage.

RATES

First 3,000 gallons or less	\$22.41 <u>\$28.01</u>
3,001 – 10,000 gallons	\$6.16 <u>\$7.70</u> /1,000 gallons
10,001 – 25,000 gallons	\$7.71 <u>\$9.62</u> /1,000 gallons
25,001 and above	\$9.64 <u>\$12.06</u> /1,000 gallons

MINIMUM CHARGES

The minimum monthly bill shall be ~~\$22.41~~ \$28.01.

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, the customer will forfeit the entire deposit and the City may, at its sole option, remove the fire hydrant meter and terminate service to the customer.

CHARACTER OF SERVICE

Water supplied under this rate schedule is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

EXHIBIT "A"
CITY OF BRENHAM
200 WEST VULCAN STREET P.O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	631
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 19, 2023	APRIL 1, 2024
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective <u>10/19/2023</u>)	

SPECIAL CONDITIONS OF SERVICE

1. The customer will pay an initial deposit of three hundred dollars (\$300.00) in cash or check to the City of Brenham.
2. In addition, where service is rendered from a fire hydrant, the customer will be required to pay a non-refundable fee of two hundred dollars (\$200.00) to cover the City's cost of setting up and removing a temporary meter on a fire hydrant. The superintendent of the Water Distribution Department has the authority to refuse service from any fire hydrant where, in his opinion, the rendering of such service would have an adverse effect on the pressure or flow to other customers in the surrounding area.
3. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
4. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.

EXHIBIT "A"
CITY OF BRENHAM
200 WEST VULCAN STREET P.O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	640
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 19, 2023	APRIL 1, 2024
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective <u>10/19/2023</u>)	

YARD SPRINKLER SYSTEM SERVICE – URBAN

RATE SCHEDULE W-E

APPLICABILITY

This rate is applicable to all residential customers receiving water service through a permanent meter installation, which serves only a yard sprinkler system.

AVAILABILITY

This rate is available to all customers located within the corporate limits of the City of Brenham, Texas.

RATES

0 – 10,000 gallons	\$ 5.45 <u>\$7.19</u> /1,000 gallons
10,001 – 25,000 gallons	\$ 6.84 <u>\$8.99</u> /1,000 gallons
25,001 and above	\$ 8.53 <u>\$11.26</u> /1,000 gallons

MINIMUM CHARGES

No minimum monthly bill

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Water supplied under this rate is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

EXHIBIT "A"
CITY OF BRENHAM
200 WEST VULCAN STREET P.O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	641
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 19, 2023	APRIL 1, 2024
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective <u>10/19/2023</u>)	

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
4. If the installation of a service tap and meter is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. The customer will be billed for metered water when City personnel find the water meter on.
6. Abnormally high water bills caused when a customer has a water leak (break in line, leaking commode, etc) will be adjusted a maximum of \$150 for a maximum of two billing periods. A customer whose current water bill is abnormally high because of a water leak must bring or mail a receipt to the Utility Billing Department showing that the problem has been fixed or a written and signed statement from the customer if the customer repaired the problem himself. Utility Billing will require the completion of one additional full billing cycle in order to be certain that the problem has been fixed. If the customer's water bill returns to normal, they will be credited for one-half of the water that leaked for a total maximum adjustment of \$150. If necessary, this adjustment/credit may be made for a maximum of two billing periods if the customer experienced an abnormally high water bill for more than one billing period.
7. Minimum water bills will be assessed based on the number of electric meters. Apartments will be billed one minimum for each rental unit on the premises.

EXHIBIT "A"
CITY OF BRENHAM
200 WEST VULCAN STREET P.O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	642
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 19, 2023 <u>APRIL 1, 2024</u>	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective <u>10/19/2023</u>)	

YARD SPRINKLER SYSTEM SERVICE – URBAN

RATE SCHEDULE W-I

APPLICABILITY

This rate is applicable to all commercial and industrial customers receiving water service through a permanent meter installation, which serves only a yard sprinkler system.

AVAILABILITY

This rate is available to all customers located inside the corporate limits of the City of Brenham, Texas.

RATES

0 – 10,000 gallons	\$5.45 <u>\$7.19</u> /1,000 gallons
10,001 – 25,000 gallons	\$6.84 <u>\$8.99</u> /1,000 gallons
25,001 and above	\$8.53 <u>\$11.26</u> /1,000 gallons

MINIMUM CHARGES

No minimum monthly bill

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Water supplied under this rate is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

EXHIBIT "A"
CITY OF BRENHAM
200 WEST VULCAN STREET P.O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	643
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 19, 2023 <u>APRIL 1, 2024</u>	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective <u>10/19/2023</u>)	

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
4. If the installation of a service tap and meter is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. The customer will be billed for metered water when City personnel find the water meter on.
6. Abnormally high water bills caused when a customer has a water leak (break in line, leaking commode, etc) will be adjusted a maximum of \$150 for a maximum of two billing periods. A customer whose current water bill is abnormally high because of a water leak must bring or mail a receipt to the Utility Billing Department showing that the problem has been fixed or a written and signed statement from the customer if the customer repaired the problem himself. Utility Billing will require the completion of one additional full billing cycle in order to be certain that the problem has been fixed. If the customer's water bill returns to normal, they will be credited for one-half of the water that leaked for a total maximum adjustment of \$150. If necessary, this adjustment/credit may be made for a maximum of two billing periods if the customer experienced an abnormally high water bill for more than one billing period.
7. Minimum water bills will be assessed based on the number of electric meters. Apartments will be billed one minimum for each rental unit on the premises.

EXHIBIT "A"
CITY OF BRENHAM
200 WEST VULCAN STREET P.O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	650
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	<u>OCTOBER 19, 2023</u> <u>APRIL 1, 2024</u>	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective <u>10/19/2023</u>)	

GENERAL SERVICE - URBAN

RATE SCHEDULE W-F

APPLICABILITY

This rate is applicable to all commercial and industrial customers receiving water service through a permanent meter installation.

AVAILABILITY

This rate is available to all customers located within the corporate limits of the City of Brenham, Texas.

RATES

First 3,000 gallons or less	<u>\$ 22.41</u> <u>SEE MINIMUM CHARGES</u>
3,001 – 10,000 gallons	<u>\$ 3.08</u> <u>\$3.85/1,000 gallons</u>
10,001 – 25,000 gallons	<u>\$ 3.85</u> <u>\$4.81/1,000 gallons</u>
25,001 and above	<u>\$ 4.82</u> <u>\$6.03/1,000 gallons</u>

MINIMUM CHARGES

The minimum monthly bill shall be \$22.41 ASSESSED ON WATER METER SIZE:-

<u>5/8" OR 3/4"</u>	<u>\$24.65</u>
<u>1"</u>	<u>\$28.01</u>
<u>1 1/2"</u>	<u>\$36.41</u>
<u>2"</u>	<u>\$46.50</u>
<u>3"</u>	<u>\$70.03</u>
<u>4"</u>	<u>\$103.64</u>
<u>6"</u>	<u>\$187.67</u>
<u>8"</u>	<u>\$288.50</u>

EXHIBIT "A"
CITY OF BRENHAM
200 WEST VULCAN STREET P.O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	651
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 19, 2023 <u>APRIL 1, 2024</u>	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change effective 10/19/2023)

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Water supplied under this rate is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
4. If the installation of a service tap and meter is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. The homeowner will be billed for metered water when City personnel find the water meter on.
6. Abnormally high water bills caused when a customer has a water leak (break in line, leaking commode, etc) will be adjusted a maximum of \$150 for a maximum of two billing periods. A customer whose current water bill is abnormally high because of a water leak must bring or mail a receipt to the Utility Billing Department showing that the problem has been fixed or a written and signed statement from the customer if the customer repaired the problem himself. Utility Billing will require the completion of one additional full billing cycle in order to be certain that the problem has been fixed. If the customer's water bill returns to normal, they will be credited for one-half of the water that leaked for a total maximum adjustment of \$150. If necessary, this adjustment/credit may be made for a maximum of two billing periods if the customer experienced an abnormally high water bill for more than one billing period.
7. Minimum water bills will be assessed based on the number of electric meters. Apartments will be billed one minimum for each rental unit on the premises.

EXHIBIT "A"
CITY OF BRENHAM
200 WEST VULCAN STREET P.O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES TARIFF	600	660
WATER RATE SCHEDULES SECTION TITLE	SECTION NO.	SHEET NO.
	OCTOBER 19, 2023 <u>APRIL 1, 2024</u>	
	EFFECTIVE DATE	
	(Supersedes Rate Change effective <u>10/19/2023</u>)	

GENERAL SERVICE - RURAL

RATE SCHEDULE W-G

APPLICABILITY

This rate is applicable to all commercial and industrial customers receiving water service through a permanent meter installation.

AVAILABILITY

This rate is available to all customers located outside the corporate limits of the City of Brenham, Texas.

RATES

First 3,000 gallons or less	\$ 25.77 <u>SEE MINIMUM CHARGES</u>
3,001 – 10,000 gallons	\$ 3.55 <u>\$ 4.43</u> /1,000 gallons
10,001 – 25,000 gallons	\$ 4.43 <u>\$ 5.53</u> /1,000 gallons
25,001 and above	\$ 5.54 <u>\$ 6.93</u> /1,000 gallons

MINIMUM CHARGES

The minimum monthly bill shall be ~~\$ 25.77~~ ASSESSED ON WATER METER SIZE:

<u>5/8" OR 3/4"</u>	<u>\$28.35</u>
<u>1"</u>	<u>\$32.21</u>
<u>1 1/2"</u>	<u>\$41.87</u>
<u>2"</u>	<u>\$53.48</u>
<u>3"</u>	<u>\$80.53</u>
<u>4"</u>	<u>\$119.19</u>
<u>6"</u>	<u>\$215.82</u>
<u>8"</u>	<u>\$331.78</u>

EXHIBIT "A"
CITY OF BRENHAM
200 WEST VULCAN STREET P.O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	661
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 19, 2023 APRIL 1, 2024	
SECTION TITLE	EFFECTIVE DATE	
	Supersedes Rate Change effective 10/19/2023)	

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Water supplied under this rate schedule is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
4. If the installation of a service tap and meter is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. The customer will be billed for metered water when City personnel find the water meter on.
6. Abnormally high water bills caused when a customer has a water leak (break in line, leaking commode, etc) will be adjusted a maximum of \$150 for a maximum of two billing periods. A customer whose current water bill is abnormally high because of a water leak must bring or mail a receipt to the Utility Billing Department showing that the problem has been fixed or a written and signed statement from the customer if the customer repaired the problem himself. Utility Billing will require the completion of one additional full billing cycle in order to be certain that the problem has been fixed. If the customer's water bill returns to normal, they will be credited for one-half of the water that leaked for a total maximum adjustment of \$150. If necessary, this adjustment/credit may be made for a maximum of two billing periods if the customer experienced an abnormally high water bill for more than one billing period.
7. Minimum water bills will be assessed based on the number of electric meters. Apartments will be billed one minimum for each rental unit on the premises.

EXHIBIT "A"
CITY OF BRENHAM
200 WEST VULCAN STREET P.O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	670
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 19, 2023	APRIL 1, 2024
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective <u>10/19/2023</u>)	

YARD SPRINKLER SYSTEM - RURAL

RATE SCHEDULE W-H

APPLICABILITY

This rate is applicable to all residential, commercial and industrial service through a permanent meter installation, which serves only a yard sprinkler system.

AVAILABILITY

This rate is available to all customers located outside the corporate limits of the City of Brenham, Texas

RATES

0 – 10,000 gallons	\$6.27 <u>\$8.27</u> /1,000 gallons
10,001 – 25,000 gallons	\$7.83 <u>\$10.34</u> /1,000 gallons
25,001 and above	\$9.82 <u>\$12.95</u> /1,000 gallons

MINIMUM CHARGES

No minimum monthly charge

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Water supplied under this rate schedule is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

EXHIBIT "A"
CITY OF BRENHAM
200 WEST VULCAN STREET P.O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	671
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 19, 2023	APRIL 1, 2024
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective <u>10/19/2023</u>)	

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
4. If the installation of a service tap and meter is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. The customer will be billed for metered water when City personnel find the water meter on.
6. Abnormally high water bills caused when a customer has a water leak (break in line, leaking commode, etc) will be adjusted a maximum of \$150 for a maximum of two billing periods. A customer whose current water bill is abnormally high because of a water leak must bring or mail a receipt to the Utility Billing Department showing that the problem has been fixed or a written and signed statement from the customer if the customer repaired the problem himself. Utility Billing will require the completion of one additional full billing cycle in order to be certain that the problem has been fixed. If the customer's water bill returns to normal, they will be credited for one-half of the water that leaked for a total maximum adjustment of \$150. If necessary, this adjustment/credit may be made for a maximum of two billing periods if the customer experienced an abnormally high water bill for more than one billing period.
7. Minimum water bills will be assessed based on the number of electric meters. Apartments will be billed one minimum for each rental unit on the premises.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE WATER RATE TARIFF SCHEDULES FOR WATER SERVICES FOR THE CITY OF BRENHAM, TEXAS; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE:

WHEREAS, the City Council for the City of Brenham, Texas ("City Council") deems it necessary to change the rates charged for water distribution services to its customers in order to provide for conditions of utility service which promote health, safety, and welfare of the citizens of Brenham, Texas.

