



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, DECEMBER 2, 2021 AT 01:00 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 - Mayor Milton Y. Tate, Jr.**
- 3. Service Recognitions**
 - ♦ Alex Saenz, Police Department - 5 Years**
- 4. Proclamations**
 - ♦ 125th Anniversary of the Fortnightly Club**
- 5. Citizens Comments**

CONSENT AGENDA

- 6. Statutory Consent Agenda**

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

 - 6-a. Approve the Minutes from the November 4, 2021 Regular City Council Meeting**
 - 6-b. Approve a Noise Variance from St. Mary's Catholic Church for a Reception to be Held on December 8, 2021 from 6:30 p.m. to 8:30 p.m. and Authorize the Mayor to Execute Any Necessary Documentation**
 - 6-c. Approve an Ordinance on Its First Reading Amending the FY2020-21 Adopted Budget**

- 6-d. Approve Renovations to Brenham Fire Station No. 1 and Associated Structures by CR Systems, Inc. Through The Interlocal Purchasing System (TIPS) Contract No. 18110 in the Amount of \$131,543.00 and Authorize the Mayor to Execute Any Necessary Documentation**

PUBLIC HEARING AND ASSOCIATED ACTION ITEM

- 7. 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 on Property Currently Addressed as 405 Martin Luther King, Jr. Parkway to Allow for a Accessory Dwelling Unit in the Mixed Residential (R2) Zoning District Located Generally on the South Side of Martin Luther King, Jr. Parkway and Two Lots West of Baber Street and Three Lots East of Rippetoe Street and Further Described as Lot 7A of the Rippetoe's Addition in Brenham, Washington County, Texas (Case No. P-21-027)**

REGULAR SESSION

- 8. Discuss and Possibly Act Upon Resolution No. R-21-033 to Repeal Resolution No. R-21-022 Authorizing the Publication of Notice of Intention to Issue Certificates of Obligation, Series 2021**
- 9. Discuss and Possibly Act Upon Resolution No. R-21-034 Authorizing the Publication of Notice of Intention to Issue Certificates of Obligation, Series 2022**
- 10. Discuss and Possibly Act Upon Resolution No. R-21-035 Regarding the Election of Members to the Board of Directors of the Washington County Appraisal District**
- 11. Discuss and Possibly Act Upon Resolution No. R-21-036 Adopting New Policies and Procedures for City of Brenham Boards and Commissions**
- 12. Discuss and Possibly Act Upon a Land Lease Agreement with Egidiosky LLC dba Skydive Freedom for a Parachute Landing Zone at the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation**
- 13. Discuss and Possibly Act Upon Change Order No. 2 and Final Payment to Lindsey Construction, Inc. for Project No. E201-06 Related to the Raw Water Intake Repair at Lake Somerville and Authorize the Mayor to Execute Any Necessary Documentation**
- 14. Administrative/Elected Officials Report**
-

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

EXECUTIVE SESSION

15. **Section 551.071 Texas Government Code - Consultation with Attorney - Consultation with City Attorney Regarding City of Brenham v. WTG Gas Marketing, Inc.; Cause No. 37573; 335th Judicial District Court, Washington County, Texas**

RE-OPEN REGULAR SESSION

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 December 02, 2021 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, November 29, 2021 at 10:15 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 _____, 2021 at _____ AM PM.

Signature

Title

PROCLAMATION

WHEREAS, In November 1895, Mrs. R.E. Luhn, Mrs. H.C. McIntyre, and Mrs. J. M. Key discussed forming a literary club, made a list of like-minded friends, and invited them to join the group; and

WHEREAS, The fourteen charter members of The Fortnightly Literary Club of Brenham held the first organizational meeting on December 8, 1895, with Mrs. Luhn elected as President. In the early years, the group studied music, poets, and history. In 1899, the group joined other clubs in Texas within the Texas Federation and in 1914 became affiliated with the international General Federation of Women's Clubs; and

WHEREAS, The foremost work of the Texas Federation was establishing libraries; therefore, the members of the Brenham club began working toward a public library for Brenham. On February 19, 1901, with donated space behind the Giddings and Giddings Bank, 1,000 donated books, and the club members serving as librarians, the library was established; and

WHEREAS, The Fortnightly Club of Brenham has continued providing programs of enrichment and enlightenment for its membership and has maintained its commitment to the library as a center of knowledge, literacy, and technology;

NOW, THEREFORE, I, Milton Y. Tate Jr., Mayor of the City of Brenham, do hereby proclaim December 8, 2021 as

Commemorating the 125th Anniversary of the Fortnightly Club of Brenham

In Witness, Whereof, I have set my hand and affixed the Seal of Brenham.

Milton Y. Tate Jr., Mayor
City of Brenham

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on November 4, 2021 beginning at 1:00 p.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members Present:

Mayor Milton Y. Tate, Jr.
Mayor Pro Tem Clint Kolby
Councilmember Shannan Canales
Councilmember Leah Cook
Councilmember Atwood Kenjura
Councilmember Adonna Saunders
Councilmember Albert Wright

Members Absent:

None

City of Brenham Staff present:

Interim City Manager/Chief Financial Officer Carolyn Miller; City Attorney Cary Bovey; City Secretary Jeana Bellinger; Deputy City Secretary Karen Stack; Director of Finance Controller Stacy Hardy; Human Resources Director Susan Nienstedt; Strategic Budget Officer Debbie Gaffey; Tourism and Marketing Director Jennifer Eckermann; Kevin Boggus; Police Chief Ron Parker; Director of Public Works Dane Rau; Aquatics Supervisor Tammy Jaster; Water/Wastewater Construction Superintendent Shawn Bolenbarr; Director of Development Services Stephanie Doland; Project Planner Shauna Laauwe; Director of Public Utilities Alton Sommerfield; Director of Economic Development Susan Cates , Interim Fire Chief / Fire Marshal Roger Williams

Citizens/Others Present:

Keith Hankins; Paige Keaton; Hon. Suzanna Hupp; Rick Berlin

Media Present:

Alyssa Faykus, Brenham Banner Press; and Josh Blaschke, KWHI

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

3. Citizens Comments

No citizens comments were heard.

4. Service Recognitions

- Alex Dill: Tourism and Marketing, 5 years
- Jeana Bellinger: Administration, 15 years
- Stacy Hardy: Finance, 15 years

5. Special Recognition

- First Baptist Church School - Ms. Shroeder's Second Grade Class

CONSENT AGENDA

6. Statutory Consent Agenda

6-a. Approve the Minutes from the October 14, 2021 Regular City Council Meeting

6-b. Approve Ordinance No. O-21-030 on Its Second Reading Amending the City of Brenham Code of Ordinances, Appendix A: Zoning, Part I, Section 5.02 – Definitions, to Add a Definition for Food Truck Park, Food Truck Site, and Mobile Kitchen, and Amending Appendix A, Part II, Division 1, Section 18 – Food Truck Park to Establish Standards Related to the Development of Such Uses and Amending Appendix A, Part 2, Division 2 – Zoning District Regulations, to Allow the Use of A Food Truck Park by Specific Use Permit in the B-1, B-2, B-3 and B-4 Zoning Districts

6-c. Approve Ordinance No. O-21-031 on Its Second Reading Amending the City of Brenham Code of Ordinances, Chapter 9 – Food and Food Establishments, Providing For Standards For The Operation of Fixed, Mobile, and Temporary Food Establishments; and Amending Chapter 16 – Occupational Licenses and Business Regulations to Amend Standards Pertaining to the Application and Issuance of Licenses for Solicitors, Peddlers and Itinerant Vendors

6-d. Approve a Noise Variance for a Pop-Up Play Day to be Held on Saturday, November 13, 2021 from 10:00 a.m. to 12:00 p.m. at Jerry Wilson Park and Authorize the Mayor to Execute Any Necessary Documentation

6-e. Approve the City of Brenham 2022 Holiday Calendar and Authorize the Mayor to Execute Any Necessary Documentation

6-f. Approve the Purchase of a 2023 MV607 SBA International Dump Truck for the City of Brenham Water Construction Department from Hermann International Through Sourcewell Contract No. 060920-NVS In the Amount of \$90,840.00 and Authorize the Mayor to Execute Any Necessary Documentation

A motion was made by Councilmember Kenjura and seconded by Councilmember Wright to approve the Statutory Consent Agenda Items 6.a. thru 6.f. as presented.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Clint Kolby	Yes
Councilmember Shannan Canales	Yes
Councilmember Leah Cook	Yes
Councilmember Atwood Kenjura	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

PUBLIC HEARING

7. Public Hearing, Discussion and Presentation Related to Right-Of-Way Encroachment Agreements Associated with Mobile Kitchens in Downtown Brenham

Mayor Tate opened the Public Hearing.

Director of Development Services Stephanie Doland presented this item to Council. Doland explained on September 2, 2021, a final Task Force meeting was held to review the final draft ordinance amendments and discuss any further revisions to the policies and standards pertaining to mobile kitchens, fixed food establishments, permit and inspection procedures and fees, background check requirements, definitions for itinerant vendors, and to review standards pertaining to food truck parks as an allowed primary use on a non-residential property. On October 21, 2021, the Brenham City Council upheld the Planning and Zoning Commission recommendation and unanimously voted to approve (on the first reading) amendments to Appendix – A zoning to allow Food Truck Parks in accordance with adopted standards and policies.

Doland explained to the Council that currently there are two local mobile kitchens (Home Sweet Farms and Country Sunshine) and staff has met with both of them and recommend the following guidelines related to their operations:

1. Do not permit Mobile Kitchens to operate in the right-of-way.
 - (a) Country Sunshine – Place mobile kitchen on private property between Integrated Therapies Massage building and Glissman’s Gift Gallery.
 - (b) Home Sweet Farm (HSF) Market – Place mobile kitchen in the Commerce Street parking lot Wednesday through Sunday (for a period of three years).
2. Grandfather existing two downtown businesses Country Sunshine and HSF Market to *operate* Mobile Kitchens in the right-of-way *only while in service*. No overnight parking would be permitted. License agreement required.

3. Issue license agreements grandfathering storage in the adjacent right-of-way:
 - a. Country Sunshine to operate and store their Mobile Kitchen Wednesday through Sunday in the adjacent street right-of-way (parallel parking space).
 - b. HSF Market to operate and store their Mobile Kitchen in the South Park Street right-of-way Wednesday through Sundays.

Councilmember Canales questioned whether the vendors general liability insurance should be \$1,000,000 of coverage. City Attorney Cary Bovey agreed and stated that any license agreement with these vendors should reflect the \$1,000,000 general liability coverage. Council expressed their support of staff's recommendation and advised to move forward with preparing license agreements for these two mobile kitchens.

No citizen comments were heard. Mayor Tate closed the Public Hearing.

WORK SESSION

8. Presentation by the Office of the Attorney General of the State of Texas and Discussion Concerning the Global Opioid Litigation Settlement and Associated Issues

City Attorney Cary Bovey presented this item to Council. Bovey explained that Texas, along with a broad coalition of states and subdivisions, has reached final agreements with four companies to resolve legal claims against for their role in the opioid crisis. Bovey stated that representatives from the Texas Attorney General's Office were in attendance to give the City Council an update on the litigation settlement.

The Hon. Suzanna Hupp and Rick Berlin from the Texas Attorney's Office presented the following information to the City Council:

- Opioids Crisis Update
- Opioids Settlements
- Offsets and Suspension of Payments
- Goals of Litigation Settlement
- How Settlement Dollars Flow into Texas
- The Texas Term Sheet and SB1827
- Estimated Allocation for Brenham is \$66,829
- Lawsuit Timeline
- Next Steps – Execute Term Sheet prior to January 2, 2022

Bovey advised the Council that they would be able to discuss the options present by Hupp and Berlin during an Executive Session item later in the meeting and take any action, if warranted.

REGULAR SESSION

9. **Discuss and Possibly Act Upon Resolution No. R-21-029 Adopting New Fees for the City of Brenham's Development Services Department Applicable to Vendors, Solicitors and Food Establishments**

Director of Development Services Stephanie Doland presented this item to Council. Doland explained City Staff was directed by Council to review and draft new standards pertaining to mobile food establishments (mobile kitchens). The request originated due to concerns from existing mobile kitchens about permitting procedures and costs as well as permitted locations to operate.

During the City Council meeting on October 21, 2021, Council unanimously voted to approve the first reading of amendments to: Chapter 9 – Food and Food Establishments; Chapter 16 – Occupational Licenses and Business Regulations; and Appendix A – Zoning.

With the proposed Ordinance amendments permit fees were removed and the proposed Resolution will re-establish permit fees. While there are no proposed changes to fees pertaining to Fixed Food Establishments, with the proposed resolution Mobile Kitchens will be granted the opportunity to receive a 45-day, 6-month and 1-year permit for \$50.00 where previously they were required to renew every 45-days (\$400 annually).

A motion was made by Mayor Pro Tem Kolby and seconded by Councilmember Canales to approve Resolution No. R-21-029 adopting new fees for the City of Brenham's Development Services Department applicable to Vendors, Solicitors and Food Establishments.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Clint Kolby	Yes
Councilmember Shannan Canales	Yes
Councilmember Leah Cook	Yes
Councilmember Atwood Kenjura	Absent
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

10. **Discuss and Possibly Act Upon a Project Proposal from Lower Colorado River Authority (LCRA) for the Five-Year Electric System Study and Authorize the Mayor to Execute Any Necessary Documentation**

Director of Public Utilities Alton Sommerfield presented this item to Council. Sommerfield explained the City of Brenham Electric Department would like to conduct a 5-year Electric Distribution Engineering System Study to be performed by LCRA engineering services. The purpose of this study is to identify necessary electric system improvements and analyze costs for budget needs, update operation manuals, evaluate Arc flash requirements, update fault duty at specific sites and identify long term investment requirements for financial planning.

Sommerfield advised Council that the last time the study was conducted was in 2004-2009. The total contract amount of this study will be \$190,000.00 to be paid over 36 monthly payments of \$5,277.78.

A motion was made by Councilmember Saunders and seconded by Mayor Pro Tem Kolby to approve the Project Proposal from Lower Colorado River Authority (LCRA), in an amount not to exceed \$190,000.00, for the five-year electric system study and authorize the Mayor to execute any necessary documentation.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Clint Kolby	Yes
Councilmember Shannan Canales	Yes
Councilmember Leah Cook	Yes
Councilmember Atwood Kenjura	Absent
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

11. Discuss and Possibly Act Upon Resolution No. R-21-030 Authorizing the Execution of an Agreement with TxDOT for the Temporary Closure of State Right of Way in Connection with the 2021 Lighted Christmas Parade to be held on Saturday, December 4, 2021

Director of Public Works Dane Rau presented this item to Council. Rau explained Closures more than four (4) hours need approval per the Texas Department of Transportation (TxDOT) agreement. The City is requesting the closure of Alamo Street from Austin Street to Ross Street and Main Street from Austin Street to Chappell Hill Street in Brenham, Texas (Washington County) from 2:00 pm until 9:00 pm on Saturday, December 4, 2021 for the annual Christmas parade.

A motion was made by Councilmember Cook and seconded by Councilmember Saunders to approve Resolution No. R-21-030 authorizing the execution of an agreement with TxDOT for the temporary closure of state right of way in connection with the 2021 Lighted Christmas Parade to be held Saturday, December 4, 2021.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Clint Kolby	Yes
Councilmember Shannan Canales	Yes
Councilmember Leah Cook	Yes
Councilmember Atwood Kenjura	Absent
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

12. Discuss and Possibly Act Upon an Ordinance on Its First Reading Authorizing and Allowing, Under the Act Governing the Texas Municipal Retirement System, 'Updated Service Credits' in Said System on an Annual Basis for Service Performed by Qualifying Members of Such System Who at the Effective Date of the Allowance Are Members of the City of Brenham; and Providing for Increased Prior and Current Service Annuities for Retirees and Beneficiaries of Deceased Retirees of the City

Human Resources Director Susan Nienstedt presented this item to Council. Nienstedt explained the Texas Municipal Retirement System (TMRS) is a significant benefit to retired, current and future employees of the City of Brenham. During several budget workshops and the Drive to 2025 Retreat, our retirement plan was identified as a priority. By adopting the TMRS annually repeating annuity increase, the City's contribution rate will increase from 10.38% to 16.64%, which is included in the adopted budget for FY2021-22. Our TMRS plan funded ratio will decrease to 78.6% which is slightly below the benchmark of 80%. Adopting this Ordinance today allows the city to uphold the intent of future COLA annuity increases for retirees and improve the competitiveness of our retirement plan.

A motion was made by Mayor Pro Tem Kolby and seconded by Councilmember Wright to act upon an Ordinance on its first reading authorizing and allowing, under the Act governing the Texas Municipal Retirement System, 'Updated Service Credits' in said system on an annual basis for service performed by qualifying members of such system who at the effective date of the allowance are members of the City of Brenham; providing for Increased Prior and Current Service Annuities for retirees and beneficiaries of deceased retirees of the City.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Clint Kolby	Yes
Councilmember Shannan Canales	Yes
Councilmember Leah Cook	Yes
Councilmember Atwood Kenjura	Absent
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

13. Administrative/Elected Officials Report

- Tourism and Marketing: Director Jennifer Eckermann provided the Council with an update on the new Datafy Visitor Study Platform.
- Blue Bell Aquatics Center (BBAC): Aquatics Superintendent provided the Council with statistics, and upcoming projects at the BBAC.

Council adjourned into Executive Session at 2:26 p.m.

EXECUTIVE SESSION

14. **Section 551.071 – Texas Government Code – Consultation with Attorney - Consultation with City Attorney Regarding the Global Opioid Litigation Settlement and Associated Issues**
15. **Section 551.071 – Texas Government Code – Consultation with Attorney - Consultation with City Attorney Regarding City of Brenham v. WTG Gas Marketing, Inc.; Cause No. 37573; 335th Judicial District Court, Washington County, Texas**

Executive Session adjourned at 2:49 p.m.

RE-OPEN REGULAR SESSION

16. **Discuss and Possibly Act Upon Resolution No. R-21-031 Approving the Texas Term Sheet (Including the Intrastate Allocation Schedule) and Subdivision Settlement Participation Forms Concerning the Global Opioid Litigation Settlement and Associated Issues**

A motion was made by Councilmember Canales and seconded by Councilmember Cook to approve Resolution No. R-21-031 approving the Texas Term Sheet (Including the Intrastate Allocation Schedule) and Subdivision Settlement Participation Forms concerning the Global Opioid Litigation Settlement and associated issues.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Clint Kolby	Yes
Councilmember Shannan Canales	Yes
Councilmember Leah Cook	Yes
Councilmember Atwood Kenjura	Absent
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary



Regular City Council
AGENDA ITEM 6-B.

Agenda Item: Approve a Noise Variance from St. Mary's Catholic Church for a Reception to be Held on December 8, 2021 from 6:30 p.m. to 8:30 p.m. and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-December 02, 2021

Department: Administration

Staff Contact: Karen Stack

SUMMARY STATEMENT:

This item is a noise variance request from St. Mary's Church for a reception to be held on Wednesday, December 8th after church services. An associated road closure has already been approved by Public Safety staff. There will be food, a slide show, and a small speaker and microphone. Due to the use of amplified sound, a noise variance is required.

ATTACHMENTS:

(1) Noise Variance Request

RECOMMENDED ACTION:

Approve a Noise Variance from St. Mary's Catholic Church for a reception to be held on December 8, 2021 from 6:30 p.m. to 8:30 p.m. and authorize the Mayor to execute any necessary documentation.

NOISE VARIANCE REQUEST

Application Fee \$10.00

1. Name of sponsoring organization: St. Mary Catholic Church
2. Name and address of individual making application on behalf of sponsoring organization: Michael Derkowski
3. Purpose of the Event: reception after religious service
4. Location of Event: 701 church St.
5. Date of the event: 12/8/21
6. Time of Event: 6:00 PM
7. Event Set-up: From: 1:00 PM To: 5:30 PM
Event Clean-up: From: 8:30 PM To: 9:30 PM
8. You are required to describe the following:
 - a) Types of Activities Planned and any additional information specific to this event: Food - slide show
 - b) Bands/Musical Instruments: _____
 - c) Sound amplification equipment: microphone w 2 small speakers (100Watt)
 - d) Cleanup provisions: volunteers

Michael Derkowski
Name of Applicant (Printed or Typed)
Michael Derkowski
Applicant or Authorized Person's Signature

Date: 12/8/21
Phone: 713-206-3399

Have you ever been found guilty of a criminal offense involving crimes against property, moral turpitude, and/or a felony by any Court? Yes ☒ No. If "Yes", please identify the offense, State of conviction and penalty imposed (attach additional sheets if necessary):



Regular City Council
AGENDA ITEM 6-C.

Agenda Item: Approve an Ordinance on Its First Reading Amending the FY2020-21 Adopted Budget

Meeting Type: Regular Meeting-December 02, 2021

Department: Finance

Staff Contact: Debra Gaffey

SUMMARY STATEMENT:

Highlights of the fifth and final amendment to the FY2020-21 budget include:

- \$429,637 in net revenue increases, including \$341,993 in budget increases for grants for the Airport Hump/Bump project (TXDOT), Rifle Resistance Body Armor Grant and FEMA proceeds for Burleson and Little Sandy. Budget reductions in Cultural Art Revenues (Simon) were offset by budget increases for hotel tax revenues, drainage fees, commercial garbage revenue, community project donations, and gas revenues for recovery of supply costs.
- \$529,664 in expenditure increases with \$295,741 needed for higher gas supply costs and attorney/consultant fees associated with the gas supply contract; \$178,139 need to complete the Airport Hump/Bump project; and \$55,783 in additional (net) budget adjustments neutralized by revenue and transfer-in/out increases and decreases.
- \$191,028 in transfers between funds of which \$142,528 was the return of unused 2020 bond proceeds, from Fund 227 Disaster Relief Fund to Fund 237 Streets/Drainage Improvement Fund, that were not needed for Burleson/Little Sandy Drainage Project and \$44,000 was for tourism and marketing activities.

ATTACHMENTS:

- (1) Memo-Summary of FY20-21 Budget Amendment #5
- (2) Ordinance for First Reading
- (3) Exhibit A

RECOMMENDED ACTION:

Approve an Ordinance in its first reading amending the FY2020-21 adopted budget.

MEMORANDUM

DATE: November 29, 2021
TO: Mayor, Council and Interim City Manager
FROM: Debra Gaffey, Strategic Budget Officer
SUBJECT: FY20-21 Budget Amendment #5
ATTACHMENT: Budget Amendment #5

1. **Purpose.** The purpose of this memorandum is to summarize FY20-21 Budget Amendment #5.
2. **Summary.** The FY20-21 Budget is being amended for the following:
 - a. Fund 106 Sanitation Fund – Net Revenue impact \$0
 - 1) Increased budgeted Commercial Garbage revenues by \$8,049.
 - 2) Increased related expenditures by \$8,049.
 - b. Fund 107 Drainage Fund – Net Revenue Impact \$0
 - 3) Increased Drainage Fund revenues \$7,737.
 - 4) Decreased budgeted fleet rental expenditures (\$5,800).
 - 5) Increased budgeted expenditures \$13,537 for Hickory Lane Drainage Improvements.
 - c. Fund 109 HOT Tax Fund – Net Revenue Impact \$0
 - 6) Recognizes favorable to budget hotel tax revenues of \$42,341 used to offset higher expenditures (see 7) and transfers-out (see 8).
 - 7) Creates a budget of \$7,341 to cover cost of service for monthly tax remittance system.
 - 8) Increases the budget for transfer-outs to Fund 249 Tourism & Promotion by \$35,000 with funds being used for the tourism and marketing activities.
 - d. Fund 123 Gas Supply Fund – Net Revenue Impact (\$224,741) decrease
 - 9) Increased budgeted pass-through revenues by \$71,000 due to higher gas prices and volumes.
 - 10) Increased the Gas Supply Cost Budget for consultant and attorney fees by \$88,440. The consultant was used to negotiate a new gas supply contract and attorney fees are for West Texas Gas Supply contract litigation.
 - 11) Increased the gas supply costs by \$207,301 due to higher summer prices and volumes from Winter Storm Uri.
 - e. Fund 203 Airport Capital Improvement Fund – Net Revenue Impact is (\$17,814) decrease
 - 12) Grant revenues were amended to reflect deferral of the Airport Master Plan into FY21-22 and to recognize revenues received from prior year carryover of the Hump/Bump Repair Project resulting in a net revenue increase of \$160,325.
 - 13) Deferred the \$225,000 budget for the Airport Master Plan Project into the next budget year.
 - 14) Created a budget of \$403,139 for completion of the Hump/Bump Repair Project which was carried over from prior year.
 - f. Fund 225 Motorcycle/PD Equipment Fund – Net Revenue Impact is \$0

- 15) Increased budgeted grant revenues by \$26,847 for receipt of the Rifle Resistant Body Armor Grant.
 - 16) Increased the budget by \$26,847 for purchase of police gear using Rifle Resistant Body Armor Grant.
 - g. Fund 227 Disaster Relief Fund – Net Revenue Impact \$0
 - 17) Increased budgeted grant revenues by \$154,821 for FEMA funds received for Burleson and Little Sandy used to offset higher expenditures (see 18) and transfers-out (see 19).
 - 18) Increased expenditures by \$12,293 for the purchase of concrete and hot mix to complete Industrial Blvd Drainage Project.
 - 19) Created a transfer-out budget of \$142,528 to Fund 237 Streets/Drainage Improvements, returning 2020 bond proceeds that were not needed for the Burleson/Little Sandy Drainage Project.
 - h. Fund 232 Donations – Net Revenue Impact \$0
 - 20) Increased budgeted expenditures for the purchase of protective body armor for Animal Control officers by \$3,692.
 - 21) Increased budgeted expenditures for park supplies by \$808.
 - 22) Created a transfer-in budget for \$4,500 received from Fund 260 Brenham Community Projects Fund.
 - i. Fund 237 Streets/Drainage Improvement – Net Revenue Impact \$142,528 increase
 - 23) Created a transfer-in budget for funds received from Fund 227 Disaster Relief Fund. Unused 2020 bond proceeds were transferred back to Fund 237.
 - j. Fund 249 Tourism & Promotion Fund – Net Revenue Impact \$0
 - 24) Reduced revenues from cultural arts programs by (\$44,000).
 - 25) Created transfer-in budgets of \$44,000 for proceeds received from Fund 109 Hotel Tax Fund and Fund 260 Brenham Community Projects Fund with funds being used for tourism and marketing activities.
 - k. Fund 260 Brenham Community Projects Fund – Net Revenue Impact \$0
 - 26) Increased revenues by \$2,517 for City of Brenham donations to help offset the increase in transfers-out (see 28).
 - 27) Decreased COVID Relief Grant expenditures by \$10,983 to offset the increase in transfers-out (see 28).
 - 28) Created transfer-out budgets totaling \$13,500 for funds moved to Fund 232 Donations Fund and Fund 249 Tourism & Marketing Fund.
3. **Questions Regarding This Memorandum** ... may be referred to the writer.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS AMENDING THE
FY2020-21 ADOPTED BUDGET; AND DECLARING AN EFFECTIVE
DATE.**

WHEREAS, the City Council of the City of Brenham, Texas has previously approved a budget for the fiscal year ending September 30, 2021, after having filed the same with the City Secretary and after holding public hearings on same, all after due notice as required by statute; and

WHEREAS, due to unforeseen circumstances and/or conditions, the City Council finds it is necessary to amend the FY2020-21 Budget for municipal purposes;

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

SECTION 1.

That the City Council of the City of Brenham, Texas, does hereby amend the budget for the City of Brenham, Texas for the fiscal year ending September 30, 2021, as shown on Exhibit A.

SECTION II.

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

PASSED and APPROVED on its first reading this the ____ day of December 2021.

PASSED and APPROVED on its second reading this the ____ day of December 2021.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

CITY OF BRENHAM
FY2020-21 ADOPTED BUDGET
BUDGET AMENDMENT #5
EXHIBIT A

FUND	AMENDMENT PAGE #	REVENUES (INC)/DEC	GRANT		ILA REVENUE (INC)/DEC	TRANSFERS-IN (INC)/DEC	OPERATING		DEBT PAYMENTS INC/(DEC)	GRANT/BOND		TRANSFERS-OUT INC/(DEC)	NET CHANGE TO FUND (INC)/DEC
			REVENUES (INC)/DEC	EXPENDITURES INC/(DEC)			CAP PROJ INC/(DEC)						
106 SANITATION FUND	1	(8,049)	-	-	-	-	8,049	-	-	-	-	-	-
107 DRAINAGE FUND	2	(7,737)	-	-	-	-	7,737	-	-	-	-	-	-
109 HOT TAX FUND	3	(42,341)	-	-	-	-	7,341	-	-	-	35,000	-	-
123 GAS SUPPLY FUND	4	(71,000)	-	-	-	-	295,741	-	-	-	-	-	224,741
203 AIRPORT CAPITAL IMPRV	5	-	(160,325)	-	-	-	178,139	-	-	-	-	-	17,814
225 MOTORCYCLE/PD EQUIP FUND	6	-	(26,847)	-	-	-	26,847	-	-	-	-	-	-
227 DISASTER RELIEF FUND	7	-	(154,821)	-	-	-	12,293	-	-	-	142,528	-	-
232 DONATIONS	8	-	-	-	-	(4,500)	4,500	-	-	-	-	-	-
237 STREETS/DRAINAGE IMPROVEMENT	9	-	-	-	-	(142,528)	-	-	-	-	-	-	(142,528)
249 TOURISM & PROMOTION FUND	10	44,000	-	-	-	(44,000)	-	-	-	-	-	-	-
260 BRENHAM COMM PROJ FUND	11	(2,517)	-	-	-	-	(10,983)	-	-	-	13,500	-	-
TOTAL		(87,644)	(341,993)	-	-	(191,028)	529,664	-	-	-	191,028	100,027	

FUND 106 - SANITATION FUND

GL#	ACCOUNT NAME	ACCOUNT TYPE	AMENDMENT ACTION	CURRENT BUDGET	AMENDMENT	AMENDED BUDGET	REASON
1. 4-615.00	GARBAGE REV-COMMERCIAL	REVENUE	(INC)/DEC	(977,181)	(8,049)	(985,230)	1. THIS AMENDMENT IS RECOGNIZE AN ABOVE BUDGET INCREASE IN COMMERCIAL GARBAGE COLLECTION REVENUES.
2. 5-100-450.80	COMMERCIAL-COLLECTION	EXPENDITURE	INC/(DEC)	977,181	8,049	985,230	2. THIS AMENDMENT IS TO RECOGNIZE AN ABOVE BUDGET INCREASE IN COMMERCIAL GARBAGE EXPENDITURES ASSOCIATED WITH REVENUES IN 1.

FUND 107 - DRAINAGE FUND

GL#	ACCOUNT NAME	ACCOUNT TYPE	AMENDMENT ACTION	CURRENT BUDGET	AMENDMENT	AMENDED BUDGET	REASON
3. 4-617.00	DRAINAGE FEE	REVENUE	(INC)/DEC	(673,857)	(3,230)	(677,087)	3. THIS AMENDMENT IS TO RECOGNIZE ABOVE BUDGET REVENUES IN DRAINAGE FEES, INTEREST INCOME AND MISCELLANEOUS REVENUE.
3. 4-710.00	INTEREST EARNED	REVENUE	(INC)/DEC	-	(4,279)	(4,279)	4. THIS AMENDMENT IS TO RECOGNIZE BUDGET SAVINGS IN FLEET RENTAL.
3. 4-790.00	MISCELLANEOUS REVENUE	REVENUE	(INC)/DEC	-	(228)	(228)	5. THIS AMENDMENT IS TO INCREASE THE BUDGET FOR HICKORY LANE DRAINAGE IMPROVEMENT. PROJECT COSTS INCLUDING ENGINEERING AND CONSTRUCTION TOTALLED \$200,537. A CHANGE ORDER WAS APPROVED BY COUNCIL ON 10/14/21. THE BUDGET INCREASE IS OFFSET BY HIGHER (THAN BUDGET) REVENUES FROM DRAINAGE FEES, INTEREST INCOME AND MISCELLANEOUS REVENUES (3) AND BUDGET SAVINGS IN FLEET RENTALS (4).
4. 5-041-408.10	RENTALS/LEASES-FLEET	EXPENDITURE	INC/(DEC)	6,000	(5,800)	200	
5. 5-041-815.41	OTHER CAPITAL-DRAINAGE IMPF	EXPENDITURE	INC/(DEC)	187,000	13,537	200,537	

FUND 109 - HOT TAX FUND

GL#	ACCOUNT NAME	ACCOUNT TYPE	AMENDMENT ACTION	CURRENT BUDGET	AMENDMENT	AMENDED BUDGET	REASON
6. 4-160.00	HOTEL/MOTEL OCCUPANCY TAX REVENUE		(INC)/DEC	(337,500)	(42,341)	(379,841)	6. THIS AMENDMENT IS TO RECOGNIZE HIGHER THAN BUDGET REVENUES FROM HOTEL OCCUPANCY TAX USED TO OFFSET HIGHER THAN BUDGET EXPENDITURES (SEE 7) AND TRANSFERS-OUT (SEE 8).
7. 5-124-450.00	OTHER SERVICES	EXPENDITURE	INC/(DEC)	-	7,341	7,341	7. THIS AMENDMENT IS FOR UNBUDGETED EXPENSE OF TAX REMITTANCE SYSTEM MONTHLY SERVICE.
8. 6-000-602.49	INTERFUND TRNSF-VISITOR CEN	TRANSFER-OUT	INC/(DEC)	305,500	35,000	340,500	8. THIS BUDGET AMENDMENT IS TO BUDGET A TRANSFER-OUT FROM FUND 109 HOT TAX TO FUND 249 TOURISM & PROMOTION WITH FUNDS BEING USED FOR THE VISITOR CENTER.

FUND 123 - GAS SUPPLY FUND

GL#	ACCOUNT NAME	ACCOUNT TYPE	AMENDMENT ACTION	CURRENT BUDGET	AMENDMENT	AMENDED BUDGET	REASON
9. 4-602.00	GAS UTIL REVENUES	REVENUE	(INC)/DEC	(2,279,076)	(42,000)	(2,321,076)	9. THIS BUDGET AMENDMENT IS TO RECOGNIZE HIGHER THAN BUDGET BILLED REVENUES DUE TO HIGHER PASS-THROUGH GAS SUPPLY COSTS.
9. 4-611.00	GAS COST ADJUSTMENT	REVENUE	(INC)/DEC	1,004,806	(29,000)	975,806	
10. 5-100-402.00	AUDITS/CONSULTANTS	EXPENDITURE	INC/(DEC)	32,650	4,858	37,508	10. THIS BUDGET AMENDMENT IS TO INCREASE THE GAS SUPPLY COST BUDGET BY CONSULTANT AND ATTORNEY FEES. THE CONSULTANT IS BEING USED TO NEGOTIATE A NEW GAS SUPPLY CONTRACT FOR OCTOBER 1, 2021.
10. 5-100-419.00	LEGAL FEES	EXPENDITURE	INC/(DEC)	100,000	83,582	183,582	11. THIS BUDGET AMENDMENT IS TO INCREASE THE GAS PURCHASE COST BUDGET DUE TO HIGHER SUMMER GAS PRICES AND HIGHER VOLUMES DUE TO WINTER STORM URI.
11. 5-100-705.00	GAS PURCHASE COST	EXPENDITURE	INC/(DEC)	1,274,270	207,301	1,481,571	

FUND 203 - AIRPORT CAPITAL IMPRV

GL#	ACCOUNT NAME	ACCOUNT TYPE	AMENDMENT ACTION	CURRENT BUDGET	AMENDMENT	AMENDED BUDGET	REASON
12. 4-521.00	GRANT REVENUES	REVENUE	(INC)/DEC	(202,500)	(160,325)	(362,825)	12. THE BUDGET OF \$202,500 WAS FOR GRANT REVENUE FOR 90% OF THE AIRPORT MASTER PLAN WHICH WAS DEFERRED AND RE-BUDGETED IN FY21-22. THIS AMENDMENT IS FOR GRANT REVENUE FOR 90% OF THE CARRY OVER OF THE HUMP/BUMP REPAIR PROJECT.
13. 5-100-402.00	AUDITS/CONSULTANT FEES	EXPENDITURE	INC/(DEC)	225,000	(225,000)	-	13. THIS AMENDMENT IS TO DEFER THE AIRPORT MASTER PLAN PROJECT NOW BUDGETED IN FY21-22.
14. 5-100-815.00	OTHER CAPITAL OUTLAY	EXPENDITURE	INC/(DEC)	-	403,139	403,139	14. THIS AMENDMENT IS TO RECOGNIZE A CARRY OVER CAPITAL EXPENDITURE FOR THE HUMP/BUMP REPAIR WHICH WAS 90% REIMBURSED BY A GRANT. THE HUMP/BUMP PROJECT IS NOW COMPLETE.

