



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, NOVEMBER 3, 2022 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 - Councilmember Shannan Canales**
- 3. Service Recognitions**
 - ♦ David Dudenhoeffer, Police Department - 10 years**
- 4. Citizens Comments**

CONSENT AGENDA

- 5. Statutory Consent Agenda**

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

 - 5-a. Approve the Minutes from October 3, 2022 Special Meeting, October 13, 2022 Regular Meeting and October 20, 2022 Special Meeting**
 - 5-b. Approve Ordinance No. O-22-025 on its Second Reading Providing for a No Parking Zone Along Prairie Lea Street in the City of Brenham**
 - 5-c. Acceptance of a Grant from the Hancher Foundation in the Amount of \$31,000.00 for the Nancy Carol Roberts Memorial Library and Authorize the Mayor to Execute Any Necessary Documentation**

5-d. Approve the City of Brenham 2023 Holiday Calendar and Authorize the Mayor to Execute Any Necessary Documentation

5-e. Approve Resolution No. R-22-034 Authorizing the Execution of an Agreement with TxDOT for the Temporary Closure of State Right-of-Way in Connection with the 2022 Lighted Christmas Parade to be Held on Saturday, December 3, 2022

WORK SESSION - DEPARTMENT UPDATE

- 6. Discussion and Update on the City of Brenham's Economic Development Department**

REGULAR SESSION

- 7. Discuss and Possibly Act Upon Change Order No. 2 and Final Payment to Clark Construction of Texas, Inc. Related to the 2022 City Street Onyx Resurfacing Project and Authorize the Mayor to Execute Any Necessary Documentation**
- 8. Discuss and Possibly Act Upon Resolution No. R-22-035 Approving an Advance Funding Agreement with TxDOT for Bridge Replacement or Rehabilitation Off the State System for Bridge Located at Hog Branch Creek and Pecan Street and Authorize the Mayor to Execute Any Necessary Documentation**
- 9. Discuss and Possibly Act Upon RFP No. 22-006 Related to Athletic Park Concessions and Authorize the Mayor to Execute Any Necessary Documentation**
- 10. Discuss and Possibly Act Upon Resolution No. R-22-036 Authorizing the Acceptance of Public Infrastructure Improvements in the Vintage Farms Subdivision, Townhome Phase**
- 11. Discuss and Possibly Act Upon Resolution No. R-22-037 Authorizing the Acceptance of Public Infrastructure Improvements in the Vintage Farms Subdivision, Phase 4**
- 12. Discuss and Possibly Act Upon Resolution No. R-22-038 Authorizing the Acceptance of a Grant from the Office of the Governor (OOG), State Homeland Security Program (Regular Projects) for the Purchase of a SeekerE MDK Detector**
- 13. Discuss and Possibly Act Upon Resolution No. R-22-039 Authorizing the Acceptance of a Grant from the Office of the Governor (OOG), Public Safety Office, Criminal Justice Division for the FY2023 Rifle-Resistant Body Armor Grant Program**

14. Discuss and Possibly Act Upon Resolution No. R-22-040 Authorizing the Acceptance of a Grant from the Office of the Governor (OOG), State Homeland Security Program (LETPA Projects) for 1-ICOR Mini-Caliber Robot
15. Discuss and Possibly Act Upon an Easement Agreement Between the City of Brenham and the Army Corps of Engineers Related to a Pipeline Right-of-Way Easement at Lake Somerville for the Lake Somerville Raw Water Intake Structure and Authorize the Mayor to Execute Any Necessary Documentation

EXECUTIVE SESSION

16. Section 551.071 Texas Government Code - Consultation with Attorney - Consultation with City Attorney Regarding Aviators Plus, LLC v. City of Brenham, Texas; Cause No. 37896; 21st Judicial District Court, Washington County, Texas
17. Section 551.071 Texas Government Code - Consultation with Attorney - Consultation with City Attorney Regarding Legal Issues Concerning the City of Brenham Lake Somerville Raw Water Intake Structure, the Federal Emergency Management Agency, and Associated Matters
18. Section 551.086 - Texas Government Code - Utility Competitive Matters - City of Brenham Gas Utility System -Gas Supply and Transportation Arrangements and Agreements, and Associated Matters
19. 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.

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 November 03, 2022 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, October 31, 2022 at 9:15 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 _____, 2022 at _____ AM PM.

Signature

Title

Brenham City Council Minutes

A special meeting of the Brenham City Council was held on October 3, 2022 beginning at 8:30 a.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members Present:

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

Members Absent:

Mayor Milton Y. Tate, Jr.
Councilmember Adonna Saunders

City of Brenham Staff present:

City Manager Carolyn Miller, City Secretary Jeana Bellinger, General Manager of Public Utilities Debbie Gaffey, Director of Development Services Stephanie Doland, Human Resources Director Susan Nienstedt, and Cherry Prewitt

Citizens/Others Present:

Jeff Parham

Media Present:

Jason May, Brenham Banner-Press; and Josh Blaschke, KWHI

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags – City Manager Carolyn Miller**
- 3. Citizens Comments**

No citizen comments were heard.

REGULAR SESSION

4. Discuss and Possibly Act Upon Resolution No. R-22-031 Determining that Soliciting Competitive Sealed Proposals for Aviation Fuel Supply and Associated Services at the Brenham Municipal Airport Is the Method of Procurement that Provides the Best Value for the City of Brenham

Director of Development Services Stephanie Doland presented this item. Doland explained that on January 24, 2022 the City Council authorized staff to proceed with the purchase, delivery and installation of the former Marathon Oil fuel farm and associated equipment (pumping, filtration, motors, etc.) from Alberth Aviation. Doland stated that in May 2022 the City Council also approved a Professional Services Agreement with BASSCO Services, Inc for the rebuild of the Brenham Fuel Farm with an initial contract in the amount of \$232,012.38, which included three phases of the project: design, construction, and installation. Doland stated that in September, 2022 the Council approved a change order in the amount of \$43,070 for additional fuel farm equipment and for the installation of three canopies to provide shade and additional lighting on the RAMP while customers are fueling.

Doland stated that in anticipation of the new fuel system being operational in November of 2022, staff is preparing to conduct a competitive sealed proposal process for a branded Aviation Fuel Provider. The fuel provider will be expected to furnish and deliver 100 Low Lead (100LL) Av Gas and Jet-A Fuel with additive. Doland advised that annual quantities are not known at this time and will vary from year to year; however, the fuel provider will also be asked to provide the following:

- Credit Card and point of sale (“POS”) equipment to be used by the City of Brenham
- FBO Software
- Lease to Purchase equipment – QTPod M4000
- Fuel cost guarantee
- Fuel Quality Control
- Liability Insurance
- Refueler Trucks – one (1) 3,000-gallon truck for Jet-A, and one (1) minimum capacity 750-gallon truck (or as available) for 100LL Av Gas
- Branding Partnership, other marketing, sales aids, or assistance
- Co-Op Programs
- Signage

Doland stated that Section 252.021(c) of the Texas Local Government Code provides that the governing body of a municipality that is considering using a method other than competitive sealed bidding must determine before notice is given the method of purchase that provides the best value for the municipality. City staff has evaluated its available options with regard to the procurement of aviation fuel and associated services at the Airport and has determined that soliciting competitive sealed proposals from interested parties provides the best value for the City.

Doland explained that City staff recommends that the City Council approve Resolution No. R-22-031 determining that that soliciting competitive sealed proposals for aviation fuel supply and associated services at the Brenham Municipal Airport is the method of procurement that provides the best value for the City and upon approval of the Resolution, the RFP will be published on Tuesday, October 4, 2022 and all RFP Submittals to be received by the City on October 18, 2022.

A motion was made by Councilmember Canales and seconded by Councilmember Wright to approve Resolution No. R-22-031 determining that soliciting Competitive Sealed Proposals for aviation fuel supply and associated services at the Brenham Municipal Airport is the method of procurement that provides the best value for the City of Brenham.

Mayor Pro Tem Kolby called for a vote. The motion passed with Council voting as follows:

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

Council adjourned into Executive Session at 8:43 a.m.

EXECUTIVE SESSION

5. **Section 551.071 Texas Government Code - Consultation with Attorney - Consultation with City Attorney Regarding Legal Issues Concerning the City of Brenham Lake Somerville Raw Water Lake Intake Structure, the Federal Emergency Management Agency, and Associated Matters**
6. **Section 551.086 - Texas Government Code - Utility Competitive Matters - City of Brenham Gas Utility System - Gas Supply and Transportation Arrangements and Agreements, and Associated Matters**
7. **Section 551.071 Texas Government Code - Consultation with Attorney - Consultation with City Attorney Regarding Aviators Plus, LLC v. City of Brenham, Texas; Cause No. 37896; 21st Judicial District Court, Washington County, Texas**

Executive Session adjourned at 9:54 a.m.

RE-OPEN REGULAR SESSION

The meeting was adjourned.

Clint Kolby
Mayor Pro Tem

Jeana Bellinger, TRMC, CMC
City Secretary

DRAFT

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on Thursday, October 13, 2022 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:

City Manager Carolyn Miller, City Attorney Cary Bovey, City Secretary Jeana Bellinger, Deputy General Manager of Public Utilities Alton Sommerfield, Director of Public Works Dane Rau, Director of Development Services Stephanie Doland, Director of Economic Development Susan Cates, Director of Finance Stacy Hardy, Director of Water and Wastewater Bobby Keene, Police Chief Ron Parker, Fire Chief Roger Williams, Human Resources Director Susan Nienstedt, Tourism and Marketing Director Jennifer Eckermann, Cherry Prewitt, Kyle Branham, Shawn Bolenbarr, Jerry Saldivar, Tiwanna Brown, Nancy Joiner, Steven Loving, Steven Eilert, Lloyd Powell, Casey Redman, and Stephen Draehn

Citizens/Others Present:

Chris Dalrymple, Shane Hart, Bob Davis and Drew Needham

Media Present:

Jason May, Brenham Banner-Press; and Josh Blaschke, KWHI

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

3. Service Recognitions

- Tiwana Brown, Municipal Court – 10 Years

4. Special Recognitions – Chief’s Commendations

- Meagan McCarrell
- Lauren Roese

5. Proclamations

- Chiropractic Health Month
- Paint the Town Pink
- Pickard High School Last Graduating Class (1967) Reunion Day
- Adult & Teen Challenge of Texas Day
- Fire Prevention Week

6. Citizens Comments

No citizen comments were heard.

CONSENT AGENDA

7. Statutory Consent Agenda

7-a. Approve the Minutes from September 26, 2022 Special Meeting and the September 29, 2022 Regular Meeting

7-b. Approve Final Payment to MBC Management in the Amount of \$20,770.98 for the Construction of the Additional Parking Lot at the Blue Bell Aquatic Center and Authorize the Mayor to Execute Any Necessary Documentation

A motion was made by Councilmember Wright and seconded by Councilmember Canales to approve the Statutory Consent Agenda Items 7.a. thru 7.b. 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

WORK SESSION – DEPARTMENT UPDATES

8. Discussion and Update on the City of Brenham's Tourism and Marketing Department

Director of Tourism and Marketing Jennifer Eckermann presented this item to Council. Eckermann provided the Council with information on the following topics:

- Why tourism is important
- The economic impact of tourism
- 2021 Travel Impacts for Brenham and Washington County
- Visit Brenham/DMO/WC Tourism Partners
- Direct Travel Spending in Washington County
- Visit Brenham Website
- Impact of Social Media, Digital Marketing, Print Advertising, Digital Advertising and E-Newsletters
- Visitor Guide and Visitor's Center
- Group Sales – Weddings and Meetings
- The Barnhill Center - Rentals and Entertainment
- Texas Music Friendly City
- Upcoming Projects and Issues for 2023

REGULAR SESSION

9. Discuss and Possibly Act Upon Resolution No. R-22-032 Appointing Cherry Cash Prewitt as Deputy City Secretary

City Secretary Jeana Bellinger presented this item. Bellinger stated that Cherry Cash Prewitt joined the City Secretary's Office on September 8, 2022 as Deputy City Secretary; however, in accordance with City policy, the City Council must formally appoint her.

Bellinger stated that Cherry comes to the City with over 20 years of experience in municipal government having worked for 18 years in the City of Punta Gorda, FL and most recently at the City of Bryan.

A motion was made by Councilmember Canales and seconded by Councilmember Wright to approve Resolution No. R-22-032 appointing Cherry Cash Prewitt as Deputy City Secretary.

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

10. Discuss and Possibly Act Upon Change Order No. 1 to the Agreement Between the City of Brenham and Avocette Technologies, Inc. and Carasoft Technology Corporation for Online Planning and Permitting Software and Authorize the Mayor to Execute Any Necessary Documentation

Director of Development Services Stephanie Doland presented this item. Doland stated that on December 16, 2021 City Council unanimously voted to approve an agreement between the City and Carasoft Technology Corporation. Carasoft which included a multiyear purchase of Accela, a software product that will allow the Department to increase its efficiencies and offer a more streamlined approval process for various applications and services. Doland explained that Accela was created specifically for building and planning departments and as such the software is easy to use by both Staff and the overall construction industry. Doland advised that also included is the purchase of DigEplan which is a separate add-on to the Accela software that is focused on providing a customer facing platform that is both intuitive and easy to use regardless if utilized by an architect or a local home owner.

Doland stated that since the agreement was approved the Accela implementation team was formed to include Sarah Hill, Allen Jacobs, Shauna Laauwe, Cody Sorensen and Stephanie Doland. The team has been diligently testing and configuring the software to meet City staff's back office needs as well as modifying the forward-facing Citizens Access Portal which will serve as a one-stop shop for the submittal of applications and permits for review by multiple City departments. The team identified 492 changes across 44 different application (record) types; however, the original contract only included up to 120 changes. Doland explained that the change order with Carasoft for \$6,062.50 was for the configuration of the additional 372 record changes to the applications and business processes within the Accela platform.

A motion was made by Councilmember Kenjura and seconded by Mayor Pro Tem Kolby to approve Change Order No. 1 to the agreement between the City of Brenham and Avocette Technologies, Inc. and Carasoft Technology Corporation, in the amount of \$6,062.50, for online planning and permitting software 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	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

11. Discuss and Possibly Act Upon Resolution No. R-22-033 Authorizing the Submission of a Grant Application to the Office of the Governor, Public Safety Office, Criminal Justice Division for the 2023 Bullet-Resistant Shield Grant Program

Sgt. Steven Eilert presented this item. Eilert stated that the Police Department is seeking approval for submission of a grant application to the Office of the Governor for five (5) Bullet-Resistant Shields. If awarded, this grant will be in the amount of \$20,106.10 and there will be no matching funds required; however, the Department will be responsible to provide additional training to staff in order to meet the grant requirements

A motion was made by Councilmember Cook and seconded by Councilmember Saunders to approve Resolution No. R-22-033 authorizing the submission of a grant application to the Office of the Governor, Public Safety Office, Criminal Justice Division for the 2023 Bullet-Resistant Shield Grant Program.

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

12. Discuss and Possibly Act Upon Award of Bid for Project No. 2022-01 Related to South Chappell Hill Street and Martin Luther King Jr. Parkway Improvements and Authorize the Mayor to Execute Any Necessary Documentation

Public Works Director Dane Rau presented this item. Rau stated that on August 24, 2022, the City and Strand Associates opened bids regarding street and utility improvements on South Chappell Hill St. and Martin Luther King.

Rau explained that during the bid process, there were 4 bid packets received and the bids were broken out as follows:

- Base Bid (streets improvements) which includes concrete on S. Chappell Hill St. (from Market St. to Nolan St.) and Martin Luther King (from Park St. to Burleson St) with some curb work and new storm drain inlets.
- Alternate 1 for the widening S. Chappell Hill St. an additional three foot which would make the entire section match and provide for a 3-lane road from Market St. to 290 Feeder.
- Alternate 2 to extend sanitary sewer from Market St approximately 425 feet up S. Chappell Hill St.
- Alternate 3 to extend a water main approximately 460 foot from Market St. to connect to an existing line, making a looped feed.

A motion was made by Councilmember Kenjura and seconded by Councilmember Cook to award Project No. 2022-01, including the base bid and all alternates, related to South Chappell Hill Street and Martin Luther King Jr. Parkway improvements to Larry Young Paving, Inc. in the amount of \$2,193,505.05 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	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

13. Discuss and Possibly Act Upon an Ordinance on Its First Reading Providing for a No Parking Zone Along Prairie Lea Street in the City of Brenham

Purchasing and Fleet Supervisor Kyle Branham presented this item. Branham explained that with recent improvements and additions of infrastructure around the Blinn Campus, Blinn has actively been working on adopting a parking plan to better address on-campus parking. Branham stated that Blinn reached out to the City and TXDOT to ask about establishing “No Parking” areas on both sides of Prairie Lea Street beginning at College Avenue and extending South to W. Fifth St. After reviewing these areas and discussing with Development Services and Brenham PD along with TXDOT, staff sees no objection to working with Blinn to align with their parking plan but also open up these roadways for emergency personnel and improving these areas for pedestrians/students.