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

SECTION I

The City Council of the City of Brenham, Texas does hereby adopt the Water Rate Schedules for water services set forth in the attached Exhibit "A" is made a part hereof for all purposes pertinent, to be effective with utility billing occurring on or after April 1, 2024.

SECTION II

This Ordinance shall take effect as provided by the Charter of the City of Brenham, Texas. The implementation of rates as forth herein and on the attached Exhibit "A" shall be effective with utility billing occurring on and after April 1, 2024.

PASSED AND APPROVED, on its first reading this the ____ day of March 2024.

PASSED AND APPROVED, on its second reading this the ____ day of March 2024.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

EXHIBIT "A"
CITY OF BRENHAM
200 WEST VULCAN STREET P.O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	610
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULE	APRIL 1, 2024	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/19/23)	

GENERAL SERVICE - URBAN

RATE SCHEDULE - W-A

APPLICABILITY

This rate is applicable to all residential customers receiving water service through a permanent meter installation.

AVAILABILITY

This rate is available to all customers located within the corporate limits of the City of Brenham, Texas.

RATES

First 3,000 gallons or less	\$ \$25.35
3,001 – 10,000 gallons	\$5.56/1,000 gallons
10,001 – 25,000 gallons	\$6.96/1,000 gallons
25,001 and above	\$8.70/1,000 gallons

MINIMUM CHARGES

The minimum monthly bill shall be \$25.35.

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Water supplied under this rate is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

EXHIBIT "A"
CITY OF BRENHAM
200 WEST VULCAN STREET P.O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	611
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULE	APRIL 1, 2024	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/19/2023)	

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
4. If the installation of a service tap and meter is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. The homeowner will be billed for metered water when City personnel find the water meter on.
6. Abnormally high water bills caused when a customer has a water leak (break in line, leaking commode, etc) will be adjusted a maximum of \$150 for a maximum of two billing periods. A customer whose current water bill is abnormally high because of a water leak must bring or mail a receipt to the Utility Billing Department showing that the problem has been fixed or a written and signed statement from the customer if the customer repaired the problem himself. Utility Billing will require the completion of one additional full billing cycle in order to be certain that the problem has been fixed. If the customer's water bill returns to normal, they will be credited for one-half of the water that leaked for a total maximum adjustment of \$150. If necessary, this adjustment/credit may be made for a maximum of two billing periods if the customer experienced an abnormally high water bill for more than one billing period.
7. Minimum water bills will be assessed based on the number of electric meters. Apartments will be billed one minimum for each rental unit on the premises.

EXHIBIT "A"
CITY OF BRENHAM
200 WEST VULCAN STREET P.O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	620
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULE	APRIL 1, 2024	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/19/2023)	

GENERAL SERVICE - RURAL

RATE SCHEDULE W-B

APPLICABILITY

This rate is applicable to all residential customers receiving water service through a permanent meter installation.

AVAILABILITY

This rate is available to all customers located outside the corporate limits of the City of Brenham, Texas.

RATES

First 3,000 gallons or less	\$29.15
3,001 – 10,000 gallons	\$6.39/1,000 gallons
10,001 – 25,000 gallons	\$8.00/1,000 gallons
25,001 and above	\$10.00/1,000 gallons

MINIMUM CHARGES

The minimum monthly bill shall be \$29.15.

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Water supplied under this rate is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

EXHIBIT "A"
CITY OF BRENHAM
200 WEST VULCAN STREET P.O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	621
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULE	APRIL 1, 2024	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/19/2023)	

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
4. If the installation of a service tap and meter is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. The customer will be billed for metered water when City personnel find the water meter on.
6. Abnormally high water bills caused when a customer has a water leak (break in line, leaking commode, etc) will be adjusted a maximum of \$150 for a maximum of two billing periods. A customer whose current water bill is abnormally high because of a water leak must bring or mail a receipt to the Utility Billing Department showing that the problem has been fixed or a written and signed statement from the customer if the customer repaired the problem himself. Utility Billing will require the completion of one additional full billing cycle in order to be certain that the problem has been fixed. If the customer's water bill returns to normal, they will be credited for one-half of the water that leaked for a total maximum adjustment of \$150. If necessary, this adjustment/credit may be made for a maximum of two billing periods if the customer experienced an abnormally high water bill for more than one billing period.
7. Minimum water bills will be assessed based on the number of electric meters. Apartments will be billed one minimum for each rental unit on the premises.

EXHIBIT "A"
CITY OF BRENHAM
200 WEST VULCAN STREET P.O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	630
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	APRIL 1, 2024	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change effective 10/19/2023)

TEMPORARY CONSTRUCTION SERVICE

RATE SCHEDULE W-D

APPLICABILITY

This rate is applicable to all customers that receive water delivered into a tank truck, tank trailer, portable sprayer, portable mixer, or other similar container from a temporary meter set on a fire hydrant.

AVAILABILITY

This rate and service is only applicable to those who pay the required deposit and the fee for meter placement, and who are approved by the General Manager of Public Utilities prior to usage.

RATES

First 3,000 gallons or less	\$28.01
3,001 – 10,000 gallons	\$7.70/1,000 gallons
10,001 – 25,000 gallons	\$9.62/1,000 gallons
25,001 and above	\$12.06/1,000 gallons

MINIMUM CHARGES

The minimum monthly bill shall be \$28.01.

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, the customer will forfeit the entire deposit and the City may, at its sole option, remove the fire hydrant meter and terminate service to the customer.

CHARACTER OF SERVICE

Water supplied under this rate schedule is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

EXHIBIT "A"
CITY OF BRENHAM
200 WEST VULCAN STREET P.O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	631
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	APRIL 1, 2024	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/19/2023)	

SPECIAL CONDITIONS OF SERVICE

1. The customer will pay an initial deposit of three hundred dollars (\$300.00) in cash or check to the City of Brenham.
2. In addition, where service is rendered from a fire hydrant, the customer will be required to pay a non-refundable fee of two hundred dollars (\$200.00) to cover the City's cost of setting up and removing a temporary meter on a fire hydrant. The superintendent of the Water Distribution Department has the authority to refuse service from any fire hydrant where, in his opinion, the rendering of such service would have an adverse effect on the pressure or flow to other customers in the surrounding area.
3. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
4. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.

EXHIBIT "A"
CITY OF BRENHAM
200 WEST VULCAN STREET P.O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	640
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	APRIL 1, 2024	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/19/2023)	

YARD SPRINKLER SYSTEM SERVICE – URBAN

RATE SCHEDULE W-E

APPLICABILITY

This rate is applicable to all residential customers receiving water service through a permanent meter installation, which serves only a yard sprinkler system.

AVAILABILITY

This rate is available to all customers located within the corporate limits of the City of Brenham, Texas.

RATES

0 – 10,000 gallons	\$7.19/1,000 gallons
10,001 – 25,000 gallons	\$8.99/1,000 gallons
25,001 and above	\$11.26/1,000 gallons

MINIMUM CHARGES

No minimum monthly bill

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Water supplied under this rate is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

EXHIBIT "A"
CITY OF BRENHAM
200 WEST VULCAN STREET P.O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	641
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	APRIL 1, 2024	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/19/2023)	

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
4. If the installation of a service tap and meter is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. The customer will be billed for metered water when City personnel find the water meter on.
6. Abnormally high water bills caused when a customer has a water leak (break in line, leaking commode, etc) will be adjusted a maximum of \$150 for a maximum of two billing periods. A customer whose current water bill is abnormally high because of a water leak must bring or mail a receipt to the Utility Billing Department showing that the problem has been fixed or a written and signed statement from the customer if the customer repaired the problem himself. Utility Billing will require the completion of one additional full billing cycle in order to be certain that the problem has been fixed. If the customer's water bill returns to normal, they will be credited for one-half of the water that leaked for a total maximum adjustment of \$150. If necessary, this adjustment/credit may be made for a maximum of two billing periods if the customer experienced an abnormally high water bill for more than one billing period.
7. Minimum water bills will be assessed based on the number of electric meters. Apartments will be billed one minimum for each rental unit on the premises.

EXHIBIT "A"
CITY OF BRENHAM
200 WEST VULCAN STREET P.O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	642
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	APRIL 1, 2024	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/19/2023)	

YARD SPRINKLER SYSTEM SERVICE – URBAN

RATE SCHEDULE W-I

APPLICABILITY

This rate is applicable to all commercial and industrial customers receiving water service through a permanent meter installation, which serves only a yard sprinkler system.

AVAILABILITY

This rate is available to all customers located inside the corporate limits of the City of Brenham, Texas.

RATES

0 – 10,000 gallons	\$7.19/1,000 gallons
10,001 – 25,000 gallons	\$8.99/1,000 gallons
25,001 and above	\$11.26/1,000 gallons

MINIMUM CHARGES

No minimum monthly bill

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Water supplied under this rate is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

EXHIBIT "A"
CITY OF BRENHAM
200 WEST VULCAN STREET P.O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	643
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	APRIL 1, 2024	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/19/2023)	

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
4. If the installation of a service tap and meter is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. The customer will be billed for metered water when City personnel find the water meter on.
6. Abnormally high water bills caused when a customer has a water leak (break in line, leaking commode, etc) will be adjusted a maximum of \$150 for a maximum of two billing periods. A customer whose current water bill is abnormally high because of a water leak must bring or mail a receipt to the Utility Billing Department showing that the problem has been fixed or a written and signed statement from the customer if the customer repaired the problem himself. Utility Billing will require the completion of one additional full billing cycle in order to be certain that the problem has been fixed. If the customer's water bill returns to normal, they will be credited for one-half of the water that leaked for a total maximum adjustment of \$150. If necessary, this adjustment/credit may be made for a maximum of two billing periods if the customer experienced an abnormally high water bill for more than one billing period.
7. Minimum water bills will be assessed based on the number of electric meters. Apartments will be billed one minimum for each rental unit on the premises.

EXHIBIT "A"
CITY OF BRENHAM
200 WEST VULCAN STREET P.O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	650
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	APRIL 1, 2024	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/19/2023)	

GENERAL SERVICE - URBAN

RATE SCHEDULE W-F

APPLICABILITY

This rate is applicable to all commercial and industrial customers receiving water service through a permanent meter installation.

AVAILABILITY

This rate is available to all customers located within the corporate limits of the City of Brenham, Texas.

RATES

First 3,000 gallons or less	SEE MINIMUM CHARGES
3,001 – 10,000 gallons	\$3.85/1,000 gallons
10,001 – 25,000 gallons	\$4.81/1,000 gallons
25,001 and above	\$6.03/1,000 gallons

MINIMUM CHARGES

The minimum monthly bill shall be ASSESSED ON WATER METER SIZE:

5/8" OR 3/4"	\$24.65
1"	\$28.01
1 1/2"	\$36.41
2"	\$46.50
3"	\$70.03
4"	\$103.64
6"	\$187.67
8"	\$288.50

EXHIBIT "A"
CITY OF BRENHAM
200 WEST VULCAN STREET P.O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	651
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	APRIL 1, 2024	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change effective 10/19/2023)

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Water supplied under this rate is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
4. If the installation of a service tap and meter is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. The homeowner will be billed for metered water when City personnel find the water meter on.
6. Abnormally high water bills caused when a customer has a water leak (break in line, leaking commode, etc) will be adjusted a maximum of \$150 for a maximum of two billing periods. A customer whose current water bill is abnormally high because of a water leak must bring or mail a receipt to the Utility Billing Department showing that the problem has been fixed or a written and signed statement from the customer if the customer repaired the problem himself. Utility Billing will require the completion of one additional full billing cycle in order to be certain that the problem has been fixed. If the customer's water bill returns to normal, they will be credited for one-half of the water that leaked for a total maximum adjustment of \$150. If necessary, this adjustment/credit may be made for a maximum of two billing periods if the customer experienced an abnormally high water bill for more than one billing period.
7. Minimum water bills will be assessed based on the number of electric meters. Apartments will be billed one minimum for each rental unit on the premises.

EXHIBIT "A"
CITY OF BRENHAM
200 WEST VULCAN STREET P.O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	660
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	APRIL 1, 2024	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/19/2023)	

GENERAL SERVICE - RURAL

RATE SCHEDULE W-G

APPLICABILITY

This rate is applicable to all commercial and industrial customers receiving water service through a permanent meter installation.

AVAILABILITY

This rate is available to all customers located outside the corporate limits of the City of Brenham, Texas.

RATES

First 3,000 gallons or less	SEE MINIMUM CHARGES
3,001 – 10,000 gallons	\$4.43/1,000 gallons
10,001 – 25,000 gallons	\$5.53/1,000 gallons
25,001 and above	\$6.93/1,000 gallons

MINIMUM CHARGES

The minimum monthly bill shall be ASSESSED ON WATER METER SIZE:

5/8" OR 3/4"	\$28.35
1"	\$32.21
1 1/2"	\$41.87
2"	\$53.48
3"	\$80.53
4"	\$119.19
6"	\$215.82
8"	\$331.78

EXHIBIT "A"
CITY OF BRENHAM
200 WEST VULCAN STREET P.O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	661
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	APRIL 1, 2024	
SECTION TITLE	EFFECTIVE DATE	
	Supersedes Rate Change effective 10/19/2023)	

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Water supplied under this rate schedule is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
4. If the installation of a service tap and meter is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. The customer will be billed for metered water when City personnel find the water meter on.
6. Abnormally high water bills caused when a customer has a water leak (break in line, leaking commode, etc) will be adjusted a maximum of \$150 for a maximum of two billing periods. A customer whose current water bill is abnormally high because of a water leak must bring or mail a receipt to the Utility Billing Department showing that the problem has been fixed or a written and signed statement from the customer if the customer repaired the problem himself. Utility Billing will require the completion of one additional full billing cycle in order to be certain that the problem has been fixed. If the customer's water bill returns to normal, they will be credited for one-half of the water that leaked for a total maximum adjustment of \$150. If necessary, this adjustment/credit may be made for a maximum of two billing periods if the customer experienced an abnormally high water bill for more than one billing period.
7. Minimum water bills will be assessed based on the number of electric meters. Apartments will be billed one minimum for each rental unit on the premises.