FUND 225 - MOTORCYCLE/PD EQUIP FUND

GL#	ACCOUNT NAME	ACCOUNT TYPE	AMENDMENT ACTION	CURRENT BUDGET	AMENDMENT	AMENDED BUDGET	REASON
15. 4-521.00	GRANT REVENUES	REVENUE	(INC)/DEC	(2,844)	(26,847)	(29,691)	15. THIS BUDGET AMENDMENT IS TO RECOGNIZE RECEIPT OF THE RIFLE RESISTANT GRANT.
16. 5-100-208.00	CLOTHING/PERS PROTECTIVE	EXPENDITURE	INC/(DEC)	2,844	26,847	29,691	16. THIS BUDGET AMENDMENT IS TO INCREASE BUDGETS FOR POLICE GEAR PURCHASE PAID FOR WITH RIFLE RESISTANT GRANT, APPROVED BY COUNCIL ON NOVEMBER 5, 2020

FUND 227 - DISASTER RELIEF FUND

GL#	ACCOUNT NAME	ACCOUNT TYPE	AMENDMENT ACTION	CURRENT BUDGET	AMENDMENT	AMENDED BUDGET	REASON
17. 4-534.00	GRANT REVENUE	REVENUE	(INC)/DEC	-	(154,821)	(154,821)	17. THIS BUDGET AMENDMENT IS TO RECOGNIZE FEMA GRANT REVENUE RECEIVED FOR BURLESON AND LITTLE SANDY USED TO OFFSET ABOVE BUDGET EXPENDITURES (SEE 18) AND TRANSFERS-OUT (SEE 19).
18. 5-100-703.00	STREETS/INLETS/CURBS	EXPENDITURE	INC/(DEC)	-	12,293	12,293	18. THIS BUDGET AMENDMENT IS FOR UNBUDGETED PURCHASE OF CONCRETE AND HOT MIX TO COMPLETE INDUSTRIAL BLVD DRAINAGE PROJECT.
19. 6-000-602.37	INTERFUND TRNSF-STREETS AND TRANSFER-OUT	INC/(DEC)	INC/(DEC)	-	142,528	142,528	19. THIS BUDGET AMENDMENT IS TO BUDGET A TRANSFER-OUT FROM FUND 227 DISASTER RELIEF TO FUND 237 STREETS/DRAINAGE IMPROVEMENTS WITH FUNDS BEING USED TO REPAIR BURLESON AND LITTLE SANDY.

FUND 232 - DONATIONS

GL#	ACCOUNT NAME	ACCOUNT TYPE	AMENDMENT ACTION	CURRENT BUDGET	AMENDMENT	AMENDED BUDGET	REASON
20. 5-100-208.54	CLOTHING/PER PROT EQUIP-ANI	EXPENDITURE	INC/(DEC)	-	3,692	3,692	20. THIS BUDGET AMENDMENT IS FOR UNBUDGETED SUPPLIES FOR PARKS USING DONATION FUNDS.
21. 5-100-250.01	OTHER SUPPLIES-PARKS	EXPENDITURE	INC/(DEC)	-	808	808	21. THIS BUDGET AMENDMENT IS FOR UNBUDGETED PURCHASE OF PROTECTIVE BODY ARMOR FOR ANIMAL CONTROL OFFICERS USING DONATION FUNDS.
22. 6-000-602.60	INTERFUND TRNSF-BCPF	TRANSFER-IN	(INC)/DEC	-	(4,500)	(4,500)	22. THIS BUDGET AMENDMENT IS TO RECOGNIZE A TRANSFER-IN FROM THE BRENNHAM COMMUNITY PROJECTS FUND WHICH WAS NOT BUDGETED.

FUND 237 - STREETS/DRAINAGE IMPROVEMENT

GL#	ACCOUNT NAME	ACCOUNT TYPE	AMENDMENT ACTION	CURRENT BUDGET	AMENDMENT	AMENDED BUDGET	REASON
23. 6-000-602.27	INTERFUND TRF-DISASTER REL	TRANSFER-IN	(INC)/DEC	-	(142,528)	(142,528)	23. THIS BUDGET AMENDMENT IS TO BUDGET A TRANSFER-IN FROM FUND 227 DISASTER RELIEF WITH FUNDS BEING USED TO REPAIR BURLESON AND LITTLE SANDY.

FUND 249 - TOURISM & PROMOTION FUND

GL#	ACCOUNT NAME	ACCOUNT TYPE	AMENDMENT ACTION	CURRENT BUDGET	AMENDMENT	AMENDED BUDGET	REASON
24. 4-519.00	CULTURAL ARTS REVENUE	REVENUES	(INC)/DEC	(172,111)	44,000	(128,111)	24. THIS BUDGET AMENDMENT IS TO RECOGNIZE LOWER THAN BUDGET CULTURAL ARTS REVENUES.
25. 6-000-601.10	INTERFUND TRF-HOTEL	TRANSFER-IN	(INC)/DEC	(35,647)	(35,000)	(70,647)	
25. 6-000-626.00	INTERFUND TRF-COMM PROJ	TRANSFER-IN	(INC)/DEC	-	(9,000)	(9,000)	25. THIS BUDGET AMENDMENT IS TO BUDGET TRANSFER-INS FROM FUND 109 HOT TAX AND FUND 260 BRENHAM COMMUNITY PROJECTS FUND WITH FUNDS BEING USED FOR TOURISM AND MARKETING ACTIVITIES.

FUND 260 - BRENHAM COMM PROJECTS FUND

GL#	ACCOUNT NAME	ACCOUNT TYPE	AMENDMENT ACTION	CURRENT BUDGET	AMENDMENT	AMENDED BUDGET	REASON
26. 4-529.44	DONATIONS-COB	REVENUE	(INC)/DEC	-	(2,517)	(2,517)	26. THIS BUDGET AMENDMENT IS TO CREATE REVENUES FOR CITY OF
27 5-100-920.20	COVID RELIEF GRANTS	EXPENDITURE	INC/(DEC)	10,983	(10,983)	-	BRENHAM DONATIONS TO OFFSET TRANSFERS-OUT IN 27.
28. 6-000-602.32	INTERFUND TRF-DONATIONS	TRANSFER-OUT	INC/(DEC)	-	4,500	4,500	27. THIS BUDGET AMENDMENT IS TO RECOGNIZE BUDGET SAVINGS IN
28. 6-000-602.49	INTERFUND TRF-TOUR & MKT	TRANSFER-OUT	INC/(DEC)	-	9,000	9,000	COVID RELIEF GRANTS WHICH OFFSETS TRANSFERS-OUT IN 27.
							28. THIS BUDGET AMENDMENT IS TO BUDGET TRANSFER-OUTS TO FUND 232
							DONATIONS FUND AND FUND 249 TOURISM & MARKETING FUND.



Regular City Council
AGENDA ITEM 6-D.

Agenda Item: Approve Renovations to Brenham Fire Station No. 1 and Associated Structures by CR Systems, Inc. Through The Interlocal Purchasing System (TIPS) Contract No. 18110 in the Amount of \$131,543.00 and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-December 02, 2021

Department: Public Works - Maintenance

Staff Contact: Stephen Draehn

SUMMARY STATEMENT:

The Fire Department is seeking Mayor and Council's approval for the following items:

- A. Replace existing roof on the fire station with new SPF roofing at an average thickness of 1.5 inches, cover with UV protectant roof coating and embedded roof granules. Project cost is \$94,683.00 and approved in the FY22 adopted budget.
- B. Replace existing roof on the gym/clothing building with new roof panels, trim and rake pieces. Project cost is \$11,250.00 and approved in the FY22 adopted budget
- C. Replace existing wall panels on the gym/clothing building with new wall panels and accessory pieces. Project cost is \$25,610.00 and approved in the FY22 adopted budget

Staff obtained quotes for this project from CR Systems on TIPS contract 181101. The Interlocal Purchasing System (TIPS) is a National Cooperative Purchasing Program for use by member schools, colleges, universities, cities, counties, and other government entities in all 50 states as authorized by each entity's jurisdictional legal requirements. Purchase will be with TIPS vendor CR Systems. The total project price from CR Systems is \$131,543.00 which includes all labor and materials for all three projects.

ATTACHMENTS:

(1) Quote from CR Systems, Inc.

RECOMMENDED ACTION:

Approve renovations to Brenham Fire Station No. 1 and associated structures by CR Systems, Inc. through The Interlocal Purchasing System (TIPS) Contract No. 18110 in the amount of \$131,543.00 and authorize the Mayor to execute any necessary documentation.



To: City of Brenham Address:	Job Name: Fire Station #1 Attention: approx 13000 feet Date: 5/20/2021
---	---

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR

Scope of Work:

Provide all fall protection and safety equipment as necessary to complete job
Pressure wash and clean entire roof surface
Inspect existing insulation/roofing for soundness
Prime system as needed
Apply new 3# density SPF roofing at an average thickness of 1.5"
Spray UV protectant roof coatings for a 24 DFT
Embed roof granules into top coat for extra wear
Clean and remove all roofing debris

**Total Base Bid: \$ 94,683.00
Plus Applicable taxes**

***** This price does not include raising of curbs*****

Exclusions: Mechanical, electrical, and plumbing work

*****If a Tax Resale or a Tax Exempt Certificate can be furnished to CR Systems, Inc, the tax may be deducted from the total bid amount.***

PAYABLE AS FOLLOWS:

Balance Due Upon Completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra cost will be executed upon written order, and will become an extra charge over and above the estimate, all agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature Rayne Knight

Note: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL-----

The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Date: _____

To: City of Brenham Address:	Job Name: Fire Station Metal Building Attention: 30 x 50 building Date: 5/20/2021
---	--

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR

Scope of Work:

Provide all fall protection and safety equipment as necessary to complete job	
Remove all wall panels and dispose of	
Install new wall panels and accesories	
Clean and remove debris	\$ 25,610.00
Remove existing roof panels	
Install new roof panels, trim and rake pieces	
Clean and remove all debris	\$ 11,250.00

Total Base Bid:
Plus Applicable taxes

**** This price does not include raising of curbs****

Exclusions: Mechanical, electrical, and plumbing work

****If a Tax Resale or a Tax Exempt Certificate can be furnished to CR Systems, Inc, the tax may be deducted from the total bid amount.**

PAYABLE AS FOLLOWS:

Balance Due Upon Completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra cost will be executed upon written order, and will become an extra charge over and above the estimate, all agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature **Rayne Knight**

Note: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL-----

The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Date: _____

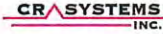
The Interlocal Purchasing System

Purchasing Made Personal



Printed 19 November 2021

www.CRSystemsInc.com



CR Systems Inc

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM PO AND QUOTE MUST REFERENCE VENDOR'S TIPS
CONTRACT NUMBER ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

	<u>PAYMENT TO</u>	<u>TIPS CONTACT</u>
ADDRESS	8755 Burch Lane	NAME Charlie Martin
CITY	Bryan	PHONE (866) 839-8477
STATE	TX	FAX (866) 839-8472
ZIP	77808	EMAIL tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: Y

HUB: Y

SERVING STATES

TX | OK | NM

Overview

We are an exterior building envelope contractor. We specialize in roofing, waterproofing and insulation.

AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
181101	Job Order Contracting	01/31/2022	See EDGAR Certification Doc.

CONTACTS BY CONTRACTS

181101

Rayne Knight	President	(979) 704-5116	rayne@crsystemsinc.com
Irma Arellano	Operations Director	(979) 704-5116	Irma@crsystemsinc.com



Regular City Council
AGENDA ITEM 7.

Agenda Item: 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 on Property Currently Addressed as 405 Martin Luther King, Jr. Parkway to Allow for a Accessory Dwelling Unit in the Mixed Residential (R2) Zoning District Located Generally on the South Side of Martin Luther King, Jr. Parkway and Two Lots West of Baber Street and Three Lots East of Rippetoe Street and Further Described as Lot 7A of the Rippetoe's Addition in Brenham, Washington County, Texas (Case No. P-21-027)

Meeting Type: Regular Meeting-December 02, 2021

Department: Development Services

Staff Contact: Shauna Laauwe AICP, City Planner

SUMMARY STATEMENT:

Carl Franklin and Linda Bessmer (property owners/applicants) are requesting approval of a Specific Use Permit to construct a new 24'x 24', 2-story (1,152 square feet/576 sq.ft. per floor), 20-foot in height, detached garage with an upstairs accessory dwelling unit (ADU). The proposed 576 square foot (24'x 24') detached accessory dwelling unit (ADU) is intended to be utilized for supplemental rental income, or as guest quarters and is to be comprised of a main studio apartment living space, bathroom, and kitchen (See Attached Staff Report Exhibit G). In addition to meeting the building codes and the requirements for structures and uses within the R-2 District, Section 10.02(4) of the Zoning Regulations lists six additional development standards for ADUs. As noted in detail in the attached Staff Report, the proposed ADU met or exceeded each of the additional development standards except for the minimum required east side yard setback of ten (10) feet. Due to slope and drainage issues on the subject property, the proposed garage structure with the ADU is proposed to be located 6'6" from the east side yard setback. This setback meets the 5-foot minimum required setback for accessory garages, but not the 10-foot requirement for accessory dwelling units. Thus, the applicants have applied for a Variance to the minimum east side yard setback for ADUs from the Board of Adjustments to be heard on December 13, 2021, before the scheduled second reading before City Council.

The purpose of the SUP process is to identify those uses which might be appropriate within a zoning district but, due to either their location, function, or operation, could have a potentially harmful impact on adjacent properties or the surrounding area; and to provide for a procedure whereby such uses might be permitted by further restricting or conditioning them to mitigate or eliminate such adverse impacts. Staff finds that no adverse impacts to adjacent properties or surrounding area is anticipated due to the proposed compatible residential use, site plan, and compliance of the additional development standards.

On Monday, November 15, 2021, after conducting a Public Hearing, the Planning and Zoning Commission **voted unanimously to recommend approval** of the SUP request as presented **with the condition that a Variance be granted by the Board of Adjustments for the east side yard setback.**

ATTACHMENTS:

- | |
|--|
| (1) Ordinance for First Reading
(2) Exhibit "C" Site Plan/Floor Plan
(3) Exhibit "B" Site Plan
(4) Exhibit "A" Zoning Map
(5) Staff Report |
|--|

RECOMMENDED ACTION:

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 on property currently addressed as 405 Martin Luther King, Jr. Parkway to allow for a Accessory Dwelling Unit in the Mixed Residential (R2) Zoning District located generally on the south side of Martin Luther King, Jr. Parkway and two lots west of Baber Street and three lots east of Rippetoe Street and further described as Lot 7A of the Rippetoe's Addition in Brenham, Washington County, Texas (Case No. P-21-027) with the following condition:

- The detached garage/ADU structure shall be located at a minimum 10-foot side yard setback along the east property line or receive a variance for a 3'6" side yard encroachment by the Board of Adjustments.

ORDINANCE NO. _____

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-2 MIXED-RESIDENTIAL ZONING DISTRICT ON APPROXIMATELY 0.288 ACRES OF LAND ADDRESSED AS 405 MARTIN LUTHER KING, JR. PARKWAY, BEING FURTHER DESCRIBED AS LOT 7A OF THE RIPPETOE ADDITION IN BRENHAM, WASHINGTON COUNTY, TEXAS.

WHEREAS, Carl Franklin and Linda Bessmer, the owners of the 0.288 acres of land generally located on the south side of Martin Luther King, Jr. Parkway and two lots west of Baber Street and three lots east of Rippetoe Street and addressed as 405 Martin Luther King, Jr. Parkway, being further described as 7A of the Rippetoe Addition, 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 November 15, 2021; 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 show that a Specific Use Permit is granted to Carl Franklin and Linda Bessmer for an accessory dwelling unit (ADU), more particularly described in Exhibit “B” and Exhibit “C”, in an R-2 Mixed Residential use zoning district on approximately 0.288 acres of land addressed as 405 Martin Luther King, Jr. Parkway, being further described as Lot 7A of the Rippetoe Addition in Brenham, Washington County, Texas, said 0.288 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 ____ day of December 2021.

PASSED and APPROVED on its second reading this the ____ day of December 2021.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

EXHIBIT "A"



Zoning Map Specific Use Permit 405 Martin Luther King Pkwy

Legend

- B2 Commercial Research and Technology
- R1 Residential Single Family
- R2 Mixed Residential



1 inch = 71 feet



EXHIBIT "B"

Site Plan



EXHIBIT "C" Site Plan/Floor Plan

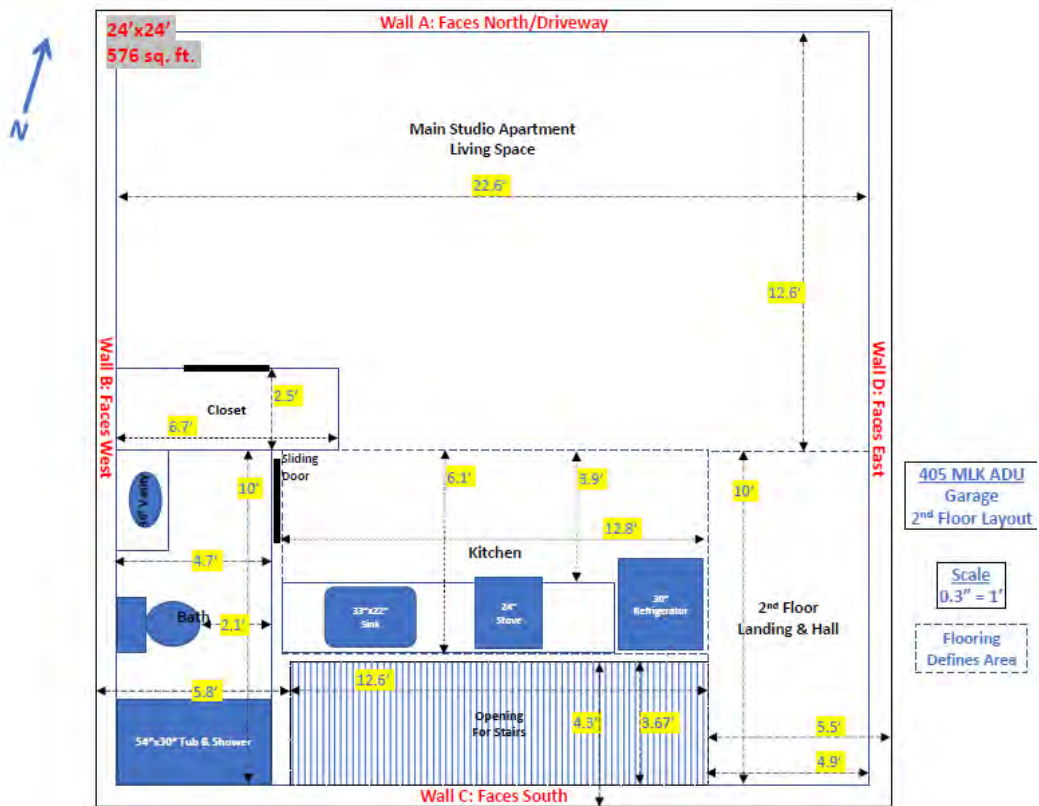
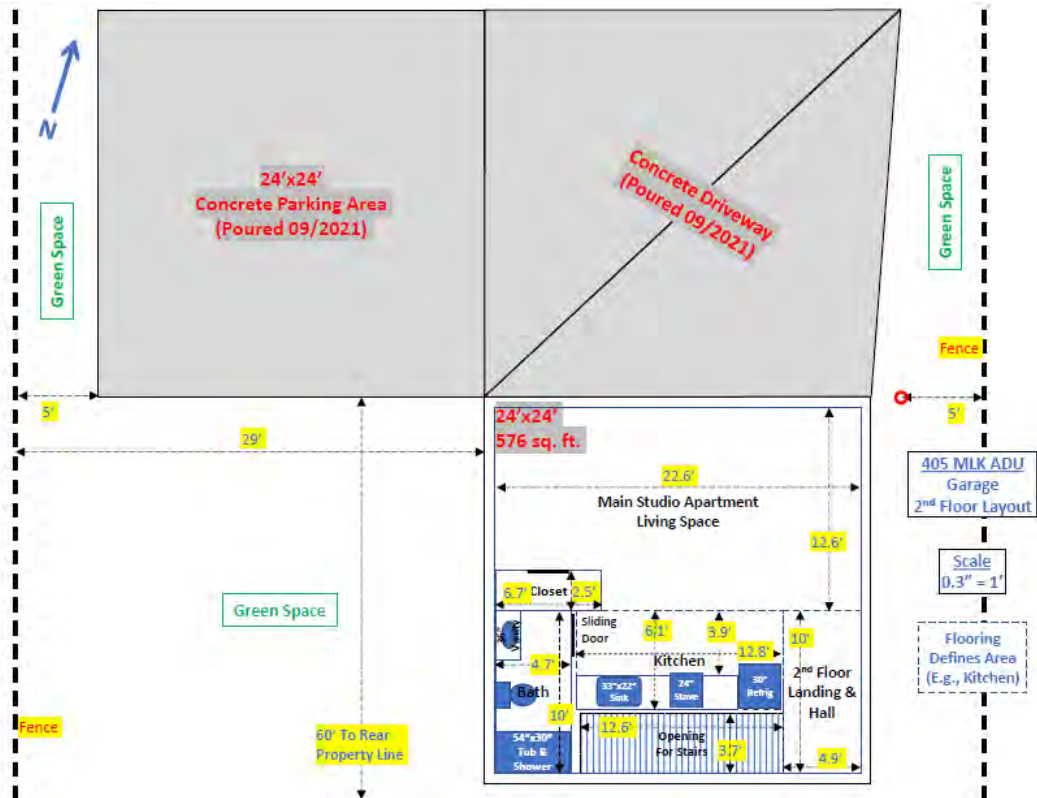


EXHIBIT "D" Elevations

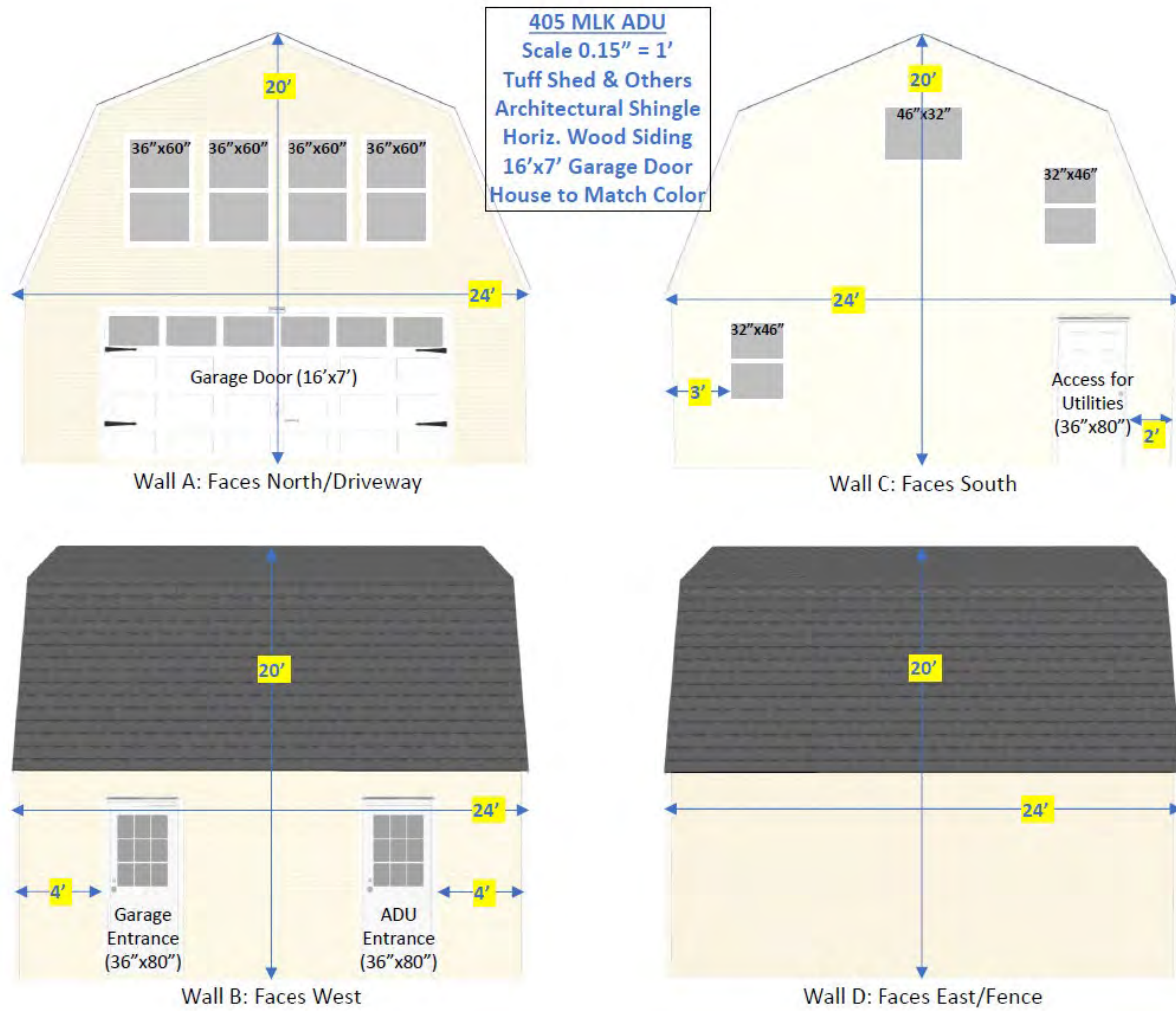


Exhibit "C" Site Plan/Floor Plan

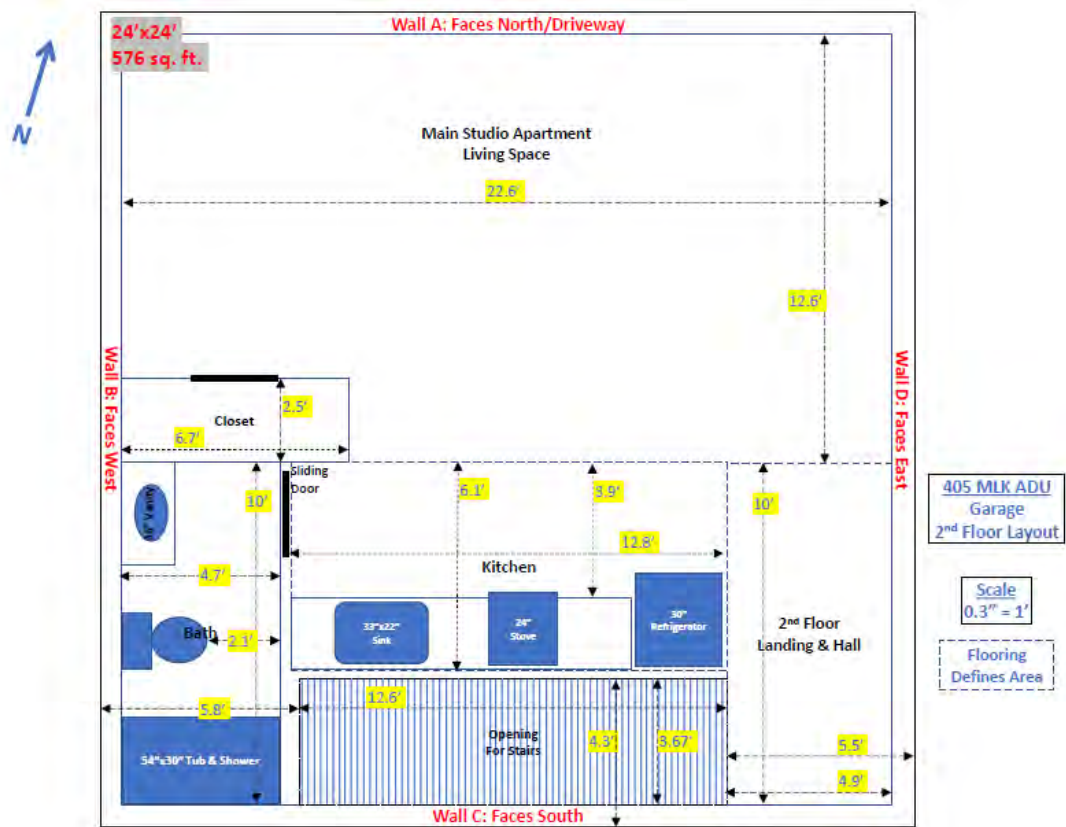
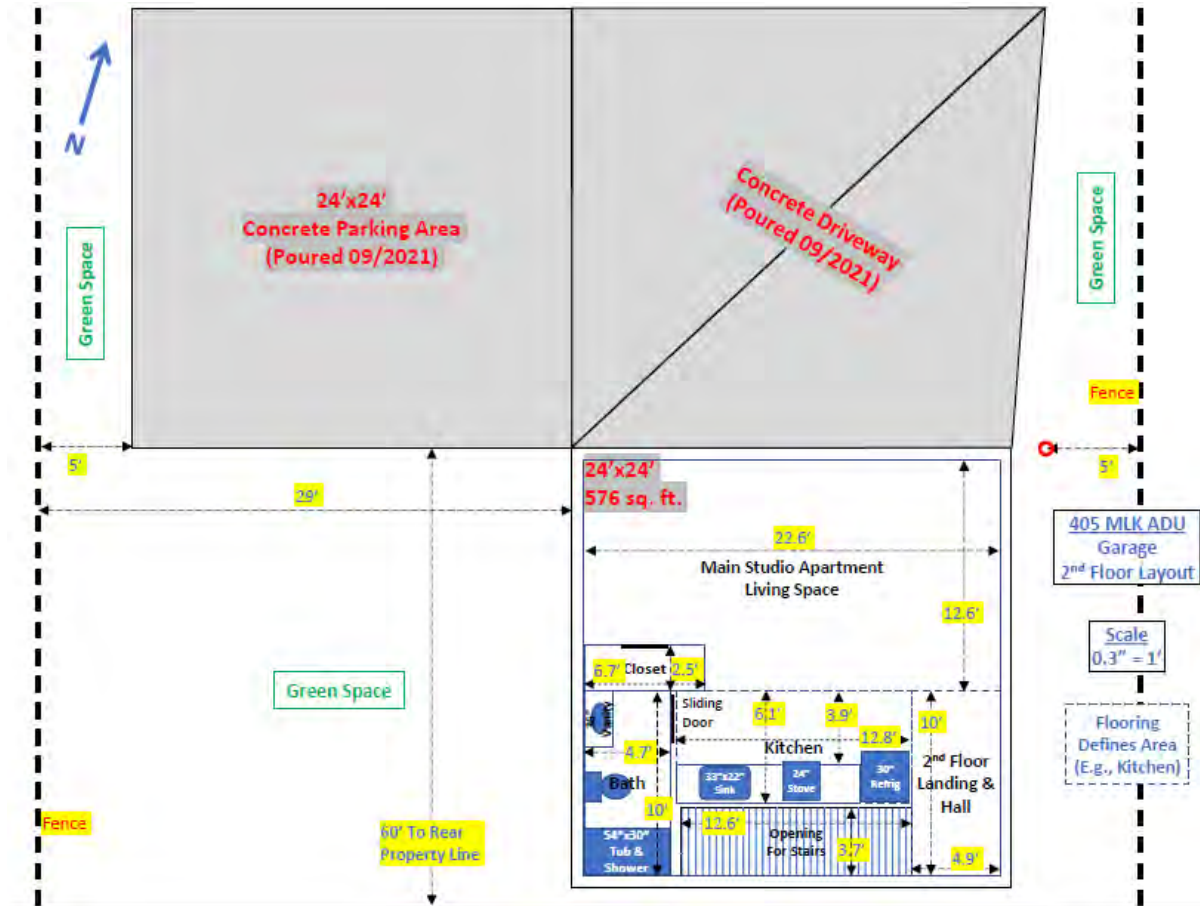
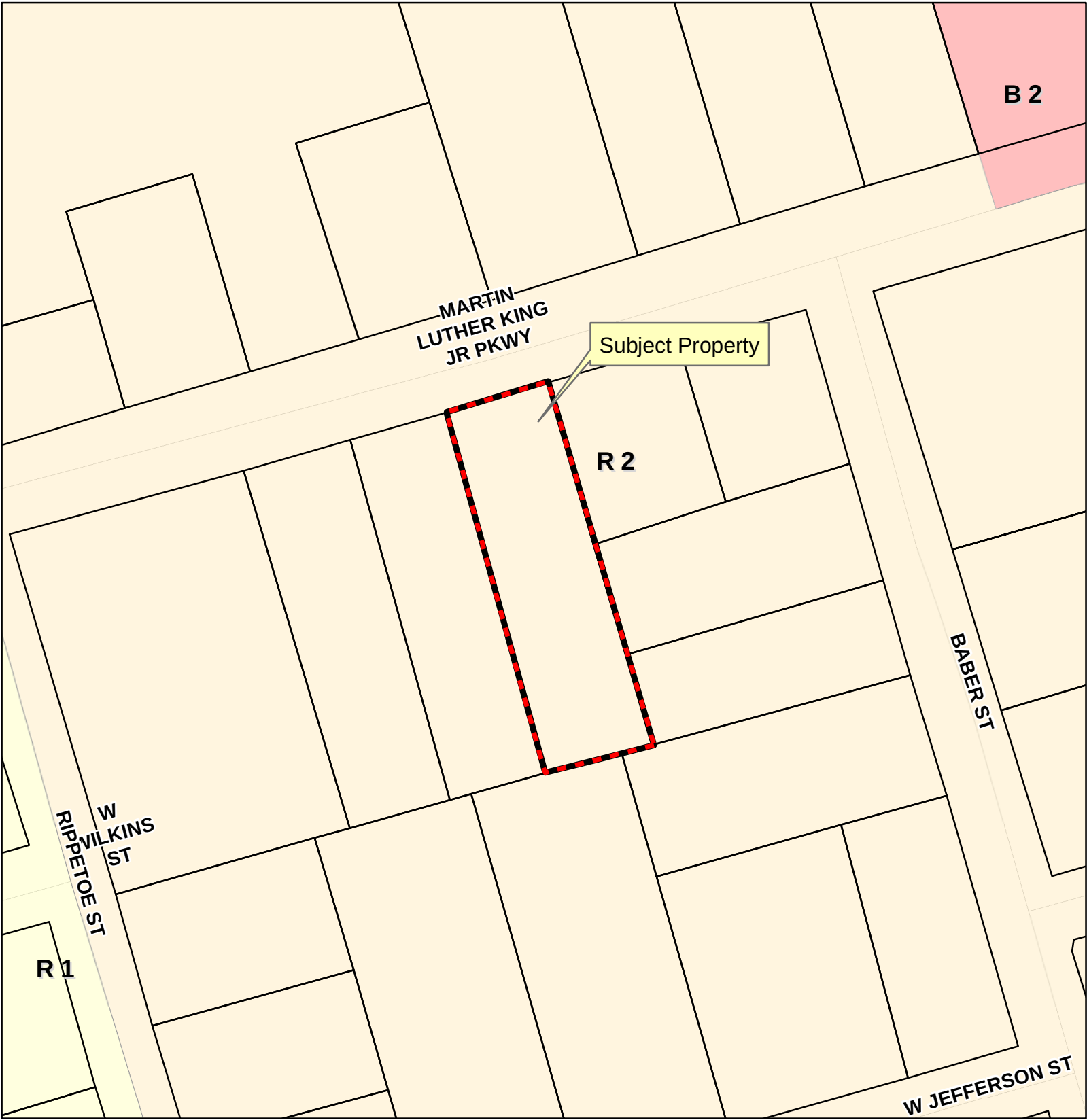


Exhibit "B" Site Plan





Zoning Map
Specific Use Permit
405 Martin Luther King Pkwy



Legend

-  B2 Commercial Research and Technology
-  R1 Residential Single Family
-  R2 Mixed Residential

1 inch = 71 feet





CASE NUMBER P-21-027
SPECIFIC USE PERMIT REQUEST – ACCESSORY DWELLING UNIT

STAFF CONTACT:	Shauna Laauwe AICP, City Planner
APPLICANT/OWNER:	Carl Franklin and Linda Bessmer
ADDRESS/LOCATION:	405 Martin Luther King, Jr. Parkway
LEGAL DESCRIPTION:	Lot 7A Rippitoe Addition
LOT AREA:	12,561 square feet, approximately 0.288-acres
ZONING DISTRICT/USE:	R-2 Mixed Residential District (Exhibit B)
FUTURE LAND USE:	Single-Family Residential (Exhibit C)
REQUEST:	A request for a Specific Use Permit to allow a proposed Accessory Dwelling Unit (ADU) in a R-2 Mixed Residential Zoning District (Exhibit D).