A motion was made by Councilmember Canales seconded by Mayor Pro Tem Kolby to approve an Ordinance on its first reading providing for a no parking zone along Prairie Lea Street in the City of Brenham.

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

14. Discuss and Possibly Act Upon Award of Bid for Project No. 2021-04R Related to the Henderson Park Pedestrian Bridge Rehabilitation Project and Authorize the Mayor to Execute Any Documentation

Purchasing and Fleet Supervisor Kyle Branham presented this item. Branham explained that in the 2021-22 budget, BCDC approved the rehabilitation of pedestrian bridges in Henderson Park and Hohlt Park. Branham stated that bids for the projects were received in early 2022 and came in over the original budget of \$92,700; therefore, the bids were all rejected, and staff rebid only the bridges in Henderson Park. The new scope of work consisted of surface preparation and application of paints and coatings to the bridge and existing handrails, provide, attach, and paint metal members on both bridges, remove existing wood decking and replace with new wood decking on Splashpad Bridge and remove existing wood decking and replace with existing wood decking on Ball Field Bridge. Branham advised that this new scope of work will make these bridges safer for pedestrians as well as restoring them aesthetically with new coatings of paint.

Branham advised that bids for the new scope of work were opened on September 22, 2022. The base bid came in at \$72,900 for the Splashpad Bridge. Bid Alternate 2 (\$90,500) was rehabilitation of the “Old Tomlinson Creek Bridge” by Higgins Branch. Bid Alternate 1 (\$18,200) and Bid Alternate 3 (\$15,000) were to evaluate composite decking on each bridge. After further review of the base bid and all alternates, staff feels it is in the best interest to select the base bid and alternate 2, totaling \$613,400.00, as this will allow us to refurbish, provide additional safety railings and provide a fresh coat of paint to both bridges in Henderson Park.

A motion was made by Mayor Pro Tem Kolby and seconded by Councilmember Saunders to award bid for Project No. 2021-04R related to the Henderson Park Pedestrian Bridge Rehabilitation Project to Carlson McClain Construction Company LLC, in the amount of \$163,400.00 for the Base Bid and Bid Alternate No. 2 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	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

15. Discuss and Possibly Act Upon the Purchase of Six (6) Chevrolet Tahoes for the City of Brenham Police Department Through the Interlocal Purchasing System (TIPS) and Authorize the Mayor to Execute Any Necessary Documentation

Maintenance Superintendent Stephen Draehn presented this item. Draehn explained that the Police Department is ordering six (6) Chevrolet Tahoe's for use as three (3) patrol vehicle replacements and three (3) patrol/ administration vehicle replacements. All of these vehicles were approved in the FY23 adopted budget.

Draehn explained that staff obtained quotes for these vehicles from Silsbee Fleet on The Interlocal Purchasing System (TIPS), a National Cooperative Purchasing Program for use by member schools, colleges, universities, cities, counties, and other governmental entities. The purchase will be with TIPS vendor Lake Country Chevrolet and the purchase price of the six (6) Tahoes is \$237,067.50 which does not include equipment installation for the vehicles. The additional equipment will be purchased separately and installed by city maintenance personnel.

A motion was made by Councilmember Canales and seconded by Councilmember Saunders to approve the purchase of six (6) Chevrolet Tahoe's, through The Interlocal Purchasing System (TIPS), from Lake Country Chevrolet in the amount of \$237,067.50 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	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

16. Discuss and Possibly Act Upon a Contract Between the City of Brenham and Strand Associates, Inc. for Engineering Services Related to Various Water Projects to be Funded Through the American Rescue Plan Act (ARPA) and Administered by the United States Department of the Treasury (Treasury), and Authorize the Mayor to Execute Any Necessary Documentation

Public Utilities Project Manager Shawn Bolenbarr presented this item. Bolenbarr explained that in July 2022 the City completed a Request for Qualification (RFQ) seeking qualified engineering, architectural, and/or surveying firms to prepare preliminary and final design plans and specifications for various water projects eligible for funding under the American Rescue Plan Act (ARPA). Strand Associates, Inc. was selected as the most qualified engineering firm and on August 4, 2022 the City Council awarded the RFQ for engineering, architectural and/or surveying services for the ARPA projects to Strand.

Bolenbarr stated that the scope of work in the agreement is to provide engineering services in order to establish a lead and copper management program, install a generator at the Atlow elevated storage tank booster pumping station, and for the replacement of air release valves on the existing 24-inch raw water main. Bolenbarr advised that payment for these services will not exceed \$177,000.00.

A motion was made by Councilmember Kenjura and seconded by Councilmember Saunders to approve a contract between the City of Brenham and Strand Associates, Inc., in an amount not to exceed \$177,000.00, for engineering services related to various water projects to be funded through the American Rescue Plan Act (ARPA) and administered by the United States Department of the Treasury (Treasury) 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	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

17. Discuss and Possibly Act Upon a Contract Between the City of Brenham and Strand Associates, Inc. for Engineering Services Related to Various Wastewater Projects to be Funded Through the American Rescue Plan Act (ARPA) and Administered by the United States Department of the Treasury (Treasury), and Authorize the Mayor to Execute Any Necessary Documentation

Public Utilities Project Manager Shawn Bolenbarr presented this item. Bolenbarr explained that in July 2022 the City completed a Request for Qualification (RFQ) seeking qualified engineering, architectural, and/or surveying firms to prepare preliminary and final design plans and specifications for various wastewater projects eligible for funding under the American Rescue Plan Act (ARPA). Strand Associates, Inc. was selected as the most qualified engineering firm and on August 4, 2022 the City Council awarded the RFQ for engineering, architectural and/or surveying services for the ARPA projects to Strand.

Bolenbarr stated that the scope of work in this agreement consist of rehabilitation of the process aeration blowers at the wastewater treatment plant, rehabilitation to portions of Treatment Module 1, and a UV light disinfection system to replace the existing chlorination system at the plant. Bolenbarr advised that payment for these services will not exceed \$391,000.00.

A motion was made by Councilmember Canales and seconded by Councilmember Kenjura to approve a contract between the City of Brenham and Strand Associates, Inc., in an amount not to exceed \$391,000.00, for engineering services related to various wastewater projects to be funded through the American Rescue Plan Act (ARPA) and administered by the United States Department of the Treasury (Treasury) 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	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

18. Discuss and Possibly Act Upon a Chapter 380 Agreement Between the City of Brenham and Brenham Market Square, LP and Authorize the Mayor to Execute Any Necessary Documentation

Economic Development Director Susan Cates presented this item. Cates stated that Brenham Market Square is developing a 51-acre mixed use property that will include: multi-family housing, retail, restaurants, hospitality, and other commercial sites. In March, 2022 a Memorandum of Understanding was executed between the City and Brenham Market Square indicating the intention of the City Council to support this development through reimbursement of actual costs related to public infrastructure projects undertaken by this private developer from the tax increment generated by the property tracts that comprise the Brenham Market Square development within Tax Increment Reinvestment Zone Number One, once the terms of the 380 Agreement were negotiated to the satisfaction of both parties.

Cates also explained that this Chapter 380 Agreement is in accordance with the Policy for the Reimbursement of Qualified Infrastructure Costs for Private Development of Public Infrastructure Within Tax Increment Reinvestment Zone Number One, City of Brenham, Texas as adopted by Resolution R-22-015. Cates stated that the Agreement also stipulates some architectural enhancement requirements designed to insure a high quality development reflective of the type of projects that the City wishes to encourage.

A motion was made by Councilmember Canales and seconded by Mayor Pro Tem Kolby to approve a Chapter 380 Agreement, with changes as approved by the City Attorney, between the City of Brenham and Brenham Market Square, LP 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	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

19. Administrative/Elected Officials Report

City Manager Carolyn Miller updated the City Council on the following:

- Washington County Appraisal District and Brenham Independent School District are holding a joint workshop on property taxes and school funding today at 5:30 p.m. in the cafeteria at the Brenham Junior High.
- Texas Arts and Music Festival is this week-end.

Council adjourned into Executive Session at 2:22 p.m.

EXECUTIVE SESSION

- 20. Section 551.071 Texas Government Code - Consultation with Attorney - Consultation with City Attorney Regarding Legal Issues Concerning the City of Brenham Lake Somerville Raw Water Intake Structure, the Federal Emergency Management Agency, and Associated Matters**
- 21. Section 551.086 - Texas Government Code - Utility Competitive Matters - City of Brenham Gas Utility System - Gas Supply and Transportation Arrangements and Agreements, and Associated Matters**
- 22. Section 551.071 Texas Government Code - Consultation with Attorney - Consultation with City Attorney Regarding Aviators Plus, LLC v. City of Brenham, Texas; Cause No. 37896; 21st Judicial District Court, Washington County, Texas**

Executive Session adjourned at 4:14 p.m.

RE-OPEN REGULAR SESSION

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

Brenham City Council Minutes

A special meeting of the Brenham City Council was held on October 20, 2022 beginning at 8:30 a.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 Adonna Saunders
Councilmember Albert Wright

Members Absent:

Councilmember Atwood Kenjura

City of Brenham Staff present:

City Manager Carolyn Miller, General Manager of Public Utilities Debbie Gaffey, and Deputy City Secretary Cherry Cash Prewitt

Citizens/Others Present:

None

Media Present:

None

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

No citizen comments were heard.

Council adjourned into Executive Session at 8:31 a.m.

EXECUTIVE SESSION

- 1. Section 551.086 - Texas Government Code - Utility Competitive Matters - City of Brenham Gas Utility System - Gas Supply and Transportation Arrangements and Agreements, and Associated Matters**

Executive Session adjourned at 8:56 a.m.

RE-OPEN REGULAR SESSION

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Cherry Cash Prewitt
Deputy City Secretary

ORDINANCE NO. O-22-025

AN ORDINANCE PROVIDING FOR THE PROHIBITION OF PARKING MOTOR VEHICLES, TRAILERS OR OTHER VEHICLES ON CERTAIN DESIGNATED STREETS IN THE CITY OF BRENHAM, AND ASSOCIATED MATTERS; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY FOR VIOLATION THEREOF; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City Council desires to provide for no parking zones on certain streets within the City of Brenham in order to: prevent accidents, collisions and damages; promote the flow of traffic along and into such streets; and regulate the same; and

WHEREAS, the general welfare, health and safety of the citizens of the City will be promoted by the enactment of this Ordinance; and

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

SECTION I.

That every person, firm, corporation, or other entity shall be prohibited from parking any motor vehicle, trailer, or other vehicle, upon any of the following designated streets or portions thereof, when signs are erected giving notice thereof:

- a. On the east side of Prairie Lea St. beginning at College Avenue and ending at W. Fifth St.
- b. On the west side of Prairie Lea St. beginning at College Avenue and ending at W. Fifth St.

SECTION II.

The terms “park” and “parking” shall mean the standing or stopping of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading passengers or property.

SECTION III.

In any case when a person, firm, corporation or other entity shall have been charged with a violation of this Ordinance, proof that said motor vehicle, trailer, or other vehicle was, at the date of the offense alleged, owned by the person, firm, corporation or entity charged with the offense, shall constitute prima facie evidence that said motor vehicle, trailer, or other vehicle was stopped, left standing or parked at the place charged by said owner.

SECTION IV.

The provisions of this Ordinance shall not apply to any authorized emergency vehicle or City of Brenham motor vehicle, trailer, or other vehicle.

SECTION V.

All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION VI.

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

SECTION VII.

That any person, firm, corporation or other entity violating this Ordinance shall be fined a sum of not less than \$1.00 and not more than \$500.00, plus applicable court costs.

SECTION VIII.

This Ordinance shall take full force and effect from and after its passage and approval.

PASSED and APPROVED on its first reading this the 13th day of October 2022.

PASSED and APPROVED on its second reading this the 3rd day of November 2022.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



Regular City Council
AGENDA ITEM 5-C.

Agenda Item: **Acceptance of a Grant from the Hancher Foundation in the Amount of \$31,000.00 for the Nancy Carol Roberts Memorial Library and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Type: Regular Meeting-November 03, 2022

Department: Library

Staff Contact: Idalia Avezuela

SUMMARY STATEMENT:

The Ladd and Katherine Hancher Library Foundation, a non profit out of Columbus, Texas, offers grants to fund projects for public libraries serving populations of 50,000 or less. Proposed projects are reviewed for the level of educational contribution to the community. The Nancy Carol Roberts Memorial Library has been awarded \$31,000 to the ongoing digitalization project of the Library's Brenham Banner-Press microfilm collection. The money will fund the digitalization of microfilm rolls from the year 1953 to approximately the early 1990's, making those newspapers accessible to the public from the Portals to Texas Digital Newspaper site. No contract or matching funds are requested.

ATTACHMENTS:

None

RECOMMENDED ACTION:

Accept a grant from the Hancher Foundation in the amount of \$31,000 for the Nancy Carol Roberts Memorial Library and authorize the Mayor to execute any necessary documentation.



Regular City Council
AGENDA ITEM 5-D.

Agenda Item: Approve the City of Brenham 2023 Holiday Calendar and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-November 03, 2022

Department: Human Resources

Staff Contact: Susan Nienstedt

SUMMARY STATEMENT:

The Holiday Schedule for 2023 is presented for approval by the Mayor and City Council. The schedule provides for 12 observed holidays, and 2 floating holidays for a total of 14 paid holidays.

ATTACHMENTS:

(1) 2023 Holiday Calendar

RECOMMENDED ACTION:

Approve the City of Brenham 2023 Holiday Calendar and authorize the Mayor to execute any necessary documentation.

January						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

July						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

2023 City Holidays

Jan 1	New Year's Day 24-hour departments OR
Jan 2	New Year's Day Observed
Jan 16	Martin Luther King Day
April 7	Good Friday OR
April 9	Easter Sunday (24-hour depts.)
May 29	Memorial Day
June 19	Juneteenth Day
July 4	Independence Day
Sept 4	Labor Day
Nov 10	Veteran's Day Observed OR
Nov 11	Veteran's Day
Nov 23	Thanksgiving Day
Nov 24	Day after Thanksgiving
Dec 24	Christmas Eve (24-hour depts) OR
Dec 25	Christmas Holiday
Dec 26	Christmas Holiday
2 Floating Holidays - 8 hours each	
* September 11 th considered as (1) 8-hour Floating Holiday for Firefighters	



Regular City Council
AGENDA ITEM 5-E.

Agenda Item: Approve Resolution No. R-22-034 Authorizing the Execution of an Agreement with TxDOT for the Temporary Closure of State Right-of-Way in Connection with the 2022 Lighted Christmas Parade to be Held on Saturday, December 3, 2022

Meeting Type: Regular Meeting-November 03, 2022

Department: Economic Development

Staff Contact: Monique Breaux, Main Street Manager

SUMMARY STATEMENT:

The City of Brenham hosts the annual Christmas Stroll & Lighted Parade on the first Saturday in December. Main and Alamo Street (Business 290) will feature a lighted parade beginning at 6:00 pm. 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 10:00 pm on Saturday, December 3, 2022. Closures most than four (4) hours need approval per the Texas Department of Transportation (TxDOT) agreement.

ATTACHMENTS:

- (1) Resolution No. R-22-034
- (2) Agreement for the Temporary Closure of State Right of Way
- (3) Detour Maps

RECOMMENDED ACTION:

Approve Resolution No. R-22-034 authorizing the execution of an agreement with TxDOT for the temporary closure of state right-of-way in connection with the 2022 Lighted Christmas Parade to be held Saturday, December 3, 2022.

RESOLUTION NO. R-22-034

THE STATE OF TEXAS

COUNTY OF WASHINGTON

WHEREAS, the Texas Department of Transportation operates certain state highways within the City limits of the City of Brenham;

WHEREAS, the City of Brenham has received requests for street closings along state highways within the City of Brenham;

WHEREAS, the Texas Department of Transportation and the City of Brenham have agreed to certain terms and conditions regarding the closing of a portion of the state highway within the City limits for the purpose of said closings;

WHEREAS, the City Council of the City of Brenham has considered the foregoing and the aforesaid contract and have agreed to be bound by the provisions thereof for the purpose of closing said streets for the 2022 Christmas Stroll and Lighted Parade.