EXHIBIT "A"
CITY OF BRENHAM
200 WEST VULCAN STREET P.O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	670
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	APRIL 1, 2024	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/19/2023)	

YARD SPRINKLER SYSTEM - RURAL

RATE SCHEDULE W-H

APPLICABILITY

This rate is applicable to all residential, commercial and industrial service through a permanent meter installation, which serves only a yard sprinkler system.

AVAILABILITY

This rate is available to all customers located outside the corporate limits of the City of Brenham, Texas

RATES

0 – 10,000 gallons	\$8.27/1,000 gallons
10,001 – 25,000 gallons	\$10.34/1,000 gallons
25,001 and above	\$12.95/1,000 gallons

MINIMUM CHARGES

No minimum monthly charge

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Water supplied under this rate schedule is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

EXHIBIT "A"
CITY OF BRENHAM
200 WEST VULCAN STREET P.O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	671
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	APRIL 1, 2024	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/19/2023)	

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
4. If the installation of a service tap and meter is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. The customer will be billed for metered water when City personnel find the water meter on.
6. Abnormally high water bills caused when a customer has a water leak (break in line, leaking commode, etc) will be adjusted a maximum of \$150 for a maximum of two billing periods. A customer whose current water bill is abnormally high because of a water leak must bring or mail a receipt to the Utility Billing Department showing that the problem has been fixed or a written and signed statement from the customer if the customer repaired the problem himself. Utility Billing will require the completion of one additional full billing cycle in order to be certain that the problem has been fixed. If the customer's water bill returns to normal, they will be credited for one-half of the water that leaked for a total maximum adjustment of \$150. If necessary, this adjustment/credit may be made for a maximum of two billing periods if the customer experienced an abnormally high water bill for more than one billing period.
7. Minimum water bills will be assessed based on the number of electric meters. Apartments will be billed one minimum for each rental unit on the premises.



City Council Regular Meeting **AGENDA ITEM 14**

Agenda Item: Discuss and Possibly Act Upon Award of Bid Concerning Project No. 65C-56C for the 2023 Brenham Business Center Sanitary Extension and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: March 7, 2024

Department: Public Utilities

Staff Contact: Shawn Bolenbarr, Public Utilities Project Manager

SUMMARY STATEMENT:

On January 30, 2024 the City of Brenham and Strand Associates opened bids for Project #65C-56C (2023 Brenham Business Center Sanitary Sewer Extension). This project consisted of installing 3,001ft of eight-inch gravity sewer, 595ft of four-inch sewer force main, and a new 126 gallon per minute duplex lift station.

There were 5 bidders, with Texas KB Utilities, LLC being the lowest bidder at \$821,000.00. Bids were very competitive, ranging from \$821,000.00-\$1,850,480.00. We are pleased with the bids and the number of bidders. We know Texas KB Utilities and they are based out of Chappell Hill, TX. They have previously done work for First Baptist Development and are currently constructing the Progress and Valley Drives Drainage Improvement Project for the City of Brenham.

The City of Brenham Public Utilities Department respectfully ask the council to award Project #65C-56C (2023 Brenham Business Center Sanitary Sewer Extension) to Texas KB Utilities, LLC in the total amount of \$821,00.00. Please note that the Brenham Community Development Corporation (BCDC) is funding this project.

ATTACHMENTS:

1. Bid Tabulation Letter
2. Bid Tabulation Summary

RECOMMENDATION:

Award Bid for the 2023 Brenham Business Center Sanitary Extension, Project No. 65C-56C, to Texas KB Utilities, LLC. in the amount of \$821,000.00 and authorize the Mayor to execute any necessary documentation.



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

February 2, 2024

Ms. Debbie Gaffey, Public Utilities General Manager
City of Brenham
200 West Vulcan Street
Brenham, TX 77833

Re: Brenham Business Center Lift Station Force Main and Gravity Sewer Improvements
Contract 65C-56C
City of Brenham, Texas

Dear Ms. Gaffey:

Bids for the above-referenced Project were opened on January 30, 2024. Six Bids were received with the resulting Bid tabulation enclosed.

Texas KB Utilities, LLC of Chappell Hill, Texas, was the apparent low Bidder at \$821,000. The Bid included a Bid Bond for 5 percent and Addenda No. 1 was acknowledged. The Bid is deemed to be responsive. Texas KB Utilities, LLC is currently working on the Progress and Valley Drive Drainage Improvements project for the City of Brenham.

If you determine that Texas KB Utilities, LLC is a responsible Bidder after your evaluation of their qualifications, we recommend proceeding with award of the Contract in accordance with Article 16 of the Instructions to Bidders.

Sincerely,

STRAND ASSOCIATES, INC.®

Kelly M. Hajek, P.E.

Enclosure

TBPE No. F-8405
TBPLS No. 10030000

3900.275\KMH\mids\BREN\Documents\Specifications\Archive\2024\Brenham, City of\3900.275.65C-56C.KMH\16) Specification Letters(a) Resulting Bid Tabulation\020224.docx

Bids Received: 2 P.M.
January 30, 2024

STRAND ASSOCIATES, INC.®
TBPE No. F-8405
TBPLS No. 10030000
1906 Niebuhr Street
Brenham, TX 77833

CITY OF BRENHAM
BRENHAM BUSINESS CENTER LIFT STATION
FORCE MAIN AND GRAVITY SEWER IMPROVEMENTS
CITY OF BRENHAM PROJECT NO.: 65C-56C

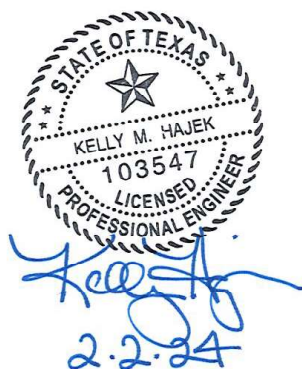
BID TABULATION SUMMARY

Bidder and Address	Bid Bond or Guarantee	Addenda Acknowledged	Computed Total Base Bid	Cash Allowance	Computed Total Bid
Texas KB Utilities, LLC 9230 FM 1371 Chappel Hill, TX 77426	5%	Yes	\$811,000.00	\$10,000.00	\$821,000.00
Solid Bridge Construction, LLC 3104 Interstate 45 South New Waverly, TX 77358	5%	Yes	\$898,881.00	\$10,000.00	\$908,881.00
AR Turnkey Construction Company, Inc. 3535 Briarpark 245 Houston, TX 77042	5%	Yes	\$950,387.00	\$10,000.00	\$960,387.00 *\$950,387.00
Dudley Construction, LLC 11370 State Highway 30 College Station, TX 77845	5%	Yes	\$1,231,822.20	\$10,000.00	\$1,241,822.20
Mercer Construction Company 909 North Colorado Street Edna, TX 77957	5%	Yes	\$1,275,101.00	\$10,000.00	\$1,285,101.00 *No Total

Aranda Industries LLC 4206 Northwind Lane Houston, TX 77014	5%	Yes	\$1,840,480.00	\$10,000.00 *No Total	\$1,850,480.00
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*Contractor's Computed Total

Reviewed by: 



Bids Received: 2 P.M., January 30, 2024

STRAND ASSOCIATES, INC.*
TBPE No. F-8405
TBPLS No. 10030000
1906 Niebuhr Street
Brenham, TX 77833

CITY OF BRENHAM
BRENNHAM BUSINESS CENTER LIFT STATION
FORCE MAIN AND GRAVITY SEWER IMPROVEMENTS
CITY OF BRENHAM PROJECT NO.: 65C-56C

BID TABULATION BREAKDOWN

				Texas KB Utilities, LLC 9230 FM 1371 Chappel Hill, TX 77426		Solid Bridge Construction, LLC 3104 Interstate 45 South New Waverly, TX 77358		AR Turnkey Construction Company, Inc. 3535 Briarpark 245 Houston, TX 77042		Dudley Construction, LLC 11370 State Highway 30 College Station, TX 77845		Mercer Construction Company 909 North Colorado Street Edna, TX 77957		Aranda Industries LLC 4206 Northwind Lane Houston, TX 77014	
No	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
BASE BID															
1.	Mobilization (up to 10 Percent of Total Project Costs, Excluding Mobilization).	1	LS	\$ 81,000.00	\$ 81,000.00	\$ 40,000.00	\$ 40,000.00	\$ 65,000.00	\$ 65,000.00	\$ 98,000.00	\$ 98,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
2.	Furnish 126-Gallon-Per-Minute Preassembled Lift Station Package in Accordance with the Drawings and Section 43.25.20 of the Project Manual, including Delivery to Project Site. Not to Exceed \$185,000.00.	1	LS	\$ 165,000.00	\$ 165,000.00	\$ 165,000.00	\$ 165,000.00	\$ 165,000.00	\$ 165,000.00	\$ 165,000.00	\$ 165,000.00	\$ 165,000.00	\$ 165,000.00	\$ 165,000.00	\$ 165,000.00
3.	Install the Materials and Equipment Furnished in Base Bid Item No. 2 including but Not Limited to the Remaining Station Piping, Electrical Controls and Control Rack, Concrete Slab, Access Driveway, and Cedar Plank Fence.	1	LS	\$ 313,164.05	\$ 313,164.05	\$ 300,000.00	\$ 300,000.00	\$ 355,000.00	\$ 355,000.00	\$ 356,000.00	\$ 356,000.00	\$ 199,500.00	\$ 199,500.00	\$ 450,000.00	\$ 450,000.00
4.	Provide 8-Inch American Society for Testing and Materials (ASTM) D-3034 Standard Dimension Ratio (SDR)-26 Polyvinyl Chloride (PVC) Gravity Sewer by Open Cut, 0- to 6-Foot Depth.	850	LF	\$ 38.90	\$ 33,065.00	\$ 30.00	\$ 25,500.00	\$ 45.00	\$ 38,250.00	\$ 64.00	\$ 45,900.00	\$ 110.00	\$ 93,500.00	\$ 125.00	\$ 106,250.00
5.	Provide 8-Inch ASTM D-3034 SDR-26 PVC Gravity Sewer by Open Cut, 6- to 12-Foot Depth.	1,630	LF	\$ 38.90	\$ 63,407.00	\$ 32.00	\$ 52,160.00	\$ 50.00	\$ 81,500.00	\$ 63.00	\$ 102,690.00	\$ 148.00	\$ 241,240.00	\$ 175.00	\$ 285,250.00
6.	Provide 8-Inch ASTM D-3034 SDR-26 PVC Gravity Sewer by Open Cut, Greater Than 12-Foot Depth.	255	LF	\$ 38.90	\$ 9,819.50	\$ 44.00	\$ 11,220.00	\$ 60.00	\$ 15,300.00	\$ 192.00	\$ 48,960.00	\$ 278.00	\$ 70,890.00	\$ 250.00	\$ 63,750.00
7.	Provide 8-Inch ASTM D-2241 SDR-21 PVC Cesta-Flow (Restrained Joint Integral Bell (RJB)) Gravity Sewer by Bore, Various Depths.	116	LF	\$ 100.65	\$ 11,875.40	\$ 175.00	\$ 20,300.00	\$ 111.00	\$ 12,876.00	\$ 177.00	\$ 20,532.00	\$ 138.00	\$ 16,008.00	\$ 500.00	\$ 58,000.00
8.	Provide 4-Inch AWWA C900 DR 18 Force Main by Open Cut.	365	LF	\$ 41.65	\$ 15,275.25	\$ 25.00	\$ 9,125.00	\$ 75.00	\$ 27,375.00	\$ 120.00	\$ 43,800.00	\$ 53.00	\$ 19,345.00	\$ 100.00	\$ 36,500.00
9.	Provide 4-Inch AWWA C-900 DR 18 PVC Cesta-Lok (RJB) Force Main by Bore.	80	LF	\$ 80.15	\$ 6,412.00	\$ 250.00	\$ 20,000.00	\$ 77.00	\$ 6,160.00	\$ 101.00	\$ 8,080.00	\$ 120.00	\$ 9,600.00	\$ 200.00	\$ 16,000.00
10.	Furnish and Install 8-Inch ASTM D-2241 SDR-21 PVC Cesta-Flow (RJB) Gravity Sewer Inside a 14-Inch Welded Steel Casing by Bore, Various Depths.	150	LF	\$ 155.45	\$ 23,317.50	\$ 300.00	\$ 45,000.00	\$ 290.00	\$ 43,500.00	\$ 475.00	\$ 71,250.00	\$ 360.00	\$ 54,000.00	\$ 650.00	\$ 97,500.00
11.	Furnish and Install 4-Inch AWWA C-900 DR 18 PVC Cesta-Lok (RJB) Force Main Inside 10-Inch Welded Steel Casing by Bore, Various Depths.	150	LF	\$ 82.50	\$ 12,435.00	\$ 300.00	\$ 45,000.00	\$ 185.00	\$ 27,750.00	\$ 344.00	\$ 51,600.00	\$ 285.00	\$ 42,750.00	\$ 550.00	\$ 82,500.00
12.	Provide 8-Inch ASTM D-3034 SDR-26 PVC Drop Connection, 0- to 5-Foot Length.	3	EA	\$ 1,395.00	\$ 4,185.00	\$ 750.00	\$ 2,250.00	\$ 1,200.00	\$ 3,600.00	\$ 1,100.00	\$ 3,300.00	\$ 2,000.00	\$ 6,000.00	\$ 10,000.00	\$ 30,000.00
13.	Provide Extra Length for an 8-Inch Drop Connection.	11.8	VF	\$ 36.00	\$ 424.80	\$ 100.00	\$ 1,180.00	\$ 100.00	\$ 1,180.00	\$ 25.00	\$ 295.00	\$ 105.00	\$ 1,239.00	\$ 350.00	\$ 4,130.00
14.	Remove and Dispose of Existing Sanitary Sewer Manholes.	2	EA	\$ 950.00	\$ 1,920.00	\$ 2,500.00	\$ 5,000.00	\$ 600.00	\$ 1,200.00	\$ 700.00	\$ 1,400.00	\$ 3,500.00	\$ 7,000.00	\$ 2,500.00	\$ 5,000.00
15.	Provide 4-Foot-Diameter Concrete Manholes.	10	EA	\$ 4,095.00	\$ 40,950.00	\$ 4,900.00	\$ 49,000.00	\$ 3,600.00	\$ 36,000.00	\$ 7,800.00	\$ 78,000.00	\$ 12,100.00	\$ 121,000.00	\$ 10,000.00	\$ 100,000.00
16.	Furnish and Install Extra Vertical Manhole Depth (4-Foot-Diameter).	45.2	VF	\$ 1.00	\$ 45.20	\$ 280.00	\$ 12,656.00	\$ 185.00	\$ 8,362.00	\$ 281.00	\$ 12,701.20	\$ 200.00	\$ 9,040.00	\$ 500.00	\$ 22,600.00
17.	Provide 5-Foot-Diameter Concrete Manholes.	1	EA	\$ 6,010.00	\$ 6,010.00	\$ 6,150.00	\$ 6,150.00	\$ 6,100.00	\$ 6,100.00	\$ 11,780.00	\$ 11,780.00	\$ 15,500.00	\$ 15,500.00	\$ 15,000.00	\$ 15,000.00