BACKGROUND:

The subject property is a 12,561 square foot (0.288-acre) lot that is addressed as 405 Martin Luther King, Jr. Parkway, and generally located on the south side Martin Luther King, Jr. Parkway and two lots west of Baber Street and three lots east of Rippetoe Street. As shown in Figure 1, the property is a long rectangular shaped lot that is approximately 202 feet long and 60 feet in width. The property is zoned R-2, Mixed Residential Use District and is developed with a 1,270 square foot single-family home, with a previous garage structure being recently removed. The applicants propose to construct a new 24'x24', 2-story (1,152 square feet/576 sq.ft. per floor), 20-foot in height, garage with an upstairs accessory dwelling unit (ADU). The proposed ADU would encompass 576 square feet of the structure. As detailed in Figure 2 and Exhibit E, the proposed garage/ADU structure will be located to the rear of the property, 77.62 feet from the principal house, and setback 141.82 feet from the front property line, 29 feet from the west side property line, 6.6 feet from the east property line, and 36 feet from the rear property line. A recently constructed 24'x24' concrete parking area would serve the

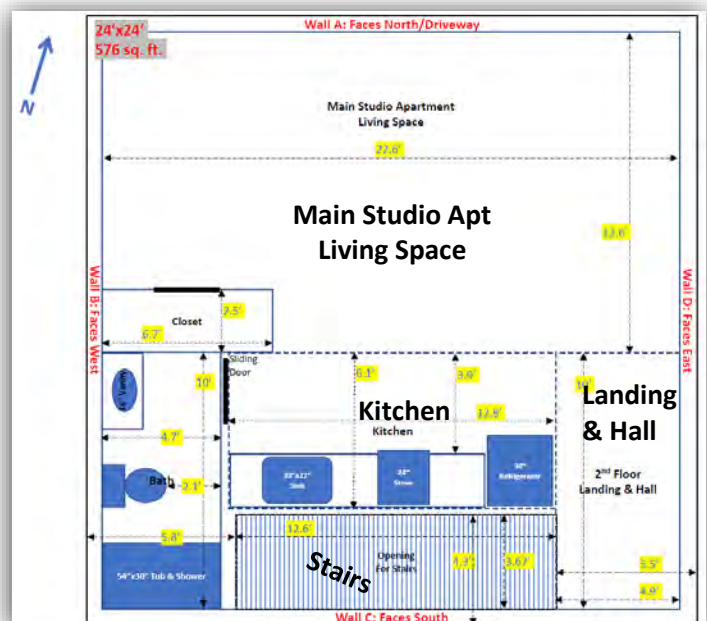
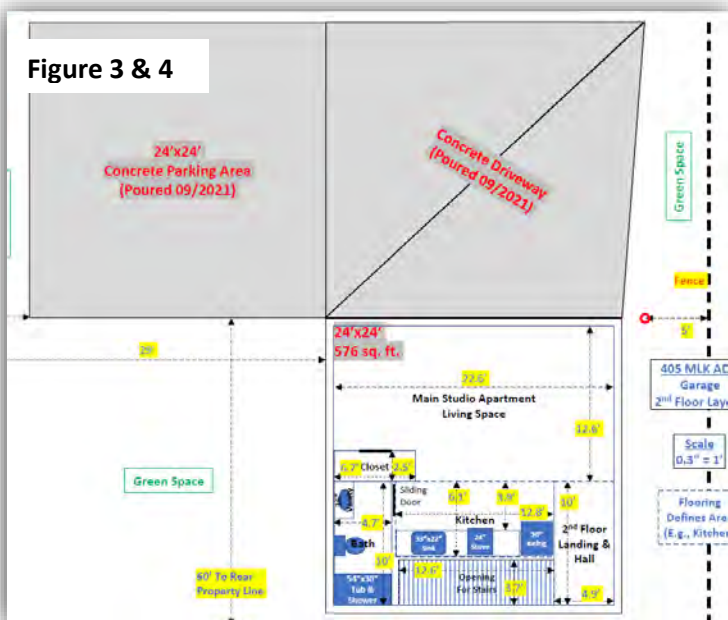
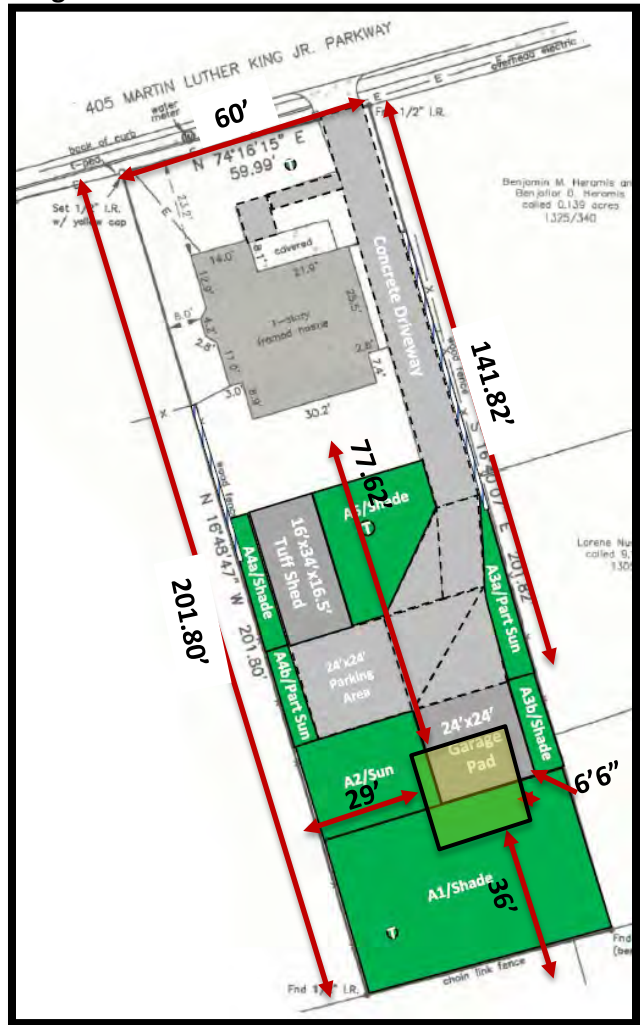
Figure 1



ADU. The applicants state that they plan to utilize the first floor of the garage to park their vehicles and typical storage and rent the garage apartment (ADU) for extra income, or to accommodate visiting friends and family when the unit is not leased. They also state that they desire to age in place in their current residence and the ADU could be used in the future to house a caretaker.

As shown in the site plan in Figure 3 and proposed interior layout in Figure 4, the proposed ADU would consist of a 576 SF studio apartment that would consist of a 22'6" x 12'6" main living space, a bathroom, and a full kitchen (Exhibit G). As shown in Figure 2 and Figure 3, the proposed ADU includes a 24-foot by 24-foot paved parking pad on the north side of the structure with access via an existing paved driveway to Martin Luther King, Jr Parkway. In addition to the two required off-street spaces for the principal structure that would be provided on the first floor of the garage, the existing 24'x24' parking pad would accommodate an additional two (2) off-street parking spaces. ADUs are required to have at least one parking space located to the side or rear of the primary structure. The proposed parking meets the regulations and provides ample parking area for the residents and guests of both the

Figure 2



principal structure and accessory dwelling unit. Furthermore, the proposed ADU exceeds the minimum required 10-foot west side yard setback by 19 feet and the minimum required 10-foot rear yard setback by 26 feet. The proposed garage meets the minimum 5-foot side yard setback, however the zoning standards for ADUs require that detached accessory dwelling units, such as garage apartments, have the same required side-yard setback as the principal structure. Due to drainage problems and the slope of the lot, the most efficient location of the proposed garage and accessory structure is approximately 6 feet 6 inches from the east side-yard property line, less than the minimum required ten (10) feet. Therefore, the applicant will need to either prepare the site to place the proposed structure approximately 3.5-feet to the west to meet the setback requirements or seek a Variance from the Board of Adjustments.

The R-2 District allows accessory dwelling units (ADUs) with prior approval of a Specific Use Permit (SUP). Thus, the applicants are seeking a SUP to allow for the construction of a 576 square foot garage apartment to be utilized as an accessory dwelling unit on a 0.288-acre tract of land in a R-2, Mixed Residential Use District.

ANALYSIS OF CITY OF BRENHAM ZONING POLICIES:

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

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

The approximate 0.288-acre tract of land is generally located on the south side of Martin Luther King, Jr. Parkway and approximately 145 feet to the west of Baber Street and 245 feet east of Rippetoe Street. The subject property, and all surrounding properties are located within a R-2, Mixed Residential District that allows for a mix of residential uses to include single family and two-family dwellings, in addition to multifamily dwellings on sites of less than two acres. The subject property and adjacent properties are developed as single-family homes. Further to the west, across Rippetoe Street is a R1, Single-Family Residential District that is developed as single-family homes. To the east and northeast, near Austin Street, is a B2, Commercial Research and Technology District, that is developed as a variety of commercial development to include Ace Hardware, Brookshire Brothers grocery store and fuel pumps, Shipley's Donuts and general office uses.

The applicants are requesting a SUP to allow the construction of a 24'x24' (1,152 sq. ft), two-story (1,152 square feet/576 sq.ft. per floor), 20-foot in height, detached accessory garage with an Accessory Dwelling Unit (ADU) to be located on the second floor. The allowance and standards for ADUs were adopted within in the Zoning Regulations with Ordinance No. O-19-012 that was approved on March 7, 2019. The adopted regulations allow any homeowner living on a single-family zoned property may build an ADU with prior approval of a Specific Use Permit and a building permit. Any homeowner or business owner located in a B-1 zoning district may build an ADU with a building permit. Section 10.02(4) of the Zoning Regulations lists additional development standards that pertain to ADUs:

- a) Should the primary use be a single-family dwelling, the property owner's primary residence shall be the single-family dwelling or ADU.

The applicants/property owners will utilize the existing single-family dwelling as their

primary residence.

- b) An ADU must be designed and constructed keeping with the general architecture and building material of the principal structure.

The proposed addition will be in the same general architecture style and building material of the principal structure. (See Exhibits F & I)

- c) An attached ADU shall be subject to the regulations affecting the principal structure. A detached ADU shall have side yards of not less than the required side yard for the principal structure and rear yards of not less than ten (10) feet.

The proposed ADU has a rear yard setback of 36-feet, a west yard setback of 29 feet and an east side yard setback of approximately 6 feet 6 inches, less than the required minimum of ten (10) feet. The applicant will need to either place the proposed structure at a 10-foot setback or request a variance from the Board of Adjustments.

- d) One (1) on-site parking space, located to the side or rear of the primary structure, shall be provided for the ADU in addition to the required parking for the principal structure.

The site has driveway access via Martin Luther King, Jr. Parkway. The applicant proposes to utilize an existing paved 24'x24' parking area adjacent and west of the proposed ADU. The proposed parking area would provide for two (2) 9'x19' off-street parking spaces.

- e) The maximum habitable area of an ADU is limited to either one-half (1/2) of the habitable area of the principal structure, or one thousand (1,000) square feet, whichever is smaller.

The principal structure is 1,270 square feet in area and the proposed ADU is 576 square feet, less than ½ of the habitable area of the principal structure.

- f) ADUs shall not be HUD-code manufactured home or mobile home.

The proposed ADU will not be a HUD-code manufactured home or mobile home.

The SUP process allows staff to identify additional land uses, which may be appropriate in special circumstances. The proposed structure is to be utilized as both a garage for the principal structure on the ground floor and as a studio apartment/ADU on the second floor. The applicant site plan indicates that the structure will have a proposed setback of over 140 feet from the property line along Martin Luther King, Jr. Parkway, and given that the ADU will occupy the second floor, will likely appear to be solely a garage from onlookers and neighbors. The proposed structure will not be out of character with the surrounding neighborhood. While the proposed structure is only shown to have a 6'6" east side yard setback and will need to be moved a minimum of 3'6" to the west or be granted a variance, the abutting and impacted properties to the east front onto Baber Street. Thus, the proposed structure would have less visual impact as it would be closest to their rear property lines. Lastly, the applicant proposes to provide for two (2) off-street parking spaces solely for the ADU as opposed to the minimum required one parking space.

Staff recommends approval of the SUP request as the proposed ADU will be compatible with small-town attributes that make Brenham a special place for its citizens to live as it complies with the development standards for accessory dwelling units and staff is unable to identify any adverse impacts to the surrounding neighborhood.

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

The future land use map portion of the Historic Past, Bold Future 2040 Comprehensive Plan suggests

the subject property and surrounding area as single-family residential. The subject property and surrounding area are currently developed as single-family uses with a legally nonconforming manufactured home park located to the west on the southeast corner of Martin Luther King, Jr. Parkway and Rippetoe Street. The requested SUP would not deter from the envisioned use. Staff finds that the proposed request aligns with the goals and land use policies established in the Comprehensive Plan.

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

The subject property has existing utilities available along Martin Luther King, Jr Parkway. ADUs are an opportunity to increase density in a compatible manner within a residential area as they do not require additional infrastructure to be built to accommodate the new dwelling unit.

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

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

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

Property owners within 200 feet of the project site were mailed notifications of this request on November 4, 2021. The Notice of Public Hearing was published in the Brenham Banner on November 4, 2021. As of November 12, 2021, Staff has not received any calls regarding the proposed ADU.

Any public comments submitted to staff will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

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

If approved, the property will be required to adhere to the regulations of the R-2 District to include, the accessory dwelling unit development standards, minimum building setbacks and maximum impervious coverage requirements. The applicant has submitted a site plan (Exhibit E) which depicts the proposed location of the ADU and access. The applicant has also provided a proposed elevation and building floorplan (Exhibit F). The R-2 District allows for greater density of residential units with a mix of residential uses to include single family and two-family dwellings, and multifamily dwellings on sites of less than two acres. As the subject property is 12,561 square feet and is equivalent or larger than the surrounding residential properties, only a minimal increase in density will occur. In addition, the applicant has submitted an extensive backyard landscape plan (Exhibit H) to help mitigate the additional impervious coverage from the provided parking area. Staff finds that the site development requirements will ensure that adequate open space is preserved on the subject property.

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

Staff finds that the requested land use is appropriate in this location given adjacent zoning designations, existing development in the vicinity, and conformance with the City's adopted Comprehensive Plan. The proposed use is in line with the Future Land Use Plan and, with the condition for the proposed structure to be placed at a 10-foot east side yard setback or seek a variance, the development requirements for Accessory Dwelling Units.

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

The subject property and the surrounding vicinity are located within a R-2 District, that allows for a mix of residential uses to include single family and two-family dwellings, and multifamily dwellings on sites of less than two acres. The Future Land Use Map, as part of the Comprehensive Plan adopted in September 2019, envisions the subject property and surrounding area as single-family residential. The subject property and adjacent properties are developed as single-family homes. Further to the west, across Rippetoe Street is a R1, Single-Family Residential District that is developed as single-family homes. To the east and northeast, near Austin Street, is a B2, Commercial Research and Technology District, that is developed as a variety of commercial development to include Ace Hardware, Brookshire Brothers grocery store and fuel pumps, Shipley's Donuts and general office uses. The ADU use would not be out of character with the surrounding vicinity of predominately single-family homes and commercial uses further to the east. Staff finds that the proposed ADU is compatible to nearby land uses and consistent with the land use policies established in the Comprehensive Plan.

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

Staff finds that approval of the proposed SUP to allow for further development of the property with an ADU will promote the orderly and healthful development of the community. This request, to allow a proposed 576 square foot accessory structure to be located on the second story area of a two-car garage accessory dwelling, will not adversely affect health, safety, morals, or general welfare of properties in the general vicinity or the community in general.

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

Staff believes that the proposed development will have a positive effect on the surrounding area and will be compatible with anticipated uses surrounding this property. The proposed ADU would be located on the second floor of the garage that is to be located to the rear of the property. Several other homes in the area have detached garages located to the rear of the property, thus the accessory dwelling use located within the garage structure would be in character with the surrounding neighborhood and likely go unnoticed by neighbors and onlookers. The applicant proposes to either rent out the ADU for additional income or use as a guest house. The proposed structure meets the development standards set forth in the zoning ordinance and is in character with both the principal structure and nearby residential properties.

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

If approved, the proposed SUP will allow for a 576 square foot, one bedroom, one bath ADU to be located on the second floor of an accessory garage that would provide supplemental income or utilized as a guest house for the property owners. Commercial property is located within a B-2, Commercial Research and Technology District and developed as a variety of commercial uses to include Ace Hardware, Brookshire Brothers grocery store and fuel pumps, Shipley's Donuts and general office uses. Vacant commercial properties are located within the surrounding neighborhood, to the east near the N. Austin Street intersection and along N. Park Street. commercial and industrial developments the vicinity to the west and southwest. Staff finds that the proposed SUP, if approved, will not negatively affect vacant land classified for commercial uses.

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

The property is currently developed as a single-family home within a R-2, Mixed Residential District. Staff is not aware of any hindrances on the property created by legally existing incompatible uses. The applicant's request will allow the subject property to develop in a compatible, legally conforming manner.

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

Staff finds approval of the proposed SUP will allow for the orderly growth and development in the general vicinity and throughout the city.

STAFF RECOMMENDATION:

Staff recommends **approval** of a Specific Use Permit to allow for an accessory dwelling unit to be located on the second floor of a detached garage, as provided in the application site plan, in a R-2 Mixed Residential Use Zoning District for the subject 0.288-acre tract of land that is located at 405 Martin Luther King, Jr. Parkway and legally described as Lot 7A, Rippitoe Addition **with the following condition:**

1. The detached garage/ADU structure shall be located at a minimum 10-foot side yard setback along the east property line or receive a Variance for a 3'6" side yard encroachment by the Board of Adjustments.

EXHIBITS:

- A. Aerial Map
- B. Zoning Map
- C. Future Land Use Map
- D. Cover Letter to the Commission
- E. Site Plan
- F. Proposed Building Elevations
- G. Site Plan/Proposed Floor Plan
- H. Landscape Plan
- I. Site photos

EXHIBIT "A"
AERIAL MAP



Aerial Map
Specific Use Permit
405 Martin Luther King Pkwy



1 inch = 71 feet



EXHIBIT "B"
ZONING MAP



Zoning Map
Specific Use Permit
405 Martin Luther King Pkwy

Legend

- B2 Commercial Research and Technology
- R1 Residential Single Family
- R2 Mixed Residential



1 inch = 71 feet



EXHIBIT "C"
FUTURE LAND USE MAP



**Future Land Use Map
Specific Use Permit
405 Martin Luther King Pkwy**

Legend

Future Land Use Plan

FLU_FINAL

 Single Family Residential



1 inch = 71 feet



EXHIBIT "D"
SUP APPLICATION COVER LETTER

October 7, 2021

Planning and Zoning Commission
P.O. Box 1059
200 W. Vulcan Street
Brenham, TX 77834

To Whom It May Concern:

We, Carl Franklin & Linda Bessmer, are asking permission to build a 24'x24' garage with an upstairs ADU at 405 Martin Luther King Jr. Parkway in Brenham. Our house has an area of 1,270 sq. ft. and the lot is zoned R-2. The new structure will replace an unsafe 16.2'x19.8', single-story garage with loft. The old garage has been torn down already. (See the survey attached for the location of the house and old garage.) The new garage will be located further back on the property, leaving a side yard of 6.4' and back yard of 36'. A separate 24'x24' concrete parking area was added in September 2021 when we extended the driveway toward the rear of the property. See the drawings of the new layout attached.

The reasons for this request are as follows. We would like to park our cars inside the garage to prevent tree sap, weather, and sun damage. Also, we plan on retiring in the next couple of years and would welcome the opportunity to rent the garage apartment for extra income. Alternatively, the separate living space would allow us to accommodate a full-time caregiver in case one or both of us need that kind of assistance in the future. (We would like to live at 405 MLK as long as possible rather than move into an assisted living facility.) If the ADU doesn't work out as a rental unit, we'd like to use the living space to welcome visiting friends and family. The extra space will give our guests more privacy and comfort than possible in the existing house.

Here are some other reasons the Planning and Zoning Commission may want to consider. We have owned the property since 2018 and have made several upgrades such as a new roof with architectural shingles and an accessory building. Our investments have helped stabilize the area, which is a mix of renters and homeowners. The addition of the garage apartment will increase the property's valuation and generate more tax dollars to support the City of Brenham, the Brenham Independent School District, Blinn College, and Washington County. It will also provide work for local contractors. For example, the garage pad, parking area, and driveway extension were poured by Legacy Concrete Works, LLC.

If you have any questions, please contact us at 281.770.4238 or franklin.carl@gmail.com.

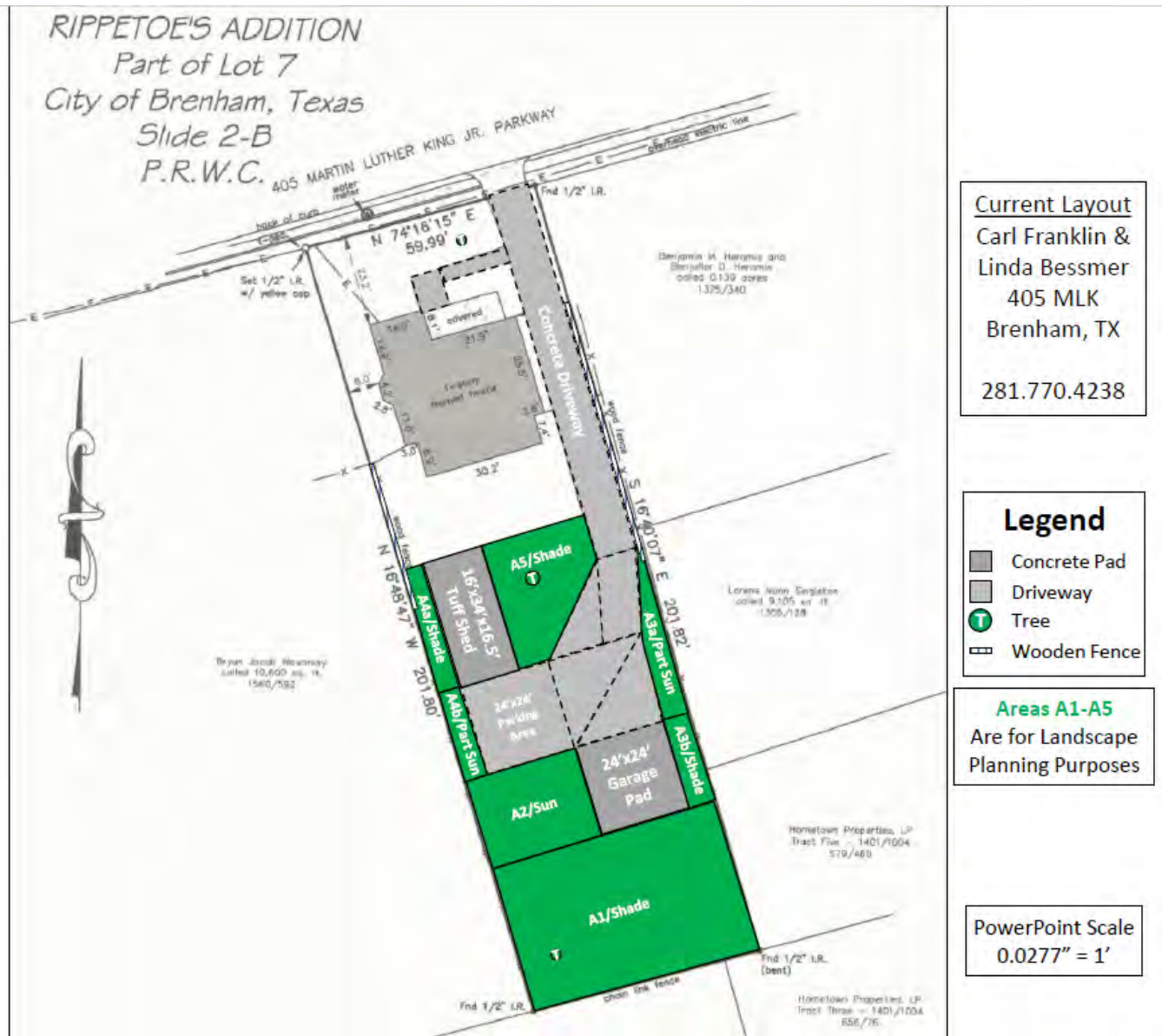
Thank you for your consideration.

Regards,



Carl Franklin, Ph.D. & Linda Bessmer

EXHIBIT "E"
PROPOSED SITE PLAN



Staff calculated the impervious lot coverage to be approximately 35.7%

EXHIBIT "F" Elevations

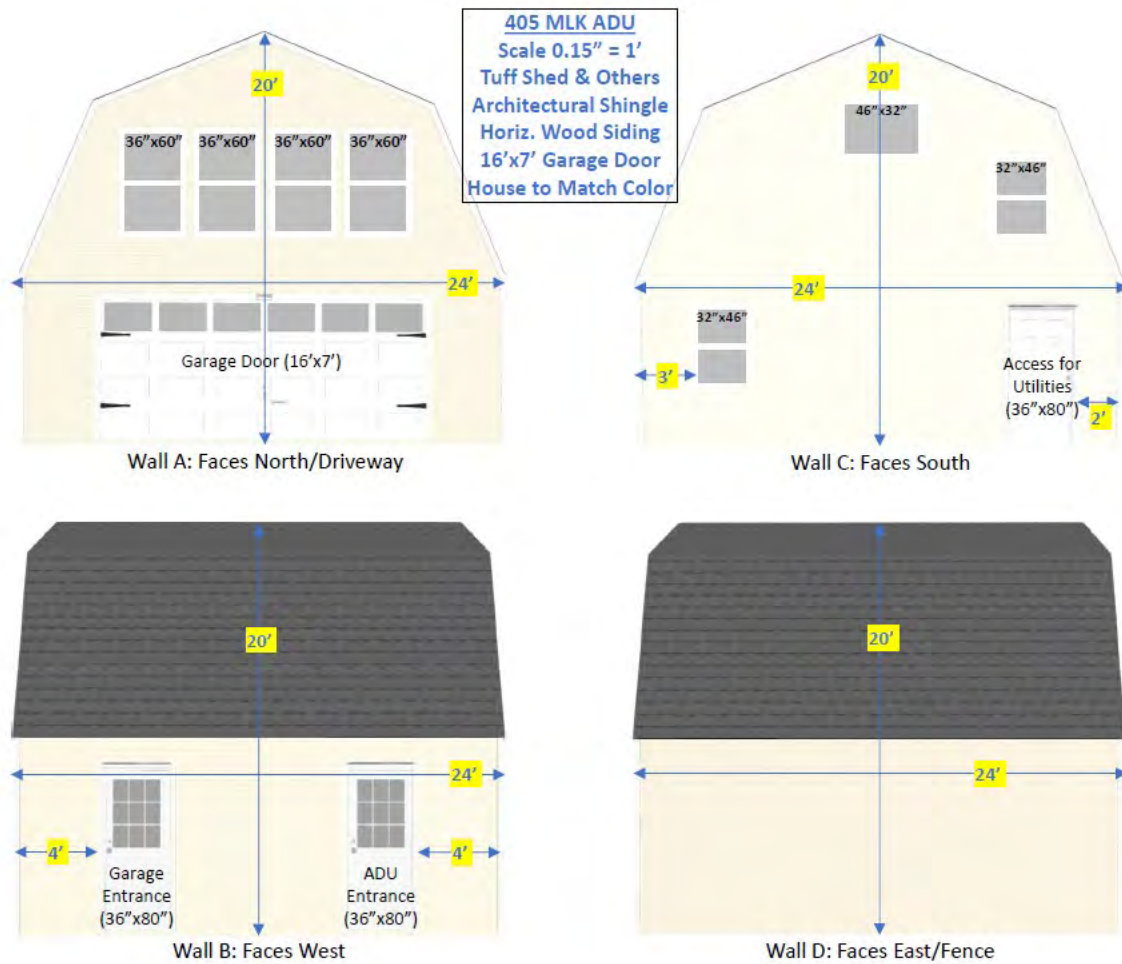


EXHIBIT "G"
Site plan/Floor plan

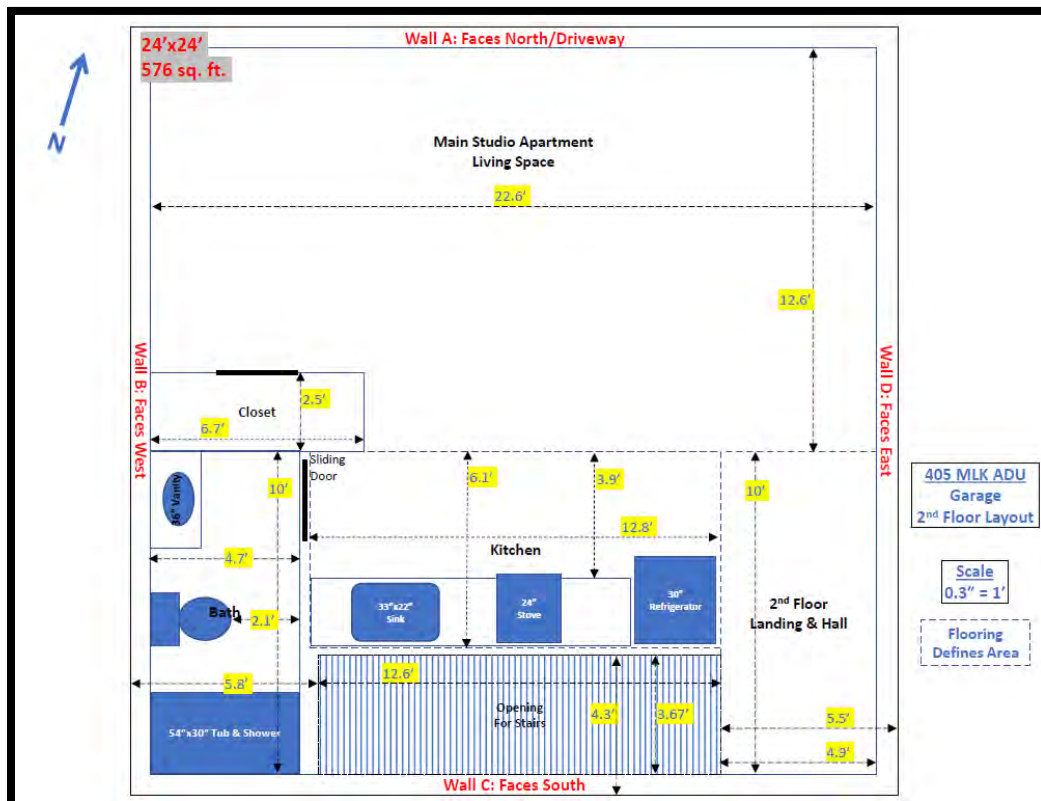
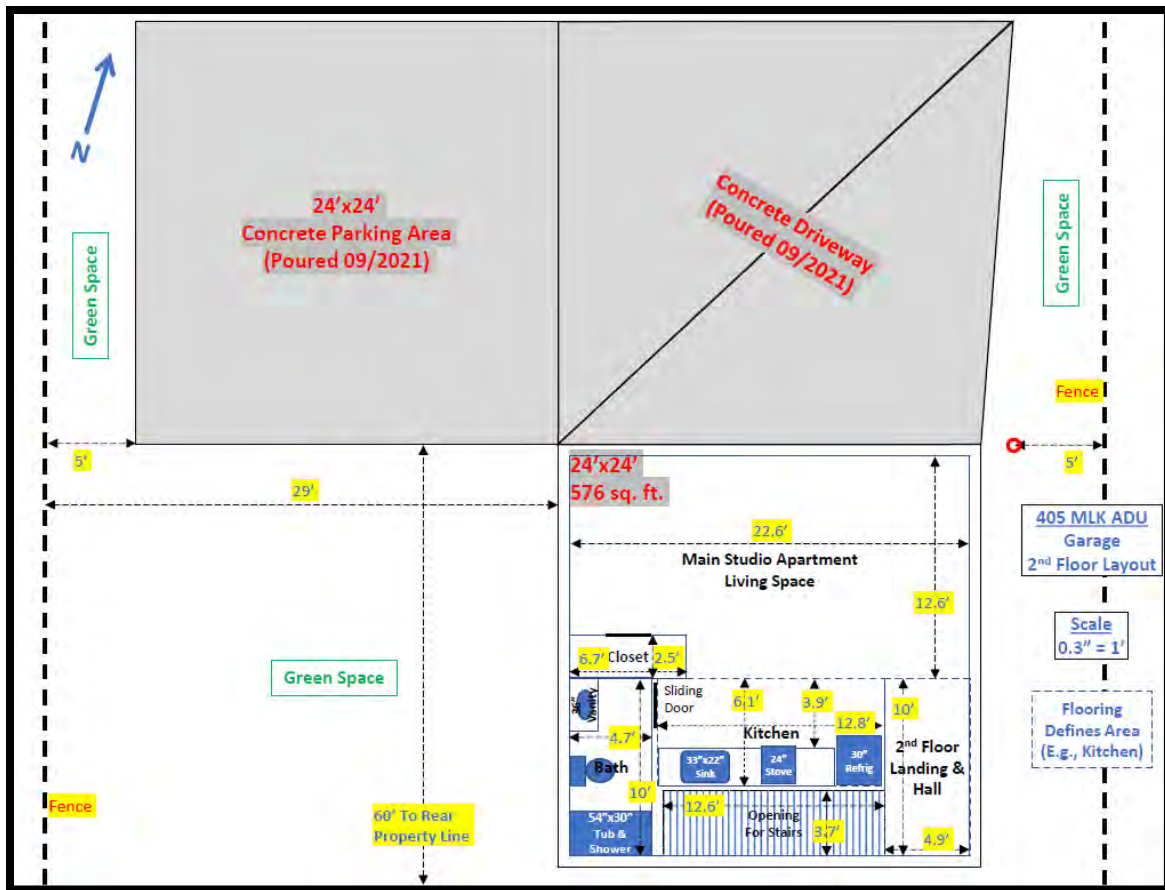
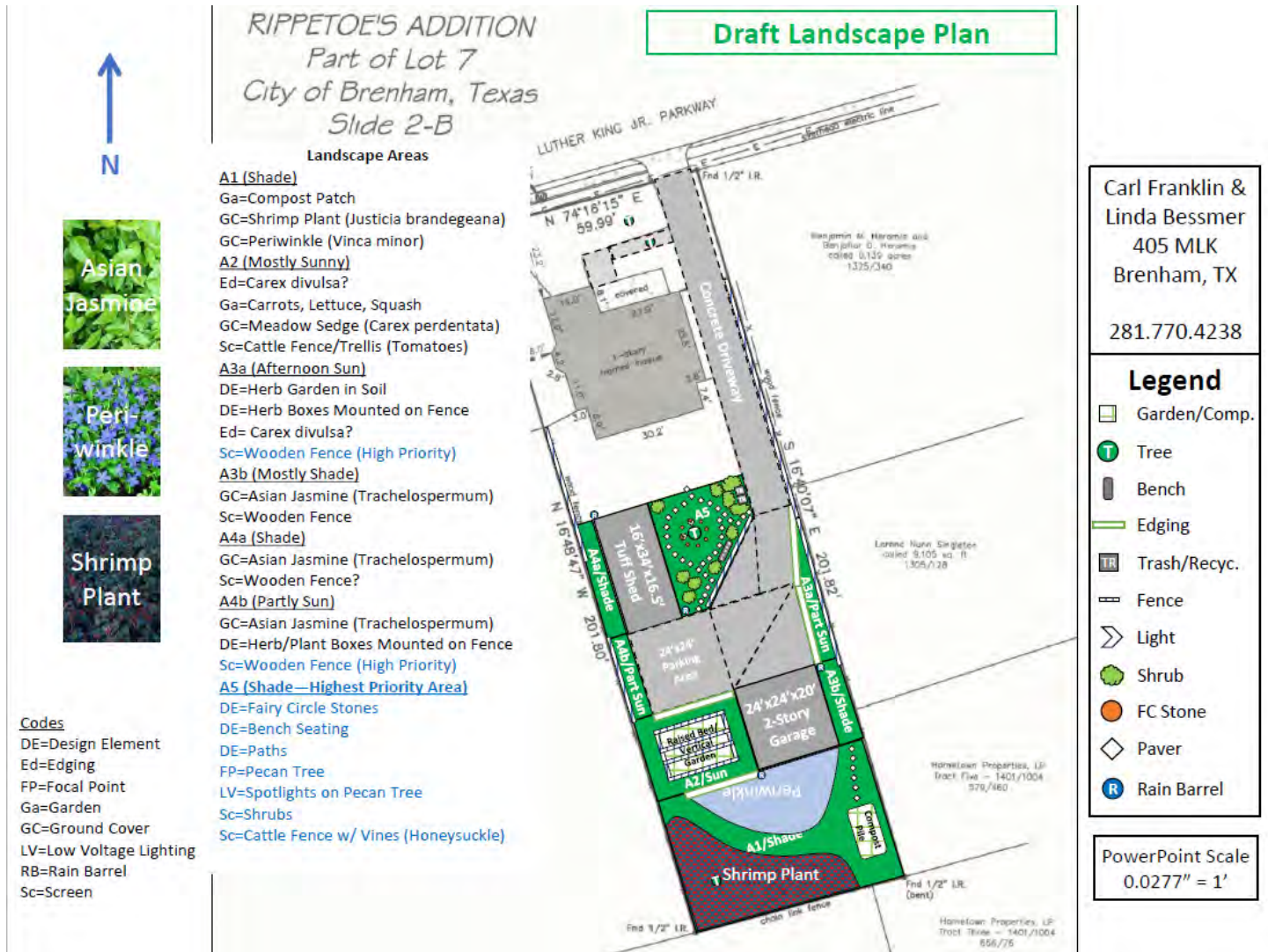


EXHIBIT "H"

Landscaping Plan



Staff calculated the impervious lot coverage to be approximately 35.7%

EXHIBIT "I"
Site Photos



Principal Structure



East property line / subject area





Regular City Council
AGENDA ITEM 8.

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-21-033 to Repeal Resolution No. R-21-022 Authorizing the Publication of Notice of Intention to Issue Certificates of Obligation, Series 2021

Meeting Type: Regular Meeting-December 02, 2021

Department: Administration

Staff Contact: Carolyn Miller

SUMMARY STATEMENT:

At the September 16th Council meeting, City Council approved Resolution No. R-21-022 giving notice of the intent to issue Certificates of Obligation and includes requirements for giving notice to the public. We did publish the notice in our local newspaper for two consecutive weeks, but unfortunately the notice did not get posted on the City's website as required. The City's agenda items and packets are posted, and the Notice of Intent was included in the packet. But this does not meet the requirements of being posted continuously on the City's website. Due to this administrative oversight, Resolution No. R-21-022 is being repealed and rescinded.

Although this caused a delay for issuing the Certificates of Obligation, it provided an opportunity for the Finance Team time to review the proposed debt projects and recommend a change in designation for general government projects.

ATTACHMENTS:

(1) Resolution No. R-21-033

RECOMMENDED ACTION:

Approve Resolution No. R-21-033 to repeal Resolution No. R-21-022 authorizing the publication of Notice of Intention to Issue Certificates of Obligation, Series 2021

RESOLUTION NO. R-21-033

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS REPEALING AND RESCINDING RESOLUTION NO. R-21-022 AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

WHEREAS, Resolution No. R-21-022 authorizing the publication of a Notice of Intention to Issue Certificates of Obligation was approved by City Council on September 16, 2021; and

WHEREAS, the City Council has reconsidered the purposes for which the proceeds of the Certificates of Obligation were anticipated to be expended as approved by Resolution No. R-21-022; and

WHEREAS, the City Council of the City of Brenham now desires to repeal and rescind said Resolution No. R-21-022;

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

The City Council does hereby repeal and rescind Resolution No. R-21-022 in its entirety, and any authorization and/or approval provided for in Resolution No. R-21-022 is null and void.

