



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, APRIL 18, 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 - City Manager Carolyn Miller**
- 3. Special Recognitions**
 - ◆ **Stephen Draehn - Volunteer Firefighter**
 - ◆ **Jason Lange - Volunteer Firefighter**
- 4. Citizen Comments**

CONSENT AGENDA

5. Statutory Consent Agenda

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

- 5.a. Approve the Minutes from the April 4, 2024 Regular City Council Meeting**
- 5.b. Approve Ordinance No. O-24-010 on Its Second Reading to Grant a Non-Exclusive Franchise to Waste Falcon, LLC to Operate a Roll-Off Container Service for the Residents, Businesses, and Industries Inside Brenham City Limits**
- 5.c. Approve Ordinance No. O-24-011 on Its Second Reading Amending Chapter 26, Utilities, of the Code of Ordinances Establishing Rules and Regulations Regarding Sanitation and Pollution Control of the Areas in Proximity to the City of Brenham's Public Water Supply Wells**

- 5.d. Approve Ordinance No. O-24-012 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 an Accessory Dwelling Unit (ADU) in an R-1 Single-Family Residential Use Zoning District on Property Addressed as 503 Walnut Hill Drive, and Described as Walnut Hill, Block 1, Lot 2, in Brenham, Washington County, Texas (Case Number P-24-004)**
- 5.e. Approve Change Order No. 2 for Project No. 2021-06-A to Dudley Construction, LLC in the Amount of -\$3,504.25 for the 2022 Sanitary Sewer Improvements-Stone Hollow Lift Station Replacement and Authorize the Mayor to Execute Any Necessary Documentation**
- 5.f. Approve Change Order No. 1 and Final Payment for Project No. 2023-01 to Texas KB Utilities LLC in the Amount of \$11,242.59 for the Drainage Improvements on Progress Drive and Valley Drive and Authorize the Mayor to Execute Any Necessary Documentation**
- 5.g. Approve the Acceptance of a Grant Through the Community Development Partnership Program (CDPP) Grant Offered by the Lower Colorado River Authority (LCRA) in the Amount of \$25,000.00 for Two (2) Electronic Message Board Signs for Various City Departments and Authorize the Mayor to Execute Any Necessary Documentation**

WORK SESSION

- 6. Discussion and Presentation of the City of Brenham Police Department's 2023 Racial Profiling Report**
- 7. Discussion and Presentation on the City of Brenham Charter Article I, Incorporation; Form of Government; Boundaries, and Article II, Powers**

EXECUTIVE SESSION

- 8. Section 551.072 - Texas Government Code - Deliberation Regarding Real Property - Deliberation Related to the Sale of Approximately 0.0143 Acres to TXDOT for the US Highway 290 Cloverleaf Project (RCSJ No. 0114-09-096) in Brenham, Washington County, Texas**

REGULAR SESSION

- 9. Discuss and Possibly Act Upon the Sale of Approximately 0.0143 Acres of Land to TXDOT for the US Highway 290 Cloverleaf Project in Brenham, Washington County, Texas and Authorize the Mayor to Execute Any Necessary Documentation**
- 10. 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.

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, April 15, 2024 at 11:30 a.m.

Jeana Bellinger, TRMC, CMC
City Secretary

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

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the _____ day of _____, 2024 at _____ a.m./p.m.

Signature

Title

Brenham City Council Minutes

A Regular Meeting of the Brenham City Council was held on Thursday, April 4, 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 Finance Stacy Hardy, Director of HR and Risk Management Susan Nienstedt, Interim Fire Chief Ray Cooper, Interim Police Chief Lloyd Powell, Economic & Community Development Director Teresa Rosales, Robin Hutchens, Kyle Branham, Shawn Bolenbarr, Shauna Laauwe, Curtiss Schoen, Steven Eilert, Seth Klehm, Alex Saenz, Tiffany Anderson, Conner Caskey, Christi Korth, Marisol Urbina, Daniel McCracken, and Kevin Boggus.

Citizens/Others Present:

Randy Wells, Dalia Vela, and Heath Winkelmann.

Media Present:

Sarah Forsythe with The Banner Press, and Josh Blashcke with KWHI.

1. Call Meeting to Order

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

LaRoche

5. Proclamations

- ◆ **Cleo Jones Daniels Day**
- ◆ **Fair Housing Month**

3. Special Recognitions

- ◆ **Officer of the Year 2023 - Tiffany Anderson**
- ◆ **Brenham Police Department Promotion - Conner Caskey, Corporal**

4. Service Recognitions

- ◆ **Daniel McCracken - Public Utilities - 25 Years**

6. Citizen Comments

No citizen comments were heard.

CONSENT AGENDA

7. Statutory Consent Agenda

- 7.a. Approve the Minutes from the March 21, 2024 Regular City Council Meeting**
- 7.b. Approve Ordinance No. O-24-009 on Its Second Reading to Grant a Non-Exclusive Franchise to Waste Solutions USA, LLC to Operate a Roll-Off Container Service for the Residents, Businesses, and Industries Inside Brenham City Limits**
- 7.c. Approve an Ordinance on Its First Reading to Grant a Non-Exclusive Franchise to Waste Falcon, LLC to Operate a Roll-Off Container Service for the Residents, Businesses, and Industries Inside Brenham City Limits**
- 7.e. Approve the Appointment of the Following Members to the City of Brenham's Animal Services Advisory Board:**
 - 1. Kristine Rockey, Jeana Bellinger, Megan Gray and Carol Doersom - Terms to Expire on December 31, 2026**
 - 2. Sharon Guelker, Erin Christian and Lori Sladek - Terms to Expire**

on December 31, 2025

and Authorize the Mayor to Execute Any Necessary Documentation

Mayor Kenjura requested that Item 7.d. be moved from the Consent Agenda to the Regular Agenda after Executive Session.

A motion was made by Councilmember Canales and seconded by Councilmember Cook to approve Consent Agenda Items 7.a. through 7.c. and 7.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 Cook, Councilmember LaRoche, Councilmember Saunders, Councilmember Wright

No: None

Absent: None

PUBLIC HEARING AND ASSOCIATED ACTION ITEM

8. Public Hearing, Discussion and Possible Action on an Ordinance on Its First Reading Amending Appendix A - Zoning of the Code of Ordinances of the City of Brenham Granting a Specific Use Permit to Allow an Accessory Dwelling Unit (ADU) in an R-1 Single-Family Residential Use Zoning District on Property Addressed as 503 Walnut Hill Drive, and Described as Walnut Hill, Block 1, Lot 2, in Brenham, Washington County, Texas (Case Number P-24-004)

City Planner Shauna Laauwe presented this item. Laauwe advised that John Marek, the applicant and prospective builder, and the property owners, Lauren Marek and Carra Sykes, are requesting approval of a Specific Use Permit to construct a new 31'x20' 1-story (660 sq.ft.), detached accessory dwelling unit (ADU). Laauwe advised that the proposed detached ADU is intended to be utilized for a work studio and guest accommodations. Laauwe advised that in addition to meeting the building codes and the requirements for structures and uses within the R-1 District, Section 10.02(4) of the Zoning Regulations that the subject property is a large lot at 13,500 square feet (0.3099-acres) with adequate parking and the provided ADU elevations match the character of the principal 1950s-era ranch home and the neighborhood.

Laauwe advised that on Monday, March 25, 2024, after conducting a Public Hearing, the Planning and Zoning Commission voted unanimously to recommend approval of the SUP request as presented in the Staff Report.

A motion was made by Councilmember Saunders and seconded by Councilmember Wright to approve an Ordinance on Its first reading amending Appendix A - Zoning of the Code of Ordinances of the City of Brenham granting a specific use permit to allow an Accessory Dwelling Unit (ADU) in an R-1 Single-Family Residential Use Zoning District on property addressed as 503 Walnut Hill Drive, and described as Walnut Hill, Block 1, Lot 2, in Brenham, Washington County, Texas (Case Number P-24-004).

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

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

No: None

Absent: None

REGULAR SESSION

9. Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending Chapter 26, Utilities, of the Code of Ordinances Establishing Rules and Regulations Regarding Sanitation and Pollution Control of the Areas in Proximity to the City of Brenham's Public Water Supply Wells

Public Utility Project Manager Shawn Bolenbarr presented this item. Bolenbarr advised that this Ordinance sets forth uniform requirements for the users and the construction of facilities in or on land within one hundred fifty-five feet (155') of City of Brenham owned water wells, and to secure all such land from pollution hazards, and comply with all applicable state and local regulations.

Bolenbarr advised that this is a requirement by the TCEQ for construction of a public water source. Bolenbarr stated that by passing this ordinance it will put the City in compliance with Title 30, Part 1, Subchapter D, Rule 290.41 of the Texas Administrative Code. Bolenbarr advised that this Ordinance is to prevent certain uses or the construction of facilities in/on land surrounding the water wells that may create danger of pollution to the water produced from the water wells.

A motion was made by Mayor Pro Tem Kolby and seconded by Councilmember Canales to approve an ordinance on its first reading amending Chapter 26, Utilities, of the Code of Ordinances of the City of Brenham establishing rules and regulations regarding sanitation and pollution control of the areas in proximity to the City of Brenham's public water supply wells.

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. Administrative/Elected Officials Report

Main Street Manager Leigh Linden presented the following:

- April 11th - Main Streets 25th Anniversary Celebration at the Barnhill Center starting at 5:00 p.m.

Council adjourned into Executive Session at 1:41 p.m.

EXECUTIVE SESSION

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

Re-Open Regular Session at 2:43 pm.

7.d. Approve the Appointment of Scott Robertson as the Airport Liaison for the Brenham Municipal Airport for a Two-Year Term Expiring December 31, 2025 and Authorize the Mayor to Execute Any Necessary Documentation

No action was taken on this item.

ADJOURN

Atwood C. Kenjura
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

DRAFT

ORDINANCE NO. O-24-010

AN ORDINANCE GRANTING WASTE FALCON, LLC., 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 WASTE FALCON, LLC., 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 generate solid waste requiring collection using roll-off containers and/or commercial compactors.

Solid Waste. All putrescible and nonputrescible 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".

Waste Falcon, LLC., Herein-after referred to as "FRANCHISEE". 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 FRANCHISEE 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 FRANCHISEE 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 FRANCHISEE 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, FRANCHISEE shall utilize any Type I permitted landfill that FRANCHISEE deems appropriate and is authorized for disposal of all solid waste, which is collected by FRANCHISEE from within the corporate limits of the CITY.

SECTION 5.
RATES TO BE CHARGED

A written Schedule of Rates that FRANCHISEE shall charge for the aforementioned services shall be provided to each customer, and such Schedule of Rates may be revised periodically as agreed by FRANCHISEE and its customers. FRANCHISEE 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, FRANCHISEE 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 FRANCHISEE'S monthly gross revenues generated from FRANCHISEE'S provision of solid waste roll-off container collection services within the CITY excluding actual landfill tipping charges.

Any revenue received by FRANCHISEE in excess of the actual landfill tipping charges will be subject to the franchise fee and shall be computed into FRANCHISEE'S 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 a ten percent (10%) penalty on the outstanding franchise fee amount owed under this Section.

Failure by FRANCHISEE 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 FRANCHISEE'S records, billing records of those customers served by FRANCHISEE 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 FRANCHISEE'S records shall be provided to CITY within ten (10) business days, after written notice to FRANCHISEE 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 FRANCHISEE with regard to services provided pursuant to this Agreement.
- B. A listing of all FRANCHISEE 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 FRANCHISEE 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 FRANCHISEE place containers on public streets, alleys and/or thoroughfares without the prior written approval of the CITY. CITY reserves the right to specify to FRANCHISEE the exact location and time period allowed for placement of any roll-off container(s) it places for service in CITY.

FRANCHISEE agrees and acknowledges that it shall be liable for any and all damages it causes to any public street, alley and/or thoroughfare, and associated improvements and FRANCHISEE will pay CITY's entire construction costs and other expenses associated with repairing and/or replacing the damaged public street, alley and/or thoroughfare, and associated improvements.