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				Texas KB Utilities, LLC 9230 FM 1371 Chappel Hill, TX 77426		Solid Bridge Construction, LLC 3104 Interstate 45 South New Waverly, TX 77358		AR Turnkey Construction Company, Inc. 3535 Briarpark 245 Houston, TX 77042		Dudley Construction, LLC 11370 State Highway 30 College Station, TX 77845		Meier Construction Company 909 North Colorado Street Edna, TX 77957		Aranda Industries LLC 4206 Northwind Lane Houston, TX 77014	
No	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
BASE BID															
18.	Furnish and Install Extra Vertical Manhole Depth (5-Foot-Diameter).	6.6	VF	\$ 1.00	\$ 6.60	\$ 660.00	\$ 3,040.00	\$ 300.00	\$ 1,980.00	\$ 725.00	\$ 4,060.00	\$ 335.00	\$ 1,815.00	\$ 1,000.00	\$ 5,600.00
19.	Provide 6-Foot-Diameter Concrete Manholes.	1	EA	\$ 15,575.00	\$ 15,575.00	\$ 10,000.00	\$ 10,000.00	\$ 9,800.00	\$ 9,800.00	\$ 18,500.00	\$ 18,500.00	\$ 19,000.00	\$ 19,000.00	\$ 25,000.00	\$ 25,000.00
20.	Furnish and Install Extra Vertical Manhole Depth (6-Foot-Diameter).	14	VF	\$ 1.00	\$ 13.70	\$ 1,000.00	\$ 13,700.00	\$ 420.00	\$ 5,754.00	\$ 1,020.00	\$ 13,974.00	\$ 490.00	\$ 6,713.00	\$ 2,000.00	\$ 27,400.00
21.	Temporary Bypass, Storage, and Vacuum, as Necessary.	1	LS	\$ 600.00	\$ 600.00	\$ 10,000.00	\$ 10,000.00	\$ 6,000.00	\$ 6,000.00	\$ 23,900.00	\$ 23,900.00	\$ 8,600.00	\$ 8,600.00	\$ 50,000.00	\$ 50,000.00
22.	Remove and Dispose of Existing Lift Station and Appurtenances.	1	LS	\$ 3,500.00	\$ 3,500.00	\$ 20,000.00	\$ 20,000.00	\$ 11,000.00	\$ 11,000.00	\$ 2,800.00	\$ 2,800.00	\$ 8,600.00	\$ 8,600.00	\$ 25,000.00	\$ 25,000.00
23.	Traffic Control According to The Texas Manual on Uniform Traffic Control Devices.	1	LS	\$ 100.00	\$ 100.00	\$ 3,500.00	\$ 3,500.00	\$ 7,000.00	\$ 7,000.00	\$ 2,800.00	\$ 2,800.00	\$ 5,000.00	\$ 5,000.00	\$ 20,000.00	\$ 20,000.00
24.	Site Restoration, Seeding, and Cleanup.	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 8,500.00	\$ 8,500.00	\$ 8,000.00	\$ 8,000.00	\$ 16,900.00	\$ 16,900.00	\$ 22,500.00	\$ 22,500.00	\$ 40,000.00	\$ 40,000.00
25.	Excavation and Trench Safety	1	LS	\$ 100.00	\$ 100.00	\$ 20,000.00	\$ 20,000.00	\$ 5,000.00	\$ 5,000.00	\$ 30,000.00	\$ 30,000.00	\$ 31,200.00	\$ 31,200.00	\$ 10,000.00	\$ 10,000.00
ENGINEER'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 25					\$ 811,000.00		\$ 898,881.00		\$ 950,387.00		\$ 1,231,822.20		\$ 1,275,101.00		\$ 1,840,480.00
CONTRACTOR'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 25					\$ 811,000.00		\$ 898,881.00		\$ 950,387.00		\$ 1,231,822.20		\$ 1,275,101.00		\$ 1,840,480.00
CASH ALLOWANCE															
C.1.	Procure a Testing Firm to Perform Construction Materials Testing at the Lift Station	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
ENGINEER'S COMPUTED TOTAL ITEM NO. C.1					\$ 10,000.00		\$ 10,000.00		\$ 10,000.00		\$ 10,000.00		\$ 10,000.00		\$ 10,000.00
CONTRACTOR'S COMPUTED TOTAL ITEM NO. C.1					\$ 10,000.00		\$ 10,000.00		\$ 10,000.00		\$ 10,000.00		\$ 10,000.00		*No Total
COMPUTED TOTAL BID															
ENGINEER'S COMPUTED TOTAL BASE BID PLUS CASH ALLOWANCE					\$ 821,000.00		\$ 908,881.00		\$ 960,387.00		\$ 1,241,822.20		\$ 1,285,101.00		\$ 1,850,480.00
CONTRACTOR'S COMPUTED TOTAL BASE BID PLUS CASH ALLOWANCE					\$ 821,000.00		\$ 908,881.00		*\$950,387.00		\$ 1,241,822.20		*No Total		\$ 1,850,480.00

* CONTRACTOR'S COMPUTED TOTAL
Reviewed by 



City Council Regular Meeting **AGENDA ITEM 15**

Agenda Item: Discuss and Possibly Act Upon an Agreement Between the City of Brenham and Aqua Metric for Services Related to the Installation of a Second Advanced Metering Infrastructure Base Station and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: March 7, 2024

Department: Public Utilities

Staff Contact: Shawn Bolenbarr, Public Utilities Project Manager

SUMMARY STATEMENT:

The City of Brenham Public Utilities Department is looking to increase redundancy and capacity in the City of Brenham Advanced Metering Infrastructure. The way that we are looking to add redundancy and capacity is by adding a second Advanced Metering Infrastructure Base Station. By adding the second Base Station it will ensure that we will always have the means to receive meter data in case of equipment malfunctions or weather-related damage such as wind or lightning. This will also enable more dedicated channels that result in higher network capacity by allowing more granular data and more data channels for future growth.

Currently the City of Brenham utilizes Sensus for all advanced metering infrastructure components. Aqua Metric is a sole source vendor for Sensus products in the Central, East and South Texas regions. Being that Aqua Metric is the sole source provider of Sensus equipment for our region, we received a quote from Aqua Metric for the installation of the second Base Station. Aqua Metric provided a quote of \$67,667.41 for the base station equipment and the installation of the equipment. This equipment would be installed at the Jefferies Street water tower.

Please note that this project was discussed in the FY 23-24 budget meetings and was approved for the current budget. The Public Utilities budgeted 19,000.00 in four different departments. Those departments are the Water Construction Department, Wastewater Construction Department, Gas Department, and the Electric Department.

Please see the financing mechanism for the \$67,667.41 below:

- Water Construction Department 164 – Account 812.01 - \$16,916.85
- Wastewater Construction Department 165 – Account 812.01 - \$16,916.85

- Gas Department 162 – Account 812.01 - \$16,916.85
- Electric Department 161 – Account 812.01 - \$16,916.85

The City of Brenham Public Utilities Department respectfully asks the Council to approve an agreement between the City of Brenham and Aqua Metric for services related to the installation of a second Advanced Metering Infrastructure Base Station in the total amount of \$67,667.41.

ATTACHMENTS:

1. Sensus Sole Source Letter 1-1-23
2. Standard Form of Agreement for Installation of a Second AMI Base Station
3. Proposal For Second Basestation

RECOMMENDATION:

Approve an agreement between the City Of Brenham and Aqua Metric for services related to the installation of a second advanced metering infrastructure base station for a total of \$67,667.41 and authorize the Mayor to execute any necessary documentation.

Jim Grillo
Sensus USA, Inc
Mid-West Director of Sales
612-867-3283
jim.grillo@xyleminc.com



January 1, 2023

To Whom It May Concern:

Sensus USA, Inc is pleased to announce that **Aqua Metric of Selma, TX** is the exclusive Authorized Distributor of Sensus products and Value Added Reseller (VAR) for Sensus Services such as SaaS in the territory of Central, East and South Texas and the state of Louisiana.

Please contact Aqua Metric for all of your Sensus needs. Purchasing Sensus products and services from the authorized distributor for your area ensures that your products will be properly supported and warranted.

We look forward to the opportunity of providing your firm with quality water measurement equipment and support in the near future. Please feel free to contact me at jim.grillo@xyleminc.com regarding this or any other matter.

Sincerely

A handwritten signature in black ink, appearing to read "J. Grillo".

James C. Grillo
Mid-West Director of Sales
Sensus USA, Inc

**Standard Form of
Agreement
Installation of a Second
Advanced Metering
Infrastructure Base Station**

**THE STATE OF TEXAS §
 §
COUNTY OF WASHINGTON §**

THIS AGREEMENT, made and entered into this day of _____
A.D., 2024, by and between Thirkettle Corporation dba Aqua-Metric Sales Company, a California Corporation, operating within the County of Guadalupe and State of Texas, acting through Christopher Newville, its Manager, hereinafter termed "Contractor" and the City of Brenham, a home-rule municipal corporation, organized and existing under the laws of the State of Texas, acting through its Mayor or other duly authorized designee, hereinafter termed "City."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by City and Contractor, Contractor hereby agrees to commence and complete performance of the work specified below:

Installation of a Second Advanced Metering Infrastructure ("AMI") Base Station

and all extra work in connection therewith, under the terms and conditions as stated in this Agreement, and at his (or their) own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the work specified above, in accordance with the Proposal Instructions, Contractor's Proposal, General Conditions, Supplementary Conditions, Addenda (if any), Technical Specifications, and in accordance with this Agreement, and in accordance with the plans, which includes all maps, plats, blueprints, and other drawings and printed or written explanatory matter thereof, and the Specifications therefore (all collectively referred to herein as "the Contract Documents"), as prepared by the City, all of which are made a part hereof and collectively evidence and constitute the entire contract.

Contractor agrees to perform the work and City agrees to pay Contractor the total of sixty-seven thousand six hundred sixty-seven dollars and forty-one cents (\$67,667.41) for completed and accepted work as set forth and adjusted in accordance with the terms of this Agreement. City and Contractor hereby agree to the following additional terms and conditions:

1. Prior to Performance of Work

(a) *Examination of Contract and Site.* Contractor specifically represents that it has carefully examined the plans, the geotechnical report, if any, and the site of the proposed work and is thoroughly familiar with the nature and location of the work, the character quality, and quantity of the material to be utilized, the character of equipment and facilities for and during the prosecution of the work, the time needed to complete the work, Contractor's ability to meet all deadlines and schedules required by this Agreement, the general and local conditions, and all other matters that in any way affect the work under this Agreement, having had the opportunity to conduct any and all additional inquiry, tests and investigation that he/she deems necessary and proper.

(b) *Continuing Obligation.* Before undertaking each part of the work, Contractor shall carefully study the Contract Documents to check and verify pertinent figures shown thereon compare accurately to all applicable field measurements. Contractor shall promptly report in writing to City's representative any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from City's Representative before proceeding with any work affected thereby. Contractor shall be liable to City for failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents of which Contractor knew or reasonably should have known.