PASSED, APPROVED, AND ADOPTED on this the 2nd day of December, 2021.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



Regular City Council
AGENDA ITEM 9.

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-21-034
Authorizing the Publication of Notice of Intention to Issue
Certificates of Obligation, Series 2022

Meeting Type: Regular Meeting-December 02, 2021

Department: Finance

Staff Contact: Carolyn D Miller

SUMMARY STATEMENT:

In the previous agenda item, the Notice of Intent for the issuance of Series 2021 Certificates of Obligation was repealed. In its place, Resolution No. R-21-034 is being presented authorizing the publication of Notice of Intention to issue Certificates of Obligation, Series 2022. In addition to a revised issuance timetable, the other change to be noted between the original resolution and the one being presented today is the re-allocation of proceeds previously identified for city hall improvements to airport improvements.

In the FY21-22 Adopted Budget, we included the issuance of certificates of obligation (COs) for general government, wastewater and water system utility projects. The general government projects identified for this issuance total \$4.258 million and include \$845,000 for fire apparatus, \$350,000 for City Hall improvements now being designated for airport improvements, \$744,000 for street equipment, \$619,000 for in-house street reconstruction/rebuild and \$1.700 million for contractor streets and drainage improvements. The wastewater utility improvements of \$2.244 million include two new lift stations and sewer force main improvements. And lastly the \$3 million in water utility improvements are needed for the lake intake structure. The agenda item today is giving notice of the City's intent to issue Certificates of Obligation, Series 2022 not to exceed \$10 million for these purposes including bond issuance costs.

Jennifer Ritter, the City's financial adviser, has prepared the attached Issuance Timetable. The initial step in the financing process is to give notice of your intent to issue the certificates of obligation, and upon your approval, the notice itself will be published in the Brenham Banner Press and the City's website. Ms. Ritter will handle securing the pricing and bring it back to Council for action at the February 3, 2022 meeting.

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

ATTACHMENTS:

-
- (1) Resolution No. R-21-034
 - (2) 2022 CO Timetable

RECOMMENDED ACTION:

Approve Resolution No. R-21-034 authorizing the publication of Notice of Intention of Issue Certificates of Obligation.

RESOLUTION NO. R-21-034

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

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

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

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

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

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

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

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

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

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

PASSED AND APPROVED this 2nd day of December, 2021.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

EXHIBIT A

NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that the City Council of the City of Brenham, Texas (the "City"), will meet at 200 W. Vulcan, Brenham, Texas at 1:00 p.m. on the 3rd day of February, 2022, which is the time and place tentatively set for the passage of an ordinance and such other action as may be deemed necessary to authorize the issuance of the City's certificates of obligation (the "Certificates"), in the maximum aggregate principal amount not to exceed TEN MILLION DOLLARS (\$10,000,000), payable from ad valorem taxes and from a limited pledge of certain surplus revenues of the City's combined utility system in an amount not to exceed \$1,000, bearing interest at any rate or rates not to exceed the maximum interest rate authorized by law, as shall be determined within the discretion of the City Council of the City at the time of issuance of the Certificates, and maturing over a period not to exceed forty (40) years from the date of issuance, for the purposes of evidencing the indebtedness of the City for all or any part of the costs associated with the (1) construction of, and improvements to, City streets, sidewalks and drainage, including in each case the acquisition of land and rights-of-way in connection therewith; (2) improvements to City sanitary sewer facilities, including in each case the acquisition of land and rights-of-way in connection therewith; (3) improvements to the City's waterworks system, including in each case the acquisition of land and rights-of-way in connection therewith; (4) improvements and renovations to existing City airport facilities; (5) acquisition of a new fire truck; (6) acquisition of heavy equipment for street improvement and maintenance purposes; and (7) professional services incurred in connection with items (1) through (6), and to pay the costs incurred in connection with the issuance of the Certificates. The estimated combined principal and interest required to pay the Certificates on time and in full is \$12,728,222.22. Such estimate is provided for illustrative purposes only, and is based on an assumed interest rate of 2.5%. Market conditions affecting interest rates vary based on a number of factors beyond the control of the City, and the City cannot and does not guarantee a particular interest rate associated with the Certificates. As of the date of this notice, the aggregate principal amount outstanding of tax-supported debt obligations of the City (excluding public securities secured by an ad valorem tax but designated by the City as self-supporting a resolution adopted by City Council on December 2, 2021, which resolution is available from the City upon request) is \$15,503,064, and based on the City's expectations, as of the date of this notice the combined principal and interest required to pay all of the outstanding tax-supported debt obligations of the City (excluding public securities secured by an ad valorem tax but designated by the City as self-supporting) on time and in full is \$19,000,290.64.

WITNESS MY HAND, this 2nd day of December, 2021.

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

EXHIBIT B

SELF-SUPPORTING DEBT

**Principal Amount
Designated as Self
Supporting**

Series Designation

\$10,736,936

Series 2011 and 2016 General Obligation Refunding Bonds, and portions of Series 2016, 2017, 2019 and 2020 Certificates of Obligation



City of Brenham, Texas
Summary Timetable for Issuance of
Combination Tax & Revenue
Certificates of Obligation, Series 2022

- | | | |
|------------------------------|---|---|
| *Thursday, December 2, 2021* | • | City Council adopts a resolution directing publication of notice of the City's intention to issues Certificates of Obligation (COs). |
| Tuesday, December 7, 2021 | • | First publication of notice of the City's intention to issue COs (must be at least 46 days prior to date of award by statute – no later than December 19.) Bond counsel to coordinate with City Secretary. Notice must also be published on City website. |
| Tuesday, December 14, 2021 | • | Second publication of notice of the City's intention to issue COs. |
| Week of January 10, 2022 | • | Rating agency call(s) with City. |
| Tuesday, January 25, 2022 | • | Ratings are received. |
| Wednesday, January 26, 2022 | • | Preliminary Official Statement is electronically distributed by financial advisor. |
| *Thursday, February 3, 2022* | • | COs are priced by financial advisor through competitive sale. |
| | • | Award. COs are awarded by City Council to winning underwriter(s). |
| Wednesday, March 2, 2022 | • | Closing. COs are delivered and proceeds received by City. |

* Requires Official Council Meeting.



Regular City Council
AGENDA ITEM 10.

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-21-035 Regarding the Election of Members to the Board of Directors of the Washington County Appraisal District

Meeting Type: Regular Meeting-December 02, 2021

Department: Administration

Staff Contact: Carolyn Miller, Interim City Manager

SUMMARY STATEMENT:

We received the attached letter from Dyann White, Chief Appraiser of the Washington County Appraisal District Board (WCAD) advising that the City of Brenham needs to submit our ballot for the election of members to serve a two-year term beginning January 1, 2022 on the WCAD Board of Directors. The City receives 540 votes. These votes can be cast to one candidate or distributed among any of the candidates. As in year's past the Resolution being presented for your consideration, distributes the votes evenly among all of the candidates: Joe Antkowiak, Leslie Boehnemann, Charles Gaskamp and John Schaer.

You will note that there are votes distributed for a vacant position. Current Board member Johanna Fatheree submitted her resignation effective January 1, 2022; therefore, creating a vacancy on the Board. In discussing our options related to the vacant position, Ms. White advised that the other taxing entities have not recommended anyone and that she will be advertising for people to serve. Once she has a slate of names, the WCAD Board will vote to fill the vacancy.

ATTACHMENTS:

- (1) Resolution No. R-21-035
- (2) WCAD Ballot
- (3) Letter from WCAD Chief Appraiser

RECOMMENDED ACTION:

Approve Resolution No. R-21-035 regarding the election of members to the Board of Directors of the Washington County Appraisal District.

RESOLUTION NO. R-21-035

A RESOLUTION OF THE CITY OF BRENHAM, TEXAS FOR THE ELECTION OF MEMBERS TO THE BOARD OF DIRECTORS OF THE WASHINGTON COUNTY APPRAISAL DISTRICT

WHEREAS, the Washington County Tax Appraisal District is governed by a board of five directors, serving two-year terms beginning on January 1 of even numbered years; and

WHEREAS, the governing boards of the participating taxing entities elect the directors under a system of cumulative voting; and

WHEREAS, the City of Brenham, Texas may cast its total number of votes for one candidate or distribute it among candidates for any number of directorships; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brenham, Texas that the City of Brenham, Texas does hereby cast its votes as shown for the following people for membership on the Board of Directors of the Washington County Appraisal District:

<u>CANDIDATES</u>	<u>VOTES CAST</u>
Joe Antkowiak	108
Leslie Boehnemann, Jr.	108
Charles Gaskamp	108
John Schaer	108
Vacancy	108

BE IT FURTHER RESOLVED that this Resolution be adopted and entered upon the pages of the minutes of the City Council of Brenham, Texas, and that a copy of this Resolution be presented to the Chief Appraiser of the Washington County Appraisal District office at 1302 Niebuhr Street, Brenham, Texas.

APPROVED this the 2nd day of December 2021

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary

WASHINGTON COUNTY APPRAISAL DISTRICT
SELECTION OF BOARD MEMBERS 2022-2023

OFFICIAL BALLOT

TAX UNIT _____

VOTE ENTITLEMENT _____

The governing body of the _____

in a public meeting on _____, 2021, voted by resolution:

CANDIDATES

VOTE

Joseph W. Antkowiak

Leslie Boehnemann, Jr.

Charles Gaskamp

John Schaer

Vacancy

CERTIFIED: _____
PRESIDING OFFICER

ATTESTED: _____
SIGNATURE

TITLE/POSITION

DATE

The written resolution must be certified, attested to, and submitted to the Chief Appraiser before December 15, 2021.

Resolution must be attached.



September 30, 2021

Dear Taxing Entity Administrator:

Re: Nomination and Election of Washington County Appraisal District Board Members

It is again time to elect the board members of the Washington County Appraisal District. As in years past, each voting taxing entity may nominate from one to five candidates to serve on the Board. **All nominations must be by written resolution and must be received in my office no later than October 14, 2021.**

The calculation of the number of votes your entity will receive is illustrated below. Please examine this calculation and contact me if you have any questions.

<u>ENTITY</u>	<u>2020 TAX LEVY</u>	<u>% OF TAX LEVY</u>	<u># OF VOTES</u>
Washington County	\$ 19,940,720	28.39%	1,420
City of Brenham	7,574,520	10.79%	540
City of Burton	136,930	0.19%	10
Brenham ISD	32,745,060	46.63%	2,330
Burton ISD	7,300,560	10.40%	520
Giddings ISD	239,425	0.34%	17
Blinn College	2,290,490	3.26%	163
Total Levy	\$ 70,227,705	100.00%	5,000

To arrive at your taxing unit's votes, please use the following formula:

$$(\text{UNIT'S PRIOR LEVY} / \text{TOTAL OF ALL LEVIES}) \times 5,000 = \# \text{ OF VOTES}$$

After all nominations have been received, the official ballot will be prepared and delivered to the presiding officer of each voting taxing entity. The entity will then cast their votes for whichever candidate(s) they choose and submit the ballot to this office before December 15, 2021.

The current members of the Appraisal District Board members are:

John Schaer, Charles Gaskamp, Johanna Fatheree, Leslie Boehnemann, Jr, and Joe Antkowiak

A copy of the board member qualifications is included for your information. Please contact me at (979)277-3749 if you have any questions or concerns.

Sincerely,

Dyann White
Chief Appraiser



Regular City Council
AGENDA ITEM 11.

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-21-036
Adopting New Policies and Procedures for City of Brenham
Boards and Commissions

Meeting Type: Regular Meeting-December 02, 2021

Department: Administration

Staff Contact: Jeana Bellinger

SUMMARY STATEMENT:

The past several weeks, staff has been meeting weekly with the Boards and Committees Sub-Committee of City Council (Councilmembers Canales, Cook and Saunders) to review the City's policy and procedure related to the city's eleven (11) advisory boards/committees. The Council Sub-Committee reviewed each section of the policy and to follow are some of the notable changes/revisions being presented:

- Amended the application recruitment process date from July to September.
- Term were maintained at 3 years with term limits of 3 years (9 years total). If a member serves 9 years on the same board, they must lay-out for a term of one-year before being eligible for reappointment to that board. Term limits would not apply to members of a board for which a term of less than 3 years is required by a law that supersedes this policy.
- The policy requires all board members receive training on Texas Open Meetings Act, basic Robert's Rules of Order and ethics training. The training will be conducted by the City Secretary. Some boards may require additional training, as determined by the City Manager.
- The Airport Board was removed from this policy. The Sub-Committee is recommending it not be continued, at this time.
- The Animal Services Board was reduced from 7 members to 5 members. The Sub-Committee is recommending reducing the citizen member from three (3) to one (1). The other four (4) members are as mandated by state law and must include a licensed veterinarian, a city/county representative, an animal shelter operator and a representative from an animal welfare organization.
- The descriptions for the new Tourism Advisory Board and the Historic Preservation Board were added to the Policy.
- Attendance requirements were amended to allow for only three (3) consecutive, unexcused, absences. The attendance requirement of 25% in a 6-month period was removed.
- The policy gives the Chairman and/or the staff liaison the ability to immediately adjourn the meeting if any board members act inappropriately or in any other way detracts from the professional decorum of a meeting.
- Adds the requirement that all agendas, packets and minutes of advisory boards/committees will be posted on the City's website.

It is the recommendation of both the Council Sub-Committee and staff that the policy be approved, as presented, to be effective on January 1, 2022.

ATTACHMENTS:

- | |
|---|
| (1) Resolution No. R-21-036
(2) Exhibit A - 2022 Board Policy
(3) Redline of Policy |
|---|

RECOMMENDED ACTION:

Approve Resolution No. R-21-0336 adopting new policies and procedures for City of Brenham Boards and Commissions.

RESOLUTION NO. R-21-036

A RESOLUTION OF THE CITY OF BRENHAM, TEXAS ADOPTING NEW POLICIES AND PROCEDURES FOR CITY OF BRENHAM BOARDS AND COMMISSIONS

WHEREAS, Art. III, Section 23 of the City of Brenham Charter provides that the City Council has the authority to establish such Boards and Commissions as it deems necessary to carry out the functions and obligations of the City; and

WHEREAS, the City Council desires to establish uniform policies and procedures for all Boards and Commissions of the City of Brenham; and

WHEREAS, the Council Subcommittee on Boards and Commissions, consisting of Councilmember Canales, Councilmember Cook and Councilmember Saunders, recommend the adoption of the revised Policies and Procedures for Boards and Commissions for the City of Brenham, Texas; and

WHEREAS, it is in the best interest of the City of Brenham to accept the recommendation of the Subcommittee and adopt the revised Boards and Commissions Policy;

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

Section 1: That Council hereby adopts the Policies and Procedures for Boards and Commissions, attached hereto as “Exhibit A” and incorporated herein for all pertinent purposes.

Section 2: That the new Policies and Procedures for Boards and Commissions be in full force effective January 1, 2022 and supersede any prior existing policies.

PASSED and APPROVED this 2nd day of December 2021.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary

Exhibit “A”

POLICIES AND PROCEDURES FOR BOARDS AND COMMISSIONS

Effective January 1, 2022

SECTION 1.

PURPOSE AND SCOPE

The purpose of this Policies and Procedures for Boards and Commissions document (“Policy”) is to establish uniform procedures for all advisory and other boards and commissions of the City. Board and commission members are appointed by the Brenham City Council (“Council”) and serve at the pleasure of Council and will not be granted special privileges because of their appointment. For the sake of brevity, the use of the term “board” throughout this Policy shall be interpreted to include the term “commission” except where the context requires otherwise.

This Policy applies to all persons appointed to boards and commissions by Council, unless otherwise provided herein or other applicable law. Persons appointed by other governmental bodies or entities may not be required to abide by all the rules outlined in this Policy.

SECTION 2.

MEMBER ELIGIBILITY

Applicant qualifications include the following:

- Must be a resident of Washington County for at least one (1) year prior to the date of the appointment (unless specified otherwise in this policy);
- Must be a qualified voter in Washington County;
- May not apply to serve on the same board with any immediate family members;
- Members of City Council are not eligible to serve unless required by federal, state, or local laws and regulations, and
- City employees are not eligible to serve unless otherwise provided in this policy or required by federal, state, or local laws or regulations.

All qualified persons, applying for the first time, must complete an “Application for Appointment to City of Brenham Boards and Commissions” form and submit it to the City Secretary before October 1st. Current members wanting to be reappointed to their current board/commission must submit a “Request for Re-Appointment to City of Brenham Boards and Commissions” form to the City Secretary prior to October 1st. If a current member would like to be considered for appointment to a different board, he/she will need to submit the “Application for Appointment” form for the board or commission for which they would like to be considered.

Unless otherwise provided herein or other applicable law, members shall be appointed to terms of three (3) years and may be removed at any time by Council. Terms of office will be staggered. In the event a vacancy occurs prior to the expiration of a full term, the Council may appoint a new member to complete the unexpired term of the vacant position. Any member of a board or commission may be eligible for re-appointment by the Council unless such appointment is prohibited by the term limitation provisions set forth in Section 6 of this Policy.

In addition to the eligibility requirements outlined in this Policy, the City Council shall determine the specific skills and experience desired for each board. Also, in the event that other applicable law requires certain qualifications, those qualifications will be required.

SECTION 3. **RECRUITMENT**

Advertising of scheduled board vacancies for terms expiring on December 31st will begin on or near September 1st.

Advertisement for board volunteer recruitment may be conducted in a variety of ways including, but not limited to:

- posting of notice on official City bulletin board
- press releases
- utility billing inserts
- website advertisements
- social media resources
- nomination by invitation

SECTION 4. **APPLICATION PROCESS**

On or before September 1st of each year, the City Secretary will post information on the City's website and social media sites encouraging qualified people to fill out an application to serve. The City Secretary's office will mail and/or e-mail reappointment application forms to all current board members with an expiring term.

The "Request for Appointment" application will solicit information about the applicant's background, including current and past occupations and involvement in and knowledge of issues related to the subject of the board to which they are applying. In addition to the completed application, applicants are encouraged to submit a short bio or resume. Persons may apply for more than one board.

A shorter "Request for Re-appointment" form will be used for incumbent board members seeking another term. Incumbents will also be required to submit their request to serve another term to the City Secretary's office.

All requests for appointment must be returned to the City Secretary no later than October 1st. Any applications received after the deadline may not be considered.

Applications are considered current for one (1) year from submittal date, after which the application will be removed from consideration. In order to be considered in the next recruitment period, the applicant will be required to submit a new application.

SECTION 5. **SELECTION PROCESS**

The City Manager and City Secretary, along with a subcommittee of the Council, will review all submitted applications. Additional information that could be used in reviewing applications include information from the staff liaison, attendance records, and training records. The subcommittee may also consider past applications submitted by an applicant and previous experience on other boards.

In December, the Council subcommittee will make a recommendation of appointments to the full Council for consideration. In the event appointments are not made in December, all members with expiring terms will continue to serve until their successor is appointed by Council.

SECTION 6. **TERM OF OFFICE**

Board members serve for three (3) year, staggered, terms unless a shorter term is required by law or is necessary to facilitate even staggering of terms among members of a board. All terms expire on December 31. In the event an appointment is not made prior to the expiration of a member's term the board member shall continue to serve until their successor is appointed by Council.

No board member shall be appointed to more than three (3) consecutive terms on any single board. After a minimum absence of one (1) year from a board, the Council may choose to reappoint the member back to the board on which they previously served. If a member is appointed to a term of less than three (3) years, the incomplete term will not be counted as a term for purposes of calculating eligibility under this Section. The term limit provisions of this Section shall not apply to members of board for which a term of less than three (3) years is required by a law that supersedes this policy.

The Council retains the right to replace any appointed member at any time and for any reason. Board members are appointed for a limited purpose and time, and once the assigned term of office is completed and Council has appointed their successor, they are excused from service on the board unless the Council selects them for another term of service in accordance with this Policy.

SECTION 7.
MID TERM APPOINTMENTS

Occasionally, a board member may be unable to finish his or her term or will be removed by the Council prior to his or her term ending. In such cases, the vacant position may be filled by a mid-term appointee who will serve out the remainder of the other member's term.

Instead of soliciting applicants for the vacancy, the Council subcommittee may refer to the previously submitted applications kept by the City Manager's Office. If there are no appropriate open applications for the vacant position(s), a new application solicitation campaign could take place in the same manner as the typical annual recruitment process.

SECTION 8.
NEW MEMBERS

After appointment by Council, all new members should make every effort to become as familiar as possible with all aspects of his or her particular board. To aid in the process, new members will be furnished with the contact information of the other members, as well as applicable information and regulations that govern that board.

Members of all boards shall complete board training within ninety (90) days of their appointment by Council. The training will include the Texas Open Meetings Act, basic Robert's Rules of Order, and applicable ethics training. The training course will be free to all attendees and will be conducted by the City Secretary. Board members must complete this training at least once every three (3) calendar years. A board member who does not comply with the training requirements may not be eligible for re-appointment.

Members of the Historic Preservation Board, Tourism Advisory Board, Planning and Zoning Commission and the Brenham Community Development Corporation Board will be required to complete additional training specific to the duties and responsibilities of these boards. This training will be selected by the City Manager and must be completed at least once every three (3) years.

Members of the Building and Standards Commission, the Planning and Zoning Commission, the Board of Adjustments, and the Brenham Community Development Corporation Board must complete and execute the written Statement of Appointed Officer and take the Oath of Office upon appointment. These members must sign the Oath and it must be notarized and kept in the City Secretary's Office. Persons authorized to administer the statement and the oath are the City Secretary, and any notary public.

SECTION 9.
GENERAL DUTIES AND RESPONSIBILITIES OF BOARDS AND COMMISSIONS

Most boards and commissions shall act in an advisory capacity and make recommendations to the Council on issues specific to each respective board's duties and responsibilities; however, actions taken by the Building Standards Commission, the Board of Adjustments, the Planning and Zoning Commission, and the Brenham Community Development Corporation are final, unless required by state law to be approved by the City Council.

No member of a board or commission shall become involved in the daily operation of the City or in personnel/employment matters. The general duties and responsibilities of each advisory board or commission is as follows:

Animal Services Advisory Board

The purpose and responsibility of the Animal Services Advisory Board shall include, but not be limited to, the following:

- To review and recommend procedures for the care and maintenance of the animal shelter facility and impounded animals to ensure compliance with state law, and
- To periodically review the City's animal control ordinances and make recommendations to Council for revisions as needed.

As mandated by State law, the Board must be comprised of one (1) licensed veterinarian, one (1) county or municipal official, one (1) person whose duties include the daily operation of an animal shelter; and one (1) representative from an animal welfare organization. This Board also has one (1) citizen representative.

Board of Adjustments

The Board of Adjustments hears and decides appeals where it is alleged there is error of law in any order, requirement, or decision made by the City's Zoning Administrator, including appeals alleging error in the interpretation of the classification of any zoning use, and hears and decides special exceptions and variances as provided for in the City's zoning ordinance.

The Board consists of five (5) members. The Board may have up to four (4) alternate members who serve in the absence of one or more regular members when requested to do so by the Staff Liaison.

Brenham Community Development Corporation

The Brenham Community Development Corporation (BCDC) promotes economic and community development within the city and on behalf of the city by developing, implementing, providing, and financing projects as defined in Section 4B of the Development Corporation Act (Article 5190.6 V.T.C.S.), currently codified in Chapter 501 et seq. of the Texas Local Government Code. The Board is operated according to state law and its own Articles of Incorporation and Bylaws.

Brenham Police Citizen Advisory Board

The Brenham Police Citizen Advisory Board (CAB) was created to act as a community resource for the Police Chief in the formation of strategies, development of community policing concepts and programs, to serve as an advisory body on certain police matters, fostering and enhancing public transparency and trust, and increasing public awareness.

Building Standards Commission

The Building Standards Commission hears and determines cases concerning alleged substandard buildings and structures. It also grants or denies requests for variances from the building code of the City of Brenham. The Board consist of five (5) members and each member must be a resident of the City.

Historic Preservation Board

The Brenham Historic Preservation Board was organized in 2021 and is charged with the responsibility of assuring that the integrity of designated Historic Landmarks and properties within the city's Historic Districts are protected.

The Board shall be composed of seven (7) voting members appointed by the City Council. A minimum of four (4) Board members shall be property owners within a Historic District, or an owner of a Historic Landmark. The other members should be appointed, to the extent possible, from the following categories: architect with historic preservation experience; planner; design professional; historian; licensed real estate broker; attorney; or member of a historic preservation society. All Board members shall have a known and demonstrated interest, competence, or knowledge of historic preservation.

Library Advisory Board

The Library Advisory Board plans for future development of the Nancy Carol Roberts Memorial Library which may include establishing, reviewing and updating policies; monitoring existing operations; making recommendations regarding fee schedules for services, and considering ways to better utilize library facilities.

The Board consists of nine (9) members. Five (5) members are nominated by the Brenham Fortnightly Club from its membership.

Main Street Board

The Main Street Board develops plans and programs to stimulate both historic preservation and economic vitality for downtown Brenham, according to the Texas Historical Commission's criteria for Main Street Communities.

The Board consists of eleven (11) members. The members shall be knowledgeable about downtown Brenham, marketing, financing, and historic preservation.

Parks and Recreation Advisory Board

The Parks and Recreation Advisory Board assists in the planning and operation of the parks and recreations system and reviews and monitors existing operations and considers ways to better utilize existing facilities. The Board consists of nine (9) members with the majority of members being City residents.

F. Planning and Zoning Commission

As provided by the laws of the State of Texas and ordinances of the City of Brenham, the Planning and Zoning Commission approves or disapproves land subdivision plat or re-plats; vacates plats or re-plats; holds public hearings and makes recommendations to the Council relative to creation, amendment and implementation of zoning regulations, use classifications and districts; recommends to the Council plans, programs, policies related to future growth and development of the City; and performs other duties and responsibilities as may be referred to the Commission by the Council. The Commission consists of seven (7) members and each member must be a resident of the City.

Tourism Advisory Board

The Tourism Advisory Board was organized in 2021 to replace the Hotel Occupancy Tax Board. The Board's purpose and responsibility is to advise and support the Brenham/Washington County Destination Marketing Organization (DMO) and to advocate for the continued development of tourism and cultural assets.

The Board shall be composed of seven (7) voting members; all being residents of Washington County. Five (5) members shall be appointed by the City Council and two (2) members shall be designated by the Washington County Commissioners. The members designated by Washington County shall be (1) the Washington County Tourism Liaison; (2) a member of the Washington County Commissioners Court; or (3) the Washington County Expo Director.

SECTION 10. **ATTENDANCE AT MEETINGS**

The Council is most appreciative of the dedication and contribution by those who are willing to donate their time to community service. Any decision reached by any of these boards has an impact on the entire community. Therefore, if a quorum is not present because of habitual absenteeism by certain members, the integrity of the whole board is affected.

Therefore, it is imperative that members maintain regular attendance. Members who cannot attend a meeting should contact the chairman or staff liaison concerning his or her absence prior to the meeting.

Three (3) consecutive absences from a board's regular meeting shall be deemed as neglect and may be cause for removal, unless such absences were due to unusual circumstances beyond the member's control such as sickness of the member or someone within the member's immediate family. The City Secretary's Office shall track and report any excessive absences to the City Manager. The City Manager will review each situation and determine if the board member should be recommended to the Council subcommittee for removal.

SECTION 11. **ROLE OF STAFF LIAISON**

A staff member shall be assigned as a liaison to each board to perform support services, provide technical data, prepare agendas, post notices of meetings, prepare minutes of the meetings, and other related functions. The staff liaison will ensure that the board understands Council's goals and vision for the community. The staff member is an ex officio member of the board but is not entitled to vote or preside over meetings.

The staff liaison will act as a communication conduit between the Council subcommittee and the board. The liaison shall attend all meetings, of their respective board, on behalf of the City and present and discuss facts pertinent to matters listed on the agenda and being considered.

The staff liaison may arrange a meeting with all new members prior to their first meeting for briefings on procedures, legal responsibilities, duties of the board, and background information on items that may be considered at the next meeting.

At least once per year, in a regular meeting of City Council, the staff liaison or Chair for each board shall provide an update for Council regarding the activities of the Board.

SECTION 12. **CONFLICTS OF INTEREST**

Members of the Brenham Community Development Corporation (BCDC) Board, Planning and Zoning Commission, Board of Adjustments, and Building Standards Commission shall comply with the requirements of Chapter 171 of the Texas Local Government Code and Article III, Sec. 6 of the Brenham City Charter with respect to conflicts of interest. It is the responsibility of each member of these boards to file a "Conflict of Interest" affidavit (Exhibit A) with the City Secretary's Office when a conflict exists because he or she has a substantial interest in a matter being considered by the board. Substantial interest means the individual:

- Owns 10% or more of the voting stock or shares of the business;
- Owns either 10% or more than \$15,000 of the fair market value of the business;
- Receives funds from the business that exceeds 10% of the person's gross annual income for the preceding year;
- Ownership in real property with a fair market value of \$2,500 or more, or
- Relative within the first degree of consanguinity or affinity has a substantial interest.

Advisory board members shall abstain from participation in a matter when a personal interest creates or gives the appearance of being a conflict of interest. However, if the majority of members of the same advisory board have similar conflicts of interest in the same matter under consideration by the board, such members are not required to abstain from participating or voting on the matter.

SECTION 13.
MEMBERSHIP ON MULTIPLE BOARDS

If a member is serving on more than one board, the member, before discussing and/or voting on a decision that involves funding which impacts matters specific to another board's duties and responsibilities on which said member serves, shall verbally disclose his/her membership on any other board impacted by the funding decision to the other board members in attendance at the meeting. Said member may fully participate in the discussion and vote on the decision involving funding after disclosing his/her membership on any other board impacted by the funding decision.

SECTION 14.
CONDUCT OF MEETINGS

- A. Each Board shall, in its first meeting of the calendar year, elect a Chair and Vice-Chair to serve for a one (1) year term. The Chair of each board shall call the meeting to order and preside at the meetings. In the absence of the Chair, the Vice-Chair shall preside. If both the Chair and Vice-Chair are absent from a meeting, the members in attendance shall elect a member to serve as a presiding officer during the meeting.
- B. The Chair shall address the posted items on the agenda in any order he or she chooses as long as every item is addressed.
- C. A motion may be made by any member other than the presiding officer. A second to the motion is required before a vote can be taken. Any motion dies from a lack of a second.
- D. Roberts Rule of Order shall be used as a guideline to conduct meetings.
- E. All meetings will be held in compliance with the Open Meetings Act ("The Act") and shall be open to the public, except for those items considered at a meeting which are authorized by the Act to be discussed in Executive Session. Items not on a properly posted meeting agenda may not be debated or discussed. The Chair or staff liaison shall have the authority to immediately adjourn the meeting without a vote if necessary to prevent violation of the Act.
- F. The conduct of board members reflects upon the full City Council; therefore, it is expected that board members conduct themselves in an orderly and civil manner during meetings. Board members shall not use aggressive or profane language, interrupt, or insult others, raise their voices, or in any other way detract from the professional decorum of a meeting. If a board member engages in inappropriate conduct that cannot be controlled by the Chair or staff liaison, the Chair or liaison may immediately adjourn the meeting without a vote. Any board member that act in an inappropriate way in such that a meeting has to be adjourned, said board member will be reported to the City Manager.

SECTION 15.

RECORDS OF MEETINGS

The City Secretary's Office shall maintain the official record of all board and commission meetings, which will include:

- **AGENDA:** The agenda will serve as the order of business and provide the form for posting of the notice of meetings. The official posting of the agenda must be at least 72 hours in advance of the meeting in a place readily accessible to the public. The agenda must also be posted on the City's website. A copy of the agenda should also be made available to local news media. In the event a regularly scheduled meeting is cancelled, notices should be posted stating that the meeting has been cancelled.
- **AGENDA PACKET:** Copies of the agenda, along with all supporting documentation, shall be provided to each member in advance of the meeting date. This information shall also be made available in advance of the meeting on the City's web site.
- **MINUTES OF MEETING:** The staff liaison will be responsible for keeping an accurate record of all proceedings. The minutes shall include a record of attendance, summary of the discussion, recommendations, and a record of the Board's voting. The minutes shall also be available on the City's website.

Adopted by City Council: December 13, 2018 (R-18-024)

Amended by City Council: June 18, 2020 (R-20-024)

Amended by City Council: December 17, 2020 (R-20-039)

Amended by City Council: December 2, 2021 (R-21-036)

POLICIES AND PROCEDURES FOR BOARDS AND COMMISSIONS

Effective January 1, 2022

SECTION 1. **PURPOSE AND SCOPE**

The purpose of this Policies and Procedures for Boards and Commissions document (“Policy”) is to establish uniform procedures for all advisory and other boards and commissions of the City. Board and commission members are appointed by the Brenham City Council (“Council”) and serve at the pleasure of Council and will not be granted special privileges because of their appointment. For the sake of brevity, the use of the term “board” throughout this Policy shall be interpreted to include the term “commission” except where the context requires otherwise.

This Policy applies to all persons appointed to boards and commissions by Council, unless otherwise provided herein or other applicable law. Persons appointed by other governmental bodies or entities may not be required to abide by all the rules outlined in this Policy.

SECTION 2. **MEMBER ELIGIBILITY**

Applicant qualifications include the following:

- Must be a resident of Washington County for at least one (1) year prior to the date of the appointment (unless specified otherwise in this policy);
- Must be a qualified voter in Washington County;
- May not apply to serve on the same board with any immediate family members;
- Members of City Council are not eligible to serve unless required by federal, state, or local laws and regulations, and
- City employees are not eligible to serve unless otherwise provided in this policy or required by federal, state, or local laws or regulations.

Deleted: Effective January 1, 2022, m

All qualified persons, applying for the first time, must complete an “Application for Appointment to City of Brenham Boards and Commissions” form and submit it to the City Secretary before October 1st. Current members wanting to be reappointed to their current board/commission must submit a “Request for Re-Appointment to City of Brenham Boards and Commissions” form to the City Secretary prior to October 1st. If a current member would like to be considered for appointment to a different board, he/she will need to submit the “Application for Appointment” form for the board or commission for which they would like to be considered.

Unless otherwise provided herein or other applicable law, members shall be appointed to terms of three (3) years and may be removed at any time by Council. Terms of office will be staggered. In the event a vacancy occurs prior to the expiration of a full term, the Council may appoint a new member to complete the unexpired term of the vacant position. Any member of a board or

commission may be eligible for re-appointment by the Council unless such appointment is prohibited by the term limitation provisions set forth in Section 6 of this Policy.

In addition to the eligibility requirements outlined in this Policy, the City Council shall determine the specific skills and experience desired for each board. Also, in the event that other applicable law requires certain qualifications, those qualifications will be required.

SECTION 3. **RECRUITMENT**

Advertising of scheduled board vacancies for terms expiring on December 31st will begin on or near ~~September~~ 1st.

Deleted: July

Advertisement for board volunteer recruitment may be conducted in a variety of ways including, but not limited to:

- posting of notice on official City bulletin board
- press releases
- utility billing inserts
- website advertisements
- social media resources
- nomination by invitation

SECTION 4. **APPLICATION PROCESS**

On or before ~~September~~ 1st of each year, the City Secretary will post information on the City's website and social media sites encouraging qualified people to fill out an application to serve. The City Secretary's office will mail and/or e-mail reappointment application forms to all current board members with an expiring term.

Deleted: July

The "Request for Appointment" application will solicit information about the applicant's background, including current and past occupations and involvement in and knowledge of issues related to the subject of the board to which they are applying. In addition to the completed application, applicants are encouraged to submit a short bio or resume. Persons may apply for more than one board.

A shorter "Request for Re-appointment" form will be used for incumbent board members seeking another term. Incumbents will also be required to submit their request to serve another term to the City Secretary's office.

All requests for appointment must be returned to the City Secretary ~~no later than~~ October 1st. Any applications received after the deadline ~~may not be considered~~.

Deleted: by

Deleted: date

Applications are considered current for one (1) year from submittal date, after which the application will be removed from consideration. In order to be considered in the next recruitment period, the applicant will be required to submit a new application.

POLICIES AND PROCEDURES FOR BOARDS AND COMMISSIONS

SECTION 5. SELECTION PROCESS

The City Manager and City Secretary, along with a subcommittee of the Council, will review all submitted applications. Additional information that could be used in reviewing applications include information from the staff liaison, attendance records, and training records. The subcommittee may also consider past applications submitted by an applicant and previous experience on other boards.

In December, the Council subcommittee will make a recommendation of appointments to the full Council for consideration. In the event appointments are not made in December, all members with expiring terms will continue to serve until their successor is appointed by Council.

Deleted: approval

SECTION 6. TERM OF OFFICE

Board members serve for three (3) year, staggered, terms unless a shorter term is required by law or is necessary to facilitate even staggering of terms among members of a board. All terms expire on December 31. In the event an appointment is not made prior to the expiration of a member's term, the board member shall continue to serve until their successor is appointed by Council.

Deleted: ,

Deleted: Terms will be staggered so that approximately 1/3 of each board's members have terms ending in any given calendar year.

Deleted: that

Deleted: ,

No board member shall be appointed to more than three (3) consecutive terms on any single board. After a minimum absence of one (1) year from a board, the Council may choose to reappoint the member back to the board on which they previously served. If a member is appointed to a term of less than three (3) years, the incomplete term will not be counted as a term for purposes of calculating eligibility under this Section. The term limit provisions of this Section shall not apply to members of board for which a term of less than three (3) years is required by a law that supersedes this policy.