SECTION 9. **CONTAINER MAINTENANCE**

FRANCHISEE 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**

FRANCHISEE 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 FRANCHISEE within twenty-four (24) hours of their receipt by CITY. FRANCHISEE 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 FRANCHISEE to respond and report to CITY on action taken within this twenty-four (24) hour period may subject FRANCHISEE to a \$25.00 per incident charge from CITY payable with the next payment due to CITY under Section 6 of this Agreement.

FRANCHISEE agrees that during transport all vehicles used by FRANCHISEE 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. FRANCHISEE'S vehicles shall at all times be clearly marked with FRANCHISEE'S name in letters not less than three (3) inches in height.

SECTION 11.
OBEISANCE OF LAWS

FRANCHISEE 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 FRANCHISEE 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 18th day of April, 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 FRANCHISEE 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 FRANCHISEE 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 FRANCHISEE terminates service to any customer with the CITY limits for cause, FRANCHISEE 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 FRANCHISEE 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 FRANCHISEE, 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 FRANCHISEE 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 FRANCHISEE, then FRANCHISEE shall indemnify and hold CITY harmless for such damage.

FRANCHISEE is to indemnify and hold CITY harmless for any disposal of any prohibited material whether intentional or inadvertent.

FRANCHISEE shall indemnify and hold CITY harmless from any and all injuries to or claims of adjacent property owners caused by FRANCHISEE, its agents, employees, and representatives.

FRANCHISEE 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 FRANCHISEE 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**

FRANCHISEE 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 FRANCHISEE, its agents, representatives, volunteers, employees or subcontractors.

FRANCHISEE'S insurance coverage shall be primary insurance with respect to the CITY, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, employees, or volunteers shall be considered in excess of the FRANCHISEE'S insurance and shall not contribute to it.

FRANCHISEE shall include all subcontractors as additional insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage 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 FRANCHISEE without the specific prior written approval of the City Council. Any assignment by FRANCHISEE without prior written approval of the City Council shall be null and void.

SECTION 19.
SAFETY

FRANCHISEE 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 FRANCHISEE is solely responsible. In the carrying on of the work herein provided for, FRANCHISEE shall use all proper skill and care, and FRANCHISEE shall exercise all due and proper precautions to prevent injury to any property, person, or persons. FRANCHISEE assumes responsibility and liability and hereby agrees to indemnify the CITY from any liability caused by FRANCHISEE'S 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

FRANCHISEE 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

Waste Falcon, LLC.
13121 Louetta Rd, Suite 2016
Cypress, TX 77429
ATTN: Chris Conger

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 18th day of April, 2024, being the date of acceptance by FRANCHISEE and shall terminate on April 18, 2025.

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 FRANCHISEE 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 4th day of April 2024.

PASSED and APPROVED on its second reading this 18th day of April 2024.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

ORDINANCE NO. O-24-011

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS AMENDING CHAPTER 26, UTILITIES, ARTICLE IV, WATER, OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS TO ESTABLISH RULES AND REGULATIONS REGARDING SANITATION AND POLLUTION CONTROL OF THE AREAS IN PROXIMITY TO THE CITY OF BRENHAM PUBLIC WATER SUPPLY WELLS; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR A SEVERABILITY, REPEALER AND SAVINGS CLAUSE; AND PROVIDING FOR PROPER NOTICE AND OPEN MEETING

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

WHEREAS, as a home-rule municipality, Texas Local Government Code, Section 51.072 confirms that the City has the full power of local self-government; and

WHEREAS, the City owns and operates water supply facilities within the City, including a well and related facilities, which will provide potable water to the residents of the City; and

WHEREAS, because maintenance of sanitary conditions around water wells is vital to the protection of the water wells and to the protection of the health and safety of the residents of the City, the City Council deems it necessary and proper to establish rules and regulations governing the control of sanitary conditions around water wells; and

WHEREAS, the City Council hereby finds that the public health, safety and welfare will be promoted by enactment of this Ordinance;

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

SECTION 1.

Chapter 26, Utilities, Article IV, Water, Sections 26-83 through 26-89, Reserved, of the Code of Ordinances of the City of Brenham, Texas are hereby amended to read as follows:

Sec. 26-83. Purpose.

- A. This Ordinance sets forth uniform requirements for the users and the construction of facilities in or on land within one hundred fifty-five feet (155') of Wells in order to promote sanitary conditions in and around such Wells, to secure all such land from pollution hazards, and to enable the City to comply with all applicable state and local regulations.
- B. The objective of this Ordinance is to prevent certain uses and the construction of facilities in or on land surrounding the Wells, which might create a danger of pollution to the water produced from such Wells.

Sec. 26-84. Definitions.

Unless the context requires otherwise, the following terms and phrases, as used in this Ordinance, shall have the meanings hereinafter designated:

- A. *City Council* shall mean the City Council of the City of Brenham, Texas.
- B. *City* shall mean the City of Brenham, Texas.
- C. *Ordinance* shall mean Sections 26 – 83 through 26 – 89 of this Chapter 26 establishing rules and regulations regarding sanitary and pollution control of the area in proximity to the City's public water supply Wells.
- D. *Person* shall mean any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity, or its legal representatives, agents, successors, or assigns.
- E. *Wells* shall mean all water wells and related facilities owned and operated by the City for providing potable water to the residents and other water utility customers of the City.

Sec. 26-85. Prohibited activities.

The following activities are prohibited within the designated areas of land surrounding the Wells:

- A. Construction and/or operation of any underground petroleum and/or chemical storage tank, liquid transmission pipeline, stock pen, feedlot, dump grounds, privy, cesspool, sewage treatment plant, sewage wet well, sewage pumping station, drainage ditch which contains industrial waste discharges or the wastes from sewage treatment systems, solid waste disposal site, land on which sewage plant or septic tank sludge is applied, land irrigated by sewage plant effluent, septic tank perforated drain field, absorption bed, evapotranspiration bed, area irrigated by low dosage, low angle spray on-site sewage facility, military facility, industrial facility, wood treatment facility, liquid petroleum and petrochemical production, storage, and/or transmission facility, Class 1, 2, 3, 4 and/or 5 injection well, pesticide storage and/or mixing facility, abandoned well, inoperative well, improperly constructed water well of any depth, and all other construction or operation that could create an unsanitary condition is prohibited within, upon, or across all areas of land within a 155-foot radius of the Wells. For the purposes of this Ordinance,

“improperly constructed water wells” are those wells that do not meet the surface and subsurface construction standards for a public water supply well.

- B. Construction and/or operation of tile or concrete sanitary sewers, sewer appurtenances, septic tanks, storm sewers, and cemeteries is specifically prohibited within, upon, or across any area of land within a 55-foot radius of the Wells.
- C. Construction of homes or building upon any area of land within a 155-foot radius of the Wells is permitted, provided the restrictions described in Section 26 – 85 (A) and (B) herein above are met.
- D. Normal farming and ranching operations are not prohibited by this Ordinance; provided, however, livestock shall not be allowed within a 55-foot radius of the Wells.

Sec 26-86. Right of entry.

City employees, or authorized representatives of the City, bearing proper credentials and identification, shall be permitted to immediately enter upon any premises located within a 155-foot radius of any Well to conduct any inspection or observation necessary to enforce this Ordinance.

Sec 26-87. Penalty.

Any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined as provided in Chapter 1, General Provisions, Section 1-5, General penalty provisions, of the Code of Ordinances of the City of Brenham, Texas. Each day of violation shall constitute a separate offense.

Sec. 26-88. Required removal.

Any person who shall violate any provision of this Ordinance shall be required to remove the prohibited construction or potential source of contamination within seven (7) days after notification that they are in violation of this Ordinance.

Sec. 26-89. Superseding regulation or statute.

Whenever any applicable statute, regulation, or permit of any state, federal, or other agency, having jurisdiction over the subject matter of this Ordinance, is in conflict herewith, the stricter requirement shall apply, unless mandated otherwise.

SECTION 3. EFFECTIVE DATE

This Ordinance shall take effect immediately from and after its passage and publication as may be required by governing law.

SECTION 4. 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 5. REPEALER

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

SECTION 6. 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 7. PROPER NOTICE AND MEETING

It is hereby officially found and determined that the meetings at which this Ordinance was passed were open to the public as required and that public notice of the time, place and purpose of said meetings 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 4th day of April 2024.

PASSED and APPROVED on its second reading this the 18th of April 2024.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

ORDINANCE NO. O-24-012

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF BRENHAM GRANTING A SPECIFIC USE PERMIT TO ALLOW AN ACCESSORY DWELLING UNIT (ADU) USE IN AN R-1 SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT ON APPROXIMATELY 0.3099 ACRES OF LAND ADDRESSED AS 503 WALNUT HILL DRIVE, BEING FURTHER DESCRIBED AS WALNUT HILL SUBDIVISION, BLOCK 1, LOT 2, IN BRENHAM, WASHINGTON COUNTY, TEXAS.

WHEREAS, Lauren Marek and Carra Sykes, the owners of the 0.3099 acres of land generally located on the north side of Walnut Hill Drive and the second lot to the east of Lee Street, and addressed as 503 Walnut Hill Drive, generally located being further described as Walnut Hill Subdivision, Block 1, Lot 2, in Brenham, Washington County, Texas (the “Property”), have requested that the Property be issued a Specific Use Permit for an Accessory Dwelling Unit; and

WHEREAS, the City of Brenham has adopted Appendix A – “Zoning” of the City of Brenham Code of Ordinances, as amended, which divides the City of Brenham into various zoning districts; and

WHEREAS, Appendix A – “Zoning” of the City of Brenham Code of Ordinances authorizes the City Council to grant specific use permits for specific uses within the various zoning districts; and

WHEREAS, at least ten (10) days after publication in the official newspaper of the City of the time and place of a public hearing and at least ten (10) days after written notice of that hearing was mailed to the owners of land within two hundred feet of the Property in the manner required by law, the Planning & Zoning Commission held a public hearing on the requested Specific Use Permit; and

WHEREAS, this amendment was recommended unanimously for approval by the Brenham Planning and Zoning Commission during its regular meeting on March 25, 2024; and

WHEREAS, the City Council desires to approve this Ordinance granting the specific use permit, as described herein below; and

WHEREAS, at least fifteen (15) days after publication in the official newspaper of the City of the time and place of a public hearing for the requested rezoning, the City Council held the public hearing for the requested Specific Use Permit and the City Council considered the final report of the Planning & Zoning Commission;

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

SECTION 1. The Official Zoning Map of the City of Brenham is hereby amended to grant a Specific Use Permit to Lauren Marek and Carra Sykes for an accessory dwelling unit (ADU), more particularly described in Exhibit “B”, in an R-1 Single-Family Residential use zoning district on approximately 0.3099 acres of land addressed as 503 Walnut Hill Drive, being further described as Walnut Hill Subdivision, Block 1, Lot 2 in Brenham, Washington County, Texas, said 0.3099 acres of land being shown on Exhibit “A” attached hereto and incorporated herein for all purposes.

SECTION 2. Upon holding a properly notified public hearing, the City Council may amend, change, or rescind the Specific Use Permit granted by this Ordinance if:

- a. There is a violation and conviction of any of the provisions of this Ordinance, or any ordinance of the City of Brenham, that occurs on the Property;
- b. The premises, or Property, used pursuant to the Specific Use Permit granted by this Ordinance are enlarged, modified, structurally altered, or otherwise significantly changed unless a separate Specific Use Permit is granted for such enlargement, modification, structural alteration, or change;
- c. As otherwise permitted by law and/or Brenham’s Zoning Ordinance, as it exists or may be amended.

SECTION 3. This Ordinance shall take effect as provided by the Charter of the City of Brenham, Texas.

PASSED and APPROVED on its first reading this the 4th day of April 2024.