(c) City will not be responsible for additional expenses incurred by Contractor to perform extra work necessitated by conditions which were reasonably discoverable by Contractor prior to beginning work and which Contractor failed to include in its proposal.

2. Construction Responsibilities

(a) *Commencement and Completion Dates.* Contractor hereby agrees to commence work on or after the date established for the start of work as set forth in the notice to proceed and complete all work within the time stated in this Agreement. The work shall be completed in the number of days listed in the proposal.

(b) *FORCE MAJEURE.* Neither party shall be held liable for delay in fulfilling or failure to fulfill its obligations under this Agreement, if such delay or failure is caused by events beyond the reasonable control of such party, including, without limitation, natural calamity, acts of God, terrorist events, pandemic, epidemic, strikes, lockouts or labor disruption, wars, riots or embargo delays, government allocations or priorities, shortages of transportation, fuel, labor, or materials, inability to produce or procure the products or raw materials, or any other circumstance or cause beyond either party's reasonable control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this Agreement.

(c) *Specifications.* Contractor shall construct the improvements required by the description of work set out in the Contract Documents (“the Improvements”) in a competent and efficient manner in accordance with the procedures, specifications and standards contained in the Contract Documents and all regulations, ordinances or specifications applicable to such Improvements, such specifications, standards, regulations and ordinances being expressly incorporated herein by reference and being made a part of the agreement as though written herein.

(d) *Unforeseen Conditions.* Contractor must notify City in writing as soon as reasonably possible, but no later than three (3) calendar days, if unforeseen conditions are encountered at the site which are unknown physical conditions of an unusual nature, that differ materially from those normally encountered in the type of work being performed under this Agreement. If it is determined by City that such conditions differ materially and cause an increase or decrease in the cost of or time required for performance of any part of the work, City’s representative will determine whether or not an equitable adjustment in the price or time for performance will be made, taking into consideration Section 1 and other applicable provisions of this Agreement. If it is determined that such conditions are not materially different from those indicated in the Contract Documents, the price and time period will not be adjusted.

(e) *Protection of Lines.* Notwithstanding any other provision of this Agreement, Contractor is solely responsible for the location and protection of any and all public utility lines and utility customer service lines in the work area. Contractor shall indemnify or reimburse such expenses or costs (including fines that may be levied against City) that may result from unauthorized or accidental damage to all public lines and utility customer service lines in the work area. City reserves the right to repair any damage Contractor causes to such utilities at Contractor's expense. If a public line and/or customer service line is damaged by Contractor, Contractor shall give verbal notice within one (1) hour and written notice within twenty-four (24) hours to City’s representative.

(f) *Good and Workmanlike Manner.* All work on the Improvements shall be performed in a good and workmanlike manner and to the satisfaction of the City or its representative. City shall decide all questions which arise as to the quality and acceptability of materials furnished, work performed, and the interpretation of specifications.

(g) *Facilitate Inspection.* Contractor shall furnish City or City’s representative with every reasonable facility for ascertaining whether or not the work performed was in accordance with the specifications applicable thereto. Any work done or materials used without suitable inspection by City may be ordered removed and replaced at Contractor's expense. Upon failure of the Contractor to allow for inspection, to test materials furnished, to satisfactorily repair, remove or replace, if so directed, rejected, unauthorized or condemned work or materials, or to follow any other request or order of City or City’s representative, City shall notify the Contractor of such failure and may suspend

inspections of such work until such failure is remedied. If such failure is not remedied to the satisfaction of City, City shall have no obligation under this Agreement to approve or accept the Improvements.

(h) *Means and Methods of Construction.* Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall be responsible to see that the completed work complies accurately with the Contract Documents. City may reject any of the Improvements for which, in the judgment of the City, the Improvements were not constructed in accordance with City specifications.

(i) *Work Stoppage.* The City shall have the right to order the work of the Contractor wholly or partially stopped:

- (1) if any of the materials furnished or the work being done is not in strict accordance with this Agreement;
- (2) until any objectionable person or material is removed from the premises; or
- (3) if any portion of the work is being performed so as to create a hazardous condition.

Such stoppage or suspension shall neither invalidate any of Contractor's performance obligations under this Agreement, including the time of performance and deadlines therefore, nor will extra charges be allowed the Contractor by reason of such stoppage or suspension.

(i) *Permits and Licenses.* The Contractor shall secure and pay for all necessary permits and licenses, governmental fees, and inspections necessary for the proper execution and completion of the work. During this Agreement term and/or period during which the Contractor is working, it shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.

(j) *Royalties and Licensing Fees.* The Contractor shall pay all royalties and licensing fees. The Contractor shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of patents, materials and methods used in the project. It shall defend all suits or claims for infringement of any patent rights.

(k) *Safety Precautions.* Safety precautions at the site are a part of the construction techniques and processes for which the Contractor shall be solely responsible. The Contractor is solely responsible for handling and use of hazardous materials or waste and informing employees of any such hazardous materials or waste. The Contractor shall provide copies of all hazardous materials and waste data sheets to the Fire Department.

(l) *Warn of Hazards.* The Contractor has the sole obligation to protect or warn any individual of potential hazards created by the performance of the work set forth herein. The Contractor shall, at its own expense, take such precautionary measures for the protection of persons, property, and the work as may be necessary.

(m) *Failure of Safety Devices.* The Contractor shall be held responsible for all damage to property, personal injuries and/or death due to failure of safety devices of any type or nature that may be required to protect or warn any individual of potential hazards created by the performance of the work set forth herein; and when any property damage is incurred, the damaged portion shall immediately be replaced or compensated for by the Contractor at its own cost and expense.

(N) INDEMNITY FOR SAFETY FAILURE. THE CONTRACTOR SHALL INDEMNIFY CITY FROM ANY LIABILITY CAUSED BY THE CONTRACTOR'S FAILURE TO COMPLY WITH APPLICABLE FEDERAL, STATE, OR LOCAL REGULATIONS, THAT RELATE TO OR CONCERN THE MAINTENANCE OF A SAFE AND PROTECTED WORKING ENVIRONMENT AND THE SAFE USE AND OPERATION OF MACHINERY AND EQUIPMENT IN THAT WORKING ENVIRONMENT NO MATTER WHERE FAULT OR RESPONSIBILITY LIES. SUCH INDEMNITY SHALL INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS THE SOLE OR CONCURRING CAUSE OF THE INJURY, DEATH, OR DAMAGES.

3. Insurance and Indemnification

(a) *Insurance.* Contractor shall provide for insurance and workers compensation coverage in accordance with the requirements applicable to contractors as provided in the General Conditions, as amended by the Supplementary Conditions. Contractor shall include City as an additional insured.

(B) INDEMNIFICATION. CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS, CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CLAIMS, DAMAGES, LOSSES, AND EXPENSES OF ANY CHARACTER, NAME AND DESCRIPTION, INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE OPERATIONS OF CONTRACTOR, ITS AGENTS, EMPLOYEES OR SUBCONTRACTORS; OR ON ACCOUNT OF ANY NEGLIGENT ACT OR OMISSION OF CONTRACTOR, ITS AGENTS, EMPLOYEES OR SUBCONTRACTORS IN CONSTRUCTION OF THE IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, ANY SUCH CLAIM, DAMAGE, LOSS OR EXPENSE ATTRIBUTABLE TO BODILY OR PERSONAL INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR

DESTRUCTION OF TANGIBLE PROPERTY INCLUDING THE LOSS OF USE RESULTING THEREFROM, AND SHALL PAY ANY JUDGMENT, WITH COSTS, WHICH MAY BE OBTAINED AGAINST THE CITY GROWING OUT OF SUCH INJURY OR DAMAGE. NOTHING HEREIN SHALL WAIVE ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

4. Acceptance and Payment

(a) *Assurance of Payment.* Prior to acceptance of the Improvements by City, Contractor shall furnish a written affidavit, in a form provided by City, stating all bids, charges, accounts or claims for labor performed and material furnished in connection with the construction of the Improvements have been paid in full and that there are no unreleased recorded liens filed against the Improvements, or land to which they are affixed.

(b) *Retainage, Final Payments.* Intentionally Omitted.

(c) *Encumbrances.* Contractor shall promptly pay all workmen and materialmen and shall not allow liens to be placed on the Improvements. Upon completion and approval or acceptance of the Improvements by City, the Improvements shall become the property of City free and clear of all liens, claims, charges or encumbrances of any kind. If, after acceptance of the Improvements, any claim, lien, charge or encumbrance is made, or found to exist, against the Improvements, or land dedicated to the City, to which they are affixed, Contractor shall upon notice by City promptly cause such claim, lien, charge or encumbrance to be satisfied and released or promptly post a bond with City in the amount of such claim, lien, charge or encumbrance, in favor of the City, to insure payment of such claim, lien, charge or encumbrance.

(d) *Payment.* City shall issue payment for non-disputed invoices within thirty (30) days of the date of Contractor's invoice. Notwithstanding, if City fails to pay any non-disputed invoice within thirty (30) days of the invoice date, Contractor may, in its sole discretion, 1) withhold or suspend the services until City has paid any delinquent amounts, or 2) seek termination pursuant to Section 6 of this Agreement. Notwithstanding anything to the contrary herein, all payments will be processed in accordance with Texas Prompt Payment Act, Texas Government Code, Subtitle F, Chapter 2251. Contractor may charge a late fee for payments not made in accordance with this prompt payment policy; however, the policy shall not apply to payments withheld by City in the event: (a) there is a bona fide dispute between City and Contractor concerning the goods, supplies, materials, equipment delivered, or the services performed, that causes the payment to be late; or (b) the payment application is not mailed or invoiced to City in accordance with Agreement. City shall provide Contractor with written notice of a disputed invoice within twenty-one (21) days from the date of receiving the invoice. If City has not furnished such notice, Contractor may consider the invoice accepted and ready for payment.

(e) *Work Rejection.* All work deemed not in conformity with this Agreement as determined by City, in its sole discretion, may be subject to rejection by City. City may reject any work found or determined by it to be defective or not in accordance with this Agreement. City may reject said work or any portion thereof regardless of the stage of its completion or the time or place of discovery of such errors. Further, City may reject said work regardless of whether City has previously accepted the work through oversight or otherwise. Neither observations by City nor inspections, tests, certificates, or approvals made by City shall relieve Contractor from its obligation to perform the work in accordance with the requirements of this Agreement and related documents.

(f) *Remedial Work.* If the work or any part thereof is rejected by City, it shall be deemed by City as not in conformity with the Agreement and related documents. Any remedial action required, as set forth herein, shall be at the Contractor's expense, as follows:

1. Contractor may be required, at City's option, after notice from City, to remedy such work so that it shall be in full compliance with this Agreement. All rejected work or materials shall be immediately replaced in order to conform with this Agreement.
2. If City deems it expedient to correct work damaged or not done in accordance with this Agreement, an equitable deduction from the agreed sum shall be made by City at City's sole discretion.

(g) *Changes to work or price.* No changes shall be made, nor will bills for changes, alterations, modifications, deviations, and extra orders be recognized or paid except upon the written order from authorized personnel of the City.

5. Disputes, Warranties, Remedies and Damages

(a) *Defects Appearing After Acceptance.* Neither the final payment nor any acceptance nor any provision of this Agreement shall relieve Contractor of any responsibility for faulty workmanship or materials. At the option of City, Contractor shall remedy any defects thereto and pay for any damage to other work resulting therefrom, which may appear after final acceptance of the work.

(b) *Warranty.* Upon final acceptance of the work by City, Contractor warrants for a period of one (1) year as follows:

(1) DISCLAIMER. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE SERVICES AND SOFTWARE ARE PROVIDED BY CONTRACTOR ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY

AND FITNESS FOR A PARTICULAR PURPOSE; PROVIDED; HOWEVER, ANY SUCH WARRANTIES RECEIVED BY CONTRACTOR FROM ITS SUPPLIERS SHALL BE PASSED ON TO THE CITY.

(2) Contractor warrants that the services provided by Contractor will be performed in a professional and workmanlike manner with a degree of care, skill and competence that is consistent with the then generally accepted industry standards reasonably expected of similar types of engagements and the deliverables herein this Agreement will substantially conform to the deliverables specified in the applicable Exhibits and Appendices hereto through the term of the Agreement.

(3) Limitations. Contractor's warranty excludes damage or defects resulting from tampering, vandalism, negligence, "Acts-of-God", or other factors beyond Contractor's reasonable control. Unless otherwise expressly provided herein, neither Contractor nor any of its service providers, licensors, employees, or agents warrant that the operation of the services will be uninterrupted or error free. Further, neither Contractor nor its suppliers, licensors, employees or agents will be responsible for (i) lost revenue, including revenue lost from third parties, persons, or entities, such as bills for electricity, lighting, gas, or water consumption; (ii) any In/Out Costs, where "In/Out Costs means any and all costs and expense incurred by the City in transporting goods between its warehouse and its end user's premises and any and all costs and expenses incurred in installing, uninstalling, and removing goods; and (iii) any manual meter reading costs and expenses.

(4) Standard Manufacturer Warranty. Standard manufacturer product warranties shall apply to all product(s) furnished under this Agreement. Contractor and/or their supplier agrees to provide a repaired or replacement meter free of charge, including no charge for freight delivery back to the City for any meter returned within the warranty provisions.

(5) All work not conforming to these requirements, including but not limited to substitutions not properly approved and authorized, may be considered defective.