Deleted: For members whose current terms began prior to January 1, 2021, this term limitation provision shall take effect upon completion of their current term.

The Council retains the right to replace any appointed member at any time and for any reason. Board members are appointed for a limited purpose and time, and once the assigned term of office is completed and Council has appointed their successor, they are excused from service on the board unless the Council selects them for another term of service in accordance with this Policy.

SECTION 7. **MID TERM APPOINTMENTS**

Occasionally, a board member may be unable to finish his or her term or will be removed by the Council prior to his or her term ending. In such cases, the vacant position may be filled by a mid-term appointee who will serve out the remainder of the other member's term.

Instead of soliciting applicants for the vacancy, the Council subcommittee may refer to the previously submitted applications kept by the City Manager's Office. If there are no appropriate open applications for the vacant position(s), a new application solicitation campaign could take place in the same manner as the typical annual recruitment process.

Deleted: Secretary's

SECTION 8. **NEW MEMBERS**

After appointment by Council, all new members should make every effort to become as familiar as possible with all aspects of his or her particular board. To aid in the process, new members will be furnished with the contact information of the other members, as well as applicable information and regulations that govern that board.

Members of all boards shall complete board training within ninety (90) days of their appointment by Council. The training will include the Texas Open Meetings Act, basic Robert's Rules of Order, and applicable ethics training. The training course will be free to all attendees and will be conducted by the City Secretary. Board members must complete this training at least once every three (3) calendar years. A board member who does not comply with the training requirements may not be eligible for re-appointment.

Deleted: a

Deleted: course developed by the City Secretary and City Attorney

Deleted: course

Deleted: requirements of

Deleted: , the Texas Public Information Act

Deleted: To maintain eligibility, b

Deleted: In addition to this board training course, m

Members of the Historical Preservation Board, Tourism Advisory Board, Planning and Zoning Commission and the Brenham Community Development Corporation Board will be required to complete additional training specific to the duties and responsibilities of these boards. This training will be selected by the City Manager and must be completed at least once every three (3) years.

Deleted: must

Deleted: specialized

Deleted: pertaining

Deleted: ally

Deleted: ir

Members of the Building and Standards Commission, the Planning and Zoning Commission, the Board of Adjustments, and the Brenham Community Development Corporation Board must complete and execute the written Statement of Appointed Officer and take the Oath of Office upon appointment. These members must sign the Oath and it must be notarized and kept in the City Secretary's Office. Persons authorized to administer the statement and the oath are the City Secretary, and any notary public.

Deleted: any board, who are considered by State statute to be a public officer (including members of boards with quasi-judicial authority) of the City,

Deleted: Those p

Deleted: : the Mayor,

Deleted: These boards include: the Building Standards Commission, the Planning and Zoning Commission, and the Board of Adjustment.

POLICIES AND PROCEDURES FOR BOARDS AND COMMISSIONS

SECTION 9.

GENERAL DUTIES AND RESPONSIBILITIES OF BOARDS AND COMMISSIONS

Most boards and commissions shall act in an advisory capacity and make recommendations to the Council on issues specific to each respective board's duties and responsibilities; ~~however, actions taken by the Building Standards Commission, the Board of Adjustments, the Planning and Zoning Commission, and the Brenham Community Development Corporation, are final, unless required by state law to be approved by the City Council.~~

No member of a board or commission shall become involved in the daily operation of the City or in personnel/employment matters. The general duties and responsibilities of each advisory board or commission is as follows:

B. Library Advisory Board

The Library Advisory Board plans for future development of the Nancy Carol Roberts Memorial Library which may include ~~establishing, reviewing and updating policies;~~ monitoring existing operations; making recommendations regarding fee schedules for services, and considering ways to better utilize library facilities.

The Board consists of nine (9) members. Five (5) members are nominated by the Brenham Fortnightly Club from its membership.

C. Main Street Board

The Main Street Board develops plans and programs to stimulate both historic preservation and economic vitality for downtown Brenham, according to the Texas Historical Commission's criteria for Main Street Communities.

The Board consists of eleven (11) members. The members shall be knowledgeable about downtown Brenham, marketing, financing and historic preservation.

D. Parks and Recreation Advisory Board

The Parks and Recreation Advisory Board assists in the planning and operation of the parks and recreations system and reviews and monitors existing operations and considers ways to better utilize existing facilities. ~~The Board consists of nine (9) members with the majority of members being City residents.~~

Deleted: . The

Deleted: exceptions to this are

Deleted: : certain actions taken by these boards, as outlined in applicable state law and the City of Brenham Code of Ordinances,

Deleted: ¶

A. Airport Advisory Board¶

The Airport Advisory Board assists the City and the Fixed Base Operator in the planning and operation of the Brenham Municipal Airport which may include monitoring existing operations and considering ways to improve the facilities and airport services.¶

¶ The Board is comprised of at least seven (7) members. The Director of Development Services or some other City employee may be designated by the City Manager as an ex-officio member. The Fixed Base Operator will also be an ex-officio member and is ineligible to serve as a voting member.¶

Deleted: :

Deleted: and four (4) members are nominated by a subcommittee of Council

Deleted:

Deleted: _____Page Break_____

¶
¶

Deleted: ¶

¶

Deleted: . The City Manager may appoint a staff member to serve as an ex-officio member of the Board. A

Deleted: shall be

Deleted: of Brenham

E. Brenham Community Development Corporation

The Brenham Community Development Corporation (BCDC) promotes economic and community development within the city and on behalf of the city by developing, implementing, providing, and financing projects as defined in Section 4B of the Development Corporation Act (Article 5190.6 V.T.C.S.), currently codified in Chapter 501 et seq. of the Texas Local Government Code. The Board is operated according to state law and its own Articles of Incorporation and Bylaws

F. Planning and Zoning Commission

As provided by the laws of the State of Texas and ordinances of the City of Brenham, the Planning and Zoning Commission approves or disapproves land subdivision plat or re-plats; vacates plats or re-plats; holds public hearings and makes recommendations to the Council relative to creation, amendment and implementation of zoning regulations, use classifications and districts; recommends to the Council plans, programs, policies related to future growth and development of the City; and performs other duties and responsibilities as may be referred to the Commission by the Council.

The Commission consists of seven (7) members and each member must be a resident of the City.

G. Board of Adjustments

The Board of Adjustments hears and decides appeals where it is alleged there is error of law in any order, requirement, or decision made by the City's Zoning Administrator, including appeals alleging error in the interpretation of the classification of any zoning use, and hears and decides special exceptions and variances as provided for in the City's zoning ordinance.

The Board consists of five (5) members. The Board may have up to four (4) alternate members who serve in the absence of one or more regular members when requested to do so by the Staff Liaison.

H. Building Standards Commission

The Building Standards Commission hears and determines cases concerning alleged substandard buildings and structures. It also grants or denies requests for variances from the building code of the City of Brenham. The Board consist of five (5) members and each member must be a resident of the City.

I. Animal Services Advisory Board

The purpose and responsibility of the Animal Services Advisory Committee shall include, but not be limited to, the following:

- A. To review and recommend procedures for the care and maintenance of the animal shelter facility and impounded animals to ensure compliance with state law, and
- B. To periodically review the City's animal control ordinances and make recommendations to Council for revisions as needed.

Deleted: ¶

BCDC consists of seven (7) members appointed to staggered two (2) year terms. A majority of members must reside in the City of Brenham; however, up to two (2) members may be Washington County residents who reside outside of the City. BCDC has all the powers, both express and implied, granted to corporations governed by Texas Local Government Code, Chapter 501, et seq., and by the Texas Non-profit Corporation Act. The Corporation is operated according to state law and its own Articles of Incorporation and Bylaws.¶

¶ Members of BCDC will be required to complete specialized training pertaining to economic development once every three (3) years. This training will be selected by the City Manager.¶

Deleted: each appointed to three (3) year, staggered terms. Members must be residents of the City of Brenham. Members will be required to complete specialized training pertaining to Planning & Zoning once every three (3) years. This training will be selected by the City Manager.

Deleted: _____Page Break_____¶

Deleted: app

Deleted: ointed to staggered terms of two (2) years.

Deleted: has

Deleted: Mayor

Deleted: These alternate members serve for the same period as the regular members. A member of the Board of Adjustments shall not serve on the Planning and Zoning Commission during the same term.

Deleted: helter A

Deleted: Committee

Deleted: Shelter

As mandated by State law, the Board must be comprised of one (1) licensed veterinarian, one (1) county or municipal official, one (1) person whose duties include the daily operation of an animal shelter; and one (1) representative from an animal welfare organization. This Board also has one (1) citizen representative.

Deleted: When suitable candidates are available,

Deleted: Committee

Deleted: should

Deleted: at least

Deleted: ; and one (1) citizen

Formatted: Font: Bold

Brenham Police Citizen Advisory Board

The Brenham Police Citizen Advisory Board (CAB) was created to ast as a community resource for the Police Chief in the formation of strategies, development of community policing concepts and programs, to serve as an advisory body on certain police matters, fostering and enhancing public transparency and trust, and increasing public awareness. This Board consist of fifteen (15) members, each representing a range of interests and experiences.

Tourism Advisory Board

Formatted: Font: Bold

The Tourism Advisory Board was organized in 2021 to replace the Hotel Occupancy Tax Board. The Board's purpose and responsibility is to advise and support the Brenham/Washington County Destination Marketing Organization (DMO) and to advocate for the continued development of tourism and cultural assets.

Formatted: Indent: Left: 0.25"

The Board shall be composed of seven (7) voting members; all being residents of Washington County. Five (5) members shall be appointed by the City Council and two (2) members shall be designated by the Washington County Commissioners. The members designated by Washington County shall be (1) the Washington County Tourism Liaison; (2) a member of the Washington County Commissioners Court; or (3) the Washington County Expo Director.

Historic Preservation Board

Formatted: Font: Bold

The Brenham Historic Preservation Board was organized in 2021 and is charged with the responsibility of assuring that the integrity of designated Historic Landmarks and properties within the city's Historic Districts are protected.

The Board shall be composed of seven (7) voting members appointed by the City Council. A minimum of four (4) Board members shall be property owners within a Historic District, or an owner of a Historic Landmark. The other members should be appointed, to the extent possible, from the following categories: architect with historic preservation experience; planner; design professional; historian; licensed real estate broker; attorney; or member of a historic preservation society. All Board members shall have a known and demonstrated interest, competence, or knowledge of historic preservation.

SECTION 10. **ATTENDANCE AT MEETINGS**

The Council is most appreciative of the dedication and contribution by those who are willing to donate their time to community service. Any decision reached by any of these boards has an

impact on the entire community. Therefore, if a quorum is not present because of habitual absenteeism by certain members, the integrity of the board as a whole is affected.

Therefore, it is imperative that members maintain regular attendance. Members who cannot attend a meeting should contact the chairman or staff liaison concerning his or her absence prior to the meeting.

Three (3) consecutive absences from a board's regular meeting shall be deemed as neglect and may be cause for removal, unless such absences were due to unusual circumstances beyond the member's control such as sickness of the member or someone within the member's immediate family. The City Secretary's Office shall track and report any excessive absences to the City Manager. The City Manager will review each situation and determine if the board member should be recommended to the Council subcommittee for removal.

SECTION 11. **ROLE OF STAFF LIAISON**

A staff member shall be assigned as a liaison to each board to perform support services, provide technical data, prepare agendas, post notices of meetings, prepare minutes of the meetings, and other related functions. The staff liaison will ensure that the board understands Council's goals and vision for the community. The staff member is an ex officio member of the board but is not entitled to vote or preside over meetings.

The staff liaison will act as a communication conduit between the Council subcommittee and the board. The liaison shall attend all meetings, of their respective board, on behalf of the City and present and discuss facts pertinent to matters listed on the agenda and being considered.

The staff liaison may arrange a meeting with all new members prior to their first meeting for briefings on procedures, legal responsibilities, duties of the board, and background information on items that may be considered at the next meeting.

At least once per year, in a regular meeting of City Council, the staff liaison or Chair for each board shall provide an update for Council regarding the activities of the Board.

SECTION 12. **CONFLICTS OF INTEREST**

Members of the Brenham Community Development Corporation (BCDC) Board, Planning and Zoning Commission, Board of Adjustments, and Building Standards Commission shall comply with the requirements of Chapter 171 of the Texas Local Government Code and Article III, Sec. 6 of the Brenham City Charter with respect to conflicts of interest. It is the responsibility of each member of these boards to file a "Conflict of Interest" affidavit (Exhibit A) with the City Secretary's Office when a conflict exists because he or she has a substantial interest in a matter being considered by the board. Substantial interest means the individual:

1. Owns 10% or more of the voting stock or shares of the business;
2. Owns either 10% or more than \$15,000 of the fair market value of the business;

Deleted: ¶

Formatted: Justified, No widow/orphan control

Deleted: _____Page Break_____

¶

Deleted: s, or absence from more than twenty-five percent (25%) of the meetings in any six (6) month period,

Deleted: from office

Deleted: public hearings of boards

Deleted: member

Formatted: Space Before: 6 pt, Add space between paragraphs of the same style

3. Receives funds from the business that exceeds 10% of the person's gross annual income for the preceding year;
4. Ownership in real property with a fair market value of \$2,500 or more, or
5. Relative within the first degree of consanguinity or affinity has a substantial interest.

Advisory board members shall abstain from participation in a matter when a personal interest creates or gives the appearance of being a conflict of interest. However, if the majority of members of the same advisory board have similar conflicts of interest in the same matter under consideration by the board, such members are not required to abstain from participating or voting on the matter.

Deleted: ¶

POLICIES AND PROCEDURES FOR BOARDS AND COMMISSIONS

SECTION 13. MEMBERSHIP ON MULTIPLE BOARDS

If a member is serving on more than one board, the member, before discussing and/or voting on a decision that involves funding which impacts matters specific to another board's duties and responsibilities on which said member serves, shall verbally disclose his/her membership on any other board impacted by the funding decision to the other board members in attendance at the meeting. Said member may fully participate in the discussion and vote on the decision involving funding after disclosing his/her membership on any other board impacted by the funding decision.

SECTION 14. CONDUCT OF MEETINGS

- A. Each Board shall, in its first meeting of ~~the~~ calendar year, elect a Chair and Vice-Chair to serve for ~~a one (1) year term~~. The Chair of each board shall call the meeting to order and preside at the meetings. In the absence of the Chair, the Vice-Chair shall preside. ~~If both the Chair and Vice-Chair are absent from a meeting, the members in attendance shall elect a member to serve as a presiding officer during the meeting.~~

Deleted: each

Deleted: one (1)-year terms.

Deleted:

- B. The Chair shall address the posted items on the agenda in any order he or she chooses as long as every item is addressed.

Deleted: ¶

- C. A motion may be made by any member other than the presiding officer. A second to the motion is required before a vote can be taken. Any motion dies from a lack of a second.

Deleted: ¶

- D. Roberts Rule of Order shall be used as a guideline to conduct meetings.

Deleted: ¶

- ~~E. All meetings will be held in compliance with the Open Meetings Act ("The Act") and shall be open to the public, except for those items considered at a meeting which are authorized by the Act to be discussed in Executive Session. Items not on a properly posted meeting agenda may not be debated or discussed. The Chair or staff liaison shall have the authority to immediately adjourn the meeting without a vote if necessary to prevent violation of the Act.~~

Deleted: ¶

Deleted: e

Deleted: s

- F. ~~The conduct of board members reflects upon the full City Council; therefore, it is expected that board members conduct themselves in an orderly and civil manner during meetings. Board members shall not use aggressive or profane language, interrupt, or insult others, raise their voices, or in any other way detract from the professional decorum of a meeting. If a board member engages in inappropriate conduct that cannot be controlled by the Chair or staff liaison, the Chair or liaison may immediately adjourn the meeting without a vote. Any board member that act in an inappropriate way in such that a meeting has to be adjourned, said board member will be reported to the City Manager.~~

Formatted: No bullets or numbering

SECTION 15.
RECORDS OF MEETINGS

The City Secretary's Office shall maintain the official record of all board and commission meetings, which will include:

- **AGENDA:** The agenda will serve as the order of business and provide the form for posting of the notice of meetings. The official posting of the agenda must be at least 72 hours in advance of the meeting in a place readily accessible to the public. The agenda must also be posted on the City's website. A copy of the agenda should also be made available to local news media. In the event a regularly scheduled meeting is cancelled, notices should be posted stating that the meeting has been cancelled.
- **AGENDA PACKET:** Copies of the agenda, along with all supporting documentation, shall be provided to each member in advance of the meeting date. This information shall also be made available in advance of the meeting on the City's web site.
- **MINUTES OF MEETING:** The staff liaison will be responsible for keeping an accurate record of all proceedings. The minutes shall include a record of attendance, summary of the discussion, recommendations, and a record of the Board's voting. The minutes shall also be made available on the City's website.

Deleted: (s)

Deleted: s

Adopted by City Council: December 13, 2018 (R-18-024)
Amended by City Council: June 18, 2020 (R-20-024)
Amended by City Council: December 17, 2020 (R-20-039)
Amended by City Council: December XX, 2021 (-21-XXX)



Regular City Council **AGENDA ITEM 12.**

Agenda Item: Discuss and Possibly Act Upon a Land Lease Agreement with Egidiosky LLC dba Skydive Freedom for a Parachute Landing Zone at the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-December 02, 2021

Department: Development Services

Staff Contact: Stephanie Doland

SUMMARY STATEMENT:

Recently Anthony (Tony) Cascino and Austin Ely of Egidiosky LLC d/b/a as Skydive Freedom contacted City Staff about opening a skydiving business at the Brenham Municipal Airport (11R). Since that time City Staff has worked with TXDOT Aviation, the United States Parachute Association (USPA), and additional Airport Managers at similarly sized Airports to research the industry standards, best practices and procedures to promote a safe and business-friendly operation at the Airport.

Staff presented the request by Skydive Freedom during a facilities subcommittee meeting held on November 2nd. The subcommittee discussed the proposed Parachute Landing Zones, FAA requirements, the reporting procedures, and all required notices in conjunction with safe tandem jump operations. Additionally, a work session was held during the November 18th Council Meeting. Many individuals attended the work session and others provided written feedback prior to the Council Meeting. Below, please find a summary of the primary concerns:

- Effect of Skydiving concerning traditional flight operations.
- Skydiving has the right-of-way over 'normal flight operations.
- Will stop the flow of traffic for 5-10 minutes.
- Change the Airport from a 'transportation' to a 'recreational' airport.
- Typically skydiving operations are located at smaller or private airports.
- Skydiving is successfully operated at airports with an airport manager or strong enforcement agency.
- Concern with proposed parachute landing zone, particularly the Secondary Landing Zone located between the runway and taxiway.

During the work session Chuck Akers, Board President and Gulf Regional Director of the United States Parachute Association answered many questions by Council and Citizens. Mr. Akers explained that parachute operations are statistically safest (per USPA) when located within the flight pattern of the Airport. City staff presented the Flight Operations Handbook which outlined the communication protocols between the pilot operating the skydiving aircraft, general aviation on the UNICOM and Houston

Tracon. Additionally, following concerns about the enforcement of said communication, City Staff was directed to evaluate the possibility of hiring a full-time Airport Manager. Lastly, in response to concerns about the proposed Secondary Landing Zone located between the runway and taxiway (midfield), Tony Cascino stated that the Secondary Landing Zone could be removed from the Standard Operating Procedures and that Skydive Freedom could operate within the Primary Landing Zone. If a secondary landing zone was needed at a later date a separate land lease could be considered by Council.

Included in the packet and for review by City Council is a copy of the proposed Land Lease for the 3.59 acre area known as the Parachute Landing Zone. The landing zone meets USPA landing zone standards as it is obstruction free by at least 165' and is located within the flight pattern of the airport. The lease agreement requires Skydive Freedom to maintain the 3.59 acre land lease in a clean and orderly manner (shredding/mowing). The initial term of the lease agreement is for one (1) year with a renewal period of five (years). Included in the agreement is the requirement that prior to the first parachute operation a copy of the following documents be provided and approved by City Staff:

- Flight Operations Handbook
- Standard Operating Procedure
- Emergency Event Plan

ATTACHMENTS:

- | |
|---|
| (1) Lease Agreement
(2) Exhibit A
(3) Exhibit B - Airport Minimum Standards |
|---|

RECOMMENDED ACTION:

Approve a Land Lease Agreement with Egidiosky LLC d/b/a Skydive Freedom for a Parachute Landing Zone at the Brenham Municipal Airport and authorize the Mayor to execute any necessary documentation.

BREHAM MUNICIPAL AIRPORT (IIR)
LAND LEASE AGREEMENT

This Land Lease Agreement (“Lease”) is made as of the date stated below, by and between the City of Brenham, a Texas home-rule municipal corporation, owner and operator of the Brenham Municipal Airport (hereinafter “City”), and Egidosky LLC d/b/a Skydive Freedom (hereinafter “Lessee”), by and through their authorized representatives.

PART I

LEASED PREMISES

1. **Leased Area.** For and in consideration of the terms, conditions, and covenants of this Lease to be performed by Lessee, City hereby leases to Lessee, and Lessee takes as tenant that unimproved portion of real property within the boundaries of the Brenham Municipal Airport (“Airport”) described in the attached “EXHIBIT A” and incorporated herein for all purposes (the “Premises”). Lessee accepts the Premises in their present condition subject to and including all defects.
2. **Term of Lease.** This Lease shall commence on the ____ day of _____, 2021, and shall terminate on the ____ day of _____, 2022 (“Initial Term”), unless terminated earlier pursuant to provisions of this Lease. If neither party provides notice of intention to terminate the Lease prior to the end of the Initial Term in accordance with Section 17 below, the Lease shall automatically renew for one additional five (5) year term (“Renewal Term”). The Renewal Term shall terminate on the ____ day of _____, 2027.

PART II

USE AND MAINTENANCE

3. **Land Use.** The Premises shall be used solely as a sky dive parachute landing area (“PLA”) and for no other purpose. The Premises shall not be used to grow any crops other than low growing grass. The space above the Premises shall be held for free and unobstructed air passage of aircraft in, through, and across air space above said Premises. Lessee accepts this Lease subject to such retained interest in and to the Premises.
4. **Prohibited Use.** The Premises shall not be used for storage, transfer, or sale of fuel, vehicles, aircraft, or any other personal property. Installation of signs or equipment without written permission of the City Manager or designee is prohibited. Any use prohibited by law is also specifically prohibited.

5. **Non-Interference with Operation of Airport.**

- a. Lessee, by accepting this Lease, expressly agrees that it will not make use of the Premises in any manner which might interfere with the landing and taking off of aircraft at Airport or otherwise constitute a hazard.
- b. Parachute landings shall be made only at the PLA, and in no other area of the Airport. Pedestrians shall exit the PLA only on designated paths.
- c. Lessee shall not use the Premises in any way that constitutes waste, nuisance, or unreasonable annoyance to owners or occupants of adjacent properties or other tenants or patrons of the Airport.
- d. Any violation of this section constitutes a material breach of this Lease and may result in termination of the Lease by the City under Section 17 of this Lease.

6. **Maintenance of the Land.** Lessee shall maintain the Premises in clean condition at all times and at Lessee's own cost and expense, and will conduct activities in such manner as to maintain the slightly appearance of all areas open to public view. The Lessee shall maintain the grass finely mowed or shredded at all times. Any damage to the Premises shall be reported to the City within five (5) business days of discovery, and such damage must be repaired at Lessee's own cost and expense if caused by negligence or willful misconduct by Lessee. It is a material consideration of this Lease that Lessee shall keep the Premises clear of hazards and in a condition that is appropriate and safe for its intended use as a PLA.

7. **Alterations and Improvements.** Lessee shall not make alterations, improvements, or additions to the Premises without the prior written consent of the City. All such alterations, improvements, and additions shall become the property of the City upon termination of this Lease unless otherwise provided by written agreement.

8. **Compliance with Rules.** Lessee will comply with any and all federal and state laws, rules, and regulations, and all regulations promulgated by the City of Brenham.

9. **Nondiscrimination.** Lessee, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby agree that "as a covenant running with the land" (1) no person on the grounds of race, color, sex, creed, national origin, or handicapped status shall be excluded from participation in, denied the benefits of , or be otherwise subjected to discrimination in the use of said facilities, or in the construction of any improvements on, or under such land, or the furnishing of services thereof, and (2) that Lessee shall use the premises in compliance with and conduct its operations in accordance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, or Section 504 of the Rehabilitation of 1973 (23 USC 794) and 49 CFR

Part 27 and as said regulations may be amended, and that Lessee will comply with such enforcement procedures as the United States might demand that City take.

PART III

TITLE AND DISPOSITION

- 10. Property Abandoned on Leased Premises.** If Lessee leaves any property, personal or otherwise, on the Premises after the termination of this Lease for any reason, and fails, refuses or neglects, after notice from the City, to remove same within thirty (30) days after such termination, City, at its option, may treat such property as abandoned, and shall have absolute right of disposal over such property. The cost for removal, if any, will be the responsibility of Lessee. Lessee hereby waives any and all damages for any loss resulting from disposal of such property.
- 11. Termination of Brenham Municipal Airport Operations.** If, for any reason, City ceases to operate the Brenham Municipal Airport, Lessee's sole right and remedy shall be to terminate this Lease effective with the date of the cessation of airport operations and to remove Lessee's property within thirty (30) days after receiving notice of such cessation. In such event, City shall not be liable for any damage, cost, or expense to Lessee relating to the cessation of airport operations.

PART IV

INSURANCE AND LIABILITY

- 12. Insurance Coverage.**
- a.** Lessee shall maintain property and casualty insurance in amounts satisfactory with Lessor and shall provide for public liability insurance in the amount of ONE MILLION AND NO/100 (\$1,000,000.00) DOLLARS in order to protect Lessor against claims arising because of the operation of Lessee. Lessee shall give evidence of insurability. CITY OF BRENHAM, TEXAS shall always be shown as an additional insured. The CITY OF BRENHAM reserves the right to require that the amount of any and all types of insurance may be increased upon the CITY OF BRENHAM giving thirty (30) days' notice to Lessee. Lessee shall be fully responsible for all losses arising out of, resulting from, or connected with its activities and operations under this Lease, whether or not such losses are covered by insurance.
 - b.** Insurance required of Lessee under this Lease shall be primary as to any covered loss, debt, or obligation of City. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees or volunteers shall be in excess of Lessee's insurance and shall not contribute with it.

- c. Each insurance policy shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice to the City.
- d. City may, at its own option, maintain fire and extended coverage on the Premises, but City shall not be obligated to invest any insurance proceeds in the repair or restoration of any improvements or property damaged or destroyed in any event or occurrence covered by the insurance. City shall not, in any event, be responsible for the loss or damage of such property, or any property of Lessee, whether or not insured.
- e. Lessee understands, acknowledges, and agrees that Lessor does not provide, and shall not be required to provide, insurance to cover the loss of personal property located within the Premises, including, but not limited to, aircraft.

13. INDEMNITY. TO THE FULLEST EXTENT ALLOWED BY LAW, LESSEE AGREES TO SAVE, INDEMNIFY, AND HOLD HARMLESS CITY, ITS OFFICERS, EMPLOYEES, AGENTS, VOLUNTEERS, AND ELECTED AND APPOINTED OFFICIALS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LIABILITIES, COSTS, ATTORNEYS' FEES, AND ALL OTHER DAMAGE AND DETRIMENT WHATSOEVER TO ANY PERSON OR ENTITY WHATSOEVER, INCLUDING WITHOUT LIMITATION THE AGENTS, SERVANTS, EMPLOYEES, AND GUESTS OF LESSEE, ARISING OUT OF OR RELATED TO CLAIMS OF INJURY TO, OR DEATH OF PERSONS, OR TO CLAIMS OF DAMAGE TO THE PREMISES OCCURRING OR RESULTING DIRECTLY OR INDIRECTLY FROM THIS LEASE OR LESSEE'S USE OR OCCUPANCY OF THE PREMISES OR FROM LESSEE'S ACTIVITIES ON OR ABOUT THE PREMISES. SUCH INDEMNITY SHALL, INCLUDE, WITHOUT LIMITATION, THE OBLIGATION TO PROVIDE ALL COSTS OF DEFENSE AGAINST ANY SUCH CLAIMS. IN ADDITION, LESSEE SHALL HOLD AND SAVE CITY HARMLESS AND INDEMNIFY CITY OF AND FROM ANY AND ALL LOSS, COST, DAMAGE, INJURY OR EXPENSE ARISING OUT OF, OR IN ANY WAY RELATED TO, CLAIMS FOR WORK OR LABOR PERFORMED, OR TO CLAIMS FOR MATERIALS OR SUPPLIES FURNISHED TO, OR AT THE REQUEST OF LESSEE, OR IN CONNECTION WITH PERFORMANCE OF ANY WORK DONE FOR THE ACCOUNT OF LESSEE ON THE PREMISES. LESSEE SHALL REQUIRE ALL CUSTOMERS TO SIGN A WAIVER HOLDING HARMLESS THE CITY OF BRENHAM, ITS OFFICERS, EMPLOYEES, AGENTS, VOLUNTEERS, AND ELECTED AND APPOINTED OFFICIALS FROM ANY CLAIMS THAT MAY ARISE OUT OF LESSEE'S ACTIVITIES.

14. RELEASE OF LIABILITY OF CITY AND ITS AGENTS. LESSEE SHALL USE AND OCCUPY THE PREMISES AND ALL OTHER PORTIONS OF THE AIRPORT AT ITS OWN RISK, AND HEREBY RELEASES AND FOREVER DISCHARGES THE CITY, ITS OFFICERS, SERVANTS, EMPLOYEES, AGENTS, VOLUNTEERS, AND ELECTED AND APPOINTED OFFICIALS OF AND FROM ANY AND ALL LIABILITY WHICH MIGHT ARISE FROM THE ACTS OR OMISSIONS, OF THE

CITY, ITS OFFICERS, SERVANTS, EMPLOYEES, AGENTS, VOLUNTEERS, AND ELECTED AND APPOINTED OFFICIALS. THE ONLY EXCEPTION TO THE FOREGOING RELEASE AND DISCHARGE SHALL BE AS AND TO THE EXTENT THAT SUCH RELEASE AND DISCHARGE IS BARRED BY OPERATION OF LAW.

PART V
DEFAULT & TERMINATION

15. Default or Breach of Lease. City and Lessee agree that every condition, covenant, and provision of this Lease is material and reasonable. Any breach by Lessee of a condition, covenant, or provision of this Lease will constitute a material breach and a default of Lessee's obligations under this Lease, including, but not limited to:

- a. Use of the Premises for any unlawful purpose;
- b. Interference with Airport operations or with the use of the Airport by others;
- c. Abandonment of the Premises;
- d. Assigning or subletting the Premises without the prior written consent of the City;
- e. Maintaining, committing, or permitting the maintenance or commission of a nuisance on the Premises;
- f. Any material failure to keep the Premises in a safe and sanitary condition;
- g. Altering the Premises in any manner, including without limitation, the use of combustible materials on or in the Premises; and
- h. Failure to perform any other term, covenant, or condition of this Lease.

16. Rights and Remedies are Cumulative. The rights of each of the parties hereto and remedies hereunder are cumulative, and in addition to any other, and all legal rights which either party may have in the event of any default or breach on the part of the other.

17. Termination. This Lease may be terminated:

- a. By either party at the end of the Initial Term by providing the other party at least thirty (30) days written notice prior to the end of the Initial term of its intent to not exercise the option for the Renewal Term;
- b. By written agreement of both parties at any time, or
- c. By the City upon breach by Lessee of any covenant or condition of this Lease which is not cured within fourteen (14) days after written notice thereof from the City.

Any holding over by Lessee or its successors, at the expiration or termination of this Lease, in whatever manner its termination may be brought about, shall not operate as a renewal of this Lease, but during the period of such holding over Lessee shall be a tenant at will of the City.

PART VI
GENERAL CONDITIONS

18. Access by City; Inspection. City and its designated agents and employees shall at all times have reasonable access to the Premises for the purpose of inspection and to determine compliance with the provisions of this Lease. The City shall provide reasonable advance notice of the inspection; however, Lessee consents to immediate entry in the case of an emergency based on health and safety concerns.

19. Assignment and Subletting Prohibited. Assignment and/or Subletting is strictly prohibited.

20. Obligations of the City. The City agrees:

- a. To allow access to and from the Premises.
- b. To coordinate with Lessee to remove all hazards in the PLA prior to mowing/shredding.

21. Additional Obligations of Lessee. The Lessee agrees:

- a. To comply with applicable provisions of the Brenham Municipal Airport Minimum Standards as approved by City Council July 2, 2020 (attached hereto as “Exhibit B”) and as may be amended.
- b. Access to and maintenance of the Premises will not be restricted without prior agreement. Lessee is permitted to perform maintenance on the PLA as it deems necessary. Any significant or permanent alterations to the PLA must be approved in writing by the City.
- c. Prior to the first parachute operation at the Brenham Municipal Airport or related service fee charged, Lessee agrees to provide to the City the following operating documents, the provisions of which shall conform to the requirements of all applicable laws and regulations. Once received by the City, the provisions in these operating documents shall be incorporated into this Lease agreement for all purposes, as if set forth herein. The City reserves the right to request changes or additions to the operating documents at any time during this Lease agreement. The procedures outlined within the operating documents shall be adhered to by all employees and patrons of Lessee. Operating documents shall be available for public review in the Skydive Freedom main offices during regular office hours.
 - i. Flight Operations Handbook
 - ii. Standard Operating Procedure
 - iii. Emergency Event Plan
- d. To maintain active membership as a United States Parachute Association Group Member (USPA).

22. City’s Reserved Rights.

- a. Airport Airspace Analysis. City hereby reserves the right at any time to request Skydive Freedom perform and submit to the Federal Aviation Administration

(FAA) an Airport Airspace Analysis (AAA) on the provided 7460-1 standard form or as otherwise required by the FAA.

- b. Development. City, at its sole discretion, reserves the right to further develop or improve the aircraft operating area or other areas of the Airport as it sees fit and to take action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent Lessee from erecting or permitting to be erected, any building or other structure on the Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft.
- c. Oil, Gas, Mineral Interests. It is understood and agreed that this Lease is made subject and subordinate to the terms of any oil, gas, and other mineral interest; leases; or right-of-way easements of any nature that may have been executed heretofore.
- d. Other Contracts. This lease shall be subordinate to the provisions of any existing or future agreement between the City and the United States, relative to the operation or maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to City of federal funds for the development of the Airport.
- e. Other Leases. Nothing herein contained shall limit City with respect to granting of leases to other aviation tenants under terms different than as herein set forth or to granting of leases for non-commercial aviation or non-aviation purposes at terms different from those set forth herein.

23. Compliance with Law and Rules. Lessee shall at its own cost and expense comply with all applicable state, federal and local laws, ordinances, rules and orders of the City of Brenham, County of Washington, State of Texas, the United States of America or other authorities pertaining to the operation of the Premises pursuant to the provisions of this Lease whether such laws, ordinances, rules and orders be now in force or hereinafter enacted. Specifically, the Lessee shall practice in accordance with all Advisory Circulars adopted by the Federal Aviation Administration, and shall follow and adhere to all policies, procedures and practices as implemented by the USPA. The judgment of any court of competent jurisdiction, or the admission by Lessee in a proceeding brought against Lessee by any government entity that Lessee has violated any such laws, ordinances, rules or orders shall be conclusive as between City and Lessee and shall be grounds for immediate termination of this Lease by City. Additionally, any conduct by Lessee or by Lessee's invited guests in the operation of aircraft in the air or on the ground, or any other conduct which violates any duly promulgated rule or regulation applying to the Brenham Municipal Airport or which violates any generally accepted safety standard, or which endangers the safety of persons or property at or in the vicinity of the Brenham Municipal Airport shall constitute a default under this Lease and shall be grounds for immediate termination of this Lease by City.

This Lease and all the provisions hereof shall be subject to whatever right the United States government now has, or in the future may have or acquire, affecting the control, operation,

regulation, and taking over of the Brenham Municipal Airport, or the exclusive or nonexclusive use of the Brenham Municipal Airport, by the United States during the time of war or national emergency or otherwise.

24. Waiver. Waiver by either party of a breach or any covenant of this Lease will not be construed as a continuing waiver of any subsequent breach or of the enforcement of any other provision hereof. No waiver by either party of a provision of this Lease will be considered to have been made unless expressed in writing and signed by all parties.

25. No Joint Venture or Partnership. The parties intend by this Lease to establish the relationship of City and Lessee only and do not intend to create a partnership, joint venture, joint enterprise, or any business relationship other than that of Lessor and Lessee. Additionally, nothing contained in this Lease shall be construed to create and the parties do not intend to create any rights in third parties.

26. Governing Law and Venue. This Lease shall be governed by the laws of the State of Texas. All parties to this Lease agree that all actions or proceedings arising in connection with this Lease shall be tried and litigated only in the County of Washington.

27. Binding on Heirs. The provisions of this Lease shall insure to the benefit of and be binding upon the parties and their respective heirs, legal representatives, successors, and assigns. No delay on the part of the City or Lessee in exercising any right, power, or privilege shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege constitute such waiver nor exhaust the same, which shall be continuing.

28. Section Headings. The headings contained in this Lease are added for the convenience of the parties and are for reference only. Such headings shall not, independently of the text of this Lease, provide any rights or create any obligations not otherwise expressly set forth herein.

29. Notices. Notices to City and Lessee shall be given at the following addresses:

CITY:

City Manager
City of Brenham
200 W. Vulcan Street
Brenham, Texas 77833

LESSEE:

Egidiosky LLC

30. Complete Lease. City and Lessee agree that this instrument contains the entire, sole, and only Lease between them concerning the leased Premises, and correctly sets forth their rights and obligations to each other concerning the leased Premises as of its date. Any Lease or representations respecting the Premises or the duties of either City or Lessee in relation thereto, not expressly set forth in this instrument or the attachments thereto, is null and void. This Lease may only be modified by a written amendment hereto.