PASSED and APPROVED on its second reading this the 18th day of April 2024.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

EXHIBIT "A"



Zoning Map Specific Use Permit - ADU 503 Walnut Hill Drive

Legend

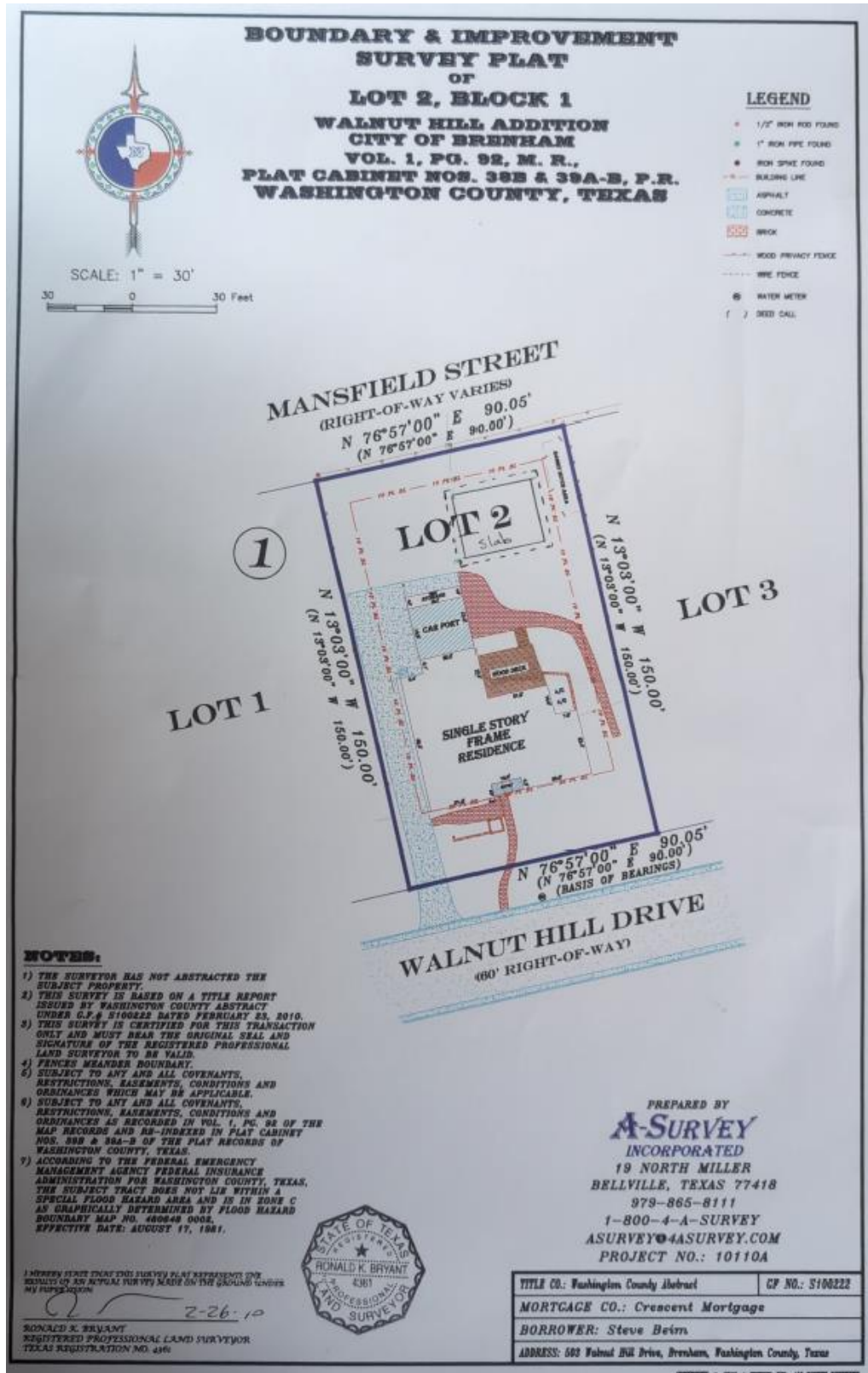
- B1 Local Business Mixed
- R1 Residential Single Family



1 inch = 104 feet



EXHIBIT "B" Site Plan





City Council Regular Meeting **AGENDA ITEM 5.e**

Agenda Item: **Approve Change Order No. 2 for Project No. 2021-06-A to Dudley Construction, LLC in the Amount of -\$3,504.25 for the 2022 Sanitary Sewer Improvements-Stone Hollow Lift Station Replacement and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Date: April 18, 2024

Department: Public Utilities

Staff Contact: Shawn Bolenbarr, Public Utilities Project Manager

SUMMARY STATEMENT:

On February 16, 2023, City Council awarded the 2022 Sanitary Sewer Improvements-Stone Hollow Lift Station Replacement Project to Dudley Construction, LLC for an amount not to exceed \$1,130,000.00. On November 16, 2023, Council approved Change order Number 1 for an increase in cost of \$5,705.00, bringing the total cost of the project to \$1,135,705.00.

On April 8, 2024, the City of Brenham Public Utilities Department received Change Order Number 2 for the 2022 Sanitary Sewer Improvements-Stone Hollow Lift Station Replacement Project. This Change Order is a deductive Change Order with a savings of \$3,504.25. The reasoning for the cost savings is due to a decrease in the cash allowance needed for material testing for the Stone Hollow Lift Station Project.

The City of Brenham Public Utilities Department respectfully request that the City Council approve Change Order Number 2, bringing the total cost of the project to \$1,132,200.75.

ATTACHMENTS:

1. Change Order No. 2 - Dudley Construction - Project No. 2021-06-A

RECOMMENDATION:

Approve Change Order No. 2 for Project No. 2021-06-A to Dudley Construction, LLC in the amount of -\$3,504.25 for the 2022 Sanitary Sewer Improvements-Stone Hollow Lift Station Replacement and authorize the Mayor to execute any necessary documentation.



April 8, 2024

CHANGE ORDER NO. 2

PROJECT: 2022 Sanitary Sewer Improvements
Stone Hollow and Industrial Boulevard Lift Station Replacements
OWNER: City of Brenham, Texas
CONTRACT: 2021-06-A
CONTRACTOR: Dudley Construction, LLC

Description of Change

2a	Increase the Contract duration by 29 days to account for weather delays incurred during construction, making the new Final Completion date March 27, 2024.	ADD	\$0.00
2b	Decrease the Item 7.01 cash allowance amount from \$15,000 to \$11,495.75 (1 LS). The cash allowance is being reconciled with the final cost of construction materials testing due to construction being completed.	(DEDUCT)	(\$3,504.25)
TOTAL VALUE OF THIS CHANGE ORDER:		(DEDUCT)	(\$3,504.25)

Contract Price Adjustment

Original Contract Price	\$1,130,000.00
Previous Change Order Adjustments	\$5,705.00
Adjustment in Contract Price this Change Order	(\$3,504.25)
Current Contract Price including this Change Order	\$1,132,200.75

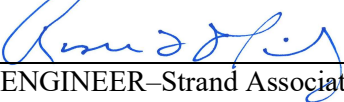
Contract Final Completion Date Adjustment

Original Contract Final Completion Date	December 13, 2023
Contract Final Completion Date Adjustments due to previous Change Orders	76 Days
Contract Final Completion Date Adjustments due to this Change Order	29 Days
Current Final Contract Completion Dates including all Change Orders	March 27, 2024

City of Brenham–Dudley Construction, LLC
Contract 2021-06-A, Change Order No. 1
Page 2
April 8, 2024

This document shall become a supplement to the Contract and all provisions will apply hereto.

RECOMMENDED

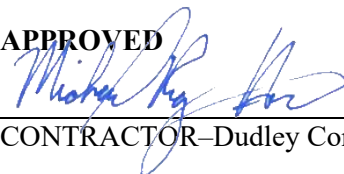


ENGINEER–Strand Associates, Inc.®

April 8, 2024

Date

APPROVED



CONTRACTOR–Dudley Construction, LLC

April 9, 2024

Date

APPROVED

OWNER–City of Brenham, Texas

Date



City Council Regular Meeting
AGENDA ITEM 5.f

Agenda Item: Approve Change Order No. 1 and Final Payment for Project No. 2023-01 to Texas KB Utilities LLC in the Amount of \$11,242.59 for the Drainage Improvements on Progress Drive and Valley Drive and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: April 18, 2024

Department: Public Works

Staff Contact: Dane Rau, Director of Public Works

SUMMARY STATEMENT:

The drainage improvements on Progress and Valley Dr. are complete. Texas KB Utilities conducted quick work and now all the water from the two roads is directed into inlet boxes and piped directly to the creek channel versus running into private property. We have had very positive input from the neighborhood, and this will allow the undeveloped tracts at the end of these streets to develop more easily.

The original awarded amount of the project was \$123,000 and the total project once completed came in at \$119,715. There were a couple changes in the field that resulted in a deductive change order of -\$3,285. We ask Council to approve Final Payment to Texas KB Utilities LLC in the amount of \$11,242.59 and approve the deductive change order #1.

ATTACHMENTS:

1. Pay App No. 2 & Final
2. Change Order No. 1
3. Power Of A Attorney
4. Consent of Surety to Final Payment
5. Letter of Substantial Completion

RECOMMENDATION:

Approve Change Order No. 1 and Final Payment for Project No. 2023-01 to Texas KB Utilities LLC in the amount of \$11,242.59 for the Drainage Improvements on Progress Drive and Valley Drive and authorize the Mayor to execute any necessary documentation.

APPLICATION FOR PAYMENT NO. 2 AND FINAL

TO OWNER: CITY OF BRENHAM, 200 WEST VULCAN, BRENHAM, TEXAS 77833
 FROM CONTRACTOR: TEXAS KB UTILITIES, LLC, 9230 FM 1371 CHAPPELL HILL, TEXAS 77426
 PROJECT: PROGRESS AND VALLEY DRIVES DRAINAGE IMPROVEMENTS
 STRAND PROJECT NO. 3900 273

CONTRACT AWARDED: November 16, 2023
 PERIOD FROM: February 16, 2024
 CONST. TIME ALLOTTED: '90

NOTICE TO PROCEED: February 5, 2024
 PERIOD TO: March 8, 2024
 TIME USED: 21 days

ITEM	BASE BID	CONTRACT QUANTITY	UNIT	PREVIOUS PERIOD	CURRENT PERIOD	TOTAL	UNIT PRICE	TOTAL VALUE OF WORK COMPLETED
1	Mobilization	LS	1	0	1	1	\$ 13,561.10	\$ 13,561.10
2	Install 5-Foot Curb Inlet. (w additional opening to North)	EA	1	0	1	1	\$ 3,600.00	\$ 3,600.00
3	Install 5-Foot Curb Inlet with 5-Foot Extension	EA	2	0	2	2	\$ 4,415.00	\$ 8,830.00
4	Install 2- by 2-Foot Concrete Junction Box. (install over existing 8" san. swr)	EA	1	0	0	0	\$ 3,285.00	\$ -
5	Install 5- by 5-Foot Concrete Junction Box.	EA	2	0	2	2	\$ 3,285.00	\$ 6,570.00
6	Install 12-inch IIP Storm Pipe	LF	36	0	36	36	\$ 143.90	\$ 5,180.40
7	Install 18-inch RCP	LF	258	0	258	258	\$ 124.80	\$ 32,198.40
8	Install 18-inch Equivalent RCP Arch Pipe	LF	31	0	31	31	\$ 224.60	\$ 6,962.60
9	Install Precast 18-inch Safety End Treatment (3:1)	EA	1	0	1	1	\$ 1,095.00	\$ 1,095.00
10	Install Precast 18-inch Equivalent Arch Pipe Safety End Treatment (3:1)	EA	1	0	1	1	\$ 1,095.00	\$ 1,095.00
11	5" Thick Reinforced Concrete Slope Paving (Channel)	SY	165	0	165	165	\$ 119.20	\$ 19,668.00
12	Concrete Pavement Repair	SY	70	0	70	70	\$ 85.85	\$ 6,009.50
13	4-Inch Concrete Curb and Gutter	LF	140	0	140	140	\$ 25.25	\$ 3,535.00
14	Excavation, Embankment and Site Grading	LS	1	0	1	1	\$ 1,935.00	\$ 1,935.00
15	Traffic Control. According to the Texas Manual on Uniform Traffic Control Devices.	LS	1	0	1	1	\$ 645.00	\$ 645.00
16	Stormwater Pollution Prevention Plan	LS	1	0	1	1	\$ 6,575.00	\$ 6,575.00
17	Site Restoration, Seeding, and Cleanup	LS	1	0	1	1	\$ 2,255.00	\$ 2,255.00

Original Contract: \$ 123,000.00
 Plus Additions: \$ -
 Less Deductions: \$ 3,285.00
 Adjusted Contract: \$ 119,715.00

Value of Work Performed to Date \$ 119,715.00
 Plus Materials Stored at Close of Period \$ -
 Net Amt Earned to Date \$ 119,715.00
 Less 10% Retainage
 Subtotal \$ 119,715.00
 Less Previous Pay Applications \$ 108,472.41
 Amount \$ 11,242.59

AFFIDAVIT & CERTIFICATION OF PAY APPLICATION BY CONTRACTOR

STATE OF TEXAS
 COUNTY OF WASHINGTON

WHEREAS, the undersigned, Hunter Krolczyk, who being duly sworn, on oath, says that he is the legal representative of Texas KB Utilities, LLC., has been employed by City of Brenham to furnish labor and materials for the Progress and Valley Drive Drainage Improvements Project in Brenham, Texas.