(6) This warranty is in addition to any rights or warranties expressed or implied by law and consumer protection claims arising from misrepresentations by Contractor.

(c) Contractor to Correct. If within one (1) year after the final acceptance of the work by City or within such longer period as may be prescribed by law or the terms of any applicable special warranty, if any of the work is found or determined by City to be defective, including obvious defects, or otherwise not in accordance with this Agreement, Contractor shall correct it promptly.

(d) *Not Exclusive Remedy.* After receipt of written notice from City to begin corrective work, Contractor shall promptly begin the corrective work. The obligation shall survive the termination of this Agreement. The guarantee shall not constitute the exclusive remedy of the City, nor shall other remedies be limited to either the warranty or guarantee period.

(e) *City may Correct.* If within ten (10) days after City has notified Contractor of a defect, failure, or abnormality in the work, Contractor has not started to make the necessary corrections or adjustments, City is hereby authorized to make the corrections or adjustments, or to order the work done by a third party. The cost of the work shall be paid by Contractor.

(f) *Contractor to Pay Costs.* The cost of all materials, parts, labor, transportation, supervision, special instruments, and supplies required for the replacement or repair of parts and for correction of defects, shall be paid by the Contractor.

(g) The Contractor shall provide the bonds listed below. The Contractor shall execute a payment bond for the construction of the improvements as required by applicable law. The Agreement will not be executed by the City until the City has received executed bonds issued by a Surety Company in strict compliance with all legal requirements.

1. Statutory Payment Bond in the amount of the full Contract amount.

The Contractor shall provide Bond coverage to extend for the one (1) year period of the guarantee to insure its performance under the terms of its obligation.

(h) *Informal Dispute Resolution.* In the event either party has a claim, dispute, or other matter in question for breach of duty, obligations, services rendered or any warranty that arises under this Agreement, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute, or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall commence the resolution process and make a good faith effort, either through email, mail, phone conference, in person meetings, or other reasonable means to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties shall submit the matter to non-binding mediation within Washington County, Texas. The mediator shall be agreed to by the parties. If the parties cannot agree on a mediator, each party shall select a mediator and the mediators selected by the parties shall select a mediator to mediate the dispute. Each party shall be liable for its own expenses, including attorney's fees; however, the parties shall share equally in the costs of the mediation. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute. Notwithstanding the fact that the parties may be attempting to resolve a dispute in accordance with this informal dispute

resolution process, the parties agree to continue without delay all of their respective duties and obligations under this Agreement not affected by the dispute. Either party may, before or during the exercise of the informal dispute resolution process set forth herein, apply to a court having jurisdiction for a temporary restraining order or preliminary injunction where such relief is necessary to protect its interests.

(i) *NOTICES.* All notices permitted or required to be given by either party under this Agreement to the other shall be in writing through each party's authorized representative(s) as follows:

If to Aqua-Metric:

Thirkettle Corporation
DBA Aqua-Metric Sales Company
Attn: Christopher Newville
16914 Alamo Parkway, Building 2
Selma, TX 78154
Email: chris.newville@aqua-metric.com

If to City:

City of Brenham
Attn: City Manager
PO Box 1059
Brenham, Texas 77834
Email: cmiller@cityofbrenham.org

Any such notice shall be deemed to have been properly served if delivered in person or by mail, fax or email to the address of the representative designated above. The date of such notice shall be the date on which it is actually received by the Party to whom it is addressed.

6. Termination

(a) *Termination for Cause.* Without prejudice to any other legal or equitable right or remedy that either party would otherwise possess hereunder or as a matter of law, either party, upon giving the breaching party five (5) days prior written notice, shall be entitled to terminate this Agreement in its entirety at any time for the following:

(1) If either party becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors; or

(2) If a receiver trustee or liquidator of any of the property or income of the Contractor shall be appointed; or

(3) If either party shall fail to prosecute the work or any part thereof with diligence necessary to insure its progress and completion as prescribed by the time schedules; or

(4) If either party shall fail to remedy any default within ten (10) days, or another reasonable amount of time as determined by the parties, after written notice thereof from non-defaulting party; or

(5) If either party commits a default under any of the terms, provisions, conditions, or covenants contained in this Agreement and fails to cure such default within the agreed upon time as determined reasonable by the parties.

(b) *Termination for Convenience.* The performance of the work may be terminated at any time in whole or, from time to time, in part, by the City for its convenience. Any such termination shall be effected by delivery to the Contractor of a written notice (notice of termination) specifying the extent to which performance of the work is terminated, and the date upon which termination becomes effective.

(c) *Payment on Termination For Convenience.* In the event of termination for convenience, the Contractor shall only be paid its reimbursable costs incurred prior to the effective date of the termination notice and shall not be entitled to receive any further fixed fee payments hereunder and shall be further subject to any claim the City may have against the Contractor under other provisions of this Agreement or as a matter of law, including the refund of any overpayment of reimbursable costs and/or fixed fee.

(d) *Right To Complete.* If this Agreement is terminated, the City shall have the right but shall not be obligated to complete the work itself or by others; and to this end, the City shall be entitled to take possession of and use such equipment and materials as may be on the job site, and to exercise all rights, options, and privileges of the Contractor under its subcontracts, purchase orders, or otherwise; and the Contractor shall promptly assign such rights, options, and privileges to City. If the City elects to complete the work itself or by others, pursuant to the foregoing, then the Contractor will reimburse City for reasonable costs incurred by the City (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting work by the Contractor which fails to meet agreement requirements.

(e) *Close Out.* After receipt of a notice of termination, whether for cause or convenience, unless otherwise directed by City, the Contractor shall, in good faith and to the best of its ability, do all things necessary in the light of such notice to assure the efficient and proper closeout of the terminated work (including the protection of City's property). Among other things, the Contractor shall, except as otherwise directed or approved by City, do the following:

- (1) Stop the work on the date and to the extent specified in the notice of termination;
 - (2) Place no further orders or subcontracts for services, equipment, or materials, except as may be necessary for completion of such portion of the work as is not terminated;
 - (3) Terminate all orders and subcontracts to the extent that they relate to the performance of the work terminated by the notice of termination;
 - (4) Assign to City, in the manner and to the extent directed by it, all of the right, title, and interest of the Contractor under the orders or subcontracts so terminated; in which case, City shall have the right to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
 - (5) With the approval of City, settle all outstanding liabilities and all claims arising out of such termination, orders, and subcontracts;
 - (6) Deliver to City, when directed by City, all documents and all property, which if the work had been completed, Contractor would have been required to account for or deliver to City and transfer title to such property to City to the extent not already transferred; and/or
 - (7) In the event of such termination, there shall be an equitable reduction of the fixed fee to reflect the reduction in the work. Costs incurred after the effective date of the notice of termination shall not be treated as reimbursable costs unless they relate to carrying out the non-terminated portion or taking closeout measures approved by the City.
- (f) *Breach of Contract.* Either party shall have the right to declare the other party in breach of this Agreement for cause when either party determines that this Agreement is not being performed according to its understanding of the intent and meaning of this Agreement. Such breach shall not in any way invalidate, abrogate or terminate either party's obligations under this Agreement.
- (g) *Completion of Work.* Wherein the Contractor has abandoned the project, or the City has terminated the contract for cause, then the City at its option may provide for completion of the work in the following manner:
- (1) The City may employ such force of workers and use of instruments, machinery, equipment, tools, materials, and supplies as said the City may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials, and supplies to said the Contractor, and the expense so charged shall be deducted and paid by the City out of such monies as may be due or that may thereafter at any time become due to the Contractor.

- (2) Should the cost to complete the work exceed this Agreement price and the Contractor fails to pay the amount due to the City within the time designated hereinabove, and there remains any machinery, equipment, tools, materials, or supplies on the site of the work, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the Contractor at its respective address designated in this Agreement; provided, however, that actual written notice given in any manner shall satisfy this condition. After mailing, or otherwise giving such notice, such property shall be held at the risk of the Contractor subject only to the duty of City to exercise ordinary care to protect such property. After fifteen (15) days from the date of said notice, City may sell such machinery, equipment, tools, materials, or supplies and apply the net sum derived from such sale to the credit of the Contractor. Such sale may be made at either public or private sale, with or without notice, as City may elect. City shall release any machinery, equipment, tools, materials, or supplies which remain on the job site and belong to persons other than the Contractor to their proper owners.
- (3) In the event the account shows that the cost to complete the work is less than that which would have been the cost to City had the work been completed by the Contractor under the terms of this Agreement, or when the Contractor shall pay the balance shown to be due by them to the City, then all machinery, equipment, tools, materials, or supplies left on the site of the work shall be turned over to the Contractor.

7. General Provisions

(a) *Agreement Controlling.* The provisions of this Agreement shall control over any conflicting provision of any contract between City and Contractor as to the construction of the Improvements.

(b) *Venue.* The parties herein agree that this Agreement shall be enforceable in Washington County, Texas, and if legal action is necessary in connection therewith, exclusive venue shall lie in Washington County, Texas.

(c) *Successor and Assigns.* This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

(d) *Independent Status.* It is mutually understood and agreed by and between City and Contractor that Contractor is an independent contractor and shall not be deemed to be or considered an employee of the City of Brenham, Texas, for the purposes of income tax, withholding, social security taxes, vacation or sick leave benefits, worker's compensation, or any other. City shall not have supervision and control of Contractor or any employee of Contractor.

(e) *Tax Exemption.* This Agreement is entered into by an organization which qualifies for exempt revisions pursuant to the Texas Tax Code, Sections 151.301, 151.307 and 151.309. The Contractor must divide the price for materials that will be incorporated into the capital improvement project and the price for skill and labor into separated contracts. Therefore, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate which shall enable the Contractor to buy the materials to be incorporated into the completed capital project and then resale the aforementioned materials for the City without paying the tax on the materials at the time of purchase.

(f) *Amendment.* No amendments to this Agreement shall be effective and binding until it is reduced to writing and signed by duly authorized representatives of both parties.

(g) *Texas Law.* This Agreement has been made under and shall be governed by the laws of the State of Texas, without regard to any conflicts of law provisions.

(h) *Authority to Enter Contract.* Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective corporations or other legal entity.

(i) *Waiver.* Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of the City party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

(j) *Headings.* The article headings are used in this Agreement for convenience and reference purposes only and are not intended to define, limit, or describe the scope or Intent of any provision of this Agreement and shall have no meaning or effect upon its interpretation.

(k) *Invalidity.* If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

(l) *Written Notice.* Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to any officer of the corporation for whom it is intended or if it is delivered or sent certified mail to the last business address as listed herein. Each party will have the right to change its business address by at least ten (10) days written notice to the other parties in writing of such change.

(m) *Entire Agreement.* It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations hereunder.

IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and day first above written.

CITY OF BRENHAM, TEXAS:

ATTEST:

Atwood C. Kenjura, Mayor
City of Brenham, Texas

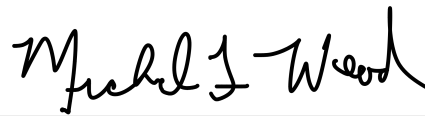
Jeana Bellinger, TRMC, CMC, City Secretary
City of Brenham, Texas

CONTRACTOR:
AQUA METRICS SALES COMPANY

ATTEST:



CONTRACTOR



By: Chris Newville
Manager

By: Mike Wood
Chief of Technology



Aqua-Metric Sales Company
16914 Alamo Parkway, Bldg. 2 | Selma, TX 78154
Phone: (210) 967-6300 | Facsimile: (210) 967-6305

February 21, 2024

Client: City of Brenham
Attention:
Address:
City, State, Zip:
Phone:
Email:

Line No.	Item	Quantity	Unit	Extended
New Basestation				
	M400B2 Basestation	1	\$27,500.00	\$27,500.00
	M400B2 Basestation Magnetic Mount for OMNI Antenna, if Required		\$5,625.00	
	M400B2 Basestation Chain Mount for Antenna, if Required		\$3,125.00	
	Communication Backhaul		\$1,000.00	
	M400B2 Basestation Installation	1	\$26,000.00	\$26,000.00
	M400B2 Basestation Certification	1	\$1,750.00	\$1,750.00
	Annual Aqua-Metric Support - Includes Annual M400 Basestation Extended Warranty ⁸	1	\$11,592.72	\$11,592.72
	12-Month Payment Bond	1	\$824.69	\$824.69

This quote for the product and services named above is subject to the following terms:

Subtotal: \$67,667.41

Total: \$67,667.41

1. All quotes are subject to the Aqua-Metric Terms of Sale.
2. Quote is valid for thirty days.
3. If modifications in materials, labor, or processing are required to meet new regulations, the pricing submitted herein is subject to immediate change.
4. Freight allowed on single Sensus Product orders exceeding \$20,000.00.
5. Net Thirty Days to Pay
6. Returned product may be subject to a 25% restocking fee.
7. Sales Tax and/or Freight charges are not included.
8. Annual 3% price increase for Support Services.
10. Customer to provide electricity to basestations and basestation mounting hardware
11. Customer to provide communication backhaul, static IP address and monthly data (SIM) for backhaul communication - Aqua-Metric suggests Verizon Wireless or AT&T
12. Pricing does not include staging, product storage, or consumer outreach program
13. Pricing does not include bonding
14. Any items beyond quote above subject to price negotiations
15. Basestation installation assumes using Customer's existing backhaul device and antenna mounts. Additional fees as quoted may apply if new equipment is needed.