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

The Mayor of Brenham, acting on behalf of the City Council of the City of Brenham is hereby authorized to execute the attached agreement with the Texas Department of Transportation in connection with the closure of state highways within the City of Brenham associated with the 2022 Christmas Stroll and Lighted Parade. This resolution is effective upon its adoption.

Adopted this the 3rd day of November 2022.

Milton Y. Tate, Jr.,
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

STATE OF TEXAS §
COUNTY OF TRAVIS §

**AGREEMENT FOR THE TEMPORARY CLOSURE
OF STATE RIGHT OF WAY**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of Brenham, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "local government."

W I T N E S S E T H

WHEREAS, the State owns and operates a system of highways for public use and benefit, including Alamo Street and Main Street (Business 290) Washington, County; and

WHEREAS, the local government has requested the temporary closure of Alamo Street and Main Street (Business 290) for the purpose of 2022 Christmas Stroll & Lighted Parade, from 2:00 pm to 10:00 pm on December 3, 2022 described in the attached "Exhibit A," hereinafter identified as the "Event;" and

WHEREAS, the Event will be located within the local government's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

WHEREAS, on the 3rd day of November, 2022, the Brenham City Council passed Resolution / Ordinance No. , attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved shall be attached hereto along with a location map and identified as "Exhibit C."

Article 3. OPERATIONS OF THE EVENT

A. The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

B. The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

C. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage

allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period

that the local government and/or its contractors are encroaching upon the State right of way.
B. In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

Article 11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	State:
Milton Y. Tate, Jr., Mayor	Texas Department of Transportation
City of Brenham	
P.O. Box 1059	
Brenham, Texas 77834-1059	

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

Each party is signing this agreement on the date stated beside that party's signature.

THE CITY OF BRENHAM

Executed on behalf of the local government by:

By _____ Date _____
City Official

Typed or Printed Name and Title Milton Y. Tate, Jr.
Mayor

Alamo and Main Streets (Business 290)

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
District Engineer

Exhibit A

The annual Christmas Stroll & Lighted Parade is hosted by the City of Brenham and happens the first Saturday of December - December 3, 2022. Main and Alamo Streets (Business 290) will feature a lighted parade beginning at 6:00 pm. Parade entries will include vehicles, semi-trucks, floats, tractors, and animals such as horses and dogs.

Exhibit B

Exhibit C

This request is for the closure of Alamo Street from Austin Street to Ross Street and Main Street from Austin Street to Chappell Hill Street Brenham, Texas (Washington County) as follows on Saturday, December 3, 2022.

2:00 pm-4:00 pm: close Main Street and Alamo Street (Business 290) between Market Street and Austin Street, allowing street parked vehicles time to clear the parade route. Attached is a map showing street closures and detour routes for thru traffic labeled Christmas Parade Detour Map - 2:00 pm-4:00 pm.

4:00 pm-10:00 pm: full parade street closures, including the parade route and staging and unloading areas. Attached is a map showing street closures and detour routes for thru traffic labeled Christmas Parade Detour Map - 4:00 pm-10:00 pm.

Streets will be barricaded with traffic control devices and staffed with personnel from the Brenham Police Department and Citizens on Patrol.

Electronic message boards will be placed at Hwy 105 near K&H Toilets detouring thru traffic to Academy Street and Alamo at High Street detouring thru traffic from Burleson to MLK.

The proposed activity that requires these street closures is the 2022 Christmas Stroll & Lighted Parade. The estimated attendance for the event is approximately 4,000 people.

No planned physical modifications of any manmade or natural features in or adjacent to the right of way.

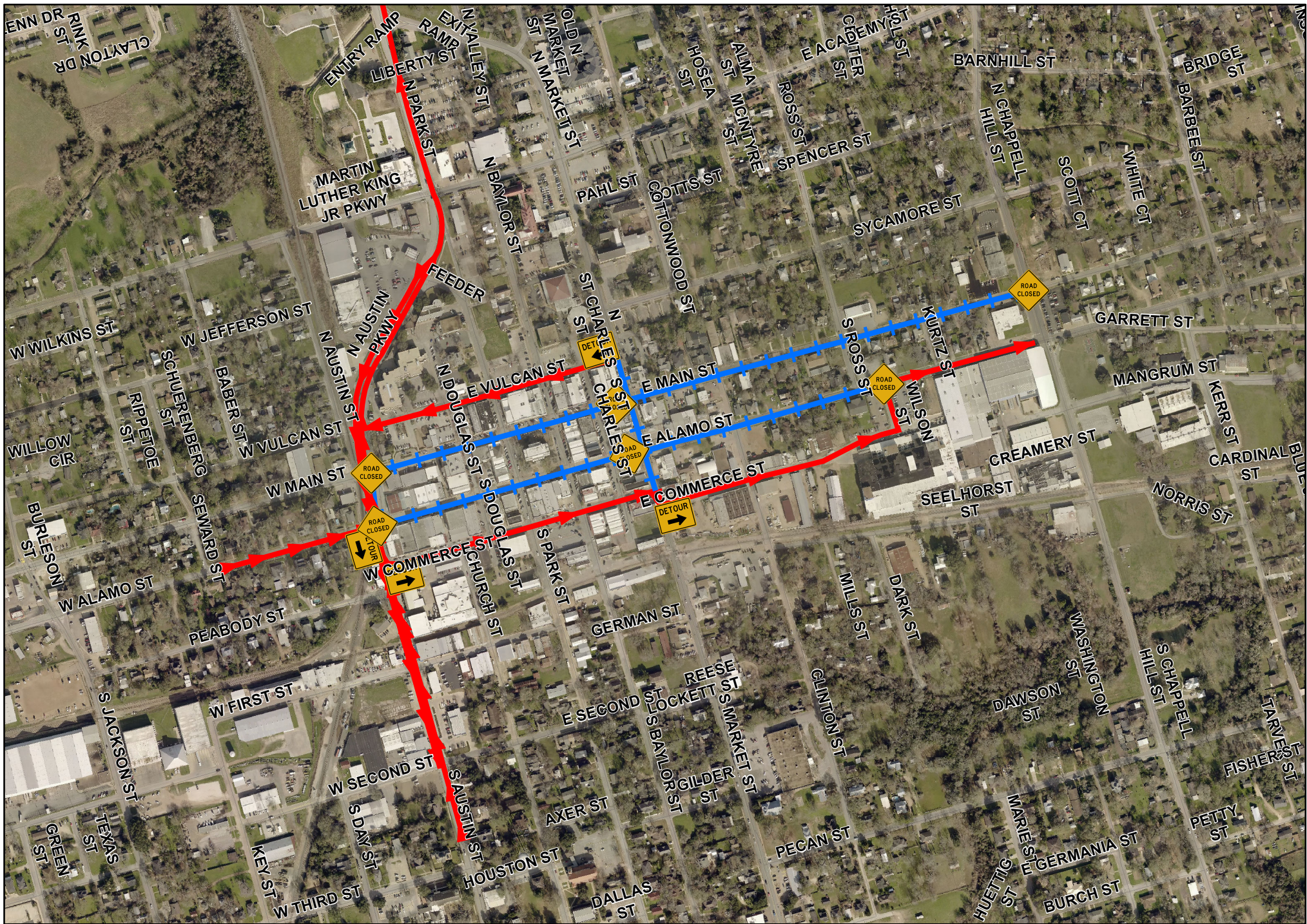


1 inch = 171 feet



Christmas Parade Detour Map - 2:00 pm-4:00 pm





Christmas Parade Detour Map - 4:00 pm - 10:00 pm

1 inch = 561 feet





Regular City Council
AGENDA ITEM 7.

Agenda Item: Discuss and Possibly Act Upon Change Order No. 2 and Final Payment to Clark Construction of Texas, Inc. Related to the 2022 City Street Onyx Resurfacing Project and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-November 03, 2022

Department: Public Works

Staff Contact: Dane Rau

SUMMARY STATEMENT:

On July 7, 2022, Council approved the Onyx Sealant Work along with a deductive Change Order #1 to Clark Construction with the total project cost at \$230,263.00.

The work was completed in late September and looks really good. The streets that were part of this project were Spinn St, Tison St, LJ St, Hillside Dr, Clearspring Dr, and Robinhood. There was a projected 33,700 square yards of street surface in which Onyx sealant was applied.

By conducting this work, it will protect these sections of roadways for many years and give it the black asphalt look again. This is considered the medium level of protection after crack sealing that was recommended in the 2020 Street Inventory.

All documents have been received and a walk through was completed. With all quantities computed, there was a slight difference in square footage than originally projected with a total square footage of 33,852. Therefore, it resulted in Change Order #2 which was valued at \$606.48 for the additional 152 square yards. Staff reviewed this and verified that additional roadway along S. Hillside was completed and agrees to the Change Order request.

We ask that Council approve Change Order #2 and Final Payment to Clark Construction of Texas Inc, in the amount of \$230,869.48. The residents along these streets were very pleased with the outcome of this project and the contractor did an excellent job communicating with our staff along with the residents.

ATTACHMENTS:

(1) Application for Final Payment to Clark Construction of Texas, Inc.

RECOMMENDED ACTION:

Approve Change Order #2 and Final Payment in the amount of \$230,869.48 to Clark Construction of Texas, Inc. related to 2022 City Street Onyx Resurfacing Project and authorize the Mayor to execute any necessary documentation.



Strand Associates, Inc.®
1906 Niebuhr Street
Brenham, TX 77833
(P) 979.836.7937
www.strand.com

October 6, 2022

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

Re: 2022 City Street Onyx Resurfacing
Project No. 2022-02
City of Brenham, Texas

Dear Dane,

In accordance with Article 15.03 of the General Conditions, the above-referenced project was inspected on October 6, 2022.

Based on this inspection, we have included in this preliminary certificate a date of October 6, 2022, for Substantial Completion of the project.

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

In accordance with Article 15.03 of the General Conditions, at the time of delivery of the Preliminary Certificate of Substantial Completion, ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to the division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance, and warranties. It is our recommendation that all the requirements of the Contract Documents be followed as to division of responsibilities between OWNER and CONTRACTOR, and it is not our intent to change any of these requirements through the following recommendations.

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

As specified in Article 6.03 of the General Conditions and Supplemental General Conditions, CONTRACTOR shall continue to provide Contractor's Liability Insurance for the complete project until final payment is made and during correction period when CONTRACTOR is completing its Contract obligations and include completed operations coverage for a period of three years after final payment.

As specified in Article 6.05 of the General Conditions and Supplementary Conditions, CONTRACTOR shall continue to provide property insurance for the complete project until final payment is made.

Concerning the property insurance for those areas included in partial utilization, CONTRACTOR shall provide written acknowledgement that partial utilization will take place and insurance coverage remains in effect.

TBPE No. F-8405
TBPLS No. 10030000

3900.262JDE:cdj\\R:\BRE\Documents\Specifications\Archive\2022\Brenham, City of\3900.262.2022-02.JDE(16) Specification Letters(f) Preliminary Certificate of Substantial Completion\10062022.docx

Mr. Dane Rau, Public Works Director
City of Brenham
Page 2
October 6, 2022

Concerning site security, we recommend that OWNER be responsible for overall security of the site. OWNER shall allow CONTRACTOR reasonable access to complete work.

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

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

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

Please call 979-836-7937 should you have any questions.

Sincerely,

STRAND ASSOCIATES, INC.®



Jared D. Engelke, P.E.

Enclosure

c/enc: Chad Clark, President, Clark Construction of Texas, Inc.
Matt Yentz, Strand Associates, Inc.®



List of Items to be Completed or Corrected
2022 City Street Onyx Resurfacing
Project No. 2022-02
City of Brenham, Texas

Original List Date: October 6, 2022 Updated List Date: _____

A. General

1. Provide the Consent of Surety.

c: Matt Yentz, Strand Associates, Inc.®

APPLICATION FOR PAYMENT NO. 1 (FINAL)

TO OWNER: CITY OF BRENHAM, 200 WEST VULCAN, BRENHAM, TEXAS 77833

FROM CONTRACTOR: CLARK CONSTRUCTION OF TEXAS, INC.

PROJECT: 2022 CITY STREET ONYX RESURFACING

STRAND PROJECT NO. 3900.262

CONTRACT AWARDED: June 12, 2022
 PERIOD FROM: September 1, 2022
 CONST. TIME ALLOTTED: 60

NOTICE TO PROCEED: August 29, 2022
 PERIOD TO: September 30, 2022
 TIME USED: 33

ITEM	BASE BID	CONTRACT QUANTITY	UNIT	PREVIOUS PERIOD	CURRENT PERIOD	TOTAL	UNIT PRICE	TOTAL VALUE OF WORK COMPLETED
1	Mobilization (Not to Exceed 10% of Total Bid).	LS	1	0	1	1	\$ 25,000.00	\$ 25,000.00
2	Traffic Control and Barricading.	LS	1	0	1	1	\$ 3,500.00	\$ 3,500.00
3	Stormwater Pollution Prevention Plan (SWPPP).	LS.	1	0	1	1	\$ 7,500.00	\$ 7,500.00
4	ONYX Frictional Mastic Surface Treatment (0.30 Gallons per Square Yard Minimum) (Texas Department of Transportation [TxDOT] Item 3028).	SY	33,700	0	33,852	33,852	\$ 3.99	\$ 135,069.48
5	Asphalt Pavement Spot Repairs, 6-Inch Compacted Depth, Type B as Directed by Engineer (13 Locations Estimated) (Includes Excavation and Haul-off).	SY	200	0	200	200	\$ 299.00	\$ 59,800.00

Original Contract: \$ 305,809.00
 Plus Additions: \$ 606.48
 Less Deductions: \$ 75,546.00
 Adjusted Contract: \$ 230,869.48

Value of Work Performed to Date \$ 230,869.48
 Plus Materials Stored at Close of Period \$ -
 Net Amt Earned to Date \$ 230,869.48
 Less 10% Retainage \$ -
 Subtotal \$ 230,869.48
 Less Previous Pay Applications \$ -
 Amount \$ 230,869.48

AFFIDAVIT & CERTIFICATION OF PAY APPLICATION BY CONTRACTOR

STATE OF TEXAS
 COUNTY OF WASHINGTON

WHEREAS, the undersigned, Chad Clark, who being duly sworn, on oath, says that he is the legal representative of Clark Construction of Texas, Inc., has been employed by City of Brenham to furnish labor and materials for the installation of the Blue Bell Aquatic Center Additional Parking Project in Brenham, Texas.

2022 CITY STREET ONYX RESURFACING PROJECT

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

BY: Chad Clark CLARK CONSTRUCTION OF TEXAS, INC.

DATE: 10/14/2022

PRINTED NAME: Chad Clark

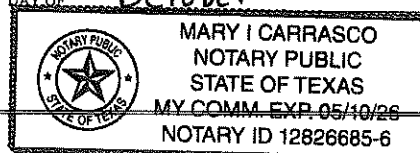
TITLE: Vice President

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE

14

DAY OF October, 2022

NOTARY PUBLIC IN AND FOR
 THE STATE OF TEXAS.



RECOMMENDED BY:

DATE: 10.17.2022

STRAND ASSOCIATES, INC.®

APPROVED BY:

DATE:

CITY OF BRENHAM, TEXAS



Strand Associates, Inc.[®]
1906 Niebuhr Street
Brenham, TX 77833
(P) 979.836.7937
www.strand.com

October 11, 2022

CHANGE ORDER NO. 2

PROJECT: 2022 City Street Onyx Resurfacing
OWNER: City of Brenham, Texas
CONTRACT: 2022-02
CONTRACTOR: Clark Construction of Texas, Inc.