31. Severability. In the event that any provision of this Lease is finally held or determined to be illegal or void by a court having jurisdiction over the parties, the remainder of this Lease shall remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portion of this Lease.

32. Attorney's Fees. If either party retains an attorney to enforce this Lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

EXECUTED this _____ day of _____, 2021

CITY OF BRENHAM (LESSOR)

Milton Y. Tate, Jr., Mayor
City of Brenham

ATTEST:

Jeana Bellinger, City Secretary

**EGIDIOSKY LLC (LESSEE) D/B/A
SKYDIVE FREEDOM**

Name:
Title:



Exhibit A - Primary Parachute Landing Zone

EXHIBIT "B"
Brenham Municipal Airport
Minimum Standards



BRENHAM MUNICIPAL AIRPORT

MINIMUM STANDARDS

**ADOPTED
JULY 2, 2020**

Minimum Standards

Table of Contents

Definitions

Section 1 General Standards

Section 2 Conducting Business at the Airport

Section 3 Commercial Operations

Section 4 Insurance

Section 5 Building/Improvement Standards

Section 6 Leasing

Appendix A Business Application

DEFINITIONS

Accident: A collision or other contact between any part of an aircraft or a vehicle, person, stationary object or other thing which results in property damage, personal injury, or death; or an entry into or emerging from a moving aircraft or vehicle by a person which results in personal injury or death to such person, or some other person, or which results in property damage.

Advisory Board: City appointed board that makes recommendations to the City pertaining to Airport related matters.

Advisory Circular (AC): FAA publications consisting of all non-regulatory material of a policy, guidance, and technical nature. Used as basic source for most Airport design criteria.

Aeronautical Activity: Any activity or service conducted on Airport property, which involves, makes possible, or is required for the operation of aircraft, or contributes to, or is required for, the safety of such operations.

Aeronautical Activities include, but are not limited to:

- General and corporate aviation
- Air taxi and charter operation
- Aerial photography
- Pilot training
- Aircraft rental
- Sightseeing
- Aerial surveying
- Crop dusting
- Aircraft sales and service
- Aviation fuel and oil sales (whether or not conducted in conjunction with other included activities)
- Repair and maintenance of aircraft
- Sale of aircraft parts
- Aviation fire suppression
- Aviation advertising
- Aircraft management
- Any other activities that, because of their direct relationship to the operation of aircraft can appropriately be regarded as an aeronautical activity.

The following are non-aeronautical activities:

- Ground transportation (taxis, car rentals, limousines)
- Restaurants
- In-flight food catering
- Barber shops
- Auto parking lots

Air Traffic: Aircraft in operation anywhere in the air or, when under their own power, on the ground.

Aircraft: Means any device intended to fly in the air.

Aircraft Charter and Air Taxi Services: An Air Charter or Air Taxi Operator engages in the business of providing air transportation (persons or property) to the general public for hire, on an basis under Code of Federal Regulations CFR 14 Part 135 of the Federal Aviation Regulations.

Aircraft Fuel: Means all flammable substances expressly manufactured and blended for the purpose of operating an Aircraft engine.

Aircraft Operator: Person in charge or command of an aircraft. The Aircraft Operator may, or may not be, the owner of the aircraft.

Airport Layout Plan (ALP): An FAA/TxDOT approved set of drawings showing Airport boundaries, physical features and proposed additions to all areas owned or controlled by the sponsor for Airport purposes, the location and nature of existing and proposed Airport facilities and structures, and the location on the Airport of the existing and proposed non-aviation areas and improvements thereon. The drawings also show local airspace, approach areas and obstructions in the approach areas.

Airport Master Plan (AMP): Presents a conception of the ultimate development of a specific Airport. It presents the research and logic from which the plan was evolved and displays the plan in a written report.

Airport Owner: The Airport Owner is the City of Brenham.

Airport Rates and Charges: A schedule of fees approved by the City payable by users and Operators at the Airport.

Airport Tenant: A person who leases or uses property at the Airport solely for the purpose of storing Based Aircraft, and who is not engaged in any Commercial Operation.

Airside: The area of the Airport that is either contained within the Airport perimeter fence or which requires access through a building located on or adjacent to Airport property which requires access to an Airport surface such as runways, taxiways, or aprons.

Airspace: Space in the air above the surface of the earth or a particular portion of such space, usually defined by the boundaries of an area on the surface projected upward.

Air Traffic Pattern: The Air Traffic flow that is prescribed for aircraft landing at, taxiing on, or taking off from the Airport.

Apron: A defined pavement area, intended to accommodate aircraft for purposes of loading or unloading passengers or cargo, servicing and parking.

Avionics, Instruments or Propeller Repair Services: A service that engages in the business of and provides a shop for the repair of aircraft avionics, propellers, instruments, and accessories for general aviation aircraft. This category may include the sale of new or used aircraft avionics, propellers, instruments, and accessories.

AWOS (Automated Weather Observation System): AWOS is a fully configurable airport weather system that provides continuous, real-time information and reports on weather conditions. This information includes barometric pressure, wind speed and wind gusts, temperature and dew point, visibility, sky condition, precipitation, thunderstorms, freezing rain and runway surface conditions.

Based Aircraft: Aircraft which the owner physically locates and domiciles at the Airport intending that it remain for an undetermined period, and which, whenever it is absent from the Airport, the owner intends to return it to the Airport.

Building: Main portion of a structure, all projections or extensions there from, any changes or additions thereto, and shall include garages, outside platforms, docks, carports, canopies, eaves and porches.

Building Area: An area on an Airport to be used, considered, or intended to be used, for Airport buildings or other Airport facilities or rights-of-way, together with all Airport buildings and facilities located thereon.

City: The City of Brenham, Texas and Owner of the Brenham Municipal Airport.

Commercial Operator: Person who provides goods or services at the Airport for compensation. Such activities are deemed "Commercial Operations." An activity is considered Commercial Operation regardless of whether the business is non-profit, charitable, or tax exempt.

FAA: Federal Aviation Administration.

FAR: Federal Aviation Regulations.

Fixed Based Operator (FBO): A commercial business granted the right by the City to operate on the Airport and provide aircraft fueling and line service along with other aeronautical services such as hangaring, tie-down, parking, aircraft rental, aircraft maintenance, and flight instruction.

Flagging and/or Hawking: Any method or means used from any location to attract incoming aircraft for the purposes of selling fuel or providing other services (except the use of fixed signs if approved by the City). "Flagging" and/or "Hawking" is **Prohibited** on the Brenham Municipal Airport.

Flying Club: An entity or organization organized solely for the purpose of providing its members with one or more aircraft for their personal use and enjoyment.

Fuel Flowage Fees: Fees levied by the City per gallon of aviation gasoline and jet fuel sold at the Airport.

Hangar: Fully enclosed structure intended to house aircraft, either for purposes of storage, or while undergoing maintenance and repair. (See Shade Hangar)

Hazardous Material: Hazardous or toxic substance, waste or material which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, teratogenic, or otherwise hazardous, and is or becomes regulated by any governmental authority, agency, department, board, agency or instrumentality of the United States, the State of Texas or any political subdivision thereof.

Improvements: All buildings, structures and facilities, including pavement, fencing, signs and landscaping, constructed, installed or placed on, under or above any leased area by or with the concurrence of a lessee.

Landing Area: Any locality, either on land or water, including Airports, heliports and STOL (Short Take-Off and Landing) ports, which is used or intended to be used for the landing and takeoff or surface maneuvering of aircraft, whether or not facilities are provided for the shelter, servicing, or repair of aircraft, or for receiving or discharging of passengers or cargo.

Landside: The general public common use areas of the Airport such as public roadways, parking lots and buildings.

Lease: A written agreement between the City and a person granting permission to use Airport land and/or buildings, and/or authorizing the conduct of specified activities.

Line Service: The general pre-flight or post-flight dispensing of aviation fuel, checking aircraft engine oil, adding aircraft engine oil, windshield cleaning, etc. conducted at an FBO area by line personnel dispensing fuel from a truck designed for such purposes.

MIRL (Medium Intensity Runway Lights): Runway edge lighting is used to outline the edges of runways during periods of darkness or restricted visibility conditions. These light systems are classified according to the intensity they are capable of producing. Many MIRL systems have variable intensity controls. At airports where there is not a control tower, Pilot Controlled Lighting, or PCL, is used where pilots can adjust the lighting themselves by keying a microphone button a certain number of times.

Non-Commercial Operators: A person or entity that neither offers nor provides goods or services to the public for compensation.

Operator: Any person conducting Aeronautical Activity at the Airport.

PAPI (Precision Approach Path Indicators): The PAPI system primarily assists by providing visual glide slope guidance in non-precision approaches environment. These systems have an effective visual range of at least 3 miles during the day and up to 20 miles at night. The row of light units is normally installed on the left side of the runway and the glide path indications are two red and two white (2 red ●●●●) when on proper glide path angle of approach. Light combinations

indicate when slightly high (3 white ●●●), significantly high (4 white ●●●●), slightly low (3 red ●●●) and significantly low (4 red ●●●●). **Person:** An individual; a corporation, firm, partnership, association, organization, agency, and any other group or entity acting as a unit; the state, county, and/or political subdivision of the state, or other governmental entity. Person also includes a trustee, receiver, assignee or similar representative.

Ramp: Paved area suitable for aircraft parking.

REIL (Runway End Identifier Lights): The Runway End Identifier Lights (REIL) system provides rapid and positive identification of the end of the runway. The system consists of two synchronized, unidirectional flashing lights. The lights are positioned on each corner of the runway landing threshold, facing the approach area, and aimed at an angle of 10 to 15 degrees. REIL is effective for identification of a runway surrounded by a preponderance of other lighting; identification of a runway which lacks contrast with surrounding terrain; and identification of a runway during reduced visibility. The REIL provides three intensity settings and has an approximate range of three miles in daylight and twenty miles at night. The REIL can be controlled by the air traffic control tower, remotely by the pilot, by automatically sensing the electrical current through the runway edge lights, or manually from the control cabinet.

Repair Facility: Facility utilized for the repair of aircraft to include airframe, power plant, propellers, radios, instruments and accessories. Such facility will be operated in accordance with pertinent local, state and FAA regulations.

Roadway: Any street or road whether improved or unimproved, within the boundaries of the Airport and set aside or designated for use by vehicles, whether dedicated or not.

Runway: Segments of land at the Airport prepared and marked for use by aircraft in taking-off and landing.

Specialized Aviation Services Operator (SASO): A person offering one of more specialized aeronautical services at the Airport, including without limitation the following activities:

1. Aircraft/Helicopter Sales
2. Airframe, Engine and Accessory Maintenance and Repair
3. Aircraft Leasing or Rental Services
4. Flight Training Services
5. Avionics, Instruments or Propeller Repair Services
6. Aircraft Charter and Air Taxi Services
7. Hangar Leasing Services
8. Specialized Commercial Flying Services
9. Aerial Applicators
10. Mobile Aircraft Washing Services
11. Mobile Aircraft Maintenance and Repair Services

SASOs are not authorized to offer aircraft fueling.

Specialized Commercial Flying Services: A Specialized Commercial Flying Services Operator engages in air transportation for hire for the purpose of providing the use of aircraft for the following activities:

1. Non-stop sightseeing flights that begin and end at the same Airport.
2. Aerial advertising
3. Aerial photography or survey
4. Power line or pipeline patrol
5. Fire fighting
6. Any other operations specifically excluded from FAR Part 135 of the Federal Aviation Regulations

Sublease: Lease granted by a lessee, only with permission from the City, to another entity for all or part of the leased property.

Taxilane: Portion of the Airport apron area, or any other area, used for access between taxiways and aircraft parking and storage areas.

Taxiway: Defined path established for the taxiing of aircraft from one part of the Airport to another.

Taxiway Safety Area: A cleared, drained, and graded area, symmetrically located about the extended taxiway centerline and adjacent to the end of the taxiway safety area.

Terminal Apron: The paved or surface-treated area adjacent to the terminal building reserved for used by itinerant aircraft, also for aircraft refueling, or the loading or unloading of passengers or cargo, and includes that portion of the parking apron reserved for aircraft owners leasing space from the City for month-to-month parking.

Terminal: Airport Building with both Airside and Landside access for aircraft Operators and passengers. The Terminal provides restrooms, lounge area, and conference area.

Tie-Down: Area within an open-air aircraft parking or storage area where aircraft may be secured to the ground, either by use of fixed tie-down points, or by use of moveable anchors.

Transient Aircraft: Aircraft that is not a Based Aircraft at the Airport.

T-Hangar: An aircraft hangar in which aircraft are parked alternately tail to tail, each in the T-shaped space left by the other row of aircraft or aircraft compartments.

SECTION 1

GENERAL STANDARDS

Section 1 General Standards

The following Minimum Standards for Commercial and Non-Commercial Operators at the Brenham Municipal Airport ("Minimum Standards") have been adopted by the City of Brenham City Council for the Brenham Municipal Airport ("Airport"). The definitions used in this document are located before Section 1. Defined terms are capitalized. The Minimum Standards regulate conduct of Aeronautical Activities at the Airport and specify certain provisions that will be included in the Airport lease, license, permit or concession agreements, and apply uniformly to all persons operating at the Airport. Any person operating on or from the Airport consents to be bound by these standards. Failure by Airport users to comply with the Minimum Standards could result in loss of use of the Airport.

1. The Airport Owner retains the right and/or obligation to do the following:
 - A. Perform any or all of the functions of an FBO. If so inclined, the Airport Owner may retain a proprietary right to offer any or all FBO services and/or products and allow no FBO to offer the same services or products at the airport.
 - B. Enter into contracts with other FBO's to operate similar or competitive businesses at the Airport without regard to the wishes or desires of existing FBOs. Any new contracts will be written to standards applicable at that time. If a new contract agreement gives an economic advantage to the new FBO, the airport owner may renegotiate its contract with the disadvantaged FBO; however, under no circumstances will the Airport Owner be held liable or required to pay damages for services, equipment or any other obligations which were required by past or current contracts.
 - C. Approve an FBO's placement of buildings, parking areas, or equipment to assure such development is accomplished in an orderly fashion and does not impede the future development or expansion of the Airport as shown on an FAA or Texas Department of Transportation approved Airport Layout Plan or Master Plan.
 - D. Maintain the Airport in a safe and serviceable condition.
 - E. Collect all fees for the use of the Airport; these fees include lease hangar space, office space, T-hangar space, aircraft or auto parking areas, fuel flowage fees, and tie-down fees. The Airport Owner may charge these fees as long as such fees are fair and appropriate and not intended to discriminate for or against any FBO or airport user or type of user.
 - F. Increase or decrease the fee or required services of an FBO at any time the FBO's contract is renegotiated or at any such time as authorized by the lease contract.

G. Impound any personal property, tools, furniture, aircraft (excluding transient aircraft not owned by the lessee), or equipment located on the leased property and hold or liquidate such until all fees and taxes due the Airport Owner are paid, subject to a court judgment.

H. Reserve the right to take any actions necessary to protect the safety and usability of the Airport and the approach surfaces to all runway ends.

2. Payment and Fees

(A) **Service Charge** - An FBO must pay all responsible rentals, fees, or charges in a timely manner. The Airport Owner retains the right to assess a service charge for any late payments due to the Owner.

(B) **Bond** - An FBO must show proof of financial responsibility or be properly bonded with the Airport Owner listed as beneficiary in the event the FBO cannot or will not return the property to an acceptable condition after the term to the lease or if the lease is prematurely terminated.

(C) **Utilities** - An FBO must arrange for water and wastewater, gas, electricity, telephone, and any other utilities it uses on the Airport and pay all responsible charges in a timely manner throughout the term of the lease.

(D) **Taxes** - An FBO will pay all responsible taxes in a timely manner.

(E) **Other Bills** - An FBO will pay all responsible bills in a timely manner.

3. Implementation Official.

The City Manager or his designee shall enforce the Minimum Standards.

4. Airport Open on Nondiscriminatory Basis.

Facilities on the Airport shall be open to all classes of users on fair and not unjustly discriminatory basis. The FAA has exclusive jurisdiction to determine issues of fair treatment and unjust discrimination.

5. Hangar Space.

Except as otherwise provided in this section, no person may offer for hire on the Airport any hangar or shelter for aircraft, related service equipment, or surface vehicle unless such person has leased premises from the City as an FBO or SASO.

6. Compliance with laws and Health, Fire, Construction, and Zoning Codes.

All persons utilizing the Airport shall comply with Federal, State, and local laws, including the requirements of all City health, fire, construction, and zoning codes applicable to the Airport and its operation. All construction at the Airport shall comply with all generally applicable building codes adopted by the City.

7. Inspections.

To the extent necessary to protect the rights and interests of the City or to assure compliance with the Minimum Standards or a lease, the City Manager or his designee, or any representative of the FAA or state agency having jurisdiction over the Airport, shall have the right to enter and inspect, upon notice, during reasonable hours, structures, premises, facilities, and improvements on the Airport to determine compliance with these Minimum Standards and any applicable lease provisions.

8. Surface Vehicles, Limits on Weight.

No vehicle with dual-wheeled axle loadings of more than 40,000 pounds is allowed on any paved or treated aircraft movement or parking areas.

9. Civil Rights.

Persons using this Airport shall comply with all provisions of applicable civil rights laws and regulations, as said laws and regulations may be amended periodically, including but not limited to the Civil Rights Act of 1964 and Title 49 C.F.R. § 21.1 et seq. implementing Part 21 NONDISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS OF THE DEPARTMENT OF TRANSPORTATION - EFFECTUATION OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 of the Regulations of the U.S. Department of Transportation.

10. Surface Vehicles on Airport.

Except to the extent needed to service or load aircraft or to access hangars, no private or commercial vehicle shall be driven or parked on any area other than designated roads or automobile parking areas.

11. Complaints.

Complaints against any Aircraft Operator, Owner or their employee for violations of these Minimum Standards shall be in writing alleging the infraction, date, persons, and any witnesses thereto and signed by the complainant and filed with the City Manager's office.

12. Use of Land within the Airport.

Property within the Airport may be primarily used only for Aeronautical Activities, but secondary non-aeronautical uses are permitted if:

- (A) the primary Aeronautical Activity is not interfered with;
- (B) it is not in violation of FAA regulations;
- (C) is specifically authorized by the City; and
- (D) if such secondary use will benefit the Airport or provide better for its maintenance or development.

13. Living Quarters.

No person may establish permanent living quarters on Airport property. The City may grant an exception for "Emergency Response" personnel.

14. Taxiway Access.

If not already provided, each Operator conducting Aeronautical Activities shall provide paved access from its Leased premises to the Airport's Taxiway/Taxilane/Apron or Ramp system. Such access shall meet all applicable FAA standards for the largest Aircraft type anticipated to use the Operator's premises.

15. License, Certificates, and Authorizations.

Each person conducting activities on or from the Airport, whether for compensation or not, must possess all licenses, certificates, and authorizations required by these Minimum Standards and by applicable law for the conduct of such operations.

- (A) Rights under a license, authorization, or contract granted by the City are not exclusive rights.
- (B) The City may terminate a license, permit or agreement after giving written notice of default if the recipient fails to cure its default within sixty (60) days, or such other time as may be specified in the license, permit, or agreement, except that notice and cure provisions for insurance requirements are set forth in Section 4. The City may terminate the lease, license, permit or agreement upon fourteen (14) days' written notice if the Licensee fails to maintain the required insurance.
- (C) No improvements or modifications to Airport property may be made without the prior written consent of the City.
- (D) No lease, license, permit, agreement, or any rights thereunder, shall be assigned without the prior written approval of the City.

16. Solicitation and Conduct

- (A) An FBO will not engage in the solicitation of its fueling or other services on or about the Airport in a loud, offensive, or objectionable manner. In the event of such questionable conduct, the Airport Owner will be the sole judge in determining if said conduct is a violation of the lease agreement and take any and all necessary steps to eliminate the undesirable condition, up to and including the termination of the FBO's lease contract.
- (B) An FBO will conduct business on the Airport in such a manner as to maintain a friendly and cooperative, though competitive, relationship with other operators engaged in similar businesses on the Airport. An FBO will not engage in open public disputes, disagreements, or conflicts which would tend to deteriorate the quality of service of either party involved or which would be incompatible with the best interest of the public of the Airport. The Airport

Owner has the right to resolve all such disputes, disagreements, or conflicts and the Airport Owner's determination will be binding upon all FBO's operating at the Airport.

17. Rules

An FBO must abide by all laws, rules, regulations, guidelines, terms, and conditions of the airport owner, the Texas Department of Agriculture, the Environmental Protection Agency, the National Fire Protection Association, International Fire Code, the Texas Department of Transportation, the Federal Aviation Administration, and any other applicable agencies in regard to the use and storage of pesticides, or other dangerous chemicals, the storage and dispensing of aircraft fuel, the storage, dispensing, and disposal of engine oil.

SECTION 2

CONDUCTING BUSINESS AT THE AIRPORT

Section 2 Conducting Business at the Airport

1. Conducting Business at the Airport.

All Commercial Operators must obtain a permit, license, lease or other agreement with the City prior to conducting any Commercial Operation at the Airport. The Minimum Standards shall be deemed to be a part of each Commercial Operator's Lease, license, permit or agreement with the City unless any such standards or provisions are expressly waived or amended by the City.

2. Requirements of all Commercial Operators.

Each Commercial Operator shall:

- (A) Have use of adequate space in an existing facility, through lease or other agreement, sufficient to accommodate the proposed operation.
- (B) Maintain insurance as required by the Minimum Standards.
- (C) Pay all applicable established fees and charges when due, including Fuel Flowage Fees. Such fees shall be set by City Council and published in the Airport Rates and Charges. Airport Fuel Flowage Fees may be revised periodically and adjusted as the market dictates.
- (D) Control the conduct and demeanor of its personnel, subtenants, licensees and invitees.
- (E) Shall do nothing that interferes with the effectiveness or accessibility of any public utility system, drainage system, sewer system, fire protection systems, sprinkler system, alarm system or fire hydrant and hoses.
- (F) Provide for proper handling and disposal of all hazardous materials generated by the business. Handling and disposal must meet all federal, state and local guidelines.
- (G) Meet all requirements outlined in the Airport Storm Water Pollution Prevention Program and Spill Prevention Control and Countermeasures Program.
- (H) An Operator may not utilize space or land leased to another without permission from Lessee.

3. Multiple Activities by One Commercial Operator.

Whenever a Commercial Operator conducts multiple activities pursuant to one lease, license, permit or agreement with the City, the Commercial Operator shall comply with the Minimum Standards set forth herein for each separate activity being conducted. If the Minimum Standards for one of the Commercial Operator's activities are inconsistent with those for another of the Commercial Operator's activities, then the Minimum Standards which are most beneficial to the Airport, and/or which are most protective of the public's health, safety and welfare, shall control as determined by the Airport Owner.

4. Activities not Covered by Minimum Standards.

Any activity for which there are no specific Minimum Standards set forth herein shall be subject to such standards and provisions as are developed by the City on a case-by-case basis and set forth in such Commercial Operator's written lease, license, permit or agreement with or from the City.

5. Waiver or Modification of Standards.

The City may waive or modify any portion of the Minimum Standards for the benefit of any governmental agency performing non-profit public services, emergency response, fire protection or fire-fighting operations.

6. Airport Business Permit Application Process.

To conduct a Commercial Operation at the Airport, a Person shall submit an Airport Business Permit application (Exhibit "A", subject to periodic revisions) and receive approval from the City. The application can be obtained from the Development Services Department of the City of Brenham. In addition to the following requirements, the City may require the applicant to provide additional information when appropriate to ensure compliance with the Minimum Standards. The applicant shall, at minimum, submit the following documentation with the application:

- (A) A detailed description of the scope of the intended operations, including all services to be offered.
- (B) The amount of land, office space, and/or aircraft storage areas required for the operation.
- (C) A detailed description of any improvements or modifications to be constructed or made to Airport property.
- (D) The proposed hours of operation.
- (E) A copy of a current lease/sublease or other agreement with the City or an Airport tenant.
- (H) Individual flight instructors not affiliated with a Commercial Operator, and FAA Designated Examiners, may provide services to pilots who operate their own aircraft without obtaining a license from the City.

The completed application and documentation shall be submitted to:

(Mailing address)
City of Brenham
Development Services Department
P.O. Box 1059
Brenham, Texas 77834-1059

(Physical address)
City of Brenham
Development Services Department
200 W. Vulcan Street
Brenham, Texas 77833

7. Application Processing.

The City shall review fully completed and submitted applications within sixty (60) days of submission. The City may approve or disapprove an application for a license, permit or agreement to conduct activities at the Airport. The City may approve any such application that meets the criteria stated in the Minimum Standards. Grounds for denial include the following:

- (A) The applicant does not meet the qualifications and standards set forth in the Minimum Standards.
- (B) The activities will require the City to expend funds, or to supply labor or materials as a result of the applicant's activities if either City chooses not to do so, or if it will result in a financial loss to the Airport.
- (C) No appropriate space or land is available to accommodate the proposed activities.
- (D) The proposed activities are not consistent with the Airport Master Plan or Airport Layout Plan.
- (F) The applicant or any of its principals has knowingly made any false or misleading statements in the course of applying for a license, permit or agreement.
- (G) The applicant or any of its principals has a history of violating FAA regulations, or any other applicable laws, ordinances, rules or regulations, or Minimum Standards.
- (H) The applicant has not submitted appropriate documentation supporting the proposed activity as required by Section 2, Conducting Business on the Airport.
- (I) Approval of the application would not be in the best interest of the Airport. Any denial on this ground must be within the discretion afforded to the City under applicable FAA regulations.

SECTION 3

COMMERCIAL OPERATIONS

Section 3 Commercial Operations

1. General

Prior to operation a Fixed-Base Operator (FBO) or Specialized Aviation Services Operation (SASO), an application must be filed, and approval must be granted by the City.

2. Fueling

Only an approved FBO may sell aviation fuel to the public pursuant to an approved fuel license. Private fuel storage facilities are not permitted on the Brenham Municipal Airport, except to the limited extent that an individual Aircraft Operator, desiring to self-fuel only his Aircraft: (1) obtains written permission from the City after demonstrating compliance with AC-150/5190/6; (2) obtains written permission from the City Fire Marshal; and (3) provides written evidence of insurance covering such activity and complying with Section 5.

3. Fixed-Base Operator (FBO)

No person may operate as an FBO unless that person has received and currently holds a valid authorization from the City. In addition to the requirements of Section 2, Paragraph 2, an FBO must meet and maintain the following requirements:

(A) Land and Facility Requirements.

An FBO must have a lease and facility meeting the following requirements:

- (1) Terminal Building: An FBO must have use of a tenant developed Terminal building (non-hangar space) consisting of at least 2,000 square feet with a minimum of at least 1,000 square feet dedicated to customer service and support functions.
- (2) The Terminal Building may be attached to the Hangar Facility.

(B) FBO Services

An FBO must provide the following services:

- (1) Hours of Operations
An FBO must provide Jet A and Avgas for aircraft fueling and line services seven (7) days per week, from 7:00 AM until at least 7:00 PM. An FBO shall also be on-call twenty-four (24) hours per day with after-hours response times of one (1) hour or less. FBO must provide Aircraft line servicing as identified in Section 3. 24-hour contact information must be posted on-site and provided to the City of Brenham Development Services Department.
- (2) Aviation fueling
 - (a) In accordance with local, state and federal requirements, the FBO shall comply with the latest adopted edition of the International Fire Code (IFC) as published by the International Code Council (ICC) and as amended by local ordinance. Additionally, the FBO shall comply with the NFPA 407 Standard for Aircraft Fuel Servicing Latest Edition

as published by the National Fire Protection Association and is unamended. Lastly, the FBO shall comply with FAA Advisory Circular 150/5230-4B, as amended; all requirements of the Airport Ordinance; and all other applicable laws and regulations related to aircraft fuel handling, dispensing and storage.

- (b) The FBO shall provide dispensing equipment sufficient to serve the needs of the aircraft frequenting the Airport, including the provision of at least one Jet A refueling vehicle and one Avgas refueling vehicle. Jet A refueling vehicles shall have single-point and over-the-wing fueling capabilities and a minimum capacity of 2,000 gallons. Avgas refueling vehicle shall have a minimum capacity of 300 gallons. An FBO shall arrange for back-up refueling vehicles (with the same capabilities and minimum capacities). All equipment must be inspected and approved by the City prior to its use for Airport purposes. The metering devices shall be annually checked, inspected, and certified by appropriate state agencies. The City may inspect such periodically to ensure equipment compliance with all standards.
- (c) The FBO shall require all of its fuel-handling personnel to complete training courses, obtain a fuel handler's certification, and receive periodic refresher training as required by FAA. The Supervisory Training Program must be obtained by completing an FAA authorized Supervisory Fuel Safety training course. All employees who fuel aircraft or otherwise handle fuel must receive at least initial on-the-job training and recurrent instruction every twenty-four (24) consecutive calendar months in fire safety from a trained supervisor. The City Fire Department, the City, TxDOT, and FAA may periodically inspect the FBO's activities and personnel to ensure adherence to safe practices.
- (d) The FBO shall develop a Standard Operating Procedure (SOP) for aviation fueling activities and submit for approval to the City. The SOP shall include a plan of action in case of a fuel spill. Any changes or updates to the SOP must be immediately communicated to the City of Brenham Development Services Department. All fuel trucks/equipment shall meet all applicable local, state and federal codes and be approved for use by the local Fire Marshal and City Manager or his designee and meet the requirements of the latest edition of the National Fire Protection Association Standard, 407 – "Standard for Airport Fuel Servicing, ", published by the National Fire Protection Association. Each mobile fuel vehicle must have a spill kit.
- (e) All mobile fuel trucks must be parked on a paved surface.

(3) Aircraft line services

- (a) The FBO shall employ and have on duty during required hours of operation at least one properly trained and qualified employee capable of providing aircraft fueling, aircraft parking, and ancillary aircraft services and related customer services and support.
- (b) The FBO shall have and maintain the equipment that is required to safely and efficiently tow the aircraft frequenting the Airport, including a tug and tow bars with rated draw bar rating sufficient for such aircraft.
- (c) The FBO must have capability to remove disabled aircraft from any Airport movement surface or safety areas.
- (d) The FBO shall maintain the tools and necessary supplies for the servicing of aircraft types expected to use the Airport.

(4) Concierge Services

The FBO must have:

- (a) Available a minimum of one (1) courtesy car for customer services and support.
- (b) A telephone for public use.
- (c) A pilot and passenger lounge with restrooms, water and/or coffee or other drinks that may be provided complimentary or for sale.

(C) Subcontracting Services, Subleasing; Restrictions

- (1) The FBO may subcontract aircraft maintenance and repair services and the retail sale of aircraft parts and accessories, provided that such subcontractor meets the Specialized Aviation Services Operator (SASO) requirements of these Minimum Standards as stated therein and in such areas as are approved by the Airport Management. The subcontractor must be based on the Airport.
- (2) The FBO shall not sublease, permit or allow any other person to operate as a SASO within the FBO leased or permitted area, or to conduct any business venture, without the prior written approval of the City.

(D) General Requirements

The FBO is required to perform the following functions or abide by the following rules:

- (1) Make its business open to all forms and classes of Aeronautical Activity.

- (2) Obtain approval from the City before reducing any services included in the FBO's agreement with the City.
- (3) Furnish all applicable services in a fair, equal, and nondiscriminatory manner to all Airport users.
- (4) Abide by any and all rules, requirements, or mandates placed upon the City by the FAA or the State of Texas, including, the Grant Assurances of FAA grants and the Terms and Conditions of the State of Texas grants.
- (5) Will not allow its personnel to conduct "Flagging or Hawking" of aircraft in an attempt to direct them to their locations.
- (6) The FBO does not have the right to perform any service or business on the Airport unless such service or business is included in the current agreement with the City.

(E) Fees to Include Fuel Flowage Fees

- (1) The FBO shall pay the Airport Fuel Flowage Fees on all fuel, Jet A, Vehicle, Diesel, etc. dispensed on Airport property.

4. Specialized Aviation Services Operator (SASO)

No person may operate as a SASO unless that person has received and currently holds a currently valid written authorization from the City. In addition to the requirements of Conducting Business at the Airport, Section 6, a SASO must meet the following requirements:

(A) General Requirements

A SASO must meet the following general requirements and all requirements in Commercial Operations Sections 5 thru 15 specific to each activity the SASO will conduct:

- (1) The entity must have:
 - (a) A lease with sufficient and appropriate space to conduct the functions of the SASO as it has represented it will perform for a period of a minimum of twelve (12) months for either leased Airport property or Airport property with City-owned facilities on it, said lease having been approved by the City Council.
 - (b) A sublease from an FBO or another SASO with sufficient and appropriate space to conduct those functions as a SASO that the City has approved and shall set out in the written authorization. The sublease shall define the type of business and service to be offered by the sub-lessee SASO.

The sub-lessee SASO shall meet all of the Minimum Standards established by the City for the categories of services to be furnished by the SASO. The Minimum Standards may be met in combination between lessee and sub-lessee. The sublease agreement shall specifically define those services to be provided by the lessee to the sub-lessee that shall be used to meet the standards.

- (2) A multiple services SASO engages in any two or more of the aeronautical services for which Minimum Standards have been herein provided.
 - (a) The SASO shall comply with the aircraft requirements, including the equipment thereon for each aeronautical service to be performed except that multiple uses can be made of all aircraft owned or under lease by SASO.
 - (b) The SASO shall obtain, as a minimum, insurance coverage, which is equal to the greater requirement for all individual aeronautical services being performed by SASO.
 - (c) The SASO shall have in its employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the Minimum Standards for each aeronautical service the SASO is performing as herein provided. Multiple responsibilities may be assigned to meet the personnel requirements for each aeronautical service being performed by the SASO.
 - (d) The SASO providing three (3) or more services shall lease a sufficient number of aircraft tie-down spaces or hangar space to meet the needs of the operations proposed.

5. Aircraft Sales

All SASOs conducting Aircraft Sales must meet the following additional requirements:

- A. If dealing in Aircraft, maintain an approved aircraft dealer's certificate from the FAA (if selling more than two (2) aircraft per year).
- B. Ensure that all other fees and taxes applicable to the sale of Aircraft are paid to the appropriate parties.

6. Airframe, Engine and Accessory Maintenance and Repair Services

All SASOs conducting Airframe, Engine and Accessory Maintenance and Repair Services must meet the following additional requirements:

- A. Provide sufficient shop space, equipment, supplies and availability of parts equivalent to that required for approved FAA repairs.

- B. Employ and have on duty during normal business hours at least one person who is currently certified by the FAA with ratings appropriate to the work being performed and who holds an Airframe and Power Plant rating.
- C. Conduct maintenance and repair operations, or business activities inside hangars or other structures designed for such activities unless the activity needs to be done outside of a hangar. Specific lease agreement and/or fire codes shall determine what hangars and other structures shall be approved for aircraft Maintenance and Repairs.
- D. Hangar space shall be leased for such SASOs operations.
- E. All maintenance and or repair services shall comply with the 2015 Edition of the International Fire Code (IFC) and applicable National Fire Protection Association (NFPA) Standards latest editions to include but not limited to NFPA 409 Standard for Aircraft Hangars, NFPA 410 Standard on Aircraft Maintenance.

7. Aircraft Leasing or Rental Services

All SASOs conducting Aircraft Leasing or Rental Services must meet the following additional requirements:

- A. Maintain all required FAA licenses, if required.

8. Flight Training Services

All SASOs conducting flight training services must:

- A. Have use of appropriate office space and adequate classroom facilities either at the Airport or at such other off-Airport location as needed for proper operations of the flight training services for the amount and type of training involved.

9. Avionics, Instruments or Propeller Repair Services

All SASOs conducting Avionics, Instruments or Propeller Repair Services must:

- A. Hold the appropriate certificates issued by FAA for the types of equipment planned to repair service and/or install.
- B. Employ and have on duty during the appropriate business hours, at least one person who is currently certified by the FAA with ratings appropriate to the services offered.
- C. Conduct operations or business activities only inside hangars or other structures designed for such functions, unless the activity needs to be done outside of a hangar.

10. Aircraft Charter and Air Taxi Services

All SASOs conducting Aircraft Charter and Air Taxi Services must meet the following additional requirements:

- A. Have current FAR Part 135 Certificates or provisional FAR Part 135 Certificates.
- B. All aircraft shall meet the requirements of their FAA certificate and Operating Specifications Manual.

11. Hangar Leasing Services

All SASOs conducting Hangar Leasing Services must:

- A. Lease sufficient land to accommodate the proposed number of hangars and/or T-Hangars based on the following:
 - 1. Compliance with any applicable FAA Minimum Standards for the storage of Aircraft for Hangars and T-Hangars.
- B. Register with the City the Aircraft based at the Airport stored within the Operator's Hangars or T-Hangars.

12. Specialized Commercial Flying Services

All SASOs conducting Specialized Commercial Flying Services must:

- A. Demonstrate availability of aircraft suitably equipped for the particular type of operation intended to perform.

13. Aerial Applicators

No person may use the Airport for loading, unloading, airframe/hopper/tank wash down, other than engine repair of any aircraft used to apply any insecticide, fungicide, rodenticide, or herbicide unless he first gets written permission from the City. The City shall not grant such a permit unless the applicant follows procedures for and obtains a SASO permit and, in addition, agrees to provide at its own expense a paved work area with adequate provisions to collect all debris, liquids, and other materials from such aircraft and deposit same in a container and dispose of same in a manner approved by the Federal Environmental Protection Agency, Texas Department of Health, Texas Commission of Environmental Quality, Texas Department of Water Resources, Texas Department of Agriculture, and code of ordinances and regulations of City of Brenham and Washington County.