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

BY: Hunter Krolczyk
 PRINTED NAME: Hunter Krolczyk TEXAS KB UTILITIES, LLC.

DATE: April 9, 2024
 TITLE: President

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 9th DAY OF April, 2024

NOTARY PUBLIC IN AND FOR
 THE STATE OF TEXAS

RECOMMENDED BY:

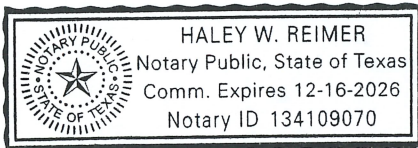
STRAND ASSOCIATES, INC. ®

DATE: 4/11/24

APPROVED BY:

CITY OF BRENHAM, TEXAS

DATE:





Strand Associates, Inc.[®]
1506 N. Academy Street
Brenham, TX 77833
P: 979.836.7537
www.strand.com

April 8, 2024

CHANGE ORDER NO. 1

PROJECT: Progress and Valley Drives Drainage Improvements
OWNER: City of Brenham, Texas
CONTRACT: 2023-01
CONTRACTOR: Texas KB Utilities, LLC

Description of Change

1a	Remove the 2- by 2-foot concrete junction box (install over the existing 8-inch sanitary sewer) from the list of Bid items with a quantity of 1 each and unit cost of \$3,285.00.	(DEDUCT)	(\$3,285.00)
TOTAL VALUE OF THIS CHANGE ORDER:		(DEDUCT)	(\$3,285.00)

Contract Price Adjustment

Original Contract Price	\$123,000.00
Previous Change Order Adjustments	0.00
Adjustment in Contract Price this Change Order	(\$3,285.00)
Current Contract Price minus this Change Order	\$119,715.00

Contract Substantial Completion Date Adjustment

Original Contract Substantial Completion Date	March 14, 2024
Contract Substantial Completion Date Adjustments due to previous Change Orders	0 Days
Contract Substantial Completion Date Adjustments due to this Change Order	0 Days
Current Substantial Contract Completion Dates including all Change Orders	March 14, 2024

Contract Final Completion Date Adjustment

Original Contract Final Completion Date	March 14, 2024
Contract Final Completion Date Adjustments due to previous Change Orders	0 Days
Contract Final Completion Date Adjustments due to this Change Order	0 Days
Current Final Contract Completion Dates including all Change Orders	March 14, 2024

TBPE No. F-8405
TBPLS No. 10030000

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City of Brenham–Texas KB Utilities, LLC
Contract 2023-01, Change Order No. 1
Page 2
April 8, 2024

This document shall become a supplement to the Contract and all provisions will apply hereto.

RECOMMENDED



ENGINEER–Strand Associates, Inc.®

April 8, 2024
Date

APPROVED



CONTRACTOR–Texas KB Utilities, LLC

April 9, 2024
Date

APPROVED

OWNER–City of Brenham, Texas

Date

FRANKENMUTH INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint: **Michael Maddux**

Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000)

Surety Bond #: SUR0008435
Principal: Texas KB Utilities, LLC
Obligee: City of Brenham

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Insurance Company:

"RESOLVED, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed, this 15th day of December, 2022.



Frankenmuth Insurance Company

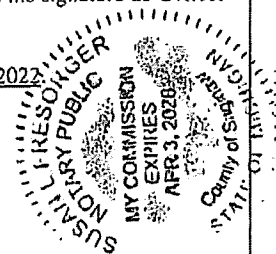
By Frederick A. Edmond, Jr.
Frederick A. Edmond, Jr.,
President and Chief Executive Officer

Sworn to before me, a Notary Public in the State of Michigan, by Frederick A. Edmond, Jr., to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposited and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 15th day of December, 2022.

Susan L. Fresorger
Susan L. Fresorger, Notary Public
Saginaw County, State of Michigan
My Commission Expires: April 3, 2028

(Seal)



I, the undersigned, Executive Vice President of Frankenmuth Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this 10th day of April, 2024.



ALL CORRESPONDENCE RELATE
VP SURETY, 701 U.S. ROUTE ON

Andrew H. Knudsen
Andrew H. Knudsen, Executive Vice President,
Chief Operating Officer and Secretary

ATTENTION AND/OR A CLAIM SHOULD BE DIRECTED TO
TH, ME 04096

IMPORTANT NOTICE TO ALL TEXAS POLICYHOLDERS

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Frankenmuth Insurance Company toll-free telephone number for information or to make a complaint at:

1-704-421-7002

You may also write to Frankenmuth Insurance Company at:

**Frankenmuth Insurance Company
One Mutual Avenue
Frankenmuth, MI 48787**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149091
Austin, TX 78714-9091
Fax: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the Frankenmuth Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Frankenmuth Insurance Company para informacion o para someter una queja al:

1-704-421-7002

Usted también puede escribir a Frankenmuth Insurance Company:

**Frankenmuth Insurance Company
One Mutual Avenue
Frankenmuth, MI 48787**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149091
Austin, TX 78714-9091
Fax: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Frankenmuth Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

**CONSENT OF SURETY
TO FINAL PAYMENT**

AIA Document G707

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☒
OTHER	☐

Bond No. SUR0008435

TO OWNER:
(Name and address)

City of Brenham

TX

PROJECT:
(Name and address)

Progress and Valley Drives Drainage Improvements

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: Progress and Valley Drives Drainage
Improvements

CONTRACT DATED:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Frankenmuth Insurance Company
1 Mutual Avenue
Frankenmuth, MI 48787

, SURETY,

on bond of
(Insert name and address of Contractor)

Texas KB Utilities, LLC
9230 FM 1371
Chappell Hill, TX 77426

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of
any of its obligations to
(Insert name and address of Owner)

City of Brenham

TX

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: April 10, 2024
(Insert in writing the month followed by the numeric date and year.)



Attest:
(Seal): Todd Mohr
Todd Mohr

Frankenmuth Insurance Company
(Surety)

Michael Maddux
(Signature of authorized representative)

Michael Maddux, Attorney-in-Fact
(Printed name and title)

G707—1994



Strand Associates, Inc.
1900 Webster Street
Brenham, TX 77833
409.679.3367
www.strand.com

April 1, 2024

Mr. Dane Rau, Public Works Director
City of Brenham
200 West Vulcan Street
Brenham, TX 77833

Re: Progress and Valley Drives Drainage Improvements
Contract 2023-01
City of Brenham, Texas

Dear Mr. Rau:

In accordance with the General Conditions, the above-referenced project was inspected on March 14, 2024.

Based on this inspection, we have included in this preliminary certificate a date of March 14, 2024, for Substantial Completion of the project.

A punch List of Items to be Completed or Corrected, which were noted during this inspection, is enclosed.

In accordance with the General Conditions, at the time of delivery of the Preliminary Certificate of Substantial Completion, ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to the division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance, and warranties. It is our recommendation that all the requirements of the Contract Documents be followed as to division of responsibilities between OWNER and CONTRACTOR, and it is not our intent to change any of these requirements through the following recommendations.

Contract Bonds and Insurance requirements are included in Article 6 of the General Conditions and Supplementary Conditions. As specified in Article 6.01 of the General Conditions, the Performance and Payment Bonds shall remain in effect at least until one year after the date when final payment becomes due.

As specified in the General Conditions and Supplementary General Conditions, CONTRACTOR shall continue to provide Contractor's Liability Insurance for the complete project until final payment is made and during correction period when CONTRACTOR is completing its Contract obligations and include completed operations coverage for a period of three years after final payment.

As specified in the General Conditions and Supplementary General Conditions, CONTRACTOR shall continue to provide property insurance for the complete project until final payment is made.

Concerning safety, we recommend that OWNER be responsible for safety of its work and operations and that CONTRACTOR be responsible for its work and operations. Occupational Safety and Health Act of 1970 and other federal and state requirements apply to both parties.

TBPE No. F-8405
TBPLS No. 10030000

J:\00 273\DEG\cdg\B\BRE\Documents\Specifications\Archive\2023\Brenham, City of\3\00 273 2023-01\DEG(16) Specification Letters\F Preliminary Certificate of Substantial Completion\04012024.docx

Mr. Dane Rau, Public Works Director
City of Brenham
Page 2
April 1, 2024

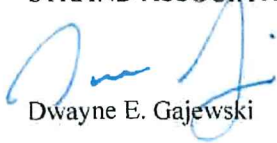
Contract correction period is included in Article 15.08 of the General Conditions and Supplementary Conditions. Beneficial occupancy or use by OWNER does not constitute acceptance.

Please note that, in accordance with Article 15.03, OWNER has seven days after receipt of this Preliminary Certificate of Substantial Completion during which to make written objection to ENGINEER as to any provisions of the certificate or list of work remaining.

Please call 979-836-7937 if there are any questions.

Sincerely,

STRAND ASSOCIATES, INC.®



Dwayne E. Gajewski

Enclosure

c/enc: Bubba Krolczyk, Texas KB Utilities, LLC
Matt Yentz, Strand Associates, Inc.®



List of Items to be Completed or Corrected
Progress and Valley Drives Drainage Improvements
Contract 2023-01
City of Brenham, Texas

Original List Date: March 14, 2024 Updated List Date: _____

A. General

1. Pick up rubble and debris throughout the site.
2. Add an invert to Junction Box-2.
3. Add soil on the north and south sides of the concrete-lined channel.
4. Shape up the area around curb Inlet C-3 on the west side of Valley Drive.
5. Shape up the area to east of curb Inlet CI-1 off Progress Drive.

c: Matt Yentz, Strand Associates, Inc.®



City Council Regular Meeting **AGENDA ITEM 5.g**

Agenda Item: **Approve the Acceptance of a Grant Through the Community Development Partnership Program (CDPP) Grant Offered by the Lower Colorado River Authority (LCRA) in the Amount of \$25,000.00 for Two (2) Electronic Message Board Signs for Various City Departments and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Date: April 18, 2024

Department: Public Works

Staff Contact: Dane Rau, Director of Public Works

SUMMARY STATEMENT:

During the FY24 calendar year, LCRA once again offered Community Development Partnership Program Grants to communities within its service area. The grant provides funding up to \$50,000 for capital improvement projects and must meet a need in one of the following areas: education, transportation, public safety, recreation, health care, training, and community training or employment. Grants of \$5,000 or more require a 20% match of the total project costs.

The City of Brenham applied for a grant to obtain 2 electronic message board signs which we are in need of replacing. These Electronic Message Boards are used by numerous departments, such as the Street Department, Fire Department, Police Department, as well as used during special events in the Downtown area and around our City. This grant was applied for last year, but we did not get selected.

On April 2nd we received notification that we received the grant for the two (2) electronic message board signs in the amount of \$25,000. This grant does require a 20% match and in order to score higher and obtain 2 electronic message board signs, the City of Brenham will contribute \$11,000 toward this grant, which will allow us to replace our two older signs. This will be budgeted for in the 2024-25 budget and can be purchased after October 1.

We will put these signs to good use, and it will benefit our many needs to advise the public about our special events, detours during road closures and parades. We would like to ask the council to approve the acceptance of this grant from LCRA in the amount of \$25,000.