Description of Change

2a	Decrease the quantity of Bid Item No. 4 from 33,700 square yards (sy) to 33,852 sy (Unit Price: \$3.99 per sy).	ADD	\$606.48
TOTAL VALUE OF THIS CHANGE ORDER:		ADD	\$606.48

Contract Price Adjustment

Original Contract Price	\$305,809.00
Previous Change Order Adjustments	(\$75,546.00)
Adjustment in Contract Price this Change Order	606.48
Current Contract Price including this Change Order	\$230,869.48

Contract Substantial and Final Completion Date Adjustment

Original Contract Final Completion Date	October 28, 2022
Contract Final Completion Date Adjustments due to previous Change Orders	0 Days
Contract Final Completion Date Adjustments due to this Change Order	0 Days
Current Final Contract Completion Dates including all Change Orders	October 28, 2022

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

RECOMMENDED

 ENGINEER—Strand Associates, Inc. [®]	<u>10.11.2022</u> Date
--	---------------------------

 APPROVED CONTRACTOR—Clark Construction of Texas, Inc.	<u>10/11/2022</u> Date
---	---------------------------

APPROVED OWNER—City of Brenham, Texas	 Date
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CITY OF BRENHAM
STANDARD SPECIFICATION

CERTIFICATE
OF FINAL COMPLETION

Document 00641

CERTIFICATE OF FINAL COMPLETION

CERTIFICATE OF FINAL COMPLETION OF: 2022 City Street Onyx Resurfacing

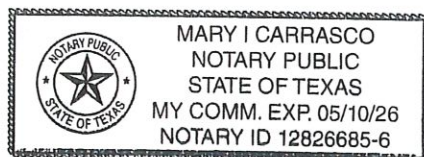
Project No.: 2022-02

Contract Dated: [Contract Date] July 18, 2022

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Chad Clark who, being by me duly sworn, on his oath says that he or she represents Clark Construction of Texas, Inc., the Contractor who has performed a contract with the City of Brenham for the construction of the Work described above, and is duly authorized to make this affidavit; that he or she has personally examined the Work described above as required by the Contract documents; that said Work and all items thereof have been completed and all known defects made good; that all surplus material, refuse, dirt and rubbish have been cleaned up and removed or disposed of; that all parts of Work are in a neat, tidy, finished condition and ready in all respects for acceptance by the City; that all gravel or shell roadway surfaces removed during the course of the Work have been replaced in accordance with the Specifications, that rates of pay for all labor employed on said Work have not been below the minimum set out in "Labor Classification and Minimum Wage Scale" in the Contract Documents and that within the knowledge of affiant all just bills for labor and material and for the rental or use of any equipment or apparatus used in, on, or in connection with the Work have been paid in full by the Contractor.

[Signature]
Affiant's Signature

SWORN AND SUBSCRIBED before me on October 18, 2022
Date



[Signature]
Notary Public in and for the State of TEXAS

Mary Carrasco
Print or type name

My Commission Expires: May 10, 2026
Expiration Date

THIS IS TO CERTIFY that I have observed the Work performed by the above named Contractor on the above described Contract and find all things in accordance with the Contract Documents governing this Work to the best of my knowledge and belief.

Resident Project Representative

[Project Manager or Construction Manager]

Approved:

[Title of Approval Authority], [Contracting Department]

END OF DOCUMENT

00641-1
04-01-2017

**CITY OF BRENHAM
STANDARD SPECIFICATION**

**CERTIFICATION OF PAYMENT
TO SUBCONTRACTORS AND SUPPLIERS**

Document 00642

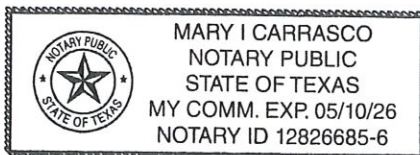
**CERTIFICATION OF PAYMENT
TO SUBCONTRACTORS AND SUPPLIERS**

The undersigned, Chad Clark, states that he is the Vice President,
of Clark Construction of Texas, Inc.
Affiant Contractor

and that he is duly authorized to execute this Certification of Payment to Subcontractors and Suppliers; that Contractor has made payments to Subcontractors and Suppliers for all labor, materials, equipment, and services furnished to date for Work on Project No. 2022-02 in the amounts for which Contractor has been paid; that the labor, materials, equipment, and services covered by this Certificate of Payment have been furnished in accordance with and all in compliance with the Contract Documents; that no sums have been withheld by Contractor for Subcontractors and Suppliers as a result of any allegations of deficiencies in the Work; and that such payments were made in accordance with the Contract Documents and with the laws of the State of Texas.

[Signature]
Affiant's Signature

SWORN AND SUBSCRIBED before me on October 18, 2022.
Date



[Signature]
Notary Public in and for the State of TEXAS

Mary Carrasco
Print or type name

My Commission Expires: May 10, 2026
Expiration Date

END OF DOCUMENT

**CONSENT OF SURETY
TO FINAL PAYMENT**

AIA Document G707

(Instructions on reverse side)

Bond No. K41573715

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☐
OTHER	☐

TO OWNER:

(Name and address)

City of Brenham
200 West Vulcan Street
Brenham, TX 77833

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: Construction

PROJECT:

(Name and address)

2022 City Street Onyx Resurfacing, Pecan Street, Atlow Drive, Spinn Street, Tison Street,
Hillside Drive, Robinhood Road, Clear Spring Drive (two locations), and LJ Street,
Project Bid No: 2022-02

CONTRACT DATED: July 18, 2022

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

Federal Insurance Company
202B Hall's Mill Road
Whitehouse Station, NJ 08889

, SURETY,

on bond of

(Insert name and address of Contractor)

Clark Construction of Texas, Inc.
5140 Gibbs Sprawl Road
San Antonio, TX 78219

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of
any of its obligations to

(Insert name and address of Owner)

City of Brenham
200 West Vulcan Street
Brenham, TX 77833

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: October 20, 2022.

(Insert in writing the month followed by the numeric date and year.)

Attest:

(Seal): Richard Covington, Attorney-in-Fact

Federal Insurance Company

(Signature)

(Signature of authorized representative)

Heather Noles, Attorney-in-Fact

(Printed name and title)



CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint **Joseph R. Aulbert, Marc W. Boots, Richard Covington, Ashley Koletar, Vickie Lacy, Heather Noles, Ryan Varela** and **Maria D. Zuniga** of Houston, Texas; **Susan Golla** of San Antonio, Texas -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 14th day of **October, 2022**.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this 14th day of **October, 2022** before me, a Notary Public of New Jersey, personally came **Dawn M. Chloros** and **Stephen M. Haney**, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said **Dawn M. Chloros** and **Stephen M. Haney**, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316885
Commission Expires July 16, 2024

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, **Dawn M. Chloros**, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 20th day of October, 2022.



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



Regular City Council
AGENDA ITEM 8.

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-22-035 Approving an Advance Funding Agreement with TxDOT for Bridge Replacement or Rehabilitation Off the State System for Bridge Located at Hog Branch Creek and Pecan Street and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-November 03, 2022

Department: Public Works

Staff Contact: Dane Rau

SUMMARY STATEMENT:

On September 1, 2022, City Council approved a resolution supporting the partnership with TXDOT related to federal funding through the Highway Bridge Project for Off-System Bridges. The project is in relation to the crossing on Pecan St at the Hog Branch tributary. In the initial resolution, the City committed to a 10% match of the construction which was valued at \$49,000. The total project cost is estimated at \$490,000 which 90% will be funded by TXDOT.

Now that the partnership has been agreed upon, we now are required to enter into an agreement with TXDOT. This is the same project and amount of match as we are now formalizing the TXDOT agreement with an AFA (Advance Funding Agreement). Total commitment is still \$49,000.

The project will bid in the Fall of 2024, and we will use funds from the Drainage Fund to cover our match.

We respectfully ask Council to approve the Advance Funding Agreement and Resolution so that we can formally enter into an agreement with TXDOT to make this infrastructure project happen for the betterment of our community.

ATTACHMENTS:

- (1) Resolution No. R-22-035
- (2) Advance Funding Agreement

RECOMMENDED ACTION:

Approve Resolution No. R-22-035 for an Advance Funding Agreement with TxDOT pertaining to a bridge located at Hog Branch Creek and Pecan Street and authorize the Mayor to execute any necessary documentation.

RESOLUTION NO. R-22-035

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS (“CITY”) PROVIDING FOR THE APPROVAL OF AN ADVANCED FUNDING AGREEMENT BETWEEN THE CITY AND THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION, FOR BRIDGE REPLACEMENT OR REHABILITATION OFF THE STATE SYSTEM

WHEREAS, Title 23 United States Code Section 144 authorizes federal funds to assist the states in the replacement or rehabilitation of deficient bridges located on public highways, roads and streets, including those under the jurisdiction of local governments; and

WHEREAS, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall plan and make policies for the construction of a comprehensive system of state highways and public roads in cooperation with local governments; and

WHEREAS, the City of Brenham owns one or more bridges on a public road or street and these bridges are included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP); and

WHEREAS, the Texas Transportation Commission passed Minute Order Number 116073, dated August 31, 2021 authorizing the State to undertake and complete the replacement or rehabilitation of the bridge located at Pecan Street over Hog Branch in Brenham, Texas;

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

That the Advanced Funding Agreement between the City of Brenham and the State of Texas for the replacement or rehabilitation of the bridge located at Pecan Street over Hog Branch in Brenham, Texas as part of the off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP), attached hereto as Exhibit “A” and incorporated herein for all purposes pertinent, is hereby approved. Further, the Mayor is hereby authorized to execute said Agreement and any other necessary documentation on behalf of the City of Brenham and to transmit the same to the State of Texas for appropriate action.

PASSED and **APPROVED** on this the 3rd day of November 2022.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For Bridge Replacement or Rehabilitation
Off the State System**

THIS Advance Funding Agreement (the Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the “State”, and the City of Brenham, acting by and through its duly authorized officials, called the “Local Government.”

WITNESSETH

WHEREAS, Title 23 United States Code Section 144 authorizes federal funds to assist the states in the replacement or rehabilitation of deficient bridges located on public highways, roads, and streets, including those under the jurisdiction of local governments; and

WHEREAS, the Texas Transportation Code Sections 201.103 and 222.052 establish that the State shall plan and make policies for the construction of a comprehensive system of state highways and public roads in cooperation with local governments; and

WHEREAS, the Local Government owns one or more bridges on a public road or street located at PECAN ST OVER HOG BRANCH, and these bridges are included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) as authorized by Texas Transportation Commission Minute Order Number 116073, dated August 31, 2021; and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance, which is attached to and made a part of this agreement as Attachment D for the development of the specific programmed replacement or rehabilitation project, called the “Project”. The Project is identified in the location map shown as Attachment A, which is attached to and made a part of this agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth, it is agreed as follows:

AGREEMENT

1. Period of this Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.

2. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A.** The Agreement is terminated in writing with the mutual consent of the parties;
- B.** The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C.** The Local Government elects not to develop the project and the project does not proceed, in which case the Local Government agrees to reimburse the State for one-hundred percent (100%) of its reasonable actual direct and indirect costs incurred for the project; or
- D.** The project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may at its discretion terminate the agreement.

3. Amendments

Amendments to this Agreement may be made due to changes in the character of the work, the terms of the Agreement, or the responsibilities of the parties.

Amendments shall be enacted through a mutually agreed upon written amendment executed by all parties to this Agreement.

4. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

5. Scope of Work

The scope of work for this Agreement is the replacement or rehabilitation of the bridges identified in the recitals of this Agreement. This replacement or rehabilitation shall be accomplished in the manner described in the plans, specifications, and estimates developed in accordance with this Agreement and which are incorporated in this agreement by reference.

6. Right of Way and Real Property

- A.** The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way.
- B.** The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the sites of these bridges and adjacent right of way or relocation right of way to perform surveys, inspections, construction, and other activities necessary to replace or rehabilitate these bridges and approaches.

7. Adjustment of Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. Environmental Assessment and Mitigation

Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A.** The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
- B.** Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment C, Estimate of Direct Costs.
- C.** The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment.
- D.** The State will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

9. Compliance with Texas Accessibility Standards and ADA

All parties to this Agreement shall ensure that the plans for and the construction of the Project subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS

establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

The State is responsible for performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by state and federal law. The Local Government review shall not unduly delay the development of the Project.

11. Construction Responsibilities

- A.** The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B.** Upon completion of the Project, the State will issue a "Notification of Completion" acknowledging the Project's construction completion.

12. Project Maintenance

After the Project has been completed, the Local Government shall accept full ownership, and operate and maintain the facilities authorized by this Agreement for the benefit of and at no charge of toll to the public. This covenant shall survive the completion of construction under this Agreement.

13. Local Project Sources and Uses of Funds

- A.** A Project Cost Estimate is provided in Attachment C, Estimate of Direct Costs.
- B.** Attachment C provides a source of funds estimate as well as the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.
- C.** The required Local Government participation is based solely upon the State's estimate of the eligible work at the time this Agreement is executed and will not be adjusted during construction except as needed to include any Project cost item or portion of a cost item ineligible for state or federal participation. In addition to its share of estimated direct engineering and construction costs, the Local Government is responsible for the direct cost of any project cost item or portion of a cost item that is not eligible for federal participation under the federal HBRP. The Local Government is also responsible for any cost

resulting from changes made at the request of the Local Government. The State and the Federal Government will not reimburse the Local Government for any work performed before federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information.

- D.** If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- E.** After execution of this Agreement, but thirty (30) days prior to the performance of any work by the State, the Local Government shall remit to the State the amount specified in Attachment C for the Local Government's contribution for preliminary engineering. The Local Government will pay, at a minimum, its funding share for this estimated cost of preliminary engineering.
- F.** Forty-five (45) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs and any other costs owed.
- G.** If, at the completion or termination of the Project, the State determines that additional funding is required by the Local Government, the State shall notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- H.** Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation". The check or warrant shall be deposited by the State and managed by the State. The funds may only be applied to the State Project.
- I.** Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.
- J.** The State will not pay interest on any funds provided by the Local Government.
- K.** The Local Government funding participation responsibilities include Project direct costs only, except when the Project is terminated before completion at

the request of the Local Government as addressed in the Termination provision of this Agreement.

- L.** The amounts shown on Attachment C are estimates only. If actual costs exceed the estimates, this shall be considered a fixed price agreement, and no additional funding shall be required of the Local Government except to the extent that the additional costs result from changes made at the request of the Local Government or to the extent that the additional costs are not eligible for federal participation under the federal HBRRP. If actual costs are less than the estimates, Local Government participation shall be recalculated based on actual costs. If the recalculation results in a reduction in participation by the Local Government, the State shall pay the difference to the Local Government upon completion of the Project.
- M.** Under the provisions of Texas Transportation Code Section 222.053 certain counties qualify as Economically Disadvantaged Counties (EDC) in comparison to other counties in the state as below average per capita property value, below average per capita income, and above average unemployment, for certain years. If applicable, in consideration of such EDC status that may be applicable for the Project, the required local match fund participation has been adjusted to N/A percent ()
- N.** The State will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- O.** The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- P.** The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

14. Performance by Local Government of Equivalent-Match Projects (EMP) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWP)

- A.** Applicability. If a request for waiver has been received and approved by the State's District Engineer, then the required ten percent matching fund participation or percent as adjusted for EDC consideration, as shown in Attachment C, Estimate of Direct Costs, but excluding ineligible costs under the bridge program, is waived. This waiver is based on the commitment of the Local Government to spend an equivalent amount of funds for structural or safety improvement on "other" bridge structures and other conditions as specified in 43 TAC Section 15.55(d). If a waiver has been granted, the Project shall be defined to be a PWP and the work on the "other" bridge structures that will be improved by the Local Government shall be defined to be the EMPs. Attachment B to this Agreement shows a list of EMPs under this Agreement.
- B.** Project Cost Estimate for PWP. Attachment C to this Agreement shows the estimated direct preliminary engineering, construction engineering, and construction costs for the PWP in total and local match fund participation being waived or partially waived.
- C.** Credit Against EMP Work. Any local match fund participation that has already been paid, or which the Local Government is agreeable to paying to the State, will be credited against EMP work to be performed by the Local Government. If applicable, this credit will be reflected in Attachment C to this Agreement.
- D.** Responsibilities of the Local Government on EMPs.
 - 1. The Local Government shall be responsible for all engineering and construction, related costs, and compliance with all applicable state and federal environmental regulations and permitting requirements.
 - 2. The structural or safety improvement work on the EMPs shall be performed subsequent to the final execution of this Agreement but within three (3) calendar years after the earliest contract award of the related PWPs.
 - 3. Written documentation, suitable for audit, of the structural or safety improvement work completed on the EMPs shall be kept on file by the Local Government for four (4) years after completion of work or claims, lawsuits, or audits related to those items, whichever is longer. A notice of completion of work on the EMPs shall be delivered to the State's District Engineer no later than thirty (30) calendar days after work is completed on the EMPs.
 - 4. Failure by the Local Government to adequately complete the EMPs within the stated three-year period shall result in the Local Government being excluded from receiving such waivers for a minimum of five (5) years.
- E.** Funding of Ineligible or Additional Work Not Waived. Regardless of any waiver of eligible program costs, the Local Government shall pay the State one-hundred percent (100%) of the cost of any PWP item or portion of a cost item that is not eligible for federal or state participation, and one-hundred percent (100%) of the costs resulting from additional work on the PWP performed solely

at the request of the Local Government. If the ineligible or additional work is preliminary engineering, the payment shall be made at least thirty (30) days prior to the beginning of preliminary engineering work on the PWP. If the ineligible or additional work is for construction or construction engineering, the payment shall be made at least forty-five (45) days prior to the date set for receipt of bids for construction of the PWP.

15. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

State: Director, Bridge Division
 Texas Department of Transportation
 125 E. 11th Street
 Austin, Texas 78701

Local Government: The Honorable Milton Y. Tate, Jr.
 City of Brenham Mayor
 200 W. Vulcan, Brenham,
 TX 77833

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

16. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

17. Responsibilities of the Parties

The parties to this Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

18. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this

Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

19. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

20. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this Agreement.

21. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

22. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

23. Inspection of Books and Records

The parties to the Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA) and the U.S. Office of the Inspector General, or their duly authorized representatives, for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, the FHWA, and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

24. Civil Rights Compliance

- A.** Compliance with Regulations: The Local Government will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.
- B.** Nondiscrimination: The Local Government, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C.** Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D.** Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- E.** Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - 1. withholding of payments to the Local Government under the contract until the Local Government complies and/or
 - 2. cancelling, terminating, or suspending of the contract, in whole or in part.
- F.** Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for

noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

25. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-*

assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

26. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

27. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A.** No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B.** If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C.** The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required

certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

28. Federal Funding Accountability and Transparency Act Requirements

- A.** Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B.** The Local Government agrees that it shall:
1. Obtain and provide to the State, a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: <https://sam.gov/SAM/pages/public/index.jsf>;
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

29. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement.

30. Local Government Restrictions

In the case that the Local Government has an existing, future, or proposed local ordinance, commissioners court order, rule, policy, or other directive that is more restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible for all increased costs associated with the ordinance, order, policy, directive, or change.

31. Single Audit Report

- A.** The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.
- B.** If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov.
- C.** If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY_____."
- D.** For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Pertinent Non-Discrimination Authorities

During the performance of this contract, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A.** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B.** The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- C.** Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D.** Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E.** The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F.** Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G.** The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age

Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).

- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

33. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Milton Y. Tate, Jr.

Typed or Printed Name

CITY OF BRENHAM, MAYOR

Title

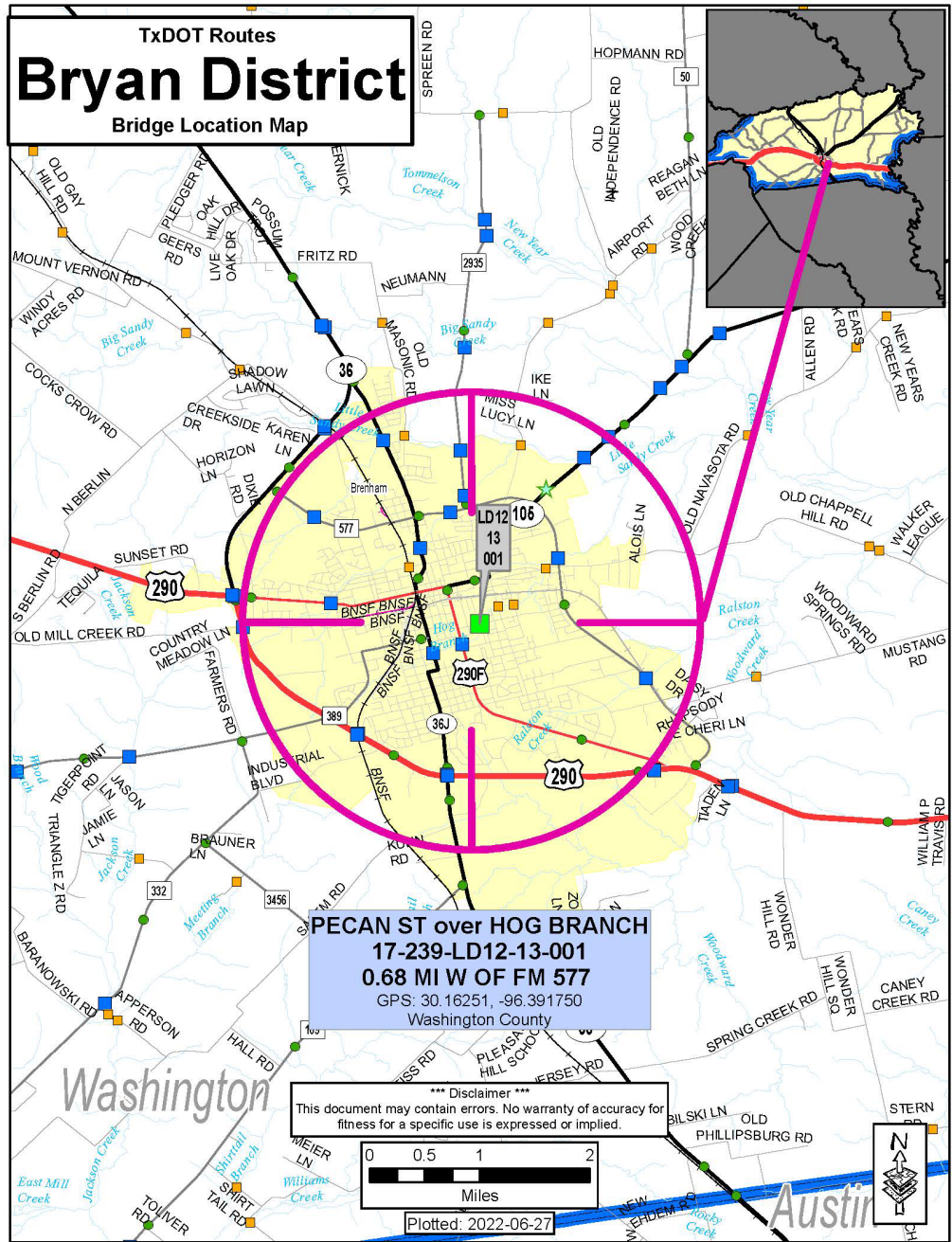
Date

THE STATE OF TEXAS

Graham Bettis, P.E.
Bridge Division Director
Texas Department of Transportation

Date

**ATTACHMENT A
PROJECT LOCATION MAP**



ATTACHMENT B **
LIST OF DISTRICT ENGINEER APPROVED
EQUIVALENT-MATCH PROJECTS

Location (and structure identification number, if applicable)	On School Bus Route? (Yes/No)	Historic Bridge? (Yes/No)	Description of Structural or Safety Improvement Work	Estimated Cost
Total				
EMP work credited to this PWP*				
Balance of EMP work available to associated PWPs				
Associated PWPs CSJs		Amount to be Credited to Associated PWPs		

*This total should typically equal the “Balance of Local Government Participation” that is waived as shown in Attachment D.

**This attachment not applicable for non-PWPs.

ATTACHMENT C **ESTIMATE OF DIRECT COSTS**

	<u>Estimated Cost</u>	<u>Local Government Participation</u>
Preliminary Engineering (PE)	<u>(1) \$70,000.00</u>	
Ten Percent (10%) or EDC Adjusted Percent of PE for Local Government Participation		<u>(3) \$7,000.00</u>
Construction	<u>\$350,000.00</u>	
Engineering and Contingency (E&C)	<u>\$70,000.00</u>	
The Sum of Construction and E&C	<u>(2) \$420,000.00</u>	
Ten Percent (10%) or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation		<u>(4) \$42,000.00</u>
Amount of Advance Funds Paid by Local Government *		<u>(5) \$0.00</u>
Amount of Advance Funds to be Paid by Local Government *		<u>(6) \$49,000.00</u>
Balance of Local Government Participation which is to be Waived where the Project is a PWP		<u>(3+4-5-6) \$0.00</u>
Total Project Direct Cost	<u>(1+2) \$490,000.00</u>	

*Credited Against Local Government Participation Amount

If this Project is to be a PWP, Amount of EMP Work Being Credited to this PWP as Shown
on Attachment B. N/A

ATTACHMENT D RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT

RESOLUTION NO. R-22-027

The State of Texas
City of Brenham

WHEREAS, the federal off-system bridge program is administered by the Texas Department of Transportation (the State) to replace or rehabilitate structurally deficient and functionally obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state highway system; and

WHEREAS, Brenham (City), hereinafter referred to as the Local Government owns bridges:

- Located at PECAN ST AT HOG BRANCH, National Bridge Inventory (NBI) Structure Number 172390LD1213001, State Control-Section-Job (CSJ) Number 0917-19-056; and

WHEREAS, a project to remedy the bridge is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number 116073, Dated, August 31, 2021; and

WHEREAS, the usual fund participation ratio for projects on such program is 80 percent federal, 10 percent state and 10 percent Local Government, unless reduced by participation in the Economically Disadvantaged County Program; and

WHEREAS, the estimated local match fund participation requirement on the approved federal off-system bridge project is \$49,000; and

WHEREAS, the estimated local match fund participation requirement will be paid by the Local Government; and

THEREFORE, BE IT RESOLVED that the Local Government approves the execution of an Advance Funding Agreement with the State. The Mayor is authorized to execute the agreement on behalf of the Local Government.

Approved this the 1st day of September 2022.



Approved: Milton Y. Tate, Jr.
Milton Y. Tate, Jr.
Mayor



Regular City Council
AGENDA ITEM 9.

Agenda Item: Discuss and Possibly Act Upon RFP No. 22-006 Related to Athletic Park Concessions and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-November 03, 2022

Department: Purchasing

Staff Contact: Kyle Branham

SUMMARY STATEMENT:

In June of 2021 request for proposals were opened for our concessions in our parks. There were two proposals received: (1) Clarita Sweets and More; and (2) Pegasus Concessions.

A 5-member selection committee including Director of Public Works Dane Rau, Parks Superintendent Casey Redman, Maintenance Supervisor Stephen Draehn, Public Utility Project Manager Shawn Bolenbarr, and Purchasing and Fleet Supervisor Kyle Branham reviewed and rated each of the the two proposals. The Committee reviewed each proposal on the following:

- Qualifications (5%)
- Concept (15%)
- Price Structure (25%)
- Experience (45%)
- History (10%)

It was determined that Pegasus Concessions rated the highest in evaluations and would be the best choice for the City of Brenham. While the scoring between them was only separated by 13 points it came down to experience in running the concession stands and the history we have had with Pegasus, that separated the two. Pegasus has held our concession stand agreement for the last seven years. The City and Pegasus Concessions have a great working relationship and have had minimal issues with the services provided. Pegasus has displayed consistency throughout the last 7 years and when operating numerous concession stands on the same night throughout multiple parks that consistency goes along way.

With Council's approval we would like to award RFP No. 22-006 to Pegasus Concessions. If awarded, this contract will take effect on January 1, 2023. This will be a 3 year contract with the option to extended for up to two additional 1-year terms, not to exceed 5 years in total.

ATTACHMENTS:

None

RECOMMENDED ACTION:

Award RFP No. 22-006 related to athletic parks concessions to Pegasus Concessions and authorize the Mayor to execute any necessary documentation.



Regular City Council
AGENDA ITEM 10.

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-22-036 Authorizing the Acceptance of Public Infrastructure Improvements in the Vintage Farms Subdivision, Townhome Phase

Meeting Type: Regular Meeting-November 03, 2022

Department: Development Services

Staff Contact: Stephanie Doland

SUMMARY STATEMENT:

The subject property is an approximate 13.711-acre tract of vacant land generally located southwest of the intersection of State Highway 36 North and Dixie Road and is platted as the Vintage Farms Townhomes Phase. The subject property is developed by Rainer and Son Development Company LLC and more commonly known as Stylecraft. The Vintage Farms subdivision has been under construction since 2017 and the infrastructure for Phases 1, 2, and 3 is complete with home construction remaining. Phase 4 of the subdivision is planned for acceptance by Council as a separate agenda item.

Since construction of the Townhomes civil work began in early 2022, the contractor Collier Construction has completed infrastructure improvements (water, sanitary sewer, streets, sidewalks, and storm drainage). The Townhome Phase consists of 55 lots for single-family home construction, a private alley, and twelve (12) common areas for streetscaping, sidewalks, and community landscaping. Infrastructure related to the private alley, common areas and landscaping shall be maintained in perpetuity by the Homeowners Association. The public infrastructure improvements have been constructed and inspected according to the City of Brenham ordinances and regulations and are ready for acceptance by the City of Brenham. A one-year maintenance period shall begin on October 25, 2022 upon Council's approval of the infrastructure acceptance.

ATTACHMENTS:

- (1) Resolution No. R-22-036
- (2) Acceptance Letter Water and Sanitary VF Townhomes
- (3) Acceptance Letter Streets and Storm VF Townhomes
- (4) VF Townhome Phase Plat
- (5) Maintenance Bond VF Townhomes

RECOMMENDED ACTION:

Approve Resolution No. R-22-036 authorizing the acceptance of public infrastructure improvements in the Vintage Farms Subdivision, Townhome Phase.

RESOLUTION NO. R-22-036

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, AUTHORIZING THE ACCEPTANCE OF CERTAIN PUBLIC INFRASTRUCTURE IMPROVEMENTS IN THE VINTAGE FARMS SUBDIVISION, TOWNHOME PHASE; AND AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTATION.

WHEREAS, the Vintage Farms Subdivision, Townhome Phase, consists of 55 Townhome Lots, a Private Alley, Dedication of a Public Road and twelve (12) Common Areas, being an approximately 13.711-acre subdivision developed by CTX Land Investments LLC and Rainer and Son Development Company LLC; and

WHEREAS, water, sewer, street, drainage improvements, and other public infrastructure improvements were constructed by the developer; and

WHEREAS, these public infrastructure improvements have been inspected by the City and found to be constructed in accordance with the City's Standards and Specifications; and

WHEREAS, the City of Brenham desires to formally accept the water, sewer, street, drainage improvements and other public infrastructure improvements within the Vintage Farms Subdivision, Townhome Phase depicted on Exhibit "A" attached hereto and incorporated herein for all purposes pertinent.

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

The City of Brenham hereby accepts the water, sewer, street, drainage and other public infrastructure improvements in Vintage Farms Subdivision, Townhome Phase, depicted on Exhibit "A" attached hereto and incorporated herein for all purposes pertinent, in the City of Brenham, Texas and authorizes the Mayor to execute any necessary documentation.

RESOLVED this 3rd day of November 2022.

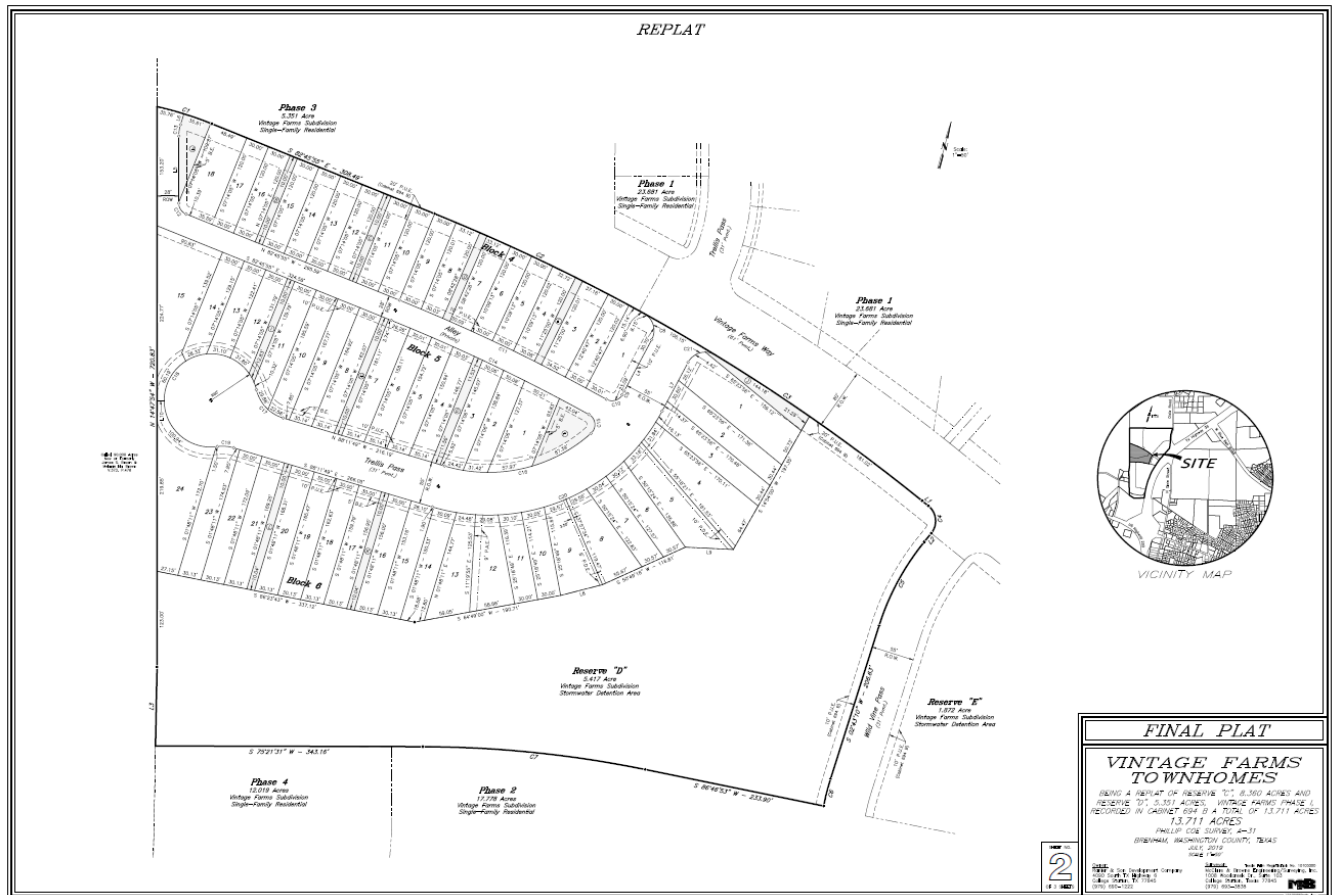
Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

Exhibit "A"

Vintage Farms Townhome Phase





Mayor
Milton Y. Tate, Jr.