14. Mobile Aircraft Washing Services

Aircraft washing is restricted to designated wash rack areas and/or other areas permitted under an approved Aircraft Washing Plan. All SASOs conducting Mobile Aircraft Washing Services must:

- A. Obtain approval of an Aircraft Washing Plan that contains the following information:
1. Name of individual/company conducting washing services, contact name and phone number.
 2. A site map of the area in which washing will occur. The site map must contain the following:
 - (a) An outline of the washing location to include location of runoff control structures.
 - (b) Approximate distance (in feet) from washing area to nearest drain(s).
 - (c) Reference to buildings, terminal, roads, etc.
 - (d) North arrow.
- B. A detailed description of washing method/operation, including the following details:
1. Wash water containment method(s), (ramp scrubber, containment boom, dry, etc.).
 2. Amount of water used per wash and frequency of operation.
 3. Name, amount of chemical(s) used per wash.
 4. If "dry" washing or washing/coating operations are to be conducted provide affirmation that tarps will be used to collect residual material for its proper disposal and protect the ramp (if appropriate).
- C. Safety data sheets (SDS) for all chemicals to be used.
- D. The method of disposal of retrieved wash/wastewater. If water is to be disposed of on Airport property, the following steps must be taken:
1. Disposal of wash/wastewater must be done through an oil/water interceptor into the sanitary sewer system; and
 2. Approval for the discharge of wash/wastewater on Airport property must be obtained from the City. The approval letter must be included in the final washing plan.

15. Mobile Aircraft Maintenance and Repair Services

All SASOs conducting Mobile Aircraft Maintenance and Repair Services must:

- A. Be currently certified by the FAA with ratings appropriate to the work being performed and who holds an Airframe, Power Plant, or Aircraft Inspector rating.
- B. Conduct all activities inside hangars, when feasible.

SECTION 4

INSURANCE

Section 4 Insurance

1. General Insurance Requirements

Each Aircraft Operator and Commercial Operator shall at all times maintain in effect the following types and minimum amounts of insurance as applicable to the business/operation to be conducted. All insurance shall be in a form and from an insurance company with a Best's financial rating of at least B++. "Claims Made" policies will not be accepted. All policies, except worker's compensation policy, shall name the City and its elected or appointed officials, officers, representatives, managers, agents and employees as "Additional Insureds," and the Operator shall furnish to the City certification of insurances evidencing the required coverage cited herein prior to engaging in any Airport activity. Such certificates shall provide for unequivocal thirty (30) day notice to City of cancellation, or material change of any policy limits or conditions. The City may require that a complete copy of an insurance policy be submitted to the City. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted. Following notice of failure to provide required insurance, the City may cancel any license, permit, or agreement if the default is not cured within fourteen (14) days from the date of notice.

2. Insurance on all Structures

At all times during the term of the lease of land at the Airport, the lessee, at its own expense, shall maintain insurance in the amount of one hundred percent (100%) of the replacement value on all structures on the leased property at the Airport protecting the lessee and the owner, as their interests may appear, against loss of damage or destruction by fire, accident, hurricane, lightning, windstorm, hail, explosion, vandalism, smoke and other perils.

3. Schedule of Minimum Insurance Requirements

A. Fixed-Based Operator

Commercial general aviation liability policy with coverage for premises, operations, and product liability.	\$1,000,000
Products and Completed Operations Liability	\$1,000,000
Hangar Keeper's Liability	\$1,000,000
Aircraft liability, with coverage for bodily injury and property damage, including passengers.	\$1,000,000

B. Specialized Aviation Services Operator (SASO)

Commercial general aviation liability policy with

coverage for premises, operations and products liability. \$1,000,000

Aircraft liability, with coverage for bodily injury and property damage, including passengers. \$1,000,000

C. All Other Operations/Users

General aviation liability policy with coverage for premises, operations and products liability. \$1,000,000

5. Special Instructions

A. Any Aircraft Operator seeking to "self-fuel," as defined in FAA Advisory Circular 150/5190-6 shall have a minimum \$1,000,000 general liability policy that contains an endorsement specifically permitting self-fueling.

B. Any Operator using service vehicles on the Airport premises in support of its operations shall maintain additional coverage of Comprehensive Business Automobile Liability with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage. The coverage shall include all, hired and non-owned automobiles

6. Additional Insurance Required

In addition to the types and amounts of insurance required by this Article, each Operator shall at all times maintain such other insurance as the City may reasonably determine to be necessary for such Operator's activities.

SECTION 5

BUILDING/IMPROVEMENT STANDARDS

Section 5 Building/Improvement Standards

1. Buildings and Structures

All buildings and structures owned by Operators on the Airport shall comply with State and local laws, codes and regulations. All buildings, structures and improvements must be maintained in a sound structural and mechanical condition throughout the term of use by Operator.

2. Maintenance of the Airport

Each Lessee of land or facilities on the Airport shall keep the leased area/facilities neat (appropriately painted where appropriate), trimmed, clean, free from any type of hazard of life, limb, or property, free from junk and debris. Maintenance of areas not leased shall be the responsibility of the City.

3. Buildings and Structures Standard

No person may construct, remodel, erect, or maintain any structure or shelter, either permanent or temporary, unless specifically authorized by the City. Except as noted hereinafter, in no event shall the City authorize construction, erection, or continued presence of a structure unless it is of permanent metal and/or masonry construction, paved floors, and at a minimum, meet building, fire, and other codes or standards applicable in the City and/or at the Airport. The City may waive this policy if determined that such action is necessary to provide a minimal level of service to Airport users. All asphalt pavement must be constructed to support the maximum weight of the aircraft planned for using the hangar location.

4. Construction Process

Before commencing any improvements or modifications, the Operator must submit detailed construction plans and specifications to the City for approval. Operator must obtain City issued building permit. Operator must comply with all required building inspections.

5. Notice of Proposed Construction or Alteration

Prior to any new construction or alteration of an existing structure a Form 7460-1 should be filed electronically for the permanent building envelope at <https://oceaaa.faa.gov>. In addition, a Form 7460-1 should also be filed for the temporary construction equipment envelope. The FAA will determine if there are any obstructions to air navigation or navigational facilities and the necessary measures that must take place prior to, or during, construction or alteration.

SECTION 6

LEASING

Section 6 Leasing

1. Conflicts in Lease

Should any portion of these Standards conflict with the conditions of any lease agreement executed by the City, the conditions in the executed lease agreement will control over these Standards for the remainder of the lease term or renewal thereof.

2. Exclusive Rights

No person may be granted in fact or by written instrument any exclusive right in violation of the FAA Grant Assurances applicable to the Airport. Determination of the existence of a prohibited exclusive right lies within the exclusive jurisdiction of the FAA. If FAA determines any provision of a written instrument or a practice in fact constitutes a grant of a prohibitive exclusive right, such provision or grant shall be deemed void.

3. Ground Lease Applications

A request shall be made to the City, who will provide the applicant with instructions on the information that is needed to proceed with the request. The following shall be required for all applications to lease:

- A. Concept plan including preliminary sketches of construction and infrastructure build out.
- B. Timeline to complete project.
- C. Intended aeronautical use of project.

The City will review the request for compliance with Airport Layout Plan, Airport Master Plan, Airport Ordinance, Airport Rules and Regulations, and Minimum Standards. City may at this time request changes to the proposed lease if above listed compliance is not met.

After receipt of a completed request for a lease, the City and potential lessee will present the lease proposal at the next scheduled Advisory Board meeting. The Advisory Board may defer the proposed lease to a future Advisory Board meeting if additional information or changes to the proposal are required.

All lease proposals will be forwarded to the City Council meeting with a recommendation from the Advisory Board.

4. Fees Due from Operators at/on Airport

The following shall be due and payable to the City on or before the 10th business day of each calendar month for charges incurred during the calendar month next proceeding, as follows:

- A. Sums due under any leases of land or land with improvements.
- B. Sums due under any agreement granting operating rights at or from the Airport.

5. Terminal Apron Leasing

No two (2) or more related persons/entities (legally, by third degree of consanguinity or affinity, or otherwise) may be granted a lease or any portion thereof on the Terminal Apron or on all or substantially all the land contiguous thereto. Aircraft Operators may lease tie-down spots.

6. Lease Cancellation/Reduction in Scope

Land leased on the Airport must be promptly, effectively, and reasonably fully utilized. Any person leasing vacant land on the Airport must commence construction of minimum facilities, as described in the lease with the City, no later than one (1) year from the date of the lease agreement, provided however, that the City may grant such extensions as the City may deem necessary. The facilities shall be completed no later than one (1) year after construction commences.

Total Cancellation: If any lessee fails to promptly and effectively utilize any of the leased premises, City may lease the tract to another qualified person in accordance with procedures set out elsewhere herein.

Partial Cancellation: If a lessee after such two (2) year period (and any extension that may be granted by the City) is using only part of the area leased to him, the City may, or on receiving from an otherwise qualified person a bona fide firm offer to lease the unused portion, unilaterally reduce the lease to the area being actually used, provided, however, that in no event (except where lease is totally cancelled) will a FBO's or a SASO's lease be reduced below the minimum required acreage for such Operators.

7. Lease Charges/Escalation Clauses/Terms

All unimproved Airport property shall be leased at an amount per square foot, per year as set by the City. The term of each lease for use of unimproved Airport property shall be set by City, not to exceed thirty (30) years.

8. Removal and Repair of Unairworthy Aircraft and Inoperable Vehicles

- A. All aircraft, located anywhere on the Airport, must be either: (1) airworthy; or (2) undergoing necessary repairs or maintenance, by an FAA approved license holder. The City may send a written request for proof of airworthiness to the registered owner of an aircraft at the address on file with the FAA Registration Branch. An Aircraft Owner receiving such request must within twenty (20) days: (1) provide proof of airworthiness; or (2) move the aircraft to an approved repair facility and submit to the City a letter from such facility stating that repairs necessary to render the Aircraft airworthy are being undertaken and the estimated date of airworthiness.

- B. If an Aircraft Owner fails to respond appropriately within thirty (30) days to an airworthiness enquiry letter then the City may assess additional rent in the amount of (fifty dollars) \$50 per day for each day beyond thirty (30) days that the Aircraft remains at the Airport.
- C. If an Aircraft remains in an outdoor parking space for more than sixty (60) days beyond expiration of the thirty (30) day response, the City may move such Aircraft to other hangared or outdoor parking area as it deems appropriate. Rent after such sixty (60) day period shall be assessed at (one hundred dollars) \$100 per day.

APPENDIX A

BUSINESS APPLICATION

**BRENHAM MUNICIPAL AIRPORT AERONAUTICAL
BUSINESS APPLICATION and PERMIT**

(Required to conduct commercial aeronautical activity on the Airport)

Business or activity to be conducted (Check all that apply):

- | | |
|--|--|
| ☐ Fixed-Based Operator | ☐ Aircraft Charter and Air Taxi Services |
| ☐ Aircraft Sales | ☐ Hangar Leasing Services |
| ☐ Airframe, Engine and
Accessory Maintenance
Services | ☐ Specialized Commercial Flying
Services |
| ☐ Aircraft Leasing or Rental
Services | ☐ Aerial Applicators |
| ☐ Flight Training Services | ☐ Mobile Aircraft Washing Services |
| ☐ Avionics, Instruments or
Propeller Repair Services | ☐ Mobile Aircraft Maintenance and
Services |
| ☐ Other | |

These activities are limited to the Airport by ordinance. Please refer to the Airport Minimum Standards for further information on each type of business.

Applicant: _____

Authorized Representative: _____

Title: _____

Business Address: _____

City, State, Zip: _____

Billing Address: _____

City, State, Zip: _____

Phone: Work: _____ Cell: _____

Fax: _____ Emergency: _____

The Applicant hereby request the above business or activity from the City for the privilege of conducting Commercial Aeronautical Activities on the Airport.

Each FBO application must include a Business Plan and Financial Package. The Business Plan must include information on how the applicant plans to provide required services. The Financial Package must include a list of individuals/parties with a material interest in the business as well as demonstrate the capital necessary to support the required operations of the business desiring to operate as an FBO on the Airport.

The undersigned representative certifies they are authorized to sign for the business and acknowledges receipt of a copy of this permit.

Authorized Representative's Signature

Date

City Approval:

Authorized Signature

Date

Please return application and/or documentation to:

(Mailing address)

City of Brenham
Development Services Department
P.O. Box 1059
Brenham, Texas 77834-1059

(Physical address)

City of Brenham
Development Services Department
200 W. Vulcan Street
Brenham, Texas 77833



Regular City Council
AGENDA ITEM 13.

Agenda Item: Discuss and Possibly Act Upon Change Order No. 2 and Final Payment to Lindsey Construction, Inc. for Project No. E201-06 Related to the Raw Water Intake Repair at Lake Somerville and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-December 02, 2021

Department: Public Utilities

Staff Contact: Alton Sommerfield

SUMMARY STATEMENT:

On February 20, 2020, Council awarded the Raw Water Intake Repair at Lake Somerville to Lindsey Construction, Inc. This project consisted of repairs to the gabions, pump station and access road which were damaged in 2016 and 2017 storm events.

The value of the contract awarded to Lindsey Construction was \$4,991,991.50. There were some cost savings resulting in a Change Order #2 credit in the amount of (\$104,175.82). The work was completed within the expected timeframe and the contractor has completed the items on the final punch list.

We are asking Council to approved Change Order #2 and authorize final payment in the amount of \$244,790.78 to Lindsey Construction, Inc. Documentation shows that the contractor has met all financial obligations by returning the Letter of Guarantee, Contractor's Certificate of Final Completion, Affidavit of Bills Paid, Waiver and Lien Release upon Final Payment, Consent of Surety, and One-Year Maintenance Bond. The one-year maintenance period began September 21, 2021.

ATTACHMENTS:

- (1) Certificate of Substantial Completion
- (2) Certificate of Final Completion
- (3) Acceptance of Raw Water Intake Repair at Lake Somerville
- (4) Change Order #2
- (5) Pay App 8
- (6) Letter of Guarantee
- (7) Certificate of Final Completion
- (8) Affidavit of Bills Paid
- (9) Waiver and Lien Release Upon Final Payment
- (10) Consent of Surety
- (11) One-Year Maintenance Bond

RECOMMENDED ACTION:

Approve Change Order #2 and Final Payment in the amount of \$244,790.78 to Lindsey Construction, Inc. for Project No. E2016-06 related to the Raw Water Intake Repair at Lake Somerville and authorize the Mayor to execute any necessary documentation.

CITY OF BRENHAM
STORM DAMAGE REPAIRS, PACKAGE 3

CERTIFICATE OF
SUBSTANTIAL COMPLETION

Document 00645

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: Raw Water Intake Repair at Lake Somerville
CONTRACT No.: N/A PROJECT No.: E2016-06

TO: Lindsey Construction, Inc.
Contractor and
Address for Written Notice P.O. Box 73169 Houston, Texas 77273

1.01 DATE OF SUBSTANTIAL COMPLETION

The Work performed under the Contract was inspected on September 21, 2021 and found to be substantially complete. The Date of Substantial Completion of the Work is hereby established as September 21, 2021.

1.02 PUNCH LIST

A list of items to be completed or corrected, prepared by Contractor and verified by Project Manager, (the "Punch List") is attached hereto. Failure to include any items on such list does not alter the responsibility of Contractor to complete the Work in accordance with the Contract. Contractor shall complete or correct the Work on the Punch List attached hereto within 30 calendar days from the above Date of Substantial Completion.

1.03 OCCUPANCY BY THE CITY

Public Utilities will assume full possession at 3:00 PM on October 21, 2021.

1.04 CONSENT OF SURETY

Contractor shall obtain consent of Surety for approval of reduction in retainage.

1.05 WARRANTY PERIOD

Warranties required by the Contract will commence on the above Date of Substantial Completion.

1.06 TRANSITION OF RESPONSIBILITIES

The City and Contractor agree that security, maintenance, heating, ventilating, air conditioning, utilities, damage to the Work, and insurance, during the period prior to Final Completion, transfer to the City unless otherwise stated in the attached Transition of Responsibilities document.

1.07 CONTRACTOR'S ACKNOWLEDGEMENT

Signature of Contractor, or its agent, acknowledges attached Punch List, referenced in Paragraph 1.02, and Transition of Responsibilities, referenced in Paragraph 1.06.

Doug Schmidt

Contractor

Signature

Date

9/30/21

Logan Andrepont

RPR/Strand

Signature

Date

11/2/21

Kyle Bertrand, P.E.

Project Manager/Consultant

Signature

Date

11/8/21

Signature

Date

Public Services/Utilities

cc: File

END OF DOCUMENT

00645-1
04-11-2018

SUBSTANTIAL COMPLETION INSPECTION (PHASE I)

PROJECT: Raw Water Intake Repair at Lake Somerville
CONTRACT No.: _____ PROJECT No.: E2016-06

TO: Lindsey Construction, Inc.
Contractor and Phillip Hassell
Address for Written Notice P.O. Box 73169 Houston, Texas 77273

1.01 DATE OF SUBSTANTIAL COMPLETION INSPECTION

The Work performed under the Contract was inspected on September 21, 2021.

1.02 ATTENDEES

Donald Reese – City of Brenham
Jerry Saldivar – City of Brenham
Logan Andrepont – Strand Associates
Kyle Bertrand – Gunda Corporation, LLC
Patrick Rummel – Gunda Corporation, LLC
Phillip Hassel – Lindsey Construction, Inc.
Doug Schmidt – Lindsey Construction, Inc.
David Boehm – NBG Constructors

1.03 PUNCH LIST

The items listed below were noted by the project engineer required for Contractor completion within 30 days:

- 1) Install vertical barbed wire at fence corner near steel stairs.
- 2) Install two-sided "W-1" sign at man gate to intake structure.
- 3) Repair chain link fence at Type E inlet to prevent unwarranted access to property.
- 4) Repair chain link fence posts that are bent.
- 5) Repair barbed wire with tension as required.
- 6) Remove SWPPP and BMP's along perimeter once turf stabilization has occurred.
- 7) Provide as-built markups, if any, to Engineer for drafting of record drawings.
- 8) Provide Consent of the Surety and Final Pay Application.

END OF DOCUMENT

cc: Kyle Bertrand, P.E. – Gunda Corporation, LLC
Donald Reese – City of Brenham
File

CITY OF BRENHAM
RAW WATER INTAKE REPAIR AT LAKE SOMERVILLE

**CERTIFICATE OF
FINAL COMPLETION**

Document 00650

CERTIFICATE OF FINAL COMPLETION

PROJECT: Raw Water Intake Repair at Lake Somerville
CONTRACT No.: N/A PROJECT No.: E2016-06

TO: Lindsey Construction, Inc.
Contractor and
Address for Written Notice P.O. Box 73169 Houston, Texas 77273

1.01 DATE OF FINAL COMPLETION

The Work performed under the Contract was inspected on October 21, 2021 and found to be complete. The date of final completion of the Work is hereby established as October 21, 2021.

1.02 PUNCH LIST

Contractor certified in Document 00641 – Contractor's Certification of Final Completion that all Punch List items were completed or corrected. Failure to identify incomplete work items or requirements of the Contract prior to issuance of this Certificate does not alter the responsibility of Contractor to comply with all provisions of the Contract.

1.03 ACCEPTANCE OF THE WORK

Based on inspection and to the best of our knowledge, information and belief, the Work has been completed in accordance with the terms and conditions of the Contract and we recommend acceptance of the Work by City Council or their delegated authority.

Logan Andrepont
R.P.R./Strand


Signature

11/5/21
Date

Kyle Bertrand, P.E.
Project Manager/Consultant


Signature

11/8/21
Date

Public Services/Utilities

Signature

Date

1.04 TRANSITION OF RESPONSIBILITIES

Except as provided in the Contract documents attached hereto, Public Utilities accepts the Work as complete and accepts responsibility for security, maintenance, heating, ventilating, air conditioning, utilities, damage to the Work, and insurance, that has not been previously transferred from Contractor.

END OF DOCUMENT

cc: Kyle Bertrand, P.E., Gunda
File



City of Brenham
Public Works Department
200 W. Vulcan St.
Brenham, Texas 77833

November 4, 2021

Lindsey Construction, Inc.
P.O. Box 73169
Houston, Texas 77273-3169

ATTN: Doug Schmidt

RE: Acceptance of Raw Water Intake Repair at Lake Somerville
City of Brenham Project No. E2016-06

Dear Mr. Schmidt:

Please be advised that the public infrastructure improvements associated with the **Raw Water Intake Repair at Lake Somerville**, constructed by Lindsey Construction, Inc., have been accepted by the City of Brenham as described below:

1. City of Brenham Raw Water Intake Repair at Lake Somerville. Work includes Maintenance Road Reconstruction, utilizing a structurally supported access road, a concrete retaining wall and soldier pile wall with concrete lagging and drilled shaft deadman supports. Repairs also include site demolition and appurtenances at the City of Brenham water plant site located at LBJ Drive north of the Lake Somerville Spillway.

Date of Acceptance: November 4, 2021

Value of Constructed Improvements: \$4,895,815.68

One year warranty period begins on **September 21, 2021** and ends on **September 21, 2022** for the infrastructure listed above. [One year surface correction warranty period begins on that end date and extends the warranty for surface corrections to streets one additional year.]

Sincerely,

Debra Gaffey
Interim General Manager Public Utilities

Cc: Gunda Corp

CITY OF BRENHAM
RAW WATER INTAKE REPAIR AT LAKE SOMERVILLE

CHANGE ORDER

CHANGE ORDER / C.O. No. 2-FINAL

PROJECT: City of Brenham Raw Water Intake Repair at Lake Somerville
CONTRACT No.: _____ PROJECT No.: E2016-06

TO: Lindsey Construction
Contractor and P.O. Box 73169, Houston, TX 77273-3169
Address for Written Notice _____

REFERENCE RFIs/RFPs: Project Close-Out

1.01 DESCRIPTION OF CHANGES

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No. (1)	Description of Changes (quantities, units, unit price, change in completion schedule. (2)	Decrease in Contract Price (3)	Increase in Contract Price (4)
11	BLOCK SODDING, COMPLETE IN PLACE (-566 SY, \$9.00)	(\$5,094.00)	
45	EROSION CONTROL LOGS EC9 - PERPENDICULAR TO MAINTENANCE ROAD CONSTRUCTION, INCLUDING REMOVAL (-140.00 LF, \$13.00)	(1,820.00)	
47	EXTRA HAND EXCAVATION (-100 CY, \$25.00)	(\$2,500.00)	
48	EXTRA MACHINE EXCAVATION (-100 CY, \$30.00)	(\$3,000.00)	
49	EXTRA BANK SAND BACKFILL (-100 CY, \$22.00)	(\$1,800.00)	
50	EXTRA CEMENT STABILIZE SAND (-78 CY, \$22.00)	(\$1,716.00)	
51	EXTRA SELECT BACKFILL (TYPE BS) (-100 CY, \$10.00)	(\$1,000.00)	
57	DESIGN REVISIONS DUE TO SAFETY AND CONSTRUCTABILITY ISSUES, COMPLETE IN PLACE (1 LS, \$2,181,145.50)	(\$87,245.82)	
	Subtotal	(\$104,175.82)	
	Net Increase / Decrease in contract price	(\$104,175.82)	

1.02 REQUEST AND JUSTIFICATION FOR CHANGE:
Work Items not required.

1.03 ACCEPTANCE BY CONTRACTOR

Contractor agrees to perform change(s) included in this Change Order for the price and time indicated. The prices for changes include all costs associated with this Change Order.


Contractor Signature and Title

10/19/21
Date

00941-1
04-14-2021

CITY OF BRENHAM
RAW WATER INTAKE REPAIR AT LAKE SOMERVILLE

CHANGE ORDER

1.04 ACCEPTANCE BY THE CITY OF BRENHAM

 10/19/21

RPR - Strand Associates Date

Public Utilities Director Date

 10-19-21

Project Manager - Gunda Corporation Date

[Mayor - Required for COs to City Council] Date

END OF DOCUMENT

cc: Kyle A. Bertrand, P.E. - Gunda Corporation

00941-2
04-14-2021

CITY OF BRENHAM
RAW WATER INTAKE REPAIR AT LAKE SOMERVILLE

CHANGE ORDER

EXECUTIVE SUMMARY

C.O. No. 2- FINAL Contract No.: _____ Proj. No.: E2016-06

1.01	CONTRACT PRICE SUMMARY	DOLLAR AMOUNT	PERCENT
A.	Original Contract Price	\$4,999,991.50	100.00%
B.	Previous Change Orders	\$0.00	0.00%
C.	This Change Order	(\$104,175.82)	0.00%
D.	Contract Price	\$4,895,815.68	97.92%

Date of Commencement of the Work: Thursday, April 9, 2020

1.02	CONTRACT TIME SUMMARY	DURATION	COMPLETION DATE
A.	Original Contract Time	300 Days	Wednesday, February 3, 2021
B.	Previous Change Orders	0 Days	Wednesday, February 3, 2021
C.	This Change Order	330 Days	
D.	Contract Time	630 Days	Wednesday, December 29, 2021

1.03 **TOTAL VALUE OF INCREASES OUTSIDE OF GENERAL SCOPE OF WORK**
A. Including this Change Order, the following table is provided to track conditions related to Paragraph 7.1.2.3 of Document 00700 - General Conditions.

<u>CHANGE ORDER</u> <u>NO.</u>	<u>AMOUNT ADDED</u>	<u>PERCENT OF</u> <u>ORIGINAL</u> <u>CONTRACT PRICE</u>
1	\$0.00	0%
2	(\$104,175.82)	0%
TOTALS	(\$104,175.82)	97.92%

END OF SUMMARY

Document 00643
ESTIMATE AND CERTIFICATE FOR PAYMENT, UNIT PRICE WORK

City Of Brenham Raw Water Inlet Repair AT LAKE SOMERVILLE

Contractor: Lindsey Construction Inc.	Estimate No. 8 - FINAL
Address: P.O. Box 73169	Cut off Date: 10/1/2021
Houston, Tx 77273	Estimate Date: 10/1/2021
	City Project No.: E2016-06
	City of Brenham's PO # 20-12662

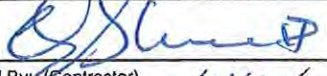
Contract Date: 3/9/2020	CONTRACT TIME IN CALENDER DAYS
NTP Date: 4/9/2020	Original Contract Time: (Days) 300
Current Contract Completion Date: 1/29/2022	Approved Extensions: (Days) 330
Substantial Completion Date: 12/30/2021	Total Contract Time: (Days) 630
Percentage: By Time 86%	Days Used to Date: (Days) 540.00
	Days Remaining to Date: (Days) 90.00

CONTRACT AMOUNT TO DATE:	<u>Amount</u>
1. Original Contract Price:	\$4,999,991.50
2. Approved Change Orders: <u>No./Description</u>	
CO #1 - Quantity Changes & Design Revisions due to safety and constructability issues, time extension (330 days) Approved 4/27/21	\$0.00
CO #2 - Project Close-Out, Unit Items not used	(\$104,175.82)
Total Change Orders to Date: +/-	(\$104,175.82)
TOTAL CONTRACT AMOUNT:	\$4,895,815.68

A. EARNINGS TO DATE:			
1. Work Completed to Date:	100.00%	Complete	\$ 4,895,815.68
TOTAL EARNINGS TO DATE:			\$ 4,895,815.68

B. DEDUCTIONS:			
1. Retainage:	0%		\$0.00
2. Add: Retainage Deduction:	0%		\$0.00
3. Total Retainage:			\$0.00
4. Liquidated Damages:	0 days @	\$ 250.00	\$0.00
TOTAL DEDUCTIONS:			\$0.00

C. AMOUNT DUE THIS PERIOD:			
1. Total Earnings to Date:			\$ 4,895,815.68
2. Total Deductions:			\$0.00
3. Total Payments Due:			\$4,895,815.68
4. Less Previous Payments:			\$4,651,024.90
5. Restoration Adjustment:			\$0.00
6. Reimbursement - Gessner Engineering (On-Site Cancellation) Deducted from Pay App No. 3			\$316.00
TOTAL AMOUNT DUE THIS DATE:			\$244,790.78

	10/14/21	
Prepared By: (Contractor)	Date: 10/19/21	Checked By: (Construction Manager/Inspector) Date:
Approved By: (Consultant)	Date:	Approved: (City Engineer) Date:
Approved: (Director)	Date:	

CONTRACTOR PAY APPLICATION TRACKING
City of Brenham Raw Water Inlet Repair at Lake Somerville
PROJECT BID NO. E2016-06

CONTRACT TOTALS			Pay App 8 (10/1/2021)						
	ORIGINAL CONTRACT AWARD	CONTRACT TOTALS AS AWARDED	WORK COMPLETED TO DATE			TOTAL PREV	TOTAL TO DATE	TOTAL THIS EST	
B1. BASE UNIT PRICE TABLE - SITE PREPARATION AND EARTHWORK ITEMS:	\$ 208,176.00	\$ 214,415.00	100.00%			\$ 214,415.00	\$ 214,415.00	\$ -	
B2. BASE UNIT PRICE TABLE - ACCESS ROAD ITEMS	\$ 225,659.00	\$ 100,787.00	100.00%			\$ 100,787.00	\$ 100,787.00	\$ -	
B3. BASE UNIT PRICE TABLE - STRUCTURAL ITEMS	\$ 4,008,420.00	\$ 2,471,870.00	100.00%			\$ 2,471,870.00	\$ 2,471,870.00	\$ -	
B4. BASE UNIT PRICE TABLE - PUMP PAD ITEMS	\$ 45,517.50	\$ 4,410.00	100.00%			\$ 4,410.00	\$ 4,410.00	\$ -	
B5. BASE UNIT PRICE TABLE - SWPPP ITEMS	\$ 11,770.00	\$ 9,950.00	100.00%			\$ 9,950.00	\$ 9,950.00	\$ -	
C. EXTRA WORK ITEMS	\$ 500,150.00	\$ 484.00	100.00%			\$ 484.00	\$ 484.00	\$ -	
D. CHANGE ORDER ITEMS: NEW ITEMS	\$ -	\$ 2,093,899.68				\$ 2,093,899.68	\$ 2,093,899.68	\$ -	
						SUBTOTALS	\$ 4,895,615.68	\$ 244,790.78	
						RETAINAGE, 5%	\$ (244,790.78)	\$ -	
						AMOUNT DUE THIS INVOICE	\$ 244,790.78		

ORIGINAL	WITH COs
CONTRACT TOTALS AS AWARDED \$ 4,899,931.50	\$ 4,895,615.68

100.00%

LINDSEY CONSTRUCTION INC.							Pay App 8 (10/1/2021)						
ITEM NO.	CONTROL NO.	ITEM DESCRIPTION	UNIT MEASURE	UNIT QUANTITY	UNIT PRICE	TOTAL	QUANT THIS EST	QUANT PREV	QUANT TO DATE	% COMPL	TOTAL PREV	TOTAL TO DATE	TOTAL THIS EST
1	01502	MOBILIZATION INCLUDING PERFORMANCE AND PAYMENT BONDS, INSURANCE AND PERMITS (MAX 2% OF TOTAL BASE BID).	LS	1	\$ 93,000.00	\$ 93,000.00	0	1	1	100.00%	\$ 93,000.00	\$ 93,000.00	\$ -
2	02221	REMOVE AND RELOCATE EXIST SIGN	LS	1	\$ 750.00	\$ 750.00	0	1	1	100.00%	\$ 750.00	\$ 750.00	\$ -
3	02020, 02221	SAWCUT AND REMOVE ASPHALT PAVING, INCLUDING DISPOSAL, COMPLETE IN PLACE	SY	27	\$ 43.00	\$ 1,161.00	0	27	27	100.00%	\$ 1,161.00	\$ 1,161.00	\$ -
4	02020, 02221	REMOVE & DISPOSE EXIST 18" CMP	LF	45	\$ 60.00	\$ 3,600.00	0	45	45	100.00%	\$ 3,600.00	\$ 3,600.00	\$ -
5	02120, 02221	REMOVE & DISPOSE WOODEN POLE AT PUMP PAD	LS	1	\$ 250.00	\$ 250.00	0	1	1	100.00%	\$ 250.00	\$ 250.00	\$ -
6	02120, 02221	REMOVE & DISPOSE EXIST CHAIN LINK FENCE AT PUMP PAD PER PLANS	LF	50	\$ 25.00	\$ 1,250.00	0	50	50	100.00%	\$ 1,250.00	\$ 1,250.00	\$ -
7	02120, 02221	SAWCUT, DEMOLISH, REMOVE & DISPOSE CONCRETE STAIRS AT PROPOSED STAIR LANDING PAD TO EXIST. CONCRETE PAD	LS	1	\$ 5,000.00	\$ 5,000.00	0	1	1	100.00%	\$ 5,000.00	\$ 5,000.00	\$ -
8	02233	SAWCUT, DEMOLISH, REMOVE & DISPOSE CONCRETE STAIRS AT PROPOSED STAIR LANDING PAD TO EXIST, CONCRETE PAD	LS	1	\$ 92,000.00	\$ 92,000.00	0	1	1	100.00%	\$ 92,000.00	\$ 92,000.00	\$ -
9	DWGS	CHAIN LINK FENCE W/ 3 STRAND BARBED WIRE, INCLUDING TEN FT GATE, COMPLETE IN PLACE.	LF	104	\$ 61.00	\$ 6,344.00	0	104	104	100.00%	\$ 6,344.00	\$ 6,344.00	\$ -
10	02314	GRADE DRAINAGE SWALES, COMPLETE IN PLACE.	LF	185	\$ 16.00	\$ 2,960.00	0	185	185	100.00%	\$ 2,960.00	\$ 2,960.00	\$ -
11	02922	BLOCK SODDING, COMPLETE IN PLACE.	SY	900	\$ 9.00	\$ 8,100.00	0	900	900	100.00%	\$ 8,100.00	\$ 8,100.00	\$ -
TOTAL B.1 BASE UNIT PRICES - SITE PREPARATION AND EARTHWORK ITEMS:						\$ 214,415.00					\$ 109,011.00	\$ 214,415.00	\$ -