City Council Regular Meeting **AGENDA ITEM 16**

Agenda Item: Discuss and Possibly Act Upon an Ordinance on Its First Reading to Repeal Ordinance No. O-15-019 Relating to the Non-Exclusive Franchise Granted to General Site Services (GSS) Dumpster Service to Operate a Roll-Off Container Service for Residents, Businesses, and Industries Inside Brenham City Limits

Meeting Date: March 7, 2024

Department: Administration

Staff Contact: Robin Hutchens, Deputy City Secretary

SUMMARY STATEMENT:

General Site Services (GSS) has been delinquent with their Roll-Off Franchise payments since October 2022 and has not provided an updated Certificate of Insurance since 2016. Staff has mailed several notices to General Site Services advising them about both the payments and the insurance violation. After no response, the staff's recommendation is to terminate the Roll-Off Franchise Ordinance No. O-15-019.

ATTACHMENTS:

1. Ordinance for First Reading - General Site Services

RECOMMENDATION:

Approve an Ordinance on its first reading to repeal Ordinance No. O-15-019 relating to the non-exclusive franchise granted to General Site Services (GSS) Dumpster Service to operate a roll-off container service for residents, businesses, and industries inside Brenham City Limits.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS MAKING CERTAIN FINDINGS OF FACT; REPEALING ORDINANCE NO. O-15-019; REVOKING AND CANCELLING THE FRANCHISE GRANTED TO GENERAL SITE SERVICES (GSS) DUMPSTER SERVICE IN SAID ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR A SEVERABILITY, REPEALER AND SAVINGS CLAUSE; AND PROVIDING FOR PROPER NOTICE AND OPEN MEETING.

WHEREAS, the City of Brenham (“City”) entered into a franchise agreement (“Agreement”) with General Site Services Dumpster Service (“GSS”) on May 21, 2015 pursuant to the enactment of Ordinance No. O-15-019; and

WHEREAS, pursuant to Section 15 of the Agreement, City staff determined a hearing should be held before the Brenham City Council (“Council”) regarding the revocation and cancellation of the Agreement; and

WHEREAS, pursuant to Section 15 of the Agreement, GSS was provided written notice of the hearing to be held before the Council; and

WHEREAS, a public hearing was held before the Council on March 7, 2024, at 1:00 p.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas; and

WHEREAS, City staff presented certain evidence that GSS has a deficient payment history in violation of Section 6 of the Agreement and failed to provide a certificate of insurance as required by Section 17 of the Agreement; and

WHEREAS, GSS was given an opportunity to present evidence and to answer all reasons for the termination set forth in the notice provided to GSS; and

WHEREAS, after considering the evidence and testimony of City staff and General Site GSS, the Council hereby finds GSS deficient payment history in violation of Section 6 of the Agreement, and failure to provide a certificate of insurance in violation of Section 17 of the Agreement to be grounds for revocation and cancellation under Section 15 of the Agreement.

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

SECTION 1.

That Ordinance No. O-15-019 is hereby repealed, and the franchise agreement entered into between the City of Brenham, Texas and General Site Services (GSS) Dumpster Service as enacted by Ordinance No. O-15-019 is hereby revoked and cancelled pursuant to Section 15 of the Agreement.

SECTION 2. EFFECTIVE DATE

This Ordinance shall take effect immediately from and after its passage and publication as may be required by governing law.

SECTION 3. SEVERABILITY

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance be severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance, and the remainder of this Ordinance shall be enforced as written.

SECTION 4. REPEALER

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

SECTION 5. SAVINGS CLAUSE

The repeal of any ordinance or part of ordinances effected by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying, or altering any penalty accruing or to accrue, or as affecting any rights of the City under any section or provisions any ordinances at the time of passage of this Ordinance.

SECTION 6. PROPER NOTICE AND MEETING

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

PASSED and APPROVED on its first reading this the ____ day of March 2024.

PASSED and APPROVED on its second reading this the ____ of March 2024.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



City Council Regular Meeting **AGENDA ITEM 17**

Agenda Item: Discuss and Possibly Act Upon an Ordinance on Its First Reading to Grant a Non-Exclusive Franchise to Chunk My Junk, LLC DBA Drop and Go Dumpsters to Operate a Roll-Off Container Service for the Residents, Businesses, and Industries Inside Brenham City Limits

Meeting Date: March 7, 2024

Department: Administration

Staff Contact: Robin Hutchens, Deputy City Secretary

SUMMARY STATEMENT:

Roll-Off dumpster service is the delivery and removal of large (10-40) dumpsters for temporary use on private property. Per Section 11-70 of the Code of Ordinances, providers of roll-off services in the City Limits must obtain a franchise agreement from the City. The City currently has franchise agreements with thirteen (13) businesses for the provision of roll-off dumpster services within the City Limits. Having multiple franchises allows citizens to request multiple quotes and obtain competitive pricing.

The City was recently contacted by Tyler Smith, from Chunk My Junk, LLC DBA Drop and Go Dumpsters with a request for a franchise. Drop and Go Dumpsters is based out of Bryan, TX and has been in business since 2018. The ordinance being presented for your consideration grants Chunk My Junk, LLC DBA Drop and Go Dumpsters a non-exclusive contract and a non-franchise fee of 5% gross revenue will be paid monthly.

ATTACHMENTS:

1. Drop And Go Dumpsters Request for Franchise Letter
2. Ordinance on its First Reading - Drop and Go Dumpsters

RECOMMENDATION:

Approve an Ordinance on its first reading to grant a non-exclusive franchise to Chunk My Junk, LLC DBA Drop and Go Dumpsters to operate a roll-off container service for the residents, businesses, and industries inside Brenham City Limits.



To whom it may concern:

Drop And Go Dumpsters seeks to gain approval and access to Brenham City limits to conduct Roll-off Dumpster services to current customers who are performing projects in Brenham and future customers.

Thank you! - Tyler Smith

ORDINANCE NO. O-_____

AN ORDINANCE GRANTING CHUNK MY JUNK, LLC. DBA DROP AND GO DUMPSTERS, ITS SUCCESSORS AND ASSIGNS, A FRANCHISE FOR THE PRIVILEGE AND USE OF PUBLIC STREETS, ALLEYS, AND PUBLIC WAYS WITHIN THE CORPORATE LIMITS OF THE CITY OF BRENHAM FOR THE PURPOSE OF ENGAGING IN THE BUSINESS OF COLLECTING SOLID WASTE FROM COMMERCIAL, RESIDENTIAL AND INDUSTRIAL SITES USING ROLL-OFF CONTAINERS AND/OR COMMERCIAL COMPACTORS; PRESCRIBING THE TERMS, CONDITIONS, OBLIGATIONS, AND LIMITATIONS UNDER WHICH SAID FRANCHISE SHALL BE EXERCISED; PROVIDING FOR THE CONSIDERATION; FOR PERIOD OF GRANT; FOR ASSIGNMENT; FOR METHOD OF ACCEPTANCE; FOR REPEAL OF CONFLICTING ORDINANCES AND FOR PARTIAL INVALIDITY.

WHEREAS, the City of Brenham, by ordinance, provides exclusively all solid waste collection and disposal services for solid waste generated from within the corporate limits of the City of Brenham; and

WHEREAS, the City of Brenham may, by ordinance and charter, grant franchises to other entities for the use of public streets, alleys and thoroughfares within the corporate limits of CITY and for the collection and disposal of solid waste generated from within the corporate limits of the City of Brenham; and

WHEREAS, the City of Brenham desires to exercise the authority provided to it by ordinance and charter to grant a franchise for the collection and disposal of certain solid waste generated from within the corporate limits of the City of Brenham; and

WHEREAS, the City of Brenham hereinafter referred to as “CITY” desires to grant this franchise to Chunk My Junk, LLC. DBA Drop and Go Dumpsters, under the terms of this Agreement as set out below.

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

SECTION 1. **DEFINITIONS**

Agreement. This contract between the City of Brenham and for the provision of certain roll-off container and/or commercial compactor service within the corporate limits of the City of Brenham under certain terms and conditions set out herein.

City of Brenham. Also referred to as "CITY" in this Agreement.

City Council. Also referred to as "COUNCIL" denoting the governing body of the City of Brenham.

Customers. Those industrial, residential, and/or commercial premises located within the CITY that generates solid waste requiring collection using roll-off containers and/or commercial compactors.

Solid Waste. All putrescible and non-putrescible solid, semi-solid, and liquid wastes, including residential, industrial, commercial and municipal garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, discarded home and industrial appliances, vegetable or animal solid and semi-solid wastes, and other discarded solid and semi-solid wastes.

Roll-Off Containers. A type of solid waste industry container that is loaded by a winch truck. Also referred to as "container".

Commercial Compactor. A type of solid waste industry container that is loaded by a winch truck and compacts solid waste. Also referred to as "compactor".

Chunk My Junk, LLC. DBA Drop and Go Dumpsters. Herein-after referred to as "Drop and Go Dumpsters". The party contracting with the CITY for roll-off container and/or commercial compactor service, which contains demolition/construction debris or solid waste.

SECTION 2. **GENERAL DESCRIPTION OF SERVICES TO BE PROVIDED**

For and in consideration of the compliance by Drop and Go Dumpsters with the covenants and conditions herein set forth, and the Charter, Ordinances and Regulations of the City governing the collection and disposal of solid waste, CITY hereby grants to Drop and Go Dumpsters a non-exclusive franchise for use of designated public streets, alleys and thoroughfares within the corporate limits of City for the sole purpose of engaging in the business of collecting solid waste using roll-off containers and/or commercial compactors from commercial, residential and industrial sites within the jurisdictional limits of CITY, as approved by the City Manager or his designee.

SECTION 3.
AUTHORITY FOR TO PROVIDE SERVICE

CITY hereby grants to Drop and Go Dumpsters the privilege to collect from commercial, residential, and industrial customers within the City limits solid waste using roll-off containers and/or commercial compactors only.

SECTION 4.
DISPOSAL SITE TO BE USED

Unless approved otherwise in writing by the CITY, Drop and Go Dumpsters shall utilize any Type I permitted landfill that Drop and Go Dumpsters deems appropriate and is authorized for disposal of all solid waste, which is collected by Drop and Go Dumpsters from within the corporate limits of the CITY.

SECTION 5.
RATES TO BE CHARGED

A written Schedule of Rates that Drop and Go Dumpsters shall charge for the aforementioned services shall be provided to each customer, and such Schedule of Rates may be revised periodically as agreed by Drop and Go Dumpsters and its customers. Drop and Go Dumpsters shall immediately provide the CITY with copies of any and all revised Schedule of Rates documents.

SECTION 6.
PAYMENTS TO CITY

For and in consideration of the use of designated streets, alleys, and thoroughfares as well as in consideration of the covenants and agreements contained herein, Drop and Go Dumpsters agrees and shall pay to CITY upon acceptance of this Agreement and thereafter during the term hereof, a sum equivalent to five percent (5%) of Drop and Go Dumpsters monthly gross revenues generated from Drop and Go Dumpsters provision of solid waste roll-off container collection services within the CITY excluding actual landfill tipping charges.

Any revenue received by Drop and Go Dumpsters in excess of the actual landfill tipping charges will be subject to the franchise fee and shall be computed into Drop and Go Dumpsters monthly gross revenue. Said payment shall be paid monthly to the City of Brenham Attn: City Secretary and must be received by the CITY no later than the twenty-fifth (25th) day of the month following the end of the previous month. If the payment due date falls on a Saturday, Sunday or other holiday designated by the CITY, the payment must be received by the CITY on the next regular business day.

Payments received by the CITY after the due date shall be assessed as a ten percent

(10%) penalty on the outstanding franchise fee amount owed under this Section.

Failure by Drop and Go Dumpsters to pay amounts due under this Agreement, after written notice by CITY, shall constitute Failure to Perform under this Agreement and CITY may invoke the provisions of Section 15 of this Agreement (FAILURE TO PERFORM), and/or any other remedy available to the CITY in law or equity.

SECTION 7.

ACCESS TO RECORDS & REPORTING

CITY shall have access to Drop and Go Dumpsters records, billing records of those customers served by Drop and Go Dumpsters and all papers relating to this Agreement and the operation of solid waste roll-off container collection and disposal services within the CITY. Access by CITY to Drop and Go Dumpsters records shall be provided to CITY within ten (10) business days, after written notice to Drop and Go Dumpsters during normal business hours.

The following records and reports shall be filed quarterly with the City Secretary or his/her designee:

- A. Reports of all complaints, investigations, and actions taken by Drop and Go Dumpsters with regard to services provided pursuant to this Agreement.
- B. A listing of all Drop and Go Dumpsters accounts served, and monthly revenue derived from roll-off containers placed in the CITY under the terms of this Agreement. The reports should include: a unique customer identification or account number, frequency of pick-up, size of container and monthly charges.

The CITY is subject to the Texas Public Information Act ("Act"). Generally, the Act requires the release of requested information by the CITY, but there are exceptions. If the requested information meets the criteria outlined in the exceptions, the CITY may decline to release the information for the purpose of requesting a decision from the Texas Attorney General's Office. The Act excepts from public disclosure trade secrets and certain commercial or financial information. The Act states the CITY may withhold:

- A. A trade secret obtained from a person and privileged or confidential by statute or judicial decision; or
- B. Commercial or financial information for which it is determined based on specific factual evidence that disclosure would cause substantial competitive harm to the person from whom the information was obtained.