Council Members
Clint Kolby, Mayor ProTem
Shannan Canales
Leah Cook
Atwood Kenjura
Adonna Saunders
Albert Wright

City Manager
Carolyn D. Miller

October 27, 2022

Ranier & Son Development Company
4090 State Highway 6 South
College Station, Texas 77845

ATTN: Doug French

Please be advised that the sanitary sewer and domestic water lines in Vintage Farms, Townhome Phase have been accepted by the City of Brenham as shown below:

Sanitary Sewer

Alignment Name	Associated Street	Side of Street (N/S/E/W)	Beginning		Ending		Length (ft.)	Pipe Size (in)	Dollar Value
			Lat.	Long.	Lat.	Long.			
SE-1	Private Alley	N	N 30.175323	W 96.428895	N 30.175158	W 96.427771	360.27	6	\$50,820.55
SE-1	Private Alley	N	N 30.175158	W 96.427771	N 30.175015	W 96.427111	214.92	6	\$30,317.13
SE-2	Trellis Court	N	N 30.174737	W 96.428907	N 30.174666	W 96.427681	388.12	6	\$54,749.14
SE-2	Trellis Court	N	N 30.174666	W 96.427681	N 30.174733	W 96.427369	101.63	6	\$14,336.17
SE-2	Trellis Court	W	N 30.174733	W 96.427369	N 30.175015	W 96.427111	141.76	6	\$19,997.01
SE-2	Trellis Court	W	N 30.175015	W 96.427111	N 30.175335	W 96.427009	110.50	6	\$15,587.40
SE-2	Trellis Court	W	N 30.175335	W 96.427009	N 30.175563	W 96.426937	86.01	8	\$12,132.78

total price	total LF	price/LF
\$150,223.00	1064.94	\$141.06

Domestic Water

Alignment Name	Associated Street	Side of Street (N/S/E/W)	Beginning		Ending		Length (ft.)	Pipe Size (in)	Dollar Value
			Lat.	Long.	Lat.	Long.			
WA-2	Trellis Court	W	30.175636	96.429082	30.174582	96.428896	397.58	6	\$45,282.63
WA-2	Trellis Court	S	30.174582	96.428896	30.174507	96.427542	436.69	6	\$49,737.08
WA-2	Trellis Court	E	30.174507	96.427542	30.175263	96.426835	372.80	6	\$42,460.29

total price	total LF	price/LF
\$137,480.00	1207.07	\$113.90

Date of Acceptance: **October 27, 2022**

The above described improvements were reviewed and inspected by the City of Brenham Public Utilities Department and Engineering Consultant, Strand Associates and are approved for acceptance on October 25, 2022. The one-year warranty period begins on **October 27, 2022** and ends on **October 27, 2023** for the infrastructure listed above.

Sincerely,

Stephanie Doland
Director of Development Services

cc: Josh Fry, P.E.
McClure & Browne Engineering/Surveying



Mayor
Milton Y. Tate, Jr.

Council Members
Clint Kolby, Mayor ProTem
Shannan Canales
Leah Cook
Atwood Kenjura
Adonna Saunders
Albert Wright

City Manager
Carolyn D. Miller

October 27, 2022

Ranier & Son Development Company
4090 State Highway 6 South
College Station, Texas 77845

ATTN: Doug French

RE: ACCEPTANCE OF STREETS AND STORM SEWER LINES Vintage Farms Townhome Phase

Dear Mr. French:

Please be advised that the streets and storm sewer in Vintage Farms Townhome Phase have been accepted by the City of Brenham as shown below:

Streets

Street Name	Orientation	Beginning		Ending		Length (ft.)	Pavement Width (ft)	Pavement Area (SF)	Dollar Value
		Lat.	Long.	Lat.	Long.				
Trellis Court	E, N	N 30.174706	W 96.428738	N 30.175409	W 96.426913	757.71	31	30000.86	\$228,945.90

total price	total sf	price/sf
\$228,945.90	30000.86	\$7.63

Storm

Alignment Name	Associated Street	Side of Street (N/S/E/W)	Beginning		Ending		Length (ft.)	Pipe Size (in)	Dollar Value
			Lat.	Long.	Lat.	Long.			
SD-1	Trellis Court	Across	N 30.174959	W 96.427279	N 30.174913	W 96.427021	83.15	24	\$12,199.75
SD-2	Trellis Court	Across	N 30.174718	W 96.427378	N 30.174662	W 96.427263	41.69	18	\$6,116.75
SD-2	Trellis Court	E	N 30.174662	W 96.427263	N 30.174913	W 96.427021	118.77	24	\$17,425.91
SD-3	Trellis Court	E	N 30.174913	W 96.427021	N 30.174543	W 96.426449	225.42	30	\$33,073.58

total price	total LF	price/LF
\$68,816.00	469.03	\$146.72

Date of Acceptance: **October 27, 2022**

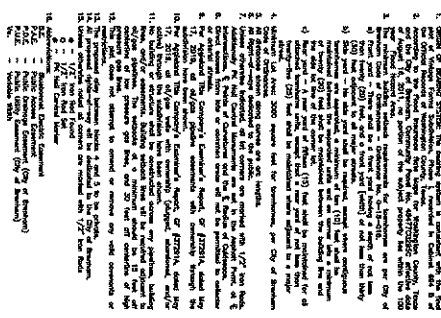
The above described improvements were reviewed and inspected by the City of Brenham Public Works Department and Engineering Consultant, Strand Associates and are approved for acceptance on October 27, 2022. The one-year warranty period begins on **October 27, 2022** and ends on **October 27, 2023** for the infrastructure listed above. The one-year surface correction warranty period begins on that end date and extends the warranty for surface corrections to streets one additional year.

Sincerely,


Stephanie Doland
Director of Development Services

cc: Josh Fry, P.E.
McClure & Browne Engineering/Surveying

82



VINTAGE FARMS
TOWNSHOMES

BEING A RESULT OF RESERVE "C" 8.300 ACRES AND
RESERVE "D" 3.531 ACRES WINDING PAINS PHASE 1,
RECORDED IN CUBBER 694 & A PORTION OF 13.771 ACRES
13.771 ACRES
PHILIP COE SURVEY, A-31
BROWNELL, WASHINGTON COUNTY, TEXAS
S.W. 1/4
S. 24
S. 25
S. 26

Donnell & Son, Real Estate Company
10000 North Loop West, Suite 1000
Dallas, Texas 75243
(214) 343-7222

Donnell & Son, Real Estate Company
10000 North Loop West, Suite 1000
Dallas, Texas 75243
(214) 343-7222

F&B



VINTAGE FARMS
TOWNHOMES

PHILLIP COE SURVEY, A-37
NINHAM, WASHINGTON COUNTY, TEXAS

Resident:
Rumier & Son Development Company
4900 South TX Highway 9
Dallas Station, TX 77045
(979) 660-1222

Subcontract:
"See, then approve" by 10/12/82
MCCURE & BOWEN Engineering/Surveying, Inc.
1005 Woodcock Dr., Suite 105
Dallas Station, Texas 77045
(979) 661-1058

FOR

COUNTY CLERK PUBLIC ACKNOWLEDGEMENT DOCUMENT COUNTY OF WASHINGTON

I, John A. Bingham, Clerk of the County Court of Washington County, Texas, do hereby certify that the within instrument was duly recorded in the County of Washington, Texas, on this 10th day of August, 2018, at 10:00 o'clock AM, and that the same is a true and correct copy of the original as filed with me for record.

WITNESS MY HAND AND SEAL OF OFFICE, at Sherman, Washington County, Texas, on the day first last above written.

CLERK, COUNTY COURT
WASHINGTON COUNTY, TEXAS

Notary Public for the State of Texas, I do hereby certify that the within instrument was duly recorded in the County of Washington, Texas, on this 10th day of August, 2018, at 10:00 o'clock AM, and that the same is a true and correct copy of the original as filed with me for record.

NAME _____
TITLE _____

COUNTY CLERK PUBLIC ACKNOWLEDGEMENT

COUNTY OF TEXAS

I, John A. Bingham, Clerk of the County Court of Washington County, Texas, do hereby certify that the within instrument was duly recorded in the County of Washington, Texas, on this 10th day of August, 2018, at 10:00 o'clock AM, and that the same is a true and correct copy of the original as filed with me for record.

CLERK, COUNTY COURT
WASHINGTON COUNTY, TEXAS

Notary Public for the State of Texas, I do hereby certify that the within instrument was duly recorded in the County of Washington, Texas, on this 10th day of August, 2018, at 10:00 o'clock AM, and that the same is a true and correct copy of the original as filed with me for record.

NAME _____
TITLE _____

LINE TABLE

LINE	BEARING	DISTANCE
1	S 89°43'27" E	10.44'
2	S 89°43'27" E	10.44'
3	S 89°43'27" E	10.44'
4	S 89°43'27" E	10.44'
5	S 89°43'27" E	10.44'
6	S 89°43'27" E	10.44'
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84	S 89°43'27" E	10.44'
85	S 89°43'27" E	10.44'
86	S 89°43'27" E	10.44'
87	S 89°43'27" E	10.44'
88	S 89°43'27" E	10.44'
89	S 89°43'27" E	10.44'
90	S 89°43'27" E	10.44'
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95	S 89°43'27" E	10.44'
96	S 89°43'27" E	10.44'
97	S 89°43'27" E	10.44'
98	S 89°43'27" E	10.44'
99	S 89°43'27" E	10.44'
100	S 89°43'27" E	10.44'

CLERK TABLE

CLERK NAME													
CLERK	NO.	NAME	ADDRESS	CITY	STATE	ZIP	CLERK	NO.	NAME	ADDRESS	CITY	STATE	ZIP
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C53	69824	ROBERT	2400407	7240	TX	75222	C53	69824	ROBERT	2400407	7240	TX	75222
C54	69825	ROBERT	2400407	7240	TX	75222	C54	69825	ROBERT	2400407	7240	TX	75222
C55	69826	ROBERT	2400407	7240	TX	75222	C55	69826	ROBERT	2400407	7240	TX	75222
C56	69827	ROBERT	2400407	7240	TX	75222	C56	69827	ROBERT	2400407	7240	TX	75222
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C62	69833	ROBERT	2400407	7240	TX	75222	C62	69833	ROBERT	2400407	7240	TX	75222
C63	69834	ROBERT	2400407	7240	TX	75222	C63	69834	ROBERT	2400407	7240	TX	75222
C64	69835	ROBERT	2400407	7240	TX	75222	C64	69835	ROBERT	2400407	7240	TX	75222
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C72	69843	ROBERT	2400407	7240	TX	75222	C72	69843	ROBERT	2400407	7240	TX	75222
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C97	69868	ROBERT	2400407	7240	TX	75222	C97	69868	ROBERT	2400407	7240	TX	75222
C98	69869	ROBERT	2400407	7240	TX	75222	C98						

Maintenance Bond

THE STATE OF TEXAS

§

KNOW ALL MEN BY

COUNTY OF Washington

§

§

THESE PRESENTS: Bond No. EACX4021872

THAT Ranier & Son Development Company, LLC, of Brazos County, Texas, hereinafter called Principal, and Endurance Assurance Corporation, a Corporation organized under the laws of the State of DE and authorized to do business in the State of Texas, hereinafter called "Surety," are held and firmly bound unto the City of Brenham, Texas, a Municipal Corporation, in Washington County, Texas, hereinafter called "City," in the penal sum of Eight Thousand Six Hundred Seventy Eight Dollars and Seventy Five Cents (\$ 8,678.75), lawful money of the United States, the said sum being ten percent (10%) of the total amount of the hereinafter mentioned contract, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

THE Condition of this Obligation is such that is that the Principal entered into a certain contract with the Contractor for the construction of certain public infrastructure improvements, and the City (as Obligee), requires a guarantee from the Principal against defective materials and workmanship in connection with that contract and the maintenance and repair of said public infrastructure improvements; and

WHEREAS, the Principal entered into a certain contract with Contractor, dated as of the 22nd day of September, 2022, in the proper performance of which the City of Brenham, Texas, has an interest, a copy of which is hereto attached and made a part hereof, for the construction of:

Vintage Farms Town Homes.

NOW, THEREFORE, if the Principal shall well, truly, and faithfully maintain and keep in good repair the work contracted to be done and performed for a period of one (1) year from the date of acceptance in writing by the City of Brenham and do all necessary work and repair of any defective conditions growing out of or arising from the improper work of the same, including, but not limited to, any settling, breaking, cracking or other defective condition of any of the work or part thereof arising from improper excavation, backfilling, compacting or any other cause or condition, known or unknown, at any time during the period of this bond, which the city engineer, whose judgment shall be final and conclusive, determines to be the result of defective work, materials or labor; then this obligation shall be void, otherwise to remain in full force and effect.

In case the said Principal shall fail to maintain, repair or reconstruct any defective condition of the work as determined herein, it is agreed that the City may do said work and supply such materials as necessary and charge the sum against the said Principal and Surety on this obligation.

It is further agreed that this obligation shall be a continued one against the Principal and Surety and that successive recoveries may be had hereon for successive breaches of the conditions herein provided until the full amount of this bond shall have been exhausted, and it is further understood that the obligation to maintain said work shall continue throughout said maintenance

period, and the same shall not be changed, diminished, or in any manner affected from any cause during said time.

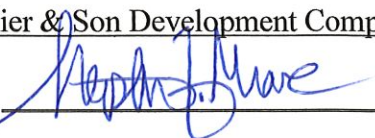
PROVIDED, further, that if any legal action be filed on this bond, venue shall lie in Washington County, Texas.

IN WITNESS WHEREOF, this instrument is executed in triplicate, each one of which shall be deemed an original, this the 2nd day of October, 2022.

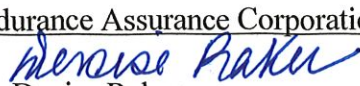
PRINCIPAL

SURETY

Ranier & Son Development Company, LLC

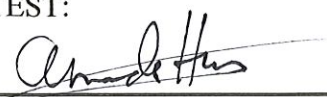
By: 

Endurance Assurance Corporation

By: 
Denise Raker

ATTORNEY-IN-FACT

ATTEST:


SECRETARY

NOTE: POWER OF ATTORNEY OF SURETY MUST BE ATTACHED. DATE OF BOND
MUST NOT BE PRIOR TO DATE OF CONTRACT.

ENDURANCE ASSURANCE CORPORATION

9395

POWER OF ATTORNEY

Know all Men by these Presents, that ENDURANCE ASSURANCE CORPORATION, a Delaware corporation (the "Corporation"), with offices at 4 Manhattanville Road, 3rd Floor, Purchase, NY 10577, has made, constituted and appointed and by these presents, does make, constitute and appoint Christopher Kolkhorst, Denise Raker, Michael Maddux, Sandra Villegas, Henry D. Childers, Dudley C. Ray its true and lawful Attorney(s)-in-fact, in the State of TX and each of them to have full power to act without the other or others, to make, execute and deliver on its behalf, as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Corporation for any portion of the penal sum thereof in excess of the sum of ONE HUNDRED MILLION Dollars (\$100,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Corporation as fully and to the same extent as if signed by the President of the Corporation under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 9th of January, 2014, a copy of which appears below under the heading entitled "Certificate".

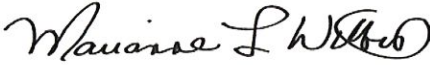
This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that in granting powers of attorney pursuant to certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014, the signature of such directors and officers and the seal of the Corporation may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, the Corporation has caused these presents to be duly signed and its corporate seal to be hereunto affixed and attested this 4th day of OCTOBER of 2019 at Purchase, New York.