B2. BASE UNIT PRICE TABLE - ACCESS ROAD ITEMS													
ITEM NO.	CONTROL NO.	ITEM DESCRIPTION	UNIT MEASURE	UNIT QUANTITY	UNIT PRICE	TOTAL							
12	02223, 02318	ROAD EXCAVATION, COMPLETE IN PLACE.	CY	15	\$ 25.00	\$ 375.00	0	15	15	100.00%	\$ 375.00	\$ 375.00	\$ -
13	02319/TXDOT 423/ DWGS	SELECT BACKFILL (TYPE BS), COMPLETE IN PLACE.	CY	250	\$ 185.00	\$ 46,250.00	0	250	250	100.00%	\$ 46,250.00	\$ 46,250.00	\$ -
14	02378	RIPRAP (STONE TYP R) (DRY)(18 IN), COMPLETE IN PLACE	CY	2	\$ 310.00	\$ 620.00	0	2	2	100.00%	\$ 620.00	\$ 620.00	\$ -
15	DWGS	3" THICK GRAVEL ROADWAY SURFACE, COMPLETE IN PLACE.	SY	0	\$ 45.00	\$ -	0	0	0	#DIV/0!	\$ -	\$ -	\$ -
16	02230; TXDOT 247	6" THICK AGGREGATE BASE COURSE, COMPLETE IN PLACE.	SY	0	\$ 55.00	\$ -	0	0	0	#DIV/0!	\$ -	\$ -	\$ -
17	02379; TXDOT DMS-6200	WOVEN GEOTEXTILE AT GRAVEL ROAD, COMPLETE IN PLACE.	SY	0	\$ 5.00	\$ -	0	0	0	#DIV/0!	\$ -	\$ -	\$ -
18	02720	D-INLET (AT RECOVERED STORM DRAINAGE), COMPLETE IN PLACE.	EA	1	\$ 6,700.00	\$ 6,700.00	0	1	1	100.00%	\$ 6,700.00	\$ 6,700.00	\$ -
19	02720	12" RCP, COMPLETE IN PLACE.	LF	0	\$ 159.00	\$ -	0	0	0	#DIV/0!	\$ -	\$ -	\$ -
20	02720	18" RCP, COMPLETE IN PLACE.	LF	38	\$ 159.00	\$ 6,042.00	0	38	38	100.00%	\$ 6,042.00	\$ 6,042.00	\$ -
21	TXDOT 467	18" SET (3-1), COMPLETE IN PLACE.	EA	1	\$ 1,700.00	\$ 1,700.00	0	1	1	100.00%	\$ 1,700.00	\$ 1,700.00	\$ -
22	DWGS	GRAVEL DRIVE INLETS WITH 9" PERIMETER APRONS AND 6" SCUPPERS INCLUDING APPURTENANCES, COMPLETE IN PLACE.	EA	6	\$ 5,000.00	\$ 30,000.00	0	6	6	100.00%	\$ 30,000.00	\$ 30,000.00	\$ -
23	TXDOT 540	METAL W-BEAM GUARD FENCE, INCLUDING TIMBER POSTS, FLARED TERMINALS AND APPURTENANCES, COMPLETE IN PLACE.	LF	140	\$ 65.00	\$ 9,100.00	0	140	140	100.00%	\$ 9,100.00	\$ 9,100.00	\$ -
B2. BASE UNIT PRICE TABLE - ACCESS ROAD ITEMS					\$ 100,787.00					\$ 100,787.00	\$ 100,787.00	\$ -	
B3. BASE UNIT PRICE TABLE - STRUCTURAL ITEMS													
ITEM NO.	CONTROL NO.	ITEM DESCRIPTION	UNIT MEASURE	UNIT QUANTITY	UNIT PRICE	TOTAL							
24	DWGS	DRAINAGE AGGREGATE (ASTM 33) FOR UNDERDRAIN, COMPLETE IN PLACE.	CY	224	\$ 220.00	\$ 49,280.00	0	224	224	100.00%	\$ 49,280.00	\$ 49,280.00	\$ -
25	TXDOT 558	6" SCHEDULE 80 PVC SLOTTED UNDERDRAIN WITH FILTER SOCK, COMPLETE IN PLACE.	LF	462	\$ 45.00	\$ 20,790.00	0	462	462	100.00%	\$ 20,790.00	\$ 20,790.00	\$ -
26	02379; TXDOT 558 (DMS-6200)	WOVEN GEOTEXTILE AT UNDERDRAIN AGGREGATE, COMPLETE IN PLACE.	SY	344	\$ 10.00	\$ 3,440.00	0	344	344	100.00%	\$ 3,440.00	\$ 3,440.00	\$ -
27	DWGS	PRECAST 11" DEPTH CONCRETE DOWING (NOMINAL 8FT SPAN X 4FT HEIGHT), WITH ROCK PATTERN FINISH AT FACE, COMPLETE IN PLACE.	SF	0	\$ 240.00	\$ -	0	0	0	#DIV/0!	\$ -	\$ -	\$ -
28	DWGS	PRECAST 11" DEPTH CONCRETE DOWING (NOMINAL 8FT SPAN X 4FT HEIGHT), WITH ROCK PATTERN FINISH AT FACE, COMPLETE IN PLACE.	SF	1852	\$ 240.00	\$ 444,480.00	0	1852	1852	100.00%	\$ 444,480.00	\$ 444,480.00	\$ -
29	TXDOT 407, 441, 446; DWGS	HP 16 X 141 PILE, INCLUDING PROTECTIVE PAINTING & APPURTENANCES, COMPLETE IN PLACE.	VF	2322	\$ 340.00	\$ 789,480.00	0	2322	2322	100.00%	\$ 789,480.00	\$ 789,480.00	\$ -
30	TXDOT 416; 03300; DWGS	DRILL SHAFT (H-PILE) (30 IN), INCLUDING APPURTENANCES, COMPLETE IN PLACE.	VF	1640	\$ 710.00	\$ 1,164,400.00	0	1640	1640	100.00%	\$ 1,164,400.00	\$ 1,164,400.00	\$ -
31	TXDOT 416; 03300; DWGS	DRILL SHAFT (H-PILE) (48 IN), INCLUDING APPURTENANCES, COMPLETE IN PLACE.	VF	0	\$ 1,600.00	\$ -	0	0	0	#DIV/0!	\$ -	\$ -	\$ -
32	DWGS	2.25" THREADED HOT DIP GALVANIZED TIE BACK RODS (ALL SIZES) PER PLANS AND APPURTENANCES, COMPLETE IN PLACE.	EA	0	\$ 7,200.00	\$ -	0	0	0	#DIV/0!	\$ -	\$ -	\$ -
33	TXDOT 416; 03300; DWGS	DRILLED SHAFT (30 IN) (DEADMAN), INCLUDING APPURTENANCES, COMPLETE IN PLACE.	VF	0	\$ 610.00	\$ -	0	0	0	#DIV/0!	\$ -	\$ -	\$ -
34	TXDOT 416; 03300; DWGS	DRILLED SHAFT (42 IN) (DEADMAN), INCLUDING APPURTENANCES, COMPLETE IN PLACE.	VF	0	\$ 1,200.00	\$ -	0	0	0	#DIV/0!	\$ -	\$ -	\$ -
35	TXDOT 416; 03300; DWGS	DRILLED SHAFT (48 IN) (DEADMAN), INCLUDING APPURTENANCES, COMPLETE IN PLACE.	VF	0	\$ 1,450.00	\$ -	0	0	0	#DIV/0!	\$ -	\$ -	\$ -
B3. BASE UNIT PRICE TABLE - STRUCTURAL ITEMS					\$ 2,471,870.00					\$ 2,471,870.00	\$ 2,471,870.00	\$ -	

B4. BASE UNIT PRICE TABLE - PUMP PAD ITEMS													
ITEM NO.	CONTROL NO.	ITEM DESCRIPTION	UNIT MEASURE	UNIT QUANTITY	UNIT PRICE	TOTAL							
36	02520	8" CONCRETE PAD, COMPLETE IN PLACE.	SY	0	\$ 170.00	\$ -	0	0	0	#DIV/0!	\$ -	\$ -	\$ -
37	02242	8" THICK CEM STAB SUBGRADE (1.5 SACK), COMPLETE IN PLACE.	SY	0	\$ 42.50	\$ -	0	0	0	#DIV/0!	\$ -	\$ -	\$ -
38	DWGS	8" TALL DOWELED CONCRETE CURB, COMPLETE IN PLACE.	LF	0	\$ 30.00	\$ -	0	0	0	#DIV/0!	\$ -	\$ -	\$ -
39	DWGS; TXDOT 459	42" TALL HANDRAILING, COMPLETE IN PLACE.	LF	21	\$ 210.00	\$ 4,410.00	0	21	21	100.00%	\$ 4,410.00	\$ 4,410.00	\$ -
40	DWGS	HOT DIP GALVANIZED CAGED LADDER WITH UPPER LANDING GATE, COMPLETE IN PLACE.	LS	0	\$ 6,200.00	\$ -	0	0	0	#DIV/0!	\$ -	\$ -	\$ -
41	03300	30" THICK CONCRETE LANDING PAD, COMPLETE IN PLACE.	SY	0	\$ 725.00	\$ -	0	0	0	#DIV/0!	\$ -	\$ -	\$ -
42	TXDOT 416; 03300, DWGS	DRILL SHAFT (30 IN) FOR LANDING PAD, COMPLETE IN PLACE.	VF	0	\$ 410.00	\$ -	0	0	0	#DIV/0!	\$ -	\$ -	\$ -
B4. BASE UNIT PRICE TABLE - PUMP PAD ITEMS						\$ 4,410.00					\$ 4,410.00	\$ 4,410.00	\$ -
B.5. BASE UNIT PRICE TABLE - SWPPP ITEMS													
ITEM NO.	CONTROL NO.	ITEM DESCRIPTION	UNIT MEASURE	UNIT QUANTITY	UNIT PRICE	TOTAL							
43	01570, 01410	STORM WATER POLLUTION PREVENTION (MAINTENANCE & REMOVAL); (60% OF UNIT COSTS AT INSTALLATION, AND 40% OF UNIT COSTS FOR REMOVAL)	LS	1	\$ 8,000.00	\$ 8,000.00	0	1	1	100.00%	\$ 8,000.00	\$ 8,000.00	\$ -
44	01570	STORM WATER POLLUTION PREVENTION (MAINTENANCE & REMOVAL); (60% OF UNIT COSTS AT INSTALLATION, AND 40% OF UNIT COSTS FOR REMOVAL)	EA	1	\$ 1,500.00	\$ 1,500.00	0	1	1	100.00%	\$ 1,500.00	\$ 1,500.00	\$ -
45	01570	EROSION CONTROL LOGS EC9 - PERPENDICULAR TO MAINTENANCE ROAD CONSTRUCTION, INCLUDING REMOVAL	LF	0	\$ 13.00	\$ -	0	0	0	#DIV/0!	\$ -	\$ -	\$ -
46	01570, 02379	FILTER FABRIC FENCE, INCLUDING REMOVAL	LF	75	\$ 6.00	\$ 450.00	0	75	75	100.00%	\$ 450.00	\$ 450.00	\$ -
TOTAL B5. BASE UNIT PRICES						\$ 9,950.00					\$ 9,950.00	\$ 9,950.00	\$ -

C. EXTRA WORK ITEMS													
ITEM NO.	CONTROL NO.	ITEM DESCRIPTION	UNIT MEASURE	UNIT QUANTITY	UNIT PRICE	TOTAL							
47	2222	EXTRA HAND EXCAVATION	CY	0	\$ 25.00	\$ -	0	0	0	#DIV/0!	\$ -	\$ -	\$ -
48	2222	EXTRA MACHINE EXCAVATION	CY	0	\$ 30.00	\$ -	0	0	0	#DIV/0!	\$ -	\$ -	\$ -
49	2222	EXTRA BANK SAND BACKFILL	CY	0	\$ 18.00	\$ -	0	0	0	#DIV/0!	\$ -	\$ -	\$ -
50	2240	EXTRA CEMENT STABILIZED SAND	CY	22	\$ 22.00	\$ 484.00	0	22	22	100.00%	\$ 484.00	\$ 484.00	\$ -
51	TXDOT 423	EXTRA SELECT BACKFILL (TYPE BS)	CY	0	\$ 10.00	\$ -	0	0	0	#DIV/0!	\$ -	\$ -	\$ -
52	TXDOT 416; 03300; DWGS	FURNISH AND INSTALL STANDARD STEEL CASING FOR CAGED DRILL SHAFT (30 IN), COMPLETE IN PLACE.	VF	0	\$ 65.50	\$ -	0	0	0	#DIV/0!	\$ -	\$ -	\$ -
53	TXDOT 416; 03300; DWGS	FURNISH AND INSTALL STANDARD STEEL CASING FOR CAGED DRILL SHAFT (48 IN), COMPLETE IN PLACE.	VF	0	\$ 104.00	\$ -	0	0	0	#DIV/0!	\$ -	\$ -	\$ -
54	02520 02951	EXTRA REMOVE AND REPLACE ASPHALT WITH 6" CONCRETE PAVING INCLUDING 6" SUBGRADE (8% LIME AND 4% FLY ASH), COMPLETE IN PLACE	SY	0	\$ 150.00	\$ -	0	0	0	#DIV/0!	\$ -	\$ -	\$ -
55	3300	EXTRA 5" CONCRETE SLOPED PAVEMENT (2:1) AT MAINTENANCE ROAD TOE SLOPE, COMPLETE IN PLACE	SY	0	\$ 160.00	\$ -	0	0	0	#DIV/0!	\$ -	\$ -	\$ -
56	DWGS	SILT REMOVAL, INTAKE STRUCTURE	CY	0	\$ 190.00	\$ -	0	0	0	#DIV/0!	\$ -	\$ -	\$ -
TOTAL C. EXTRA WORK UNIT PRICES						\$ 484.00							
TOTAL BASE UNIT PRICES						\$ 2,791,482.00							
D. CHANGE ORDER ITEMS: NEW ITEMS													
ITEM NO.	CONTROL NO.	ITEM DESCRIPTION	UNIT MEASURE	UNIT QUANTITY	UNIT PRICE	TOTAL							
57	DWGS	DESIGN REVISIONS DUE TO SAFETY AND CONSTRUCTABILITY ISSUES	LS	1	\$ 2,181,145.50	\$ 2,093,899.68	0	0.96	0.96	100.00%	\$ 2,093,899.68	\$ 2,093,899.68	\$ -
TOTAL D. CHANGE ORDER ITEM						\$ 2,093,899.68							
SUMMARY:													
B1. BASE UNIT PRICE TABLE - SITE PREPARATION AND EARTHWORK ITEMS:						\$ 214,416.00							
B2. BASE UNIT PRICE TABLE - ACCESS ROAD ITEMS						\$ 105,787.00							
B3. BASE UNIT PRICE TABLE - STRUCTURAL ITEMS						\$ 2,471,070.00							
B4. BASE UNIT PRICE TABLE - PUMP PAD ITEMS						\$ 4,410.00							
B.6 BASE UNIT PRICE TABLE - SWPPP ITEMS						\$ 9,950.00							
C. EXTRA WORK ITEMS						\$ 484.00							
D. CHANGE ORDER ITEMS: NEW ITEMS						\$ 2,093,899.68							
						\$ 4,895,816.68							



INVOICE DATE	INVOICE NUMBER
October 1, 2021	202010-8

Lindsey Construction, Inc.

P.O. Box 73169
Houston, Texas 77273
(Phone) 281-651-0000
(Fax) 281-651-0228

Bill To:

City of Brenham
200 West Vulcan
P.O. Box 1059
Brenham, TX 77834

City of Brenham Raw Water Inlet Repair at Lake Somerville

DESCRIPTION	AMOUNT
Total Contract Amount	\$ 4,999,991.50
Total Amount Earned Through This Period	\$ 4,895,815.68
Less Retainage 5%	\$ -
Less Amount Previously Billed	\$ 4,651,024.90
TOTAL INVOICE AMOUNT DUE THIS PERIOD	\$ 244,790.78


Douglas Schmidt
Project Manager



P.O. BOX 73169
HOUSTON, TEXAS 77273-3169

(281) 651-0000
FAX (281) 651-0228

LETTER OF GUARANTEE

Date: 10/1/2021

Owner: City of Brenham

Project: City of Brenham Raw Water Inlet Repair at Lake

This will serve as a guarantee that all work, including equipment installed on the above referenced project to be free from defects in every particular due to faulty workmanship or materials and additionally we guarantee all work against injury or damage from proper and usual wear for a period of one year from the date of the Certificate of Completion.

Upon notice from Owner of defects in work or equipment, we agree to replace or re-execute without cost to Owner, such work or equipment as may be found to be improper or imperfect. Notice of observed defects will be given with promptness by Owner.

By:



Douglas Schmidt, Project Manager



P.O. BOX 73169
HOUSTON, TEXAS 77273-3169

(281) 651-0000
FAX (281) 651-0228

Application for Payment
Application # 8 and Final
Owner: City of Brenham

Gunda Job # E2016-06 INV. #: 202010.06

Date: 10/1/2021

Project: City of Brenham Raw Water Inlet Repair at Lake LCI # 2019-10

Item Description	Unit of Measure	Contract Quantity	Total work this est.	Total work Prev. est.	Total work to date	Contract Price	Amount To Date	Total Contract
1 MOBILIZATION INCLUDING PERFORMANCE AND PAYMENT BONDS, INSURANCE AND PERMITS (MAX. 2% OF TOTAL BASE BID).	LS	1		1.00	1.00	\$ 93,000.00	\$ 93,000.00	\$ 93,000.00
2 REMOVE AND RELOCATE EXIST SIGN	LS	1		1.00	1.00	\$ 750.00	\$ 750.00	\$ 750.00
3 SAWCUT AND REMOVE ASPHALT PAVING, INCLUDING DISPOSAL, COMPLETE IN PLACE	SY	27		27.00	27.00	\$ 43.00	\$ 1,161.00	\$ 1,161.00
4 REMOVE & DISPOSE EXIST 18" CMP	LF	45		45.00	45.00	\$ 80.00	\$ 3,600.00	\$ 3,600.00
5 REMOVE & DISPOSE WOODEN POLE AT PUMP PAD	LS	1		1.00	1.00	\$ 250.00	\$ 250.00	\$ 250.00
6 REMOVE & DISPOSE EXIST CHAIN LINK FENCE AT PUMP PAD PER PLANS	LF	50		50.00	50.00	\$ 25.00	\$ 1,250.00	\$ 1,250.00
7 SAWCUT, DEMOLISH, REMOVE & DISPOSE CONCRETE STAIRS AT PROPOSED STAIR LANDING PAD TO EXIST. CONCRETE PAD	LS	1		1.00	1.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
8 CLEAR AND GRUB	LS	1		1.00	1.00	\$ 92,000.00	\$ 92,000.00	\$ 92,000.00
9 6" CHAIN LINK FENCE W/ 3 STRAND BARBED WIRE, INCLUDING TEN FT GATE, COMPLETE IN PLACE.	LF	104		104.00	104.00	\$ 61.00	\$ 6,344.00	\$ 6,344.00
10 GRADE DRAINAGE SWALES, COMPLETE IN PLACE.	LF	185		185.00	185.00	\$ 16.00	\$ 2,960.00	\$ 2,960.00
11 BLOCK SODDING, COMPLETE IN PLACE.	SY	1466		900.00	900.00	\$ 9.00	\$ 8,100.00	\$ 13,194.00
12 ROAD EXCAVATION, COMPLETE IN PLACE.	CY	15		15.00	15.00	\$ 25.00	\$ 375.00	\$ 375.00
13 SELECT BACKFILL (TYPE BS), COMPLETE IN PLACE.	CY	250		250.00	250.00	\$ 185.00	\$ 46,250.00	\$ 46,250.00
14 RIPRAP (STONE TYP R) (DRY)(18 IN), COMPLETE IN PLACE	CY	2		2.00	2.00	\$ 310.00	\$ 620.00	\$ 620.00
15 3" THICK GRAVEL ROADWAY SURFACE, COMPLETE IN PLACE.	SY	0		0.00	0.00	\$	\$	\$
16 6" THICK AGGREGATE BASE COURSE, COMPLETE IN PLACE.	SY	0		0.00	0.00	\$	\$	\$
17 WOVEN GEOTEXTILE AT GRAVEL ROAD, COMPLETE IN PLACE.	SY	0		0.00	0.00	\$	\$	\$
18 D-INLET (AT RECOVERED STORM DRAINAGE), COMPLETE IN PLACE.	EA	1		1.00	1.00	\$ 6,700.00	\$ 6,700.00	\$ 6,700.00
19 12" RCP, COMPLETE IN PLACE.	LF	0		0.00	0.00	\$	\$	\$
20 18" RCP, COMPLETE IN PLACE.	LF	38		38.00	38.00	\$ 159.00	\$ 6,042.00	\$ 6,042.00
21 18" SET (3:1), COMPLETE IN PLACE.	EA	1		1.00	1.00	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00
22 GRAVEL DRIVE INLETS WITH 9" PERIMETER APRONS AND 6" SCUPPERS INCLUDING APPURTENANCES, COMPLETE IN PLACE.	EA	6		6.00	6.00	\$ 5,000.00	\$ 30,000.00	\$ 30,000.00
23 METAL W-BEAM GUARD FENCE, INCLUDING TIMBER POSTS, FLARED TERMINALS AND APPURTENANCES, COMPLETE IN PLACE.	LF	140		140.00	140.00	\$ 65.00	\$ 9,100.00	\$ 9,100.00
24 DRAINAGE AGGREGATE (ASTM 33) FOR UNDERDRAIN, COMPLETE IN PLACE.	CY	224		224.00	224.00	\$ 220.00	\$ 49,280.00	\$ 49,280.00
25 6" SCHEDULE 80 PVC SLOTTED UNDERDRAIN WITH FILTER SOCK, COMPLETE IN PLACE.	LF	462		462.00	462.00	\$ 45.00	\$ 20,790.00	\$ 20,790.00
26 WOVEN GEOTEXTILE AT UNDERDRAIN AGGREGATE, COMPLETE IN PLACE.	SY	344		344.00	344.00	\$ 10.00	\$ 3,440.00	\$ 3,440.00
27 PRECAST 11" DEPTH CONCRETE LAGGING (NOMINAL 5FT SPAN X 4FT HEIGHT), WITH ROCK PATTERN FINISH AT FACE, COMPLETE IN PLACE.	SF	0		0.00	0.00	\$	\$	\$
28 PRECAST 11" DEPTH CONCRETE LAGGING (NOMINAL 8FT SPAN X 4FT HEIGHT), WITH ROCK PATTERN FINISH AT FACE, COMPLETE IN PLACE.	SF	1852		1,852.00	1,852.00	\$ 240.00	\$ 444,480.00	\$ 444,480.00
29 HP 16 X 141 PILE, INCLUDING PROTECTIVE PAINTING & APPURTENANCES, COMPLETE IN PLACE.	VF	2322		2,322.00	2,322.00	\$ 340.00	\$ 789,480.00	\$ 789,480.00
30 DRILL SHAFT (H-PILE) (30 IN), INCLUDING APPURTENANCES, COMPLETE IN PLACE.	VF	1640		1,640.00	1,640.00	\$ 710.00	\$ 1,164,400.00	\$ 1,164,400.00
31 DRILL SHAFT (H-PILE) (48 IN), INCLUDING APPURTENANCES, COMPLETE IN PLACE.	VF	0		0.00	0.00	\$	\$	\$
32 2.25" THREADED HOT DIP GALVANIZED TIE BACK RODS (ALL SIZES) PER PLANS AND APPURTENANCES, COMPLETE IN PLACE.	EA	0		0.00	0.00	\$	\$	\$
33 DRILLED SHAFT (30 IN) (DEADMAN), INCLUDING APPURTENANCES, COMPLETE IN PLACE.	VF	0		0.00	0.00	\$	\$	\$
34 DRILLED SHAFT (42 IN) (DEADMAN), INCLUDING APPURTENANCES, COMPLETE IN PLACE.	VF	0		0.00	0.00	\$	\$	\$

Page 1

P.O. BOX 73169
HOUSTON, TEXAS 77273-3169



(281) 651-0000
FAX (281) 651-0228

Application for Payment
Application # 8 and Final
Owner: City of Brenham

Gunda Job # E2016-06 INV. # 202010.08

Date: 10/1/2021

Project: City of Brenham Raw Water Inlet Repair at Lake LCI # 2019-10

Item Description	Unit of Measure	Contract Quantity	Total work this est.	Total work Prev. est.	Total work to date	Contract Price	Amount To Date	Total Contract
35 DRILLED SHAFT (40 IN) (DEADMAN), INCLUDING APPURTENANCES, COMPLETE IN PLACE,	VF	0		0.00	0.00	\$ -	\$ -	\$ -
36 6" CONCRETE PAD, COMPLETE IN PLACE,	SY	0		0.00	0.00	\$ -	\$ -	\$ -
37 6" THICK CBM STAB SUBGRADE (1.5 SACK), COMPLETE IN PLACE,	SY	0		0.00	0.00	\$ -	\$ -	\$ -
38 8" TALL DOWELED CONCRETE CURB, COMPLETE IN PLACE,	LF	0		0.00	0.00	\$ -	\$ -	\$ -
39 42" TALL HANDRAILING, COMPLETE IN PLACE,	LF	21		21.00	21.00	\$ 210.00	\$ 4,410.00	\$ 4,410.00
40 HOT DIP GALVANIZED CAGED LADDER WITH UPPER LANDING GATE, COMPLETE IN PLACE,	LS	0		0.00	0.00	\$ -	\$ -	\$ -
41 30" THICK CONCRETE LANDING PAD, COMPLETE IN PLACE,	SY	0		0.00	0.00	\$ -	\$ -	\$ -
42 DRILL SHAFT (30 IN) FOR LANDING PAD, COMPLETE IN PLACE,	VF	0		0.00	0.00	\$ -	\$ -	\$ -
43 STORM WATER POLLUTION PREVENTION (MAINTENANCE & REMOVAL); (60% OF UNIT COSTS AT INSTALLATION, AND 40% OF UNIT COSTS FOR REMOVAL)	LS	1		1.00	1.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00
44 STORM WATER POLLUTION PREVENTION (MAINTENANCE & REMOVAL); (60% OF UNIT COSTS AT INSTALLATION, AND 40% OF UNIT COSTS FOR REMOVAL)	EA	1		1.00	1.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
45 EROSION CONTROL LOGS EC9 - PERPENDICULAR TO MAINTENANCE ROAD CONSTRUCTION, INCLUDING REMOVAL	LF	140		0.00	0.00	\$ 13.00	\$ -	\$ 1,820.00
46 FILTER FABRIC FENCE, INCLUDING REMOVAL	LF	75		75.00	75.00	\$ 6.00	\$ 450.00	\$ 450.00
47 EXTRA HAND EXCAVATION	CY	100		0.00		\$ 25.00	\$ -	\$ 2,500.00
48 EXTRA MACHINE EXCAVATION	CY	100		0.00	0.00	\$ 30.00	\$ -	\$ 3,000.00
49 EXTRA BANK SAND BACKFILL	CY	100		0.00	0.00	\$ 18.00	\$ -	\$ 1,800.00
50 EXTRA CEMENT STABILIZED SAND	CY	100		22.00	22.00	\$ 22.00	\$ 484.00	\$ 2,200.00
51 EXTRA SELECT BACKFILL (TYPE BS)	CY	100		0.00	0.00	\$ 10.00	\$ -	\$ 1,000.00
52 FURNISH AND INSTALL STANDARD STEEL CASING FOR CASED DRILL SHAFT (30 IN), COMPLETE IN PLACE,	VF	0		0.00	0.00	\$ -	\$ -	\$ -
53 FURNISH AND INSTALL STANDARD STEEL CASING FOR CASED DRILL SHAFT (40 IN), COMPLETE IN PLACE,	VF	0		0.00	0.00	\$ -	\$ -	\$ -
54 EXTRA REMOVE AND REPLACE ASPHALT WITH 6" CONCRETE PAVING INCLUDING 6" SUBGRADE (0% LIME AND 4% FLY ASH), COMPLETE IN PLACE	SY	0		0.00	0.00	\$ -	\$ -	\$ -
55 EXTRA 5" CONCRETE SLOPED PAVEMENT (2:1) AT MAINTENANCE ROAD TOE SLOPE, COMPLETE IN PLACE	SY	0		0.00	0.00	\$ -	\$ -	\$ -
56 SILT REMOVAL, INTAKE STRUCTURE	CY	0		0.00	0.00	\$ -	\$ -	\$ -
57 DESIGN REVISIONS DUE TO SAFETY AND CONSTRUCTABILITY ISSUES	LS	1		0.96	0.96	\$2,181,145.50	\$ 2,093,899.88	\$2,181,145.50

TOTAL WORK \$ 4,895,615.88 \$4,999,991.50
LESS RETAINAGE 0% \$ -
LESS PREV. INV. \$ 4,651,024.90
TOTAL DUE THIS INV. \$ 244,790.78

CITY OF BRENHAM
RAW WATER INTAKE REPAIR AT LAKE SOMERVILLE

CERTIFICATE OF
FINAL COMPLETION

Document 00650

CERTIFICATE OF FINAL COMPLETION

PROJECT: Raw Water Intake Repair at Lake Somerville
CONTRACT No.: N/A PROJECT No.: E2016-06

TO: Lindsey Construction, Inc.
Contractor and
Address for Written Notice P.O. Box 73169 Houston, Texas 77273

1.01 DATE OF FINAL COMPLETION

The Work performed under the Contract was inspected on October 21, 2021 and found to be complete. The date of final completion of the Work is hereby established as October 21, 2021.

1.02 PUNCH LIST

Contractor certified in Document 00641 – Contractor's Certification of Final Completion that all Punch List items were completed or corrected. Failure to identify incomplete work items or requirements of the Contract prior to issuance of this Certificate does not alter the responsibility of Contractor to comply with all provisions of the Contract.

1.03 ACCEPTANCE OF THE WORK

Based on inspection and to the best of our knowledge, information and belief, the Work has been completed in accordance with the terms and conditions of the Contract and we recommend acceptance of the Work by City Council or their delegated authority.

Logan Andrepont
R.P.R./Strand


Signature

11/5/21
Date

Kyle Bertrand, P.E.
Project Manager/Consultant


Signature

11/8/21
Date

Public Services/Utilities

Signature

Date

1.04 TRANSITION OF RESPONSIBILITIES

Except as provided in the Contract documents attached hereto, Public Utilities accepts the Work as complete and accepts responsibility for security, maintenance, heating, ventilating, air conditioning, utilities, damage to the Work, and insurance, that has not been previously transferred from Contractor.

END OF DOCUMENT

cc: Kyle Bertrand, P.E., Gunda
File

AFFIDAVIT OF BILLS PAID

STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared Steve Sherwood, Vice President for Lindsey Construction, Inc. , party to that certain Contract entered into between Lindsey Construction, Inc and City of Brenham Raw Water Inlet Repair at Lake Somerville for the erection, construction, and completion of certain improvements and/or additions upon the following described premises, to wit:

City of Brenham Raw Water Inlet Repair at Lake

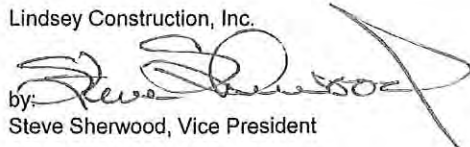
Said party being by me duly sworn states upon oath that the said improvements have been erected and completed in full compliance with the above referred to Contract and the agreed plans and specifications thereof.

Deponent further states that he has paid all bills and claims for the materials and labor performed on said Contract and that there are no outstanding unpaid bills or legal claims for labor performed or materials furnished upon said job.

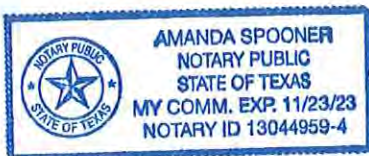
This affidavit is being made by the undersigned realizing that it is in reliance upon the truthfulness of the statements contained herein that payment due on said Contract is being made, and in consideration of the disbursement of funds by, Lindsey Construction, Inc. deponent expressly waives and releases all liens, claims and rights to assert a lien on said premises and agrees to indemnify and hold City of Brenham Raw Water Inlet Repair at Lake Somerville

safe and harmless from and against all losses, damages, costs and expenses of any character whatsoever, specifically including court costs, bonding fees and attorney fees, arising out of and in any relating to claims for unpaid labor or material used on or associated with construction of improvements on the above described premises.

Lindsey Construction, Inc.

by: 
Steve Sherwood, Vice President

Subscribed and sworn to before me, on this the 1st day of October, 2021




Notary Public in and for the State of Texas

WAIVER AND LIEN RELEASE UPON FINAL PAYMENT

STATE OF TEXAS
COUNTY OF HARRIS

THE UNDERSIGNED was contracted or hired by The City of Brenham,
to furnish labor and/or materials in connection with certain improvements to real
property described as follows:

Contractor: Lindsey Construction, Inc.

Job Name: City of Brenham Raw Water Inlet Repair at Lake

Payment: \$ 244,790.78

For Work Performed through:

10/1/2021

Upon receipt of this payment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned does hereby waive and release any mechanic's lien or materialman's lien or claims of lien, including any constitutional lien or claim thereto, that the undersigned has or hereafter has on the above mentioned real property and/or improvements thereon on account of any Work furnished by the undersigned whether pursuant to the above mentioned contract or otherwise.

The undersigned further certifies and warrants that there are no known mechanic's or materialman's liens outstanding as of the date hereof, that all bills incurred by it with respect to the Work will be paid within 10 days of the receipt of the above amount or sooner, and that there is no known basis for the filing of any mechanic's or materialman's lien on the property and/or improvements above described by any person or entity performing work on behalf of the undersigned; and to the extent permitted by applicable law, the undersigned does hereby waive and release any mechanic's or materialman's lien or claims of lien of any other such person or entity, and further agrees to indemnify and hold the owner harmless from any said lien or claim including the payment of related costs, expenses, and reasonable attorney's fees.

Contractor: Lindsey Construction, Inc.

Signature:

Printed Name and Title: Steve Sherwood, Vice President

Subscribed and sworn to before me, on this the 1st day of October, 2021




Notary Public in and for the State of Texas

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

AIA DOCUMENT G707

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

Bond No. **PRF9335104**

PROJECT: **Brenham E2016-06, Raw Water Intake Repair at Lake Somerville, Washington County, TX**
(name, address)

TO (Owner) [**City of Brenham**
210 N. Park St.
Brenham, TX 77833-3100

] ARCHITECT'S PROJECT NO:

CONTRACT FOR: **Raw Water Intake**

[] CONTRACT DATE:

CONTRACTOR: **Lindsey Construction, Inc.**
P.O. Box 73169
Houston, TX 77273-3169

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

Colonial American Casualty and Surety Company, Fidelity and Deposit Company of Maryland
1299 Zurich Way, 5th Floor
Schaumburg, IL 60196-1056

on bond of (here insert name and address of Contractor)

Lindsey Construction, Inc.
P.O. Box 73169
Houston, TX 77273-3169

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

City of Brenham
210 N. Park St.
Brenham, TX 77833-3100

as set forth in the said Surety Company's bond.

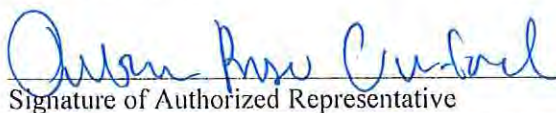
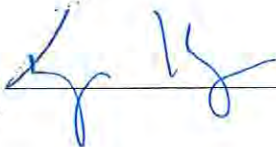
IN WITNESS WHEREOF,

the Surety Company has hereunto set its hand this 4th

day of October 2021

Colonial American Casualty and Surety Company
Fidelity and Deposit Company of Maryland
Surety Company

Attest:
(Seal):



Signature of Authorized Representative

Andrea Rose Crawford

Attorney-In-Fact

Title

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS,
Current Edition

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **John William NEWBY, Troy Russell KEY, Debra Lee MOON, Andrea Rose CRAWFORD, Sandra Lee RONEY, Linda Michelle STALDER, Suzanne Elizabeth NIEDZWIEDZ, Sherie Michelle GREENOUGH, Cheri Lynn IRBY and Joshua D. TRITT**, all of Addison, Texas, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 5th day of March, A.D. 2020.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: **Robert D. Murray**
Vice President

By: **Dawn E. Brown**
Secretary

**State of Maryland
County of Baltimore**

On this 5th day of March, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this 4th day of October, 2021.



Brian M. Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577



Texas Important Notice

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Zurich North America's toll-free telephone number for information or to make a complaint at:

1-800-382-2150

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 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Web: 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 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 información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de Zurich North America's para obtener información o para presentar una queja al:

1-800-382-2150

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Sitio web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con la compañía primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA: Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

CITY OF BRENHAM
RAW WATER INTAKE REPAIR AT LAKE SOMERVILLE
ONE-YEAR MAINTENANCE BOND

Bond No. PRF9335104

Document 00612

ONE-YEAR MAINTENANCE BOND

THAT WE, Lindsey Construction, Inc., as Principal,
hereinafter called Contractor, and the other subscriber hereto, Colonial American Casualty and Surety Company
Fidelity and Deposit Company of Maryland
as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Brenham,
a municipal corporation, in the sum of \$ 4,895,815.68, for the payment of which sum well
and truly to be made to the City of Brenham and its successors, the said Contractor and Surety do
bind themselves, their heirs, executors, administrators, successors, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a Contract in writing with
the City of Brenham for Raw Water Intake Repair at Lake Somerville, Washington County, TX

all of such work to be done as set out in full in said Contract documents therein referred to and
adopted by the City Council, all of which are made a part of this instrument as fully and
completely as if set out in full herein.

NOW THEREFORE, if the said Contractor shall comply with the provisions of
Paragraph 13.07 of the General Conditions, and correct work not in accordance with the Contract
documents discovered within the established one-year period, then this obligation shall become
null and void, and shall be of no further force and effect; otherwise, the same is to remain in full
force and effect.

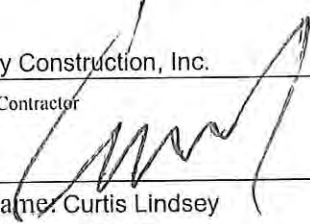
Notices required or permitted hereunder shall be in writing and shall be deemed delivered
when actually received or, if earlier, on the third day following deposit in a United States Postal
Service post office or receptacle, with proper postage affixed (certified mail, return receipt
requested), addressed to the respective other party at the address prescribed in the Contract
documents, or at such other address as the receiving party may hereafter prescribe by written
notice to the sending party.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this
instrument on the respective dates written below their signatures and have attached current
Power of Attorney.

ATTEST, SEAL: (if a corporation)
WITNESS: (if not a corporation)

By: 
Name: Dwight Childs
Title: Vice President

Lindsey Construction, Inc.
Name of Contractor

By: 
Name: Curtis Lindsey
Title: President
Date:

00612-1
09-15-2017

CITY OF BRENHAM

RAW WATER INTAKE REPAIR AT LAKE SOMERVILLE

ONE-YEAR MAINTENANCE BOND

ATTEST/SURETY WITNESS:

(SEAL)

Colonial American Casualty and Surety Company
and Fidelity and Deposit Company of Maryland

Full Name of Surety

1299 Zurich Way, 5th Floor

Address of Surety for Notice

Schuamburg, IL 60196

214-866-1000

Telephone Number of Surety

By:



Name: Andrea Crawford

Title: Agency Representative

Date: **October 4th, 2021**

By:



Name: John William Newby

Title: Attorney-in-Fact

Date: **October 4th, 2021**

END OF DOCUMENT

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

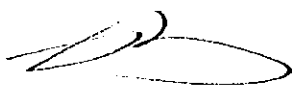
KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint John William NEWBY, Troy Russell KEY, Debra Lee MOON, Andrea Rose CRAWFORD, Sandra Lee RONEY, Linda Michelle STALDER, Suzanne Elizabeth NIEDZWIEDZ, Sherie Michelle GREENOUGH, Cheri Lynn IRBY and Joshua D. TRITT, all of Addison, Texas, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

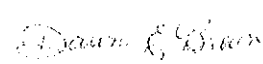
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 5th day of March, A.D. 2020.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND


By: Robert D. Murray
Vice President

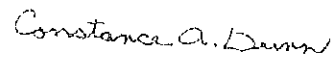

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 5th day of March, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.





Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed the corporate seals of the said Companies,
this 4th day of October, 2021.



Brian M. Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577



Texas Important Notice

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Zurich North America's toll-free telephone number for information or to make a complaint at:

1-800-382-2150

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 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Web: 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 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 información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de Zurich North America's para obtener información o para presentar una queja al:

1-800-382-2150

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Sitio web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con la compañía primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA: Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.



Regular City Council
AGENDA ITEM 15.

Agenda Item: Section 551.071 Texas Government Code - Consultation with Attorney - Consultation with City Attorney Regarding City of Brenham v. WTG Gas Marketing, Inc.; Cause No. 37573; 335th Judicial District Court, Washington County, Texas

Meeting Type: Regular Meeting-December 02, 2021

Department: Administration

Staff Contact: Cary Bovey

SUMMARY STATEMENT:

To be discussed in Executive Session.

ATTACHMENTS:

None

RECOMMENDED ACTION:

No action.