ATTACHMENTS:

1. City of Brenham Letter Agreement
2. Amsig CMS-T331 Message Board

RECOMMENDATION:

Approve the acceptance of a grant through the Community Development Partnership Program (CDPP) Grant offered by the Lower Colorado River Authority (LCRA) in the amount of \$25,000.00 for two (2) electronic message board signs for various city departments and authorize the Mayor to execute any necessary documentation.

COMMUNITY DEVELOPMENT PARTNERSHIP PROGRAM LETTER AGREEMENT

This Letter Agreement ("Agreement") is between the Lower Colorado River Authority ("LCRA") and the City of Brenham ("Recipient"). In consideration of the Recipient's commitments made in a grant application dated January 2024 ("Grant Application"), LCRA agrees to grant to Recipient \$25,000.

1. Use of Grant Money. This is a grant of funds solely to purchase two mobile electronic message boards for use during emergencies, disasters, weather and community events, further described in the Grant Application attached hereto as Exhibit A and incorporated herein for all purposes ("Project"). Nothing herein contained requires LCRA to select, procure, install, maintain or repair any equipment or improvements purchased or funded with the Grant Money, or to supervise or train the Recipient's personnel with respect to such activities. Recipient is solely responsible for the selection, procurement, installation, construction, repair and maintenance of all equipment and improvements purchased or funded with the Grant Money, as well as for the training and supervision of the Recipient's personnel with respect to such activities. Recipient agrees to use the Grant Money solely for Project purposes, and Recipient shall not use equipment or improvements purchased or funded with the Grant Money for any purpose other than that stated in the Grant Application, except as provided for herein.
2. Project Completion Date. Recipient agrees to complete the Project within twelve (12) months of the date the Grant Money is received. If the Project is not completed within twelve months, Recipient shall return all Grant Money to LCRA immediately upon demand. Upon completion of the Project, Recipient agrees to provide LCRA with a photograph of the completed project, a photograph of the required signage (see Article 8), and a completed final report form provided to Recipient by LCRA within thirty (30) days of project completion.
3. Interest on Grant Money. Any interest earned by Recipient on the Grant Money prior to its expenditure shall be considered grant funds and applied exclusively to the Project, or included with any Grant Money returned or refunded to LCRA under the terms of this Agreement, as applicable.
4. Breach and Remedy. If Recipient breaches this Agreement, LCRA shall notify Recipient in writing. Recipient shall have thirty (30) days in which to cure any identified breach. If any breach is not cured within thirty (30) days, Recipient shall refund to LCRA all Grant Money received for the applicable Project within seven (7) days.
5. Public Use. The equipment and improvements purchased or funded with Grant Money must remain open and accessible to the general public, or be used for a public purpose for the useful life of the equipment or improvement, or for at least ten (10) years, whichever is longer.
6. Record Keeping. Recipient shall maintain accurate records of all costs, payments, and related data to document proper use of the Grant Money. Recipient shall maintain such records for at least three (3) years after completion of the Project, and shall make the records available to LCRA for inspection upon reasonable notice during normal business hours.
7. Compliance with Laws. Recipient shall comply with all applicable federal, state and local laws, ordinances, and regulations in connection with the Project. Recipient shall also be responsible for obtaining all necessary permits, licenses, and any other such approvals required for the Project.
8. Acknowledgment. Recipient shall install clear and conspicuous public and permanent identification at the Project site acknowledging that LCRA is a sponsor of the Project.
9. Right to Inspect. LCRA shall have the right to enter upon and photograph the Project site at any reasonable time for the purpose of inspecting the Project, determining Project progress, and evaluating the Project for compliance with this Agreement.

10. Indemnification. TO THE FULL EXTENT PERMISSIBLE BY LAW, RECIPIENT AGREES TO INDEMNIFY AND HOLD LCRA AND ITS DIRECTORS, OFFICERS, EMPLOYEES, WHOLESALE CUSTOMERS, AND AGENTS HARMLESS FROM DAMAGES, CLAIMS, DEMANDS, SUITS, CAUSES OF ACTION, JUDGMENTS, COSTS AND EXPENSES INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES RESULTING FROM 1) DAMAGE TO PROPERTY OF ANY PERSON, FIRM, CORPORATION OR GOVERNMENTAL AGENCY, INCLUDING PROPERTY OF LCRA, AND/OR 2) DEATH OF, OR INJURY TO, ANY PERSON OR PERSONS, INCLUDING EMPLOYEES OF LCRA, ARISING OUT OF, AND TO THE EXTENT CAUSED BY, A NEGLIGENT ACT OR OMISSION OR WILLFUL MISCONDUCT OF RECIPIENT, ITS AGENTS, SERVANTS, EMPLOYEES, VOLUNTEERS, AND ITS SUPPLIERS AND SUBCONTRACTORS OF ANY TIER, THEIR AGENTS, SERVANTS AND EMPLOYEES.

IN THE EVENT THAT LCRA IS FOUND TO BE CONCURRENTLY NEGLIGENT, RECIPIENT SHALL NOT INDEMNIFY FOR THE PROPORTIONATE NEGLIGENCE ATTRIBUTABLE TO LCRA BUT SHALL INDEMNIFY FOR THE PORTION OF NEGLIGENCE ATTRIBUTABLE TO RECIPIENT, ITS AGENTS, SERVANTS, EMPLOYEES, AND ITS SUPPLIERS AND SUBCONTRACTORS OF ANY TIER, THEIR AGENTS, SERVANTS, AND EMPLOYEES.

11. Insurance. Recipient shall obtain and maintain a policy of insurance for the equipment or improvements purchased or funded with the Grant Money which is sufficient to provide for replacement of any equipment or improvement which is lost, stolen, damaged, or destroyed. Any insurance proceeds received by or on behalf of Recipient under an insurance policy must be utilized to acquire equivalent or better equipment, to repair or replace the equipment or improvement, or be paid to LCRA as a refund of the Grant Money. If otherwise permissible under applicable law, governmental entities may use an established self-insurance program to satisfy this requirement.

12. Disposition of Equipment and Improvements. When equipment or improvements purchased or funded with the Grant Money are no longer needed for the original Project purposes and the equipment/improvements have not yet met the Public Use timeframe outlined in Article 5, Recipient shall contact LCRA to determine another eligible use or purpose. LCRA will document the new use or purpose or, if the equipment/improvements have met the Public Use requirements, LCRA shall provide disposition instructions to the Recipient.

13. Additional Provisions

A. Survival. Termination or expiration of this Agreement shall not relieve, reduce, or impair any rights or obligations of a Party which survive termination or expiration of this Agreement.

B. Integration. This Agreement contains the entire and integrated Agreement between the Recipient and LCRA and supersedes all prior negotiations, correspondence, understandings, and representations.

C. Interpretation and Reliance. While this Agreement form was initiated by LCRA, Recipient had the opportunity to take exception to and seek clarification of it. Thus, this Agreement is the product of negotiations between the Parties. No presumption will apply in favor of any Party in the interpretation of this Agreement or in resolution of any ambiguity of any provision.

D. Laws. This Agreement shall be governed, interpreted, and enforced under the laws of the State of Texas, without regard to its conflict of law principles. In the event of litigation between the Parties arising out of or related to this Agreement, venue for such litigation shall be in a court of competent jurisdiction in Travis County, Texas.

E. Notice. All notices required under this Agreement must be made in writing and sent by registered or certified United States mail, return receipt requested or by nationally recognized courier service to the address below. Parties may change their address or other contact information by notifying the other Party pursuant to this Article. Nothing contained in this Article shall be construed to apply to routine communications between the Parties for execution of the Project or completion of the grant process.

Recipient:

Contact information contained in attached Grant Application.

LCRA:

Lower Colorado River Authority
Attn: Sheila Slagel, CDPP Grants
3700 Lake Austin Blvd.
Austin, TX 78703
Email: grants@lcra.org

With a copy to:

Lower Colorado River Authority
Attn: Office of the General Counsel
3700 Lake Austin Blvd.
Austin, TX 78703
Email: legalreview@lcra.org

The duly authorized representatives of the Parties have read all of this Agreement and associated documents, and execute this Agreement by their signatures below:

Lower Colorado River Authority



Thomas E. Oney
Chief People Officer and Executive Vice President, External Affairs
Lower Colorado River Authority



Recipient:

By: Tammy Jaster

SIGNATURE

Printed Name: Tammy Jaster

Title: AQUATIC AND RECREATION SUPERINTENDENT

Signature Date ("Effective Date"): Apr 8, 2024

Title	Clty of Brenham	01/30/2024
	by TAMMY JASTER in Community Development Partnership Program	id. 45366567
	tjaster@cityofbrenham.org	

Original Submission

01/31/2024

Score	n/a
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You can invite additional people to complete this form as a collaborator. We encourage you to invite the CDPP grants team as collaborators to enable them to review your draft application in order to answer any questions and/or provide feedback. Follow this link for additional information

Click on Manage Collaborators. A Dialog box will appear, asking you to enter the email addresses of your collaborators. Enter those addresses, then click Invite. The grants team email addresses are sheila.slagel@lcra.org and liz.mundine@lcra.org. Invited collaborators will receive an email, letting them know you've invited them to collaborate on a draft submission using Submittable. In order to communicate with collaborators through the Submittable platform, all invitees must accept the invite BEFORE the owner of the submission (that's you!) hits Submit. After you've sent invitations to collaborate, you can click on the Invite Collaborators link again anytime to see the status of your invitations. In the row for each invitee who has not yet accepted their invitation, you will see a Pending indication. There will also be a trash can next to each person's name so that the Submission Owner can remove anyone that they no longer want to collaborate on the submission.

ORGANIZATION INFORMATION

Name of organization	Clty of Brenham
Tax identification number	74-6000404 400 false false
Mailing address	PO Box 1059 Brenham TX 77834 US

Organization mission statement	The City of Brenham aspires to be the city of choice for both present and future generations. We will achieve our vision through proactive leadership, open communications, and by employing high ethical standards; We aspire to develop a strong economic climate, balanced by our desire to maintain a beautiful, clean, and safe environment; We value our rich and diverse heritage and will preserve our friendly hometown atmosphere; We are committed to providing our employees with a safe and stable work environment. In addition, all employees will be treated with a high level of care and respect and they are expected to share the same with every citizen in our community; and Together staff and Council pledge to be open and responsive to the warranted needs of the community and will develop proactive governance that is accessible, efficient, fair, and accountable.
Does your organization have a Facebook page?	Yes
Enter the organization's Facebook page.	https://www.facebook.com/cityofbrenham
Does your organization have a website?	Yes
Enter the organization's website address.	http://cityofbrenham.org
Tax status	City, county or economic development
Is the organization a volunteer fire department?	No
Provide a list of key staff and members of the organization's governing body, such as a board of directors.	Upload the list to the application.
Key staff and members of the organization's governing body: officials2024.xlsx	

Please disclose any relationship, whether business, personal or financial, with any member of the Community Development Partnership Program Review Committee. The existence of a relationship neither enhances or disqualifies an application from being approved and funded. Click the link below to see a list of CDPP Review Committee members.

CONTACT INFORMATION

Application contact	TAMMY JASTER
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Prefix	Mrs.
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Title	Aquatic & Recreation Superintendent
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Email	tjaster@cityofbrenham.org
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Phone number	+19793377250
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Alternate phone number	+19793377246
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Organization primary contact	Dane Rau
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Prefix	Mr.
--------	-----

Title	Public Works Director
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Email	drau@cityofbrenham.org
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Phone number	+19793377407
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Alternate phone number	+19793377200
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PROJECT INFORMATION The narrative portions of the application are crucial for the review committee to understand the need for the project and the benefit to and impact on the community. Please be as descriptive as possible and cite examples of economic, cost or beautification benefits, or why the lack of funding for the project could be detrimental to the community. The review committee typically receives more than 100 applications each cycle. It is important applications are thoughtful, clear and easy to follow.