(Corporate Seal)

ATTEST



MARIANNE L. WILBERT, SENIOR VICE PRESIDENT

ENDURANCE ASSURANCE CORPORATION

By



SHARON L. SIMS, SENIOR VICE PRESIDENT

STATE OF NEW YORK
COUNTY OF NEW YORK

ss: MANHATTAN

On the 4th day of OCTOBER of 2019 before me personally came SHARON L. SIMS, SENIOR VICE PRESIDENT to me known, who being by me duly sworn, did depose and say that (s)he resides in SCOTCH PLAINS, NEW JERSEY that (s)he is a SENIOR VICE PRESIDENT of ENDURANCE ASSURANCE CORPORATION, the Corporation described in and which executed the above instrument; that (s)he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that (s)he signed his (her) name thereto by like order.

(Notarial Seal)

NO. 6333811
QUALIFIED IN
NEW YORK COUNTY
NEW YORK
STATE OF NEW YORK
COUNTY OF NEW YORK

ss: MANHATTAN



Nicholas James Benenati, Notary Public - My Commission Expires 12/6/2019

CERTIFICATE

I, CHRISTOPHER DONELAN, the PRESIDENT of ENDURANCE ASSURANCE CORPORATION, a Delaware Corporation (the "Corporation"), hereby certify:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of the Corporation and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Corporation any and all bonds, undertakings or obligations in surety or co-surety with others:

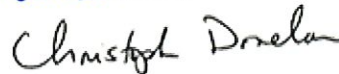
CHRISTOPHER DONELAN, SHARON L. SIMS, MARIANNE L. WILBERT

And be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Corporation."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 2nd day of October, 20 22.



CHRISTOPHER DONELAN, PRESIDENT

Any reproductions are void.

Primary Surety Claims Submission: suretybondclaims@sompo-intl.com

Surety Claims Hotline: 877-676-7575

Mailing Address: Surety Claims Department, Sompo International, 1221 Avenue of the Americas, 18th Floor, New York, NY 10020



Policyholder Notice

TEXAS - IMPORTANT NOTICE

To obtain information or make a complaint:
You may call the company's telephone number for
information or to make a complaint at:

1-877-676-7575

You may write the Company at:

Endurance Assurance Corporation
Attention: Surety
1221 Avenue of the Americas, 18th Floor
New York, NY 10020

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
PO Box 149104
Austin, TX 78714-9104
FAX# (512) 490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES: Should you have a
dispute concerning your premium or about a claim
you should contact the company first. If the dispute
is not resolved, you may contact the Texas
Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice
is for information only and does not become a part
or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una
queja:
Usted puede llamar al numero de telefono de la
compania para informacion o para someter una
queja al:

1-877-676-7575

Usted tambien puede escribir a:

Endurance Assurance Corporation
Attention: Surety
1221 Avenue of the Americas, 18th Floor
New York, NY 10020

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

1-800-252-3439

Puede escribir al

Departamento de Seguros de Texas
PO Box 149104
Austin, TX 78714-9104
FAX# (512) 475-1771

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene
una disputa concerniente a su prima o a un
reclamo, debe comunicarse con la compania
primero. Si no se resuelve la disputa, puede
entonces comunicarse con el departamento (TDI).

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



Regular City Council
AGENDA ITEM 11.

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-22-037 Authorizing the Acceptance of Public Infrastructure Improvements in the Vintage Farms Subdivision, Phase 4

Meeting Type: Regular Meeting-November 03, 2022

Department: Development Services

Staff Contact: Stephanie Doland

SUMMARY STATEMENT:

The subject property is an approximate 12.019-acre tract of vacant land generally located southwest of the intersection of State Highway 36 North and Dixie Road and is platted as Vintage Farms Phase 4. The subject property is developed by Rainer and Son Development Company LLC and more commonly known as Stylecraft. The Vintage Farms subdivision has been under construction since 2017 and the infrastructure for Phases 1, 2 and 3 is complete with home construction remaining. The Townhome Phase of the subdivision is planned for acceptance by Council as a separate agenda item.

Since construction of Phase 4 began in early 2022, the contractor Collier Construction has completed infrastructure improvements (water, sanitary sewer, streets, sidewalks, and storm drainage) related to the fourth phase of the subdivision. Phase 4 consists of 57 lots for single-family home construction, a common area for streetscaping, sidewalks, and community landscaping. Infrastructure related to the common area and landscaping shall be maintained in perpetuity by the Homeowners Association. The public infrastructure improvements have been constructed and inspected according to the City of Brenham ordinances and regulations and are ready for acceptance by the City of Brenham. A one-year maintenance period shall begin on October 25, 2022 upon Council's approval of the infrastructure acceptance.

ATTACHMENTS:

- (1) Resolution No. R-22-037
- (2) VF PH 4 Streets and Storm Acceptance Letters
- (3) VF Phase 4 Water and Wastewater Acceptance Letter
- (4) VF Phase 4 Plat
- (5) VF PH 4 Maintenance Bond

RECOMMENDED ACTION:

Approve Resolution No. R-22-037 authorizing the acceptance of public infrastructure improvements in the Vintage Farms Subdivision, Phase 4.

RESOLUTION NO. R-22-037

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, AUTHORIZING THE ACCEPTANCE OF CERTAIN PUBLIC INFRASTRUCTURE IMPROVEMENTS IN THE VINTAGE FARMS SUBDIVISION, PHASE 4; AND AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTATION.

WHEREAS, the Vintage Farms Subdivision, Phase 4, consists of 57 residential Lots and a 20-foot wide Common Area (for perimeter fencing), being an approximately 12.019 acre subdivision developed by CTX Land Investments LLC and Rainer and Son Development Company LLC; and

WHEREAS, water, sewer, street, drainage improvements, and other public infrastructure improvements were constructed by the developer; and

WHEREAS, these public infrastructure improvements have been inspected by the City and found to be constructed in accordance with the City's Standards and Specifications; and

WHEREAS, the City of Brenham desires to formally accept the water, sewer, street, drainage improvements and other public infrastructure improvements within the Vintage Farms Subdivision, Phase 4 depicted on Exhibit "A" attached hereto and incorporated herein for all purposes pertinent.

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

The City of Brenham hereby accepts the water, sewer, street, drainage and other public infrastructure improvements in Vintage Farms Subdivision, Phase 4, depicted on Exhibit "A" attached hereto and incorporated herein for all purposes pertinent, in the City of Brenham, Texas and authorizes the Mayor to execute any necessary documentation.

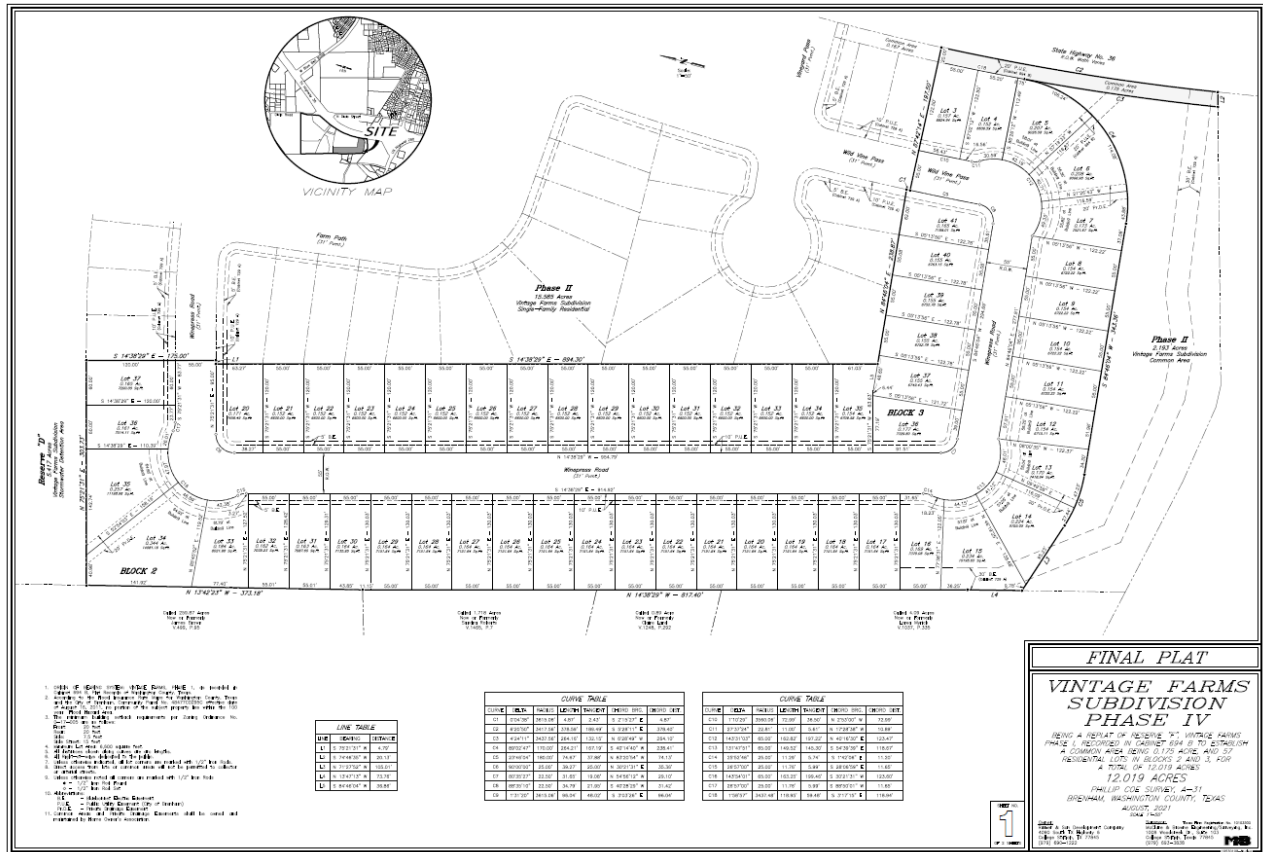
RESOLVED this 3rd day of November 2022.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

Exhibit "A" Vintage Farms Phase 4





Mayor
Milton Y. Tate, Jr.

Council Members
Clint Kolby, Mayor ProTem
Shannan Canales
Leah Cook
Atwood Kenjura
Adonna Saunders
Albert Wright

City Manager
Carolyn D. Miller

October 25, 2022

Ranier & Son Development Company
4090 State Highway 6 South
College Station, Texas 77845

ATTN: Doug French

RE: ACCEPTANCE OF STREETS AND STORM SEWER LINES Vintage Farms, Phase IV

Dear Mr. French:

Please be advised that the streets and storm sewer in Vintage Farms, Phase IV have been accepted by the City of Brenham as shown below:

Streets

Street Name	Orientation	Beginning		Ending		Length (ft.)	Pavement Width (ft)	Pavement Area (SF)	Dollar Value
		Lat.	Long.	Lat.	Long.				
Winepress Road	W, SE, E	N 30.173257	W 96.427610	N 30.170456	W 96.426171	1545.52	31	47911.12	\$428,015.71
Wild Vine Pass	N	N 30.170456	W 96.426171	N 30.170805	W 96.426145	129.17	31	4004.27	\$35,772.29

total price	total sf	price/sf
\$463,788.00	51915.39	\$8.93

Storm

Alignment Name	Associated Street	Side of Street (N/S/E/W)	Beginning		Ending		Length (ft.)	Pipe Size (in)	Dollar Value
			Lat.	Long.	Lat.	Long.			
SD-1	N/A	N/A	N 30.173661	W 96.428445	N 30.173495	W 96.428523	64	24	\$10,966.03
SD-1	Winepress Road	W	N 30.173495	W 96.428523	N 30.173205	W 96.428113	164	24	\$28,100.46
SD-1	Winepress Road	Across	N 30.173205	W 96.428113	N 30.173130	W 96.427947	56	18	\$9,595.28
SD-2	Winepress Road	S	N 30.169938	W 96.427406	N 30.170288	W 96.427321	129	24	\$22,103.41
SD-2	Winepress Road	Across	N 30.170288	W 96.427321	N 30.170429	W 96.427286	50	24	\$8,567.21
SD-3	Winepress Road	Across	N 30.170448	W 96.426385	N 30.170341	W 96.426171	74	18	\$12,679.48
SD-3	Winepress Road	S	N 30.170341	W 96.426171	N 30.169991	W 96.426022	134	24	\$22,960.13

total price	total LF	price/LF
\$114,972.00	671	\$171.34

Date of Acceptance: **October 25, 2022**

The above described improvements were reviewed and inspected by the City of Brenham Public Works Department and Engineering Consultant, Strand Associates and are approved for acceptance on October 25, 2022. The one-year warranty period begins on **October 25, 2022** and ends on **October 25, 2023** for the infrastructure listed above. The one-year surface correction warranty period begins on that end date and extends the warranty for surface corrections to streets one additional year.

Sincerely,



Stephanie Doland
Director of Development Services

cc: Josh Fry, P.E.
McClure & Browne Engineering/Surveying



Mayor
Milton Y. Tate, Jr.

Council Members
Clint Kolby, Mayor ProTem
Shannan Canales
Leah Cook
Atwood Kenjura
Adonna Saunders
Albert Wright

City Manager
Carolyn D. Miller

October 25, 2022

Ranier & Son Development Company
4090 State Highway 6 South
College Station, Texas 77845

ATTN: Doug French

Please be advised that the sanitary sewer and domestic water lines in Vintage Farms, Phase IV have been accepted by the City of Brenham as shown below:

Sanitary Sewer

Alignment Name	Associated Street	Side of Street (N/S/E/W)	Beginning		Ending		Length (ft.)	Pipe Size (in)	Dollar Value
			Lat.	Long.	Lat.	Long.			
SE-1	Winepress Road	N	N 30.173347	W 96.427633	N 30.173291	W 96.427993	115.64	6	\$15,294.28
SE-1	Winepress Road	Across	N 30.173291	W 96.427993	N 30.172955	W 96.428126	129.16	6	\$17,082.41
SE-1	Winepress Road	W	N 30.172955	W 96.428126	N 30.171774	W 96.427821	440.07	6	\$58,202.65
SE-1	Winepress Road	W	N 30.171774	W 96.427821	N 30.170447	W 96.427499	493.36	6	\$65,250.66
SE-1	Winepress Road	Across	N 30.170447	W 96.427499	N 30.170274	W 96.427149	127.11	6	\$16,811.28
SE-1	Winepress Road	S	N 30.170274	W 96.427149	N 30.170314	W 96.426344	254.98	6	\$33,723.07
SE-1	Winepress Road	Across	N 30.170314	W 96.426344	N 30.170402	W 96.426049	98.50	6	\$13,027.38

total price	total LF	price/LF
\$155,830.00	1178.23	\$132.26

Domestic Water

Alignment Name	Associated Street	Side of Street (N/S/E/W)	Beginning		Ending		Length (ft.)	Pipe Size (in)	Dollar Value
			Lat.	Long.	Lat.	Long.			
WA-1	Winepress Road	S	N 30.173171	W 96.427616	N 30.173101	W 96.427929	102.17	8	\$12,060.63
WA-1	Winepress Road	E	N 30.173101	W 96.427929	N 30.173052	W 96.427942	18.06	8	\$2,131.89
WA-1	Winepress Road	E	N 30.173052	W 96.427942	N 30.170471	W 96.427276	962.24	8	\$113,587.36
WA-1	Winepress Road	N	N 30.170471	W 96.427276	N 30.170448	W 96.427227	17.63	8	\$2,081.13
WA-1	Winepress Road	N	N 30.170448	W 96.427227	N 30.170501	W 96.426291	297.15	8	\$35,076.99

total price	total LF	price/LF
\$164,938.00	1397.25	\$118.04

Date of Acceptance: **October 25, 2022**

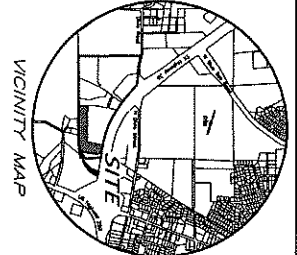
The above described improvements were reviewed and inspected by the City of Brenham Public Utilities Department and Engineering Consultant, Strand Associates and are approved for acceptance on October 25, 2022. The one-year warranty period begins on **October 25, 2022** and ends on **October 25, 2023** for the infrastructure listed above.