Pursuant to Section 552.305 of the Act, the CITY is obligated to make a good faith attempt to contact third parties who have a trade secret interest or a commercial financial interest in the information that's been requested so that the third party has an opportunity to submit reasons to the Texas Attorney General's Office why the information should be withheld or released.

The CITY will comply with Section 552.305 of the Act with regard to any requests for records concerning Drop and Go Dumpsters that invoke Section 552.305.

SECTION 8. **PLACEMENT OF CONTAINERS**

All roll-off containers and/or compactors placed for service within CITY shall be located in such a manner so as not to be a safety or traffic hazard. Under no circumstances shall Drop and Go Dumpsters place containers on public streets, alleys and/or thorough fares without the prior written approval of the CITY. CITY reserves the right to specify to Drop and Go Dumpsters the exact location and time period allowed for placement of any roll-off container(s) it places for service in CITY.

Drop and Go Dumpsters agrees and acknowledges that it shall be liable for any and all damages it causes to any public street, alley and/or thorough fare, and associated improvements and Drop and Go Dumpsters will pay CITY's entire construction costs and other expenses associated with repairing and/or replacing the damaged public street, alley and/or through fare, and associated improvements.

SECTION 9. **CONTAINER MAINTENANCE**

Drop and Go Dumpsters agrees to properly maintain as necessary, including but not limited to cleaning and painting, all roll-off containers placed for service within CITY.

SECTION 10.
COMPLAINTS REGARDING SERVICE/SPILLAGE

Drop and Go Dumpsters shall receive and directly respond to any complaints pertaining to service from their roll-off containers and/or compactor customers located within CITY. However, any such complaints received by CITY shall be forwarded to Drop and Go Dumpsters within twenty-four (24) hours of their receipt by CITY. Drop and Go Dumpsters shall respond to all complaints within twenty-four (24) hours of receiving notice of such complaint from CITY and shall report to CITY as to the action taken. Failure by Drop and Go Dumpsters to respond and report to CITY on action taken within this twenty four (24) hour period may subject Drop and Go Dumpsters to a \$25.00 per incident charge from CITY payable with the next payment due to CITY under Section 6 of this Agreement.

Drop and Go Dumpsters agrees that during transport all vehicles used by Drop and Go Dumpsters in the removal of solid waste shall be properly covered to prevent spillage, blowing, or scattering of refuse onto public streets or properties adjacent thereto. All equipment necessary for the performance of this Agreement shall be in good condition and repair. A standby vehicle shall always be available. Drop and Go Dumpsters vehicles shall at all times be clearly marked with Drop and Go Dumpsters name in letters not less than three (3) inches in height.

SECTION 11.
OBEISANCE OF LAWS

Drop and Go Dumpsters agrees that it shall comply with all laws, policies, rules and regulations of the United States, State of Texas, and CITY. All collections made hereunder shall be made by Drop and Go Dumpsters without unnecessary noise, disturbance, or commotion.

SECTION 12.
UNDERSTANDINGS PERTAINING TO NON-EXCLUSIVITY

It is understood by and between the parties that this Agreement executed by and between the parties on the ____ day of _____, 2024, constitutes the only agreement between the parties. It is further understood and agreed that there are no other agreements between these parties with regard to the disposal of commercial, industrial or residential solid waste in the CITY using roll-off containers/compactors and that this Agreement does not authorize Drop and Go Dumpsters to utilize the streets, alleys or public ways to dispose of commercial, industrial, or residential solid waste other than demolition and construction debris. Both parties agree and understand that nothing in this Agreement conveys to Drop and Go Dumpsters an exclusive franchise for the services described in this Agreement and that this Agreement is non-exclusive.

SECTION 13.
OWNERSHIP OF MATERIALS COLLECTED

Nothing herein shall create or be construed to convey any title to CITY of any solid waste collected pursuant to the provisions of this agreement.

SECTION 14. **INTERRUPTION OF SERVICE OR DEFAULT**

A. Termination of Service. In the event that Drop and Go Dumpsters terminates service to any customer with the CITY limits for cause, Drop and Go Dumpsters must notify the CITY through certified mail within forty-eight (48) hours of termination and state the cause of such termination.

B. Excessive Interruption in Service. If the interruption in service continues for a period of seventy-two (72) hours or more, then it may constitute Failure to Perform under this Agreement and CITY may invoke the provisions of Section 15 of this Agreement (FAILURE TO PERFORM).

SECTION 15. **FAILURE TO PERFORM**

It is expressly understood and agreed by the parties that if at any time Drop and Go Dumpsters shall fail to perform any of the terms, covenants, or conditions herein set forth, CITY may after a hearing as described herein, revoke and cancel the Agreement by and between the parties and said Agreement shall be null and void. Upon the determination by the staff of CITY that a hearing should be held before the City Council, CITY shall mail notice of the hearing to Drop and Go Dumpsters, at the address designated herein or at such address as may be designated from time to time, by registered or certified mail. The notice shall specify the time and place of the hearing and shall include the allegations being asserted for the revocation of this Agreement. The hearing shall be conducted in public before the City Council and Drop and Go Dumpsters shall be allowed to present evidence and given an opportunity to answer all reasons for the termination set forth in the notice. In the event that the Council determines that the allegations set forth are true as set forth in the notice it may by majority vote cancel this Agreement between the parties at no penalty to the CITY.

SECTION 16. **INDEMNIFICATION**

In the event CITY is damaged due to the act, omission, mistake, fault or default of Drop and Go Dumpsters, then Drop and Go Dumpsters shall indemnify and hold CITY harmless for such damage.

Drop and Go Dumpsters is to indemnify and hold CITY harmless for any disposal of any prohibited material whether intentional or inadvertent.

Drop and Go Dumpsters shall indemnify and hold CITY harmless from any and all injuries to or claims of adjacent property owners caused by Drop and Go Dumpsters, its agents, employees, and representatives.

Drop and Go Dumpsters agrees to and shall indemnify and hold harmless CITY, its officers, agents and employees, from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, arising out of or in connection with the work done by Drop and Go Dumpsters under this Agreement, regardless of whether such injuries, death or damages are caused in whole or in part by the negligence, including but not limited to the contractual comparative negligence, concurrent negligence or gross negligence, of CITY.

SECTION 17. **INSURANCE**

Drop and Go Dumpsters shall procure and maintain at its sole cost and expense for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Drop and Go Dumpsters, its agents, representatives, volunteers, employees or subcontractors.

Drop and Go Dumpsters 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 Drop and Go Dumpsters insurance and shall not contribute to it.

Drop and Go Dumpsters shall include all subcontractors as additional insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

Certificates of Insurance and endorsements shall be furnished to CITY and approved by CITY before work commences.

A. STANDARD INSURANCE POLICIES REQUIRED

1. Commercial General Liability Policy
2. Automobile Liability Policy
3. Worker's Compensation Policy

B. GENERAL REQUIREMENTS APPLICABLE TO ALL POLICIES

1. General Liability and Automobile Liability insurance shall be written by a carrier with a better rating in accordance with the current Best Key Rating Guide.
2. Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.
3. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
4. Claims Made Policies will not be accepted.
5. The CITY, its officials, employees and volunteers are to be added as "Additional Insured" to the General Liability and the Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officials, employees or volunteers.
6. A Waiver of Subrogation in favor of the CITY with respect to the General Liability, Automobile Liability, and Workers' Compensation insurance must be included.
7. 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.
8. Upon request, certified copies of all insurance policies shall be furnished to the CITY.

C. COMMERCIAL GENERAL LIABILITY

1. Minimum Combined Single Limit of \$1,000,000 per occurrence for Bodily Injury and Property Damage.
2. No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

D. AUTOMOBILE LIABILITY

1. Minimum Combined Single Limit of \$1,000,000 per occurrence for Bodily Injury and Property Damage.

E. WORKERS' COMPENSATION

1. Employer's Liability limits of \$500,000/\$500,000/ \$500,000 are required.

F. CERTIFICATES OF INSURANCE

1. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:
 - a. The company is licensed and admitted to do business in the State of Texas.
 - b. The insurance set forth by the insurance company are underwritten on forms which have been approved by the Texas Department of Insurance or ISO.
 - c. Sets forth all endorsements as required above and insurance coverage's as previously set forth herein.
 - d. Shall specifically set forth the notice of cancellation, termination, or change in coverage provisions to the CITY.
 - e. Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

SECTION 18. **ASSIGNMENT**

This Agreement and the rights and obligations contained herein may not be assigned by Drop and Go Dumpsters without the specific prior written approval of the City Council. Any assignment by Drop and Go Dumpsters without prior written approval of the City Council shall be null and void.

SECTION 19. **SAFETY**

Drop and Go Dumpsters shall perform the collection in accordance with applicable laws, codes, ordinances and regulations of the United States, State of Texas, Washington County, and CITY and in compliance with OSHA and other laws as they apply to its employees. It is the intent of the parties that the safety precautions are a part of the collection techniques for which Drop and Go Dumpsters is solely responsible. In the carrying on of the work herein provided for, Drop and Go Dumpsters shall use all proper skill and care, and Drop and Go Dumpsters shall exercise all due and proper precautions to prevent injury to any property, person or persons. Drop and Go Dumpsters assumes responsibility and liability and hereby agrees to indemnify the CITY from any liability caused by Drop and Go Dumpsters failure to comply with applicable federal, state or local laws and regulations, touching upon the maintenance of a safe and protected working environment, and the safe use and operation of machinery and equipment in that working environment.

SECTION 20.
AD VALOREM TAXES

Drop and Go Dumpsters agrees to render all personal property utilized in its solid waste operation services to Washington County Appraisal District so that said personal property will be the subject of ad valorem taxation for the benefit of CITY.

SECTION 21.
NOTICES

All notices required under the terms of this Agreement to be given by either party to the other shall be in writing, and unless otherwise specified in writing by the respective parties, shall be sent to the parties at the addresses following:

City of Brenham
P.O. Box 1059
Brenham, Texas 77834
ATTN: City Secretary

Drop and Go Dumpsters
6517 FM 974
Bryan, TX 77808
ATTN: Tyler Smith

All notices shall be deemed to have been properly served only if sent by certified mail, to the person(s) at the address designated as above provided, or to any other person at the address which either party may hereinafter designate by written notice to the other party.

SECTION 22.
AMENDMENTS

It is hereby understood and agreed by the parties to this Agreement that no alternation or variation to the terms of this Agreement shall be made unless made in writing, approved by both parties, and attached to this Agreement to become a part hereof.

SECTION 23.
SEVERABILITY

If any section, sentence, clause, or paragraph of this Agreement is for any reason held to be invalid or illegal, such invalidity shall not affect the remaining portions of the Agreement.

SECTION 24.
TERM OF AGREEMENT

The term of this Agreement shall be effective beginning on the ____ day of _____, 2024, being the date of acceptance by Drop and Go Dumpsters and shall terminate on September 30, 2024.

Thereafter, this Agreement shall automatically renew annually for a subsequent one (1) year terms beginning on October 1 and terminating on the following September 30 unless either party gives written notice of non-renewal by certified mail no later than sixty (60) days prior to the then current termination date. Further, either party may terminate this Agreement without cause at any time by providing the other party with sixty (60) days written notice of termination by certified mail. This section is not intended, nor shall this section be construed, to limit or prohibit a party's ability to terminate this Agreement as otherwise provided in this Agreement.

SECTION 25.
ACCEPTANCE OF AGREEMENT

That Drop and Go Dumpsters shall have sixty (60) days from and after the final passage and approval of this Ordinance to file its written acceptance thereof with the City Secretary, and upon such acceptance being filed, this Ordinance shall take effect and be in force from and after the date of its acceptance, and shall effectuate and make binding the agreement provided by the terms hereof.

SECTION 26.
AUTHORIZATION TO EXECUTE

The parties signing this Agreement shall provide adequate proof of their authority to execute this Agreement. This Agreement shall inure to the benefit and is binding upon the parties hereto and their respective successors or assigns but shall not be assignable by either party without the written consent of the other party.

SECTION 27.
PUBLIC MEETING

It is hereby found and determined that the meeting(s) at which this Ordinance was considered were open to the public, as required by Chapter 551, Texas Government Code, and that advance public notice of time, place, and purpose of said meetings was given in accordance with law.

PASSED and APPROVED on its first reading this ____ day of _____, 2024.

PASSED and APPROVED on its second reading this ____ day of _____, 2024.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



City Council Regular Meeting
AGENDA ITEM 19

Agenda Item: Section 551.071, Texas Government Code - Consultation with Attorney - Consultation with City Attorney Regarding Commonwealth Development, Inc. v. City of Brenham, Texas; Fair Housing Case No. 06-22-3294-8

Meeting Date: March 7, 2024

Department: Administration

Staff Contact: Carolyn Miller, City Manager

SUMMARY STATEMENT:

To be discussed in Executive Session.

ATTACHMENTS:

None

RECOMMENDATION:

No action will be taken.



City Council Regular Meeting
AGENDA ITEM 20

Agenda Item: **Section 551.071 Texas Government Code - Consultation with Attorney - Consultation with City Attorney Regarding Legal Issues Concerning the City of Brenham Waste Water Treatment Plant, the Federal Emergency Management Agency, and Associated Matters**

Meeting Date: March 7, 2024

Department: Administration

Staff Contact: Carolyn Miller, City Manager

SUMMARY STATEMENT:

To be discussed in Executive Session.

ATTACHMENTS:

None

RECOMMENDATION:

No action - Executive Session discussion only.