Project's physical address/location	1502 E Blue Bell Road Brenham United States 77833 US
County where project will be located	Washington
Which program area best describes the project?	Public Safety
Provide a brief description of the project	Electronic Message Board Signs to assist our Streets Dept, Fire Dept, Police Dept, during Emergencies, Disasters, Weather Issues, & Community Events
How does this project benefit the community?	The City of Brenham is looking at purchasing 2 Electronic Message Boards for usage with the Street Department, Fire Department, Police Department as well as usage during Special Events in the Downtown area and around our City. Electronic Message Boards assist in a faster and more effective communication to our visitors and our citizens. Electronic Message Boards get noticed effortlessly and are able to reach a widened target group quickly. With the growth of our community, Electronic Message Boards can be used to get Emergency notices out to drivers, alert of new stop signs, speed limit changes, and detours. Electronic Message Boards will also be useful in disaster situations for traffic flow, detours, and any emergency notices. The Fire Department and Police Department will be able to access and use the Electronic Message Boards for emergencies as well as for special events in and around the city. With Brenham hosting 15+ parades and special events annually and with the construction of new streets, buildings, roads, with the continued growth of Brenham, the Electronic Message Boards will be available to be used by many departments in a variety of situations. Allowing city personnel to implement protective signage for street closures, disasters, and a variety of other usages to protect our visitors and citizens.

How would this grant contribute to the health and development of your community and improve its attractiveness to public and private enterprises?	With the growth of our community, Electronic Message Boards can be used to get Emergency notices out to drivers, alert of new stop signs, speed limit changes, and detours. Electronic Message Boards will also be useful in disaster situations for traffic flow, detours, and any emergency notices. The Fire Department and Police Department will be able to access and use the Electronic Message Boards for emergencies as well as for special events in and around the city. With Brenham hosting 15+ parades and special events annually and with the construction of new streets, buildings, roads, with the continued growth of Brenham, the Electronic Message Boards will be available to be used by many departments in a variety of situations. Allowing city personnel to implement protective signage for street closures, disasters, and a variety of other usages to protect our visitors and citizens.
How would this grant improve the quality and quantity of services essential for the development of your community?	With Brenham hosting 15+ parades and special events annually and with the construction of new streets, buildings, roads, and with the continued growth of Brenham, the Electronic Message Boards will be available to be used by many departments in a variety of situations. Allowing city personnel to implement protective signage for street closures, disasters, weather issues (flooding) and a variety of other usages to protect our visitors and citizens.
Why is this project needed?	With the continued growth of the City and our Community, these Electronic Message Boards are needed to assist City Personnel in the Street Department, Fire Department, Police Department as well as our Main Street Department to quickly assist in a faster and more effective communication to our visitors and our citizens. Electronic Message Boards get noticed effortlessly and are able to reach a widened target group quickly. Electronic Message Boards can be used to get Emergency notices out to drivers, alert of new stop signs, speed limit changes, and detours. Electronic Message Boards will also be useful in disaster situations for traffic flow, detours, and any emergency notices.
Is this project for a new building or facility improvements?	No
Who is the property owner of the project location?	Clty of Brenham
What is the population of the community, city, county or region impacted by this project?	35805.0

Identify each community, city, county or region impacted by this project.	Brenham Residents, Washington County Residents, and visitors attracted to our community
How often will the project be open or accessible to the public?	The Electronic Message Boards will be used as often as needed to get notices out to our drivers. Potentially on a Daily Basis
Select your electric service provider	City of Brenham
PROJECT COST INFORMATION Totals and percentages in the project cost information section must match the information provided in the grant request information section of the application. Total Project Cost = Hard Costs of Project + In-Kind Contributions	
Template	Project cost summary template Please use the template provided by LCRA to calculate the project cost. It only requires six fields (in green) to be completed and auto calculates the totals and percentages for the project to verify eligibility requirements. The information provided in step four of the project cost summary should be utilized to complete the grant request information section of the application.
Project cost summary examples	\$5,000 grant request with no match \$5,000 grant request with less than 20% match \$5,000 grant request with 20% match \$25,000 grant request with 20% match \$50,000 grant request with 20% match \$50,000 grant request with more than 20% match
Project cost summary budgetsummary2024.xlsx	
Do you have vendor quotes or estimates for the project?	Yes
Upload quotes or estimates. Quotation_Sales_-_QU-0004641.pdf	
GRANT REQUEST INFORMATION The information provided in the grant request information section must match the totals and percentages in the project cost information section of the application. Reference step four (funding overview of project) of the project cost summary to complete this section of the application.	
Total project cost	36000.0
Matching contribution	Cash match

How much cash will the organization provide as a matching contribution?	11000.0
What percentage of the total project cost is the organization's matching contribution?	31.0
CDPP grant request	25000.0
Will the requested CDPP grant funds enable the completion of the project?	Yes
Does the requesting organization have a reserve/operating fund?	Yes
Is the reserve/operating fund being used for this project?	No
Please explain why the reserve/operating fund is not being used.	we will be using the 31% from our General Fund Balance to complete this project.

ADDITIONAL DETAILS

Does the project have a water conservation component such as a rainwater catchment system, low-flow toilets or xeriscaping strategies?	No
--	----

Does the project have an energy-efficient component such as solar energy, energy-efficient lighting, windows or insulation?

Yes

Please describe the energy-efficient component(s) of your project.

The NEW Electronic Message Boards are equipped with Solar LED Lighting. Over the past few decades, we have witnessed a remarkable transformation in the field of lighting technology. Traditional incandescent bulbs, notorious for their inefficiency and short lifespan, have slowly been phased out. In their place, energy-efficient and long-lasting LED Lights have taken center stage. One of the biggest advantages of LED Lights is their incredible energy efficiency. Compared to the traditional incandescent bulbs, LED Lights consume substantially less energy to produce the same level of brightness. LEDs are known to be more than 80% more efficient. Overall, solar lights offer many advantages over traditional lights, including energy efficiency, low maintenance, easy installation, cost-effectiveness, versatility, environmental friendliness, and safety.

Is there anything else you want the Review Committee to know about this grant proposal?

Electronic Message Boards allows police departments, emergency management agencies, public works, schools and universities, health departments, stadiums and more to inform the public and direct traffic. Some common usages would be public safety reminders, road closures and traffic changes, traffic safety reminders for impaired driving, distracted driving, speeding and other unsafe driving behaviors, guidance around parking lots and campuses, notices of inclement weather just to name a few.

Electronic Message Boards are proven to be effective when it comes to slowing down drivers who are unfamiliar with the road they're driving on. Even drivers who were only somewhat paying attention to message on the road tend to slow down. Electronic Message boards are useful in so many different kinds of situations, and their versatility, effectiveness, remote operation, and mobility make them the best choice for communities where you have to display messages to inform the public, assisting in making our growing city, our community a safer place.

REQUIRED DOCUMENTATION

IRS determination letter

[SALES_TAX_EXEMPTION_FORM.pdf](#)

Financial or bank statements

[CITY_OF_BRENHAM_FY22_ANNUAL_FINANCIAL_STATEMENTS.pdf](#)

[COB_IRS_DET_LETTER_4076C_091523.pdf](#)

[NOV_2023_COB_BALANCE_SHEET-GEN_FND.pdf](#)

ADDITIONAL INFORMATION

Photographs

[EMB_signage.png](#)

[EMB3.png](#)

Additional documentation

[Amsig_CMS-T331.pdf](#)



CMS-T331

PORTABLE CHANGEABLE MESSAGE SIGN CHARACTER MATRIX

3 Lines x 8 Characters

CATALOG NO: AMS30065209



GENERAL SPECIFICATIONS

The CMS-T331 from American Signal Company represents the latest advances in changeable message signs utilizing all-LED technology. The ability to furnish timely, pertinent, and dynamic traffic information to the motorist via alphanumeric text and/or graphic displays provides the engineer with a measure of traffic control, incident management, and congestion mitigation unmatched by other informational systems.

The CMS-T331 is a full size, three line, programmable changeable message sign utilizing all-LED display technology, is trailer mounted, provides for solar charging of the primary power supply batteries, and optionally may be remotely operable and/or interfaced with radar for use in traffic calming applications. The sign is capable of displaying one, two, or three line alphanumeric messages with each line comprised of eight individual display panels. Additionally, the CMS-T331 is available with a full color screen and QWERTY keyboard and can be integrated with other ITS field equipment.

FEATURES

- Character Matrix
- 3 Lines x 8 Discrete Characters
- Minimum 30 day battery run time
- 18" High Characters
- Up to 8 Characters per line
- 2 Font sizes: 4x7 , 5x7
- NTCIP Compliant
- +1,000' Legibility
- 4,800' Viewability

OPTIONS

- Cellular (CDMA / IXRTT , GSM / GPRS)
- WiFi
- Landline or Ethernet (TCP / IP) Options
- GPS
- Radar Overspeed Detection
- Queue Detection
- VoiceStar™ Highway Advisory Radio
- AIMSTAR™ Adjustable Solar Assembly
- Radar Data Logging & Graphing
- CCTV
- Expanded solar / battery bank

MESSAGING AND LEGIBILITY

The CMS-T331 has the memory capacity to retain 200 pre-programmed messages, 200 user-generated messages, and 250 message sequences (up to 10 pages / sequence). The brightness, or intensity, of the LED portion of the display is regulated automatically via a photosensitive circuit that adjusts the LED intensity in response to ambient illumination, thus assuring superior visibility and legibility under all lighting conditions.



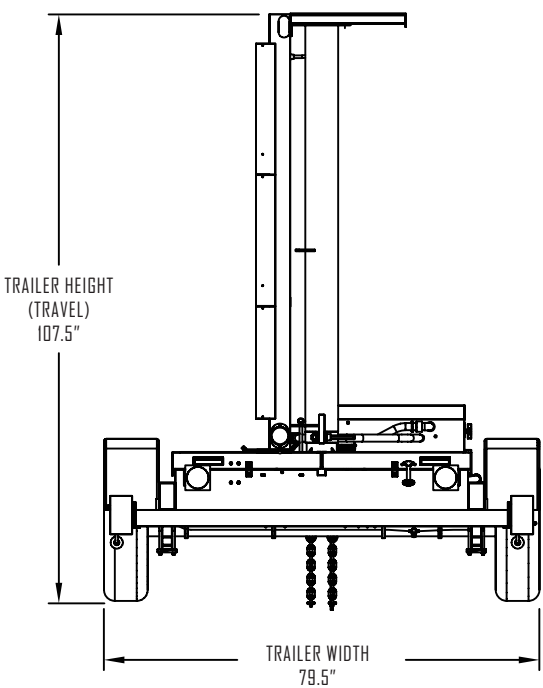
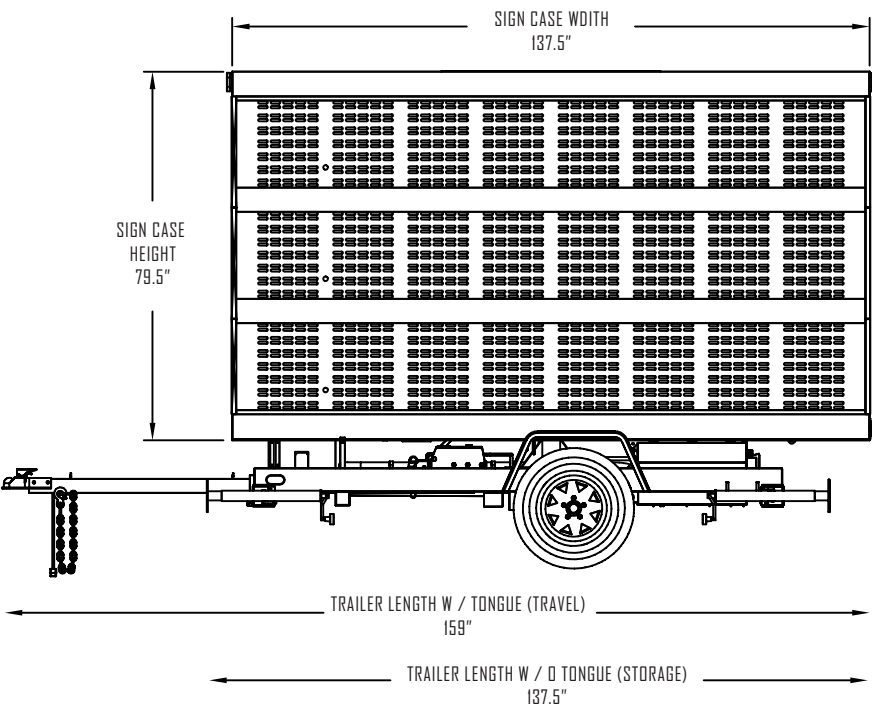
2755 Bankers Industrial Dr. Atlanta, Ga 30360
VOICE: 770.448.6650 FAX: 770.448.8970
info@amsig.com / www.amsig.com



CMS-T331

PORTABLE CHANGEABLE MESSAGE SIGN

CATALOG NO: AMS30065209



PHYSICAL / MECHANICAL

• Height (raised)	163.5" / 4.1m
• Height (storage)	107.5" / 2.7m
• Length (tongue)	159" / 4.0m
• Length (w/o tongue)	137.5" / 3.5m
• Width	79.5" / 2.0m
• Sign Case Width	137.5" / 3.5m
• Sign Case Height	79.5" / 2.0m

ELECTRICAL / DISPLAY

• Matrix Type	Discrete Character Matrix
• LEDs Per Pixel	4
• Angularity	30 Degrees
• Speed-Variable Timing	.10 sec increments
• Matrix Size	21 Rows x 40 Columns
• LED Color	590 nm ITE Amber / Yellow
• Character Size	18"

SOLR™ PRIMARY POWER OPTION

• Battery Life	30 Day standard, expanded battery bank optional
• Land Power	On-board charger

CONTROL / OPERATION

• Pre-Programmed Messages	200
• User-Defined Messages	200
• Message Sequences	250
• Control Panel Display	Backlit LCD

CHARACTER FONTS

Pixel Matrix	Normal Height	Characters Per Line	Lines Sign Face
4 x 7	18"	8	3
5 x 7	18"	8	3



City Council Regular Meeting
AGENDA ITEM 6

Agenda Item: Discussion and Presentation of the City of Brenham Police Department's 2023 Racial Profiling Report

Meeting Date: April 18, 2024

Department: Police

Staff Contact: Lloyd Powell, Interim Chief of Police

SUMMARY STATEMENT:

Comprehensive breakdown of the 2023 racial profiling report.

ATTACHMENTS:

1. Racial Profiling Report 2023

RECOMMENDATION:

No action required - discussion only.



Brenham Police Department's 2023 Racial Profiling Report

Prepared by: Sgt. Steven Eilert

Brenham Police Department

Racial Profiling Report

January 2023 – December 2023

Total Traffic Stops

Total: 10609

Location of Stop

City Street	6158	58.05%
US Highway	3591	33.85%
County Road	47	00.44%
State Highway	761	07.17%
Private Property	<u>52</u>	<u>00.49%</u>

Total: 10609

100.00%

Was race known prior to stop

Yes	75	00.71%
No	<u>10534</u>	<u>99.29%</u>

Total: 10609

100.00%

Race or Ethnicity

Alaska Native/American Indian	12	00.10%
Asian/Pacific Islander	215	02.03%
Black	2670	25.17%
White	5130	48.36%
Hispanic/Latino	<u>2582</u>	<u>24.34%</u>

Total: 10609

100.00%

Gender

Female	3965	37.37%
Male	<u>6644</u>	<u>62.63%</u>

Total: 10609

100.00%

Brenham Police Department

Gender

Female

Alaska Native/American Indian	2	00.05%
Asian/Pacific Islander	67	01.69%
Black	1083	27.31%
White	2081	52.49%
Hispanic/Latino	<u>732</u>	<u>18.46%</u>

Total: 3965 100.00%

Male

Alaska Native/American Indian	10	00.15%
Asian/Pacific Islander	148	02.23%
Black	1587	23.89%
White	3049	45.89%
Hispanic/Latino	<u>1850</u>	<u>27.84%</u>

Total: 6644 100.00%

Reason for Stop

Violation of Law

Alaska Native/American Indian	1	00.21%
Asian/Pacific Islander	8	01.66%
Black	110	22.82%
White	247	51.24 %
Hispanic/Latino	<u>116</u>	<u>24.07%</u>

Total: 482 100.00%

Preexisting Knowledge

Alaska Native/American Indian	0	00.00%
Asian/Pacific Islander	5	01.53%
Black	109	33.33%
White	119	36.39%
Hispanic/Latino	<u>94</u>	<u>28.75%</u>

Total: 327 100.00%

Brenham Police Department

Moving Traffic Violation

Alaska Native/American Indian	4	00.09%
Asian/Pacific Islander	132	03.08%
Black	941	21.99%
White	2239	52.33%
Hispanic/Latino	<u>963</u>	<u>22.51%</u>

Total: 4279 100.00%

Vehicle Traffic Violation

Alaska Native/American Indian	7	00.13%
Asian/Pacific Islander	70	01.27%
Black	1510	27.35%
White	2525	45.73%
Hispanic/Latino	<u>1409</u>	<u>25.52%</u>

Total: 5521 100.00%

Total for all reason for stop: 10,609

Was a search conducted: YES

Alaska Native/American Indian	0	00.00%
Asian/Pacific Islander	0	00.00%
Black	153	51.69%
White	66	22.30%
Hispanic/Latino	<u>77</u>	<u>26.01%</u>

Total: 296 100.00%

Was a search conducted: NO

Alaska Native/American Indian	12	00.12%
Asian/Pacific Islander	215	02.08%
Black	2517	24.41%
White	5064	49.10%
Hispanic/Latino	<u>2505</u>	<u>24.29%</u>

Total: 10313 100.00%

Total for searches conducted and not conducted: 10,609

Brenham Police Department

Reason for Search

Consent

Alaska Native/American Indian	0	00.00%
Asian/Pacific Islander	0	00.00%
Black	3	20.00%
White	4	26.67%
Hispanic/Latino	<u>8</u>	<u>53.33%</u>

Total: 15 100.00%

Contraband

Alaska Native/American Indian	0	00.00%
Asian/Pacific Islander	0	00.00%
Black	2	66.67%
White	1	33.33%
Hispanic/Latino	<u>0</u>	<u>00.00%</u>

Total: 3 00.00%

Probable Cause

Alaska Native/American Indian	0	00.00%
Asian/Pacific Islander	0	00.00%
Black	147	54.24%
White	58	21.41%
Hispanic/Latino	<u>66</u>	<u>24.35%</u>

Total: 271 100.00%

Inventory

Alaska Native/American Indian	0	00.00%
Asian/Pacific Islander	0	00.00%
Black	1	33.33%
White	2	66.67%
Hispanic/Latino	<u>0</u>	<u>00.00%</u>

Total: 3 100.00%

Incident to arrest

Alaska Native/American Indian	0	00.00%
Asian/Pacific Islander	0	00.00%
Black	0	00.00%
White	1	20.00%
Hispanic/Latino	<u>3</u>	<u>80.00%</u>

Total: 4 100.00%

Total for searches conducted: 296

Brenham Police Department

Was contraband discovered

Yes

Alaska Native/American Indian	0	00.00%
Asian/Pacific Islander	0	00.00%
Black	123	50.62%
White	58	23.87%
Hispanic/Latino	<u>62</u>	<u>25.51%</u>

Total: 243 100.00%

No

Alaska Native/American Indian	0	00.00%
Asian/Pacific Islander	0	00.00%
Black	30	56.60%
White	8	15.10%
Hispanic/Latino	<u>15</u>	<u>28.30%</u>

Total: 53 100.00%

Total of contraband discovered and not discovered: 296

Description of contraband

Drugs

Alaska Native/American Indian	0	00.00%
Asian/Pacific Islander	0	00.00%
Black	104	55.03%
White	41	21.69%
Hispanic/Latino	<u>44</u>	<u>23.28%</u>

Total: 189 100.00%

Weapons

Alaska Native/American Indian	0	00.00%
Asian/Pacific Islander	0	00.00%
Black	1	100.00%
White	0	00.00%
Hispanic/Latino	<u>0</u>	<u>00.00%</u>

Total: 1 100.00%

Currency

Alaska Native/American Indian	0	00.00%
Asian/Pacific Islander	0	00.00%
Black	0	00.00%
White	1	100.00%
Hispanic/Latino	<u>0</u>	<u>00.00%</u>

Total: 1 100.00%

Brenham Police Department

Alcohol

Alaska Native/American Indian	0	00.00%
Asian/Pacific Islander	0	00.00%
Black	5	31.25%
White	6	37.50%
Hispanic/Latino	5	31.25%

Total: 16 100.00%

Stolen Property

Alaska Native/American Indian	0	00.00%
Asian/Pacific Islander	0	00.00%
Black	1	100.00%
White	0	00.00%
Hispanic/Latino	0	00.00%

Total: 1 100.00%

Other

Alaska Native/American Indian	0	00.00%
Asian/Pacific Islander	0	00.00%
Black	12	34.29%
White	10	28.57%
Hispanic/Latino	13	37.14%

Total: 35 100.00%

Result of Stop

Verbal Warning

Alaska Native/American Indian	0	00.00%
Asian/Pacific Islander	0	00.00%
Black	0	00.00%
White	0	00.00%
Hispanic/Latino	0	00.00%

Total: 0 00.00%

Written Warning

Alaska Native/American Indian	8	00.11%
Asian/Pacific Islander	128	01.79%
Black	1783	24.89%
White	3930	54.87%
Hispanic/Latino	1314	18.34%

Total: 7163 100.00%

Brenham Police Department

Citation

Alaska Native/American Indian	4	00.12%
Asian/Pacific Islander	87	02.69%
Black	782	24.19%
White	1139	35.23%
Hispanic/Latino	<u>1221</u>	<u>37.77%</u>

Total: 3233 100.00%

Written Warning and Arrest

Alaska Native/American Indian	0	00.00%
Asian/Pacific Islander	0	00.00%
Black	59	53.64%
White	22	20.00%
Hispanic/Latino	<u>29</u>	<u>26.36%</u>

Total: 110 100.00%

Citation and Arrest

Alaska Native/American Indian	0	00.00%
Asian/Pacific Islander	0	00.00%
Black	42	42.86%
White	38	38.78%
Hispanic/Latino	<u>18</u>	<u>18.36%</u>

Total: 98 100.00%

Arrest

Alaska Native/American Indian	0	00.00%
Asian/Pacific Islander	0	00.00%
Black	4	80.00%
White	1	20.00%
Hispanic/Latino	<u>0</u>	<u>00.00%</u>

Total: 5 100.00%

Total for all result of stop: 10609

Arrest based on

Violation of Penal Code

Alaska Native/American Indian	0	00.00%
Asian/Pacific Islander	0	00.00%
Black	85	47.48%
White	55	30.73%
Hispanic/Latino	<u>39</u>	<u>21.79%</u>

Total: 179 100.00%

Brenham Police Department

Violation of Traffic Law

Alaska Native/American Indian	0	00.00%
Asian/Pacific Islander	0	00.00%
Black	2	50.00%
White	0	00.00%
Hispanic/Latino	2	50.00%

Total: 4 100.00%

Violation of City Ordinance

Alaska Native/American Indian	0	00.00%
Asian/Pacific Islander	0	00.00%
Black	0	00.00%
White	1	100.00%
Hispanic/Latino	0	00.00%

Total: 1 100.00%

Outstanding Warrant

Alaska Native/American Indian	0	00.00%
Asian/Pacific Islander	0	00.00%
Black	18	62.07%
White	5	17.24%
Hispanic/Latino	6	20.69%

Total: 29 100.00%

Was Physical Force Used Resulting in Bodily Injury:

Yes

Alaska Native/American Indian	0	00.00%
Asian/Pacific Islander	0	00.00%
Black	0	00.00%
White	0	00.00%
Hispanic/Latino	0	00.00%

Total:0 00.00%

No

Alaska Native/American Indian	12	00.11%
Asian/Pacific Islander	215	02.03%
Black	2670	25.16%
White	5130	48.36%
Hispanic/Latino	2582	24.34%

Total: 10609 100.00%

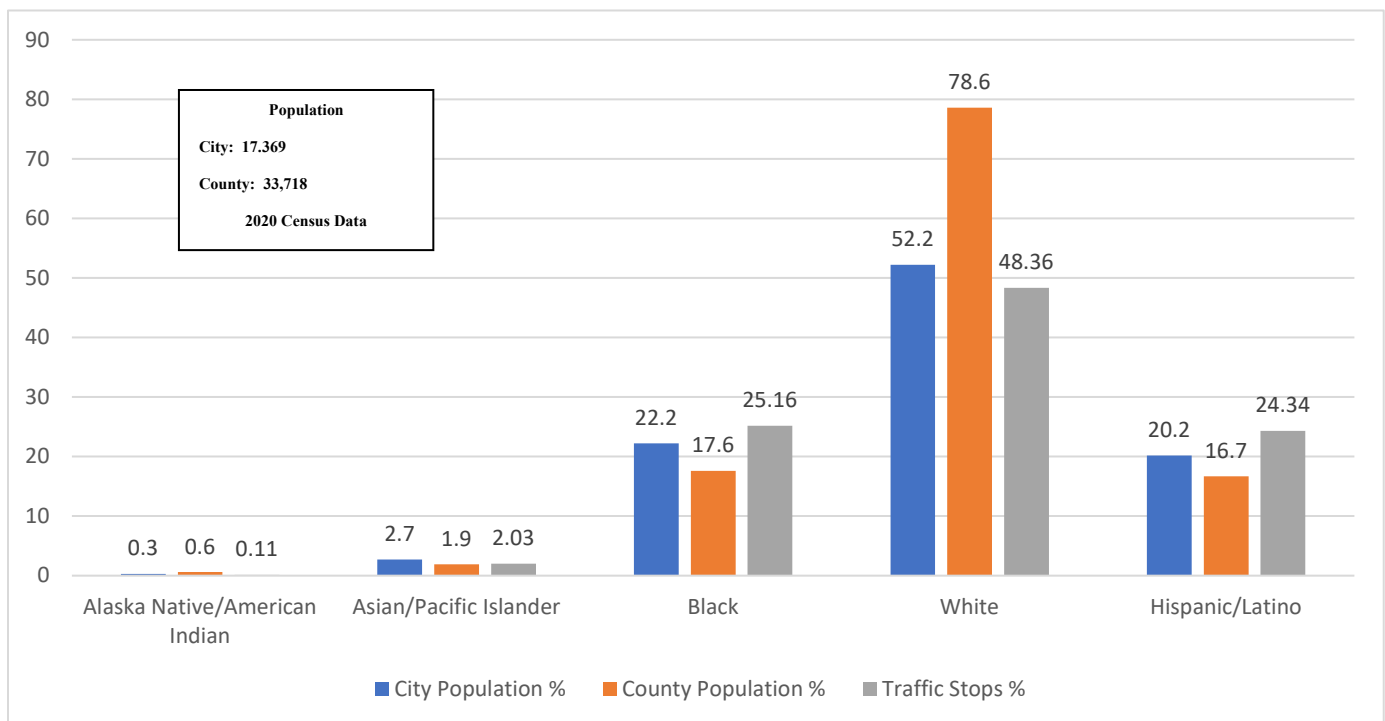
Brenham Police Department

Total Number of Racial Profiling Complaints: 1

Resulted in Disciplinary Action: 0

Did not result in disciplinary action: 1

Comparative Analysis 2023



The demographic (population comparison City Population %, County Population %, Traffic Stops %) breakdown of the population in and around Washington County should be considered as well. Brenham is the county seat of Washington County and the hub of activity and trade. A very large number of traffic stops are made on individuals that do not reside in Brenham or Washington County. Blinn College also brings in a significant population of different demographics at different times throughout the year. This city experiences many commuters because of its location between the Houston and the Austin areas. The information used for comparison is obtained from the United States Census Bureau webpage for the city population and county population. There was no indication of racial profiling occurring during the agencies 2023 traffic stops.



City Council Regular Meeting
AGENDA ITEM 7

Agenda Item: Discussion and Presentation on the City of Brenham Charter Article I, Incorporation; Form of Government; Boundaries, and Article II, Powers

Meeting Date: April 18, 2024

Department: Administration

Staff Contact: Jeana Bellinger, City Secretary

SUMMARY STATEMENT:

This Work Session will be the first of many as staff prepares for a Charter Election in May 2025. At this meeting, staff will provide the City Council with a review of Article I (Incorporation; Form of Government; Boundaries) and Article II (Powers).

ATTACHMENTS:

1. Charter Presentation
2. Article I - Redline
3. Article II - Redline

RECOMMENDATION:

No action required - discussion only.



City of Brenham Charter Review

A Presentation From The
Office of the City Secretary
April 18, 2024

1

2024 Charter Review Process

1. City Secretary and City Attorney will review each Article
2. Any suggested changes will be brought to City Council in a Work Session for discussion
3. Once wording is finalized, City Secretary and City Attorney will prepare Proposition wording for the ballot
4. Each Proposition will be brought back to City Council for final approval

2

One Article At A Time..

- Article I: Incorporation; Form of Government; Boundaries
 - 2 sections
 - 2 reserved sections
- Article II: Powers
 - 10 sections
 - 3 reserved sections



3

Cities of Reference

City	Population	Last Charter Update
Addison	17,012	2021
Bay City	17,882	2019
Boerne	19,109	2020
Kerrville	23,831	2019
Manor	18,285	2007
Seagoville	18,805	2022

*City of College Station (Pop.120,019) will also be used as a reference City.
Their Charter was last updated in 2021.*

4

2015 – Proposition No. 18

- Approved by the voters: 611 to 73
- Periodic review of the Charter:
 - Not less than 2 years; no more than 5 years
- Allow City Council, by Ordinance, to:
 - Renumber, revise titles and rearrange parts of the Charter
 - Correct errors in spelling, grammar, cross-references and punctuation
- Incorporated into the Charter in Article VII, Section 4

5

Changing the Title of the Charter

- The Charter is currently titled “Special Charter”
- Title should be changed to “Home Rule Charter”
- As stated in Article VII, Section 4, this change will be presented to the City Council via Ordinance (Proposition No. 18)

6

Article I: Incorporation, Form of Government; Boundaries

- Annexation laws changed in 2019 requiring that annexations be approved by the voters, except in very specific circumstances
- Section 2 should be amended to indicate that the City will annex in accordance with federal, state or other laws

7

Article II: Powers

- Sections 1 and 2 both have grammatical errors that need to be corrected
 - Section 1: Adding the word “its” to the last sentence
 - Section 2: Capitalization of the word “city”
- As stated in Article VII, Section 4, these changes will be presented to the City Council via Ordinance (Proposition No. 18)

8



9

**CITY OF BRENHAM
CHARTER**

**ARTICLE I. - INCORPORATION; FORM OF GOVERNMENT;
BOUNDARIES**

Sec. 1. - Incorporation.

The inhabitants of the City of Brenham, in Washington County, Texas, as the boundaries and limits in said City now are or may hereafter be established, shall be and are hereby constituted a body politic and corporate by the name of the City of Brenham and as such shall have perpetual succession, may use a corporate seal and sue and be sued.

Sec. 2. - Boundaries.

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

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Secs. 3, 4. - Reserved.

CITY OF BRENHAM CHARTER

ARTICLE II. - POWERS

Sec. 1. - Powers generally.

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

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

Sec. 2. - Rights reserved.

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

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Sec. 3. - Local self-government.

The City of Brenham shall possess and may exercise the full power of local self-government. It may hold, by gift, deed, devise, or otherwise, any character of property, including any charitable or trust fund, and subject to and within the limits of superior law may act in perpetual succession as a body politic.

Sec. 4. - Enumerated powers.

For greater certainty, the following are hereby especially enumerated and referred to as being among the other powers which are hereby conferred upon and which may be exercised by the City of Brenham, to-wit:

- A. All of the powers conferred upon cities and towns by Title 22 of the Revised Civil Statutes of Texas, 1911, except as may hereafter be denied, limited or extended, are

hereby conferred upon the City of Brenham as fully and completely as if such powers were herein separately enumerated.

- B. All powers, privileges and immunities conferred upon cities of more than five thousand inhabitants, by Section 4 of Chapter 147, Acts of the 33rd Legislature, General Laws Regular Session, at Page 310 to 316, entitled, "An Act Authorizing Cities Having More Than Five Thousand Inhabitants, by a Majority Vote of the Qualified Voters of said City, at an Election Held for the Purpose to Adopt and Amend their Charters", etc.; and such powers are hereby conferred upon the City of Brenham as fully and completely as if each of said mentioned powers were herein separately enumerated; but enumeration of special powers herein, or in the Statutes referred to, shall not be held or construed to preclude the City from exercising all powers of local government not inhibited by the Constitution and Laws of the State of Texas, or by special limitations in this Charter contained, the purpose of this Charter being to enlarge upon the power extended by the general laws of cities incorporated thereunder, and to secure to the City of Brenham, all the powers conferred by the Constitution and Laws of this State upon cities having more than five thousand inhabitants.

Secs. 5, 6. - Reserved.

Sec. 7. - Ownership of public utilities.

Said City shall have the power to buy, own, construct, and to maintain and operate, within or without the City limits the following public utilities: water systems, gas systems, electric systems, telephone, radio or television systems, street railways, sewer systems, sewage plants, fertilizing plants, municipal bus or railway terminals, or garbage systems, and to demand and receive compensation for service furnished by the City for private purposes and otherwise, and to have the power to regulate, by ordinance, the collection of compensation for such service. That said City shall have the power to acquire by lease, purchase or condemnation, the property of any person, firm or corporation, now or hereafter conducting any such business, for the purpose of distributing such service throughout the City, or any portion thereof; provided the City shall never purchase or sell any such public utility without first submitting the same to a vote of the qualified voters of the City and further provided that no vote shall be required where the City leases the operation of a public utility to a private party.

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

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

Sec. 9. - Operation and maintenance of public utility.

In the event said City shall acquire by purchase, gift, devise, deed, condemnation or otherwise, any water-works system, electric-light or power system, gas system, street-railway

Redline to City Council on April 18, 2024

system, telephone system, sewer systems, garbage collection or any other public service utility to operate and maintain for the purpose of serving the inhabitants of said City, the right to operate and maintain such public service utility so acquired shall be exclusive as Council may provide by ordinance.

Sec. 10. - Powers of local self-government.

It is contemplated and intended by the adoption of this Charter to confer, and is hereby conferred, upon the City of Brenham, the full power of local self-government and the enumeration of and reference to the powers hereinabove made, or that hereinafter may be made, shall never be construed to preclude, by implication or otherwise, the said City of Brenham from exercising any and all powers incident to the full enjoyment of local self-government provided that such powers shall not be inhibited by the Constitution of the State of Texas.

Sec. 11. - Reserved.



City Council Regular Meeting
AGENDA ITEM 8

Agenda Item: **Section 551.072 - Texas Government Code - Deliberation
Regarding Real Property - Deliberation Related to the Sale of
Approximately 0.0143 Acres to TXDOT for the US Highway 290
Cloverleaf Project (RCSJ No. 0114-09-096) in Brenham,
Washington County, Texas**

Meeting Date: April 18, 2024

Department: Administration

Staff Contact: Carolyn Miller, City Manager

SUMMARY STATEMENT:

To be discussed in Executive Session.

ATTACHMENTS:

None

RECOMMENDATION:

As discussed in Executive Session.



City Council Regular Meeting
AGENDA ITEM 9

Agenda Item: Discuss and Possibly Act Upon the Sale of Approximately 0.0143 Acres of Land to TXDOT for the US Highway 290 Cloverleaf Project in Brenham, Washington County, Texas and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: April 18, 2024

Department: Administration

Staff Contact: Carolyn Miller, City Manager

SUMMARY STATEMENT:

As discussed in Executive Session.

ATTACHMENTS:

None

RECOMMENDATION:

Approve the sale of approximately 0.0143 acres of land to TXDOT for the US Highway 290 Cloverleaf Project in Brenham, Washington County, Texas and authorize the Mayor to execute any necessary documentation.