Sincerely,

Stephanie Doland
Director of Development Services

cc: Josh Fry, P.E.
McClure & Browne Engineering/Surveying

N 75°21'31" E - 301.70'

[illegible]

VINTAGE FARMS
SUBDIVISION
PHASE IV

SOCIETY
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 OF 2 PAGES
 BRUNNEN, WASHINGTON COUNTY, TEXAS
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 BRUNNEN, WASHINGTON COUNTY, TEXAS
 AUGUST, 2021
 2021 1-401

Maintenance Bond

THE STATE OF TEXAS §
 § **KNOW ALL MEN BY**
COUNTY OF Washington § **THESE PRESENTS: Bond No. EACX4021871**

THAT Ranier & Son Development Company, LLC, of Brazos County, Texas, hereinafter called Principal, and Endurance Assurance Corporation, a Corporation organized under the laws of the State of DE and authorized to do business in the State of Texas, hereinafter called "Surety," are held and firmly bound unto the City of Brenham, Texas, a Municipal Corporation, in Washington County, Texas, hereinafter called "City," in the penal sum of One Hundred Fourteen Thousand Two Hundred Forty Six Dollars and Twenty Five Cents (\$ 114,246.25), lawful money of the United States, the said sum being ten percent (10%) of the total amount of the hereinafter mentioned contract, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

THE Condition of this Obligation is such that is that the Principal entered into a certain contract with the Contractor for the construction of certain public infrastructure improvements, and the City (as Obligee), requires a guarantee from the Principal against defective materials and workmanship in connection with that contract and the maintenance and repair of said public infrastructure improvements; and

WHEREAS, the Principal entered into a certain contract with Contractor, dated as of the 21st day of December, 2020, in the proper performance of which the City of Brenham, Texas, has an interest, a copy of which is hereto attached and made a part hereof, for the construction of:

Vintage Farms Phase 4.

NOW, THEREFORE, if the Principal shall well, truly, and faithfully maintain and keep in good repair the work contracted to be done and performed for a period of one (1) year from the date of acceptance in writing by the City of Brenham and do all necessary work and repair of any defective conditions growing out of or arising from the improper work of the same, including, but not limited to, any settling, breaking, cracking or other defective condition of any of the work or part thereof arising from improper excavation, backfilling, compacting or any other cause or condition, known or unknown, at any time during the period of this bond, which the city engineer, whose judgment shall be final and conclusive, determines to be the result of defective work, materials or labor; then this obligation shall be void, otherwise to remain in full force and effect.

In case the said Principal shall fail to maintain, repair or reconstruct any defective condition of the work as determined herein, it is agreed that the City may do said work and supply such materials as necessary and charge the sum against the said Principal and Surety on this obligation.

It is further agreed that this obligation shall be a continued one against the Principal and Surety and that successive recoveries may be had hereon for successive breaches of the conditions herein provided until the full amount of this bond shall have been exhausted, and it is further understood that the obligation to maintain said work shall continue throughout said maintenance

ENDURANCE ASSURANCE CORPORATION

9395

POWER OF ATTORNEY

Know all Men by these Present, that ENDURANCE ASSURANCE CORPORATION, a Delaware corporation (the "Corporation"), with offices at 4 Manhattanville Road, 3rd Floor, Purchase, NY 10577, has made, constituted and appointed and by these presents, does make, constitute and appoint Christopher Kolkhorst, Denise Raker, Michael Maddux, Sandra Villegas, Henry D. Childers, Dudley C. Ray its true and lawful Attorney(s)-in-fact, in the State of TX and each of them to have full power to act without the other or others, to make, execute and deliver on its behalf, as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Corporation for any portion of the penal sum thereof in excess of the sum of ONE HUNDRED MILLION Dollars (\$100,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Corporation as fully and to the same extent as if signed by the President of the Corporation under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 9th of January, 2014, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that in granting powers of attorney pursuant to certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014, the signature of such directors and officers and the seal of the Corporation may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, the Corporation has caused these presents to be duly signed and its corporate seal to be hereunto affixed and attested this 4th day of OCTOBER of 2019 at Purchase, New York.

(Corporate Seal)

ATTEST



MARIANNE L. WILBERT, SENIOR VICE PRESIDENT

ENDURANCE ASSURANCE CORPORATION

By



SHARON L. SIMS, SENIOR VICE PRESIDENT

STATE OF NEW YORK
COUNTY OF NEW YORK

ss: MANHATTAN

On the 4th day of OCTOBER of 2019 before me personally came SHARON L. SIMS, SENIOR VICE PRESIDENT to me known, who being by me duly sworn, did depose and say that (s)he resides in SCOTCH PLAINS, NEW JERSEY that (s)he is a SENIOR VICE PRESIDENT of ENDURANCE ASSURANCE CORPORATION, the Corporation described in and which executed the above instrument; that (s)he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation, and that (s)he signed his (her) name thereto by like order.

(Notarial Seal)

STATE OF NEW YORK
COUNTY OF NEW YORK

ss: MANHATTAN



Nicholas James Benenati, Notary Public - My Commission Expires 12/6/2019

CERTIFICATE

I, CHRISTOPHER DONELAN, the PRESIDENT of ENDURANCE ASSURANCE CORPORATION, a Delaware Corporation (the "Corporation"), hereby certify:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of the Corporation and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Corporation any and all bonds, undertakings or obligations in surety or co-surety with others:

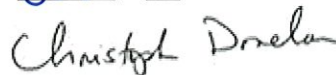
CHRISTOPHER DONELAN, SHARON L. SIMS, MARIANNE L. WILBERT

And be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Corporation."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 6th day of October, 2019.



CHRISTOPHER DONELAN, PRESIDENT

Any reproductions are void.

Primary Surety Claims Submission: suretybondclaims@sompo-intl.com
Surety Claims Hotline: 877-676-7575

Mailing Address: Surety Claims Department, Sompo International, 1221 Avenue of the Americas, 18th Floor, New York, NY 10020



Policyholder Notice

TEXAS - IMPORTANT NOTICE

To obtain information or make a complaint:
You may call the company's telephone number for
information or to make a complaint at:

1-877-676-7575

You may write the Company at:

Endurance Assurance Corporation
Attention: Surety
1221 Avenue of the Americas, 18th Floor
New York, NY 10020

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
PO Box 149104
Austin, TX 78714-9104
FAX# (512) 490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES: Should you have a
dispute concerning your premium or about a claim
you should contact the company first. If the dispute
is not resolved, you may contact the Texas
Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice
is for information only and does not become a part
or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una
queja:
Usted puede llamar al numero de telefono de la
compania para informacion o para someter una
queja al:

1-877-676-7575

Usted tambien puede escribir a:

Endurance Assurance Corporation
Attention: Surety
1221 Avenue of the Americas, 18th Floor
New York, NY 10020

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

1-800-252-3439

Puede escribir al

Departamento de Seguros de Texas
PO Box 149104
Austin, TX 78714-9104
FAX# (512) 475-1771

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene
una disputa concerniente a su prima o a un
reclamo, debe comunicarse con la compania
primero. Si no se resuelve la disputa, puede
entonces comunicarse con el departamento (TDI).

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



Regular City Council
AGENDA ITEM 12.

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-22-038 Authorizing the Acceptance of a Grant from the Office of the Governor (OOG), State Homeland Security Program (Regular Projects) for the Purchase of a SeekerE MDK Detector

Meeting Type: Regular Meeting-November 03, 2022

Department: Police Department

Staff Contact: Steven Eilert

SUMMARY STATEMENT:

On February 17th, 2022, Council authorized the Police Department to apply for a grant from the Governor's Office State Homeland Security Program for funding of a one-time purchase of a SEEKERe MDK handheld explosives and narcotics detector. The City has been notified that it was awarded the grant in the amount of \$13,624.00. This resolution provided for Council's consideration is for acceptance of the award. There are no matching funds required.

The SEEKERe MDK is a small handheld unit that uses colorimetric technology. It allows field testing for even trace amounts of drugs and explosives. It is designed to be rugged and portable, and weighs about half a pound.

ATTACHMENTS:

(1) Resolution No. R-22-038

RECOMMENDED ACTION:

Approve Resolution No. R-22-038 authorizing the acceptance of a grant from the Office of the Governor, State Homeland Security Program (Regular Projects) in the amount of \$13,624.00 for the purchase of a SEEKERe MDK Detector, and authorize the Mayor to execute any necessary documentation.

RESOLUTION NO. R-22-038

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE, HOMELAND SECURITY GRANTS DIVISION FOR THE 2022 STATE HOMELAND SECURITY PROGRAM – REGULAR PROJECTS, AND AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTATION

WHEREAS, the Office of the Governor administers a grant program for projects that support state and local efforts to prevent terrorism and targeted violence and prepare for the threats and hazards that pose the greatest risk to the security of Texas citizens; and

WHEREAS, on the 17th day of February 2022, the City Council of the City of Brenham enacted Resolution No. R-22-006, authorizing City staff to prepare and submit a grant application to the Office of the Governor, Public Safety Office, Homeland Security Grants Division for the 2022 State Homeland Security Program – Regular Projects Program; and

WHEREAS, the City of Brenham has been notified of the award of Grant No. 4484601 in the amount of \$13,624.00 for the one-time purchase of one (1) SEEKERe MDK handheld explosives and narcotics detector; and

WHEREAS, the City Council of the City of Brenham desires to accept said grant award and any applicable match requirements for this grant; and

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

1. The City of Brenham hereby accepts Grant No. 4484601 in the amount of \$13,624.00 from the Office of the Governor, Public Safety Office, Homeland Security Grants Division for the 2022 State Homeland Security Program – Regular Projects Program.
2. The City of Brenham will comply with all requirements of the Grant Program.
3. The City Council agrees to provide applicable matching funds for the project as required by the State Homeland Security Program – Regular Projects.
4. The City Council agrees that in the event of loss or misuse of the Office of the Governor funds, the City Council assures such funds will be returned to the Office of the Governor in full.
5. That the Mayor is hereby authorized to execute any necessary documentation related to the grant described herein.

PASSED AND APPROVED on this the 3rd day of November 2022.

ATTEST:

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary



Regular City Council
AGENDA ITEM 13.

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-22-039 Authorizing the Acceptance of a Grant from the Office of the Governor (OOG), Public Safety Office, Criminal Justice Division for the FY2023 Rifle-Resistant Body Armor Grant Program

Meeting Type: Regular Meeting-November 03, 2022

Department: Police Department

Staff Contact: Steven Eilert

SUMMARY STATEMENT:

On February 17th, 2022, Council authorized PD staff to apply for a grant from the Office of the Governor's Public Safety Office, Criminal Justice Division's rifle-resistant body armor program. The grant was awarded in the amount of \$31,413.64 for the one-time purchase of forty-eight (48) 10x12, Shooters Cut, Multi-Curve Rifle-Resistant Plates.

This resolution being presented for Council's consideration is for the acceptance of this grant. No matching funds are required.

ATTACHMENTS:

(1) Resolution No. R-22-039

RECOMMENDED ACTION:

Approve Resolution No. R-22-039 authorizing the acceptance of a grant from the Office of the Governor, Public Safety Office, Criminal Justice Division in the amount of \$31,413.64 for the FY2023 Rifle-Resistant Body Armor Grant Program and authorize the Mayor to execute any necessary documentation.

RESOLUTION NO. R-22-039

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE, CRIMINAL JUSTICE DIVISION FOR THE FY2023 RIFLE-RESISTANT BODY ARMOR GRANT PROGRAM, AND AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTATION

WHEREAS, the Office of the Governor solicits applications from law enforcement agencies to equip peace officers with rifle-resistant body armor; and

WHEREAS, on the 17th day of February 2022, the City Council of the City of Brenham enacted Resolution No. R-22-007, authorizing City staff to prepare and submit a grant application to the Office of the Governor, Public Safety Office, Criminal Justice Division for FY2023 Rifle-Resistant Body Armor Grant Program; and

WHEREAS, the City of Brenham has been notified of the award of Grant No. 4487401 in the amount of \$31,413.64 for the one-time purchase of forty-eight (48) 10x12, Shooters Cut, Multi-Curve Rifle-Resistant Plates; and

WHEREAS, the City Council of the City of Brenham desires to accept said grant award and any applicable match requirements for this grant; and

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

1. The City of Brenham hereby accepts Grant No. 4487401 in the amount of \$31,413.64 from the Office of the Governor, Public Safety Office, Criminal Justice Division for FY2023 Rifle-Resistant Body Armor Grant Program.
2. The City of Brenham will comply with all requirements of the Grant Program.
3. The City Council agrees to provide applicable matching funds for the project as required by the FY2023 Rifle-Resistant Body Armor Grant Program.
4. The City Council agrees that in the event of loss or misuse of the Office of the Governor funds, the City Council assures such funds will be returned to the Office of the Governor in full.
5. That the Mayor is hereby authorized to execute any necessary documentation related to the grant described herein.

PASSED AND APPROVED on this the 3rd day of November 2022.

ATTEST:

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary



Regular City Council
AGENDA ITEM 14.

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-22-040 Authorizing the Acceptance of a Grant from the Office of the Governor (OOG), State Homeland Security Program (LETPA Projects) for 1-ICOR Mini-Caliber Robot

Meeting Type: Regular Meeting-November 03, 2022

Department: Police Department

Staff Contact: Steven Eilert

SUMMARY STATEMENT:

On February 17th, 2022, Council authorized Police Department staff to apply for a grant from the Governor's Law Enforcement Terrorism Prevention Activities program. This grant was awarded in the amount of \$55,025.00, to be used to purchase an ICOR Mini Caliber Robot. The Resolution being presented for Council's consideration authorizes the acceptance of the grant. There is no matching funds requirement for this grant.

The ICOR Mini-Caliber robot is used to search rooms, stairwells, and other small spaces while officers maintain a safe distance.

ATTACHMENTS:

(1) Resolution No. R-22-040

RECOMMENDED ACTION:

Approve Resolution No. R-22-040 authorizing the acceptance of a grant from the Office of the Governor, State Homeland Security Program, LETPA Projects, in the amount of \$55,025.00 to be used for the one-time purchase of an ICOR Mini-Caliber Robot, and authorize the Mayor to execute any necessary documentation.

RESOLUTION NO. R-22-040

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE, HOMELAND SECURITY GRANTS DIVISION FOR THE 2022 STATE HOMELAND SECURITY PROGRAM – LAW ENFORCEMENT TERRORISM PREVENTION ACTIVITIES PROJECTS, AND AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTATION

WHEREAS, the Office of the Governor administers a grant program for projects that support state and local efforts to prevent terrorism and targeted violence and prepare for the threats and hazards that pose the greatest risk to the security of Texas citizens; and

WHEREAS, on the 17th day of February 2022, the City Council of the City of Brenham enacted Resolution No. R-22-005, authorizing City staff to prepare and submit a grant application to the Office of the Governor, Public Safety Office, Homeland Security Grants Division for the 2022 State Homeland Security Program – Law Enforcement Terrorism Prevention Activities (“LETPA”) Projects program; and

WHEREAS, the City of Brenham has been notified of the award of Grant No. 4482801 in the amount of \$55,025.00 for the one-time purchase of one (1) ICOR – Mini Caliber Robot; and

WHEREAS, the City Council of the City of Brenham desires to accept said grant award and any applicable match requirements for this grant; and

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

1. The City of Brenham hereby accepts Grant No. 4482801 in the amount of \$55,025.00 from the Office of the Governor, Public Safety Office, Homeland Security Grants Division for the 2022 State Homeland Security Program – LETPA Projects Program.
2. The City of Brenham will comply with all requirements of the Grant Program.
3. The City Council agrees to provide applicable matching funds for the project as required by the State Homeland Security Program – LETPA Projects Program.
4. The City Council agrees that in the event of loss or misuse of the Office of the Governor funds, the City Council assures such funds will be returned to the Office of the Governor in full.
5. That the Mayor is hereby authorized to execute any necessary documentation related to the grant described herein.

PASSED AND APPROVED on this the 3rd day of November 2022.

ATTEST:

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary



Regular City Council
AGENDA ITEM 15.

Agenda Item: Discuss and Possibly Act Upon an Easement Agreement Between the City of Brenham and the Army Corps of Engineers Related to a Pipeline Right-of-Way Easement at Lake Somerville for the Lake Somerville Raw Water Intake Structure and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-November 03, 2022

Department: Public Utilities

Staff Contact: Alton Sommerfield

SUMMARY STATEMENT:

The Lake Somerville Intake Pump Station Easement, granted by the Department of the U.S. Army Corps of Engineers, expired April 12, 2022. The renewal of the Lake Somerville Intake Pump Station Easement began October 2021 and required a new survey of the pump station and transmission pipeline easements. The survey was completed and submitted to the U.S. Army Corps of Engineers May 5, 2022. The renewal process was met with some challenges and delays due to heightened COVID protocol, which limited access to the Lake Manager and other personnel. Even with various delays, the Army Real Estate Division was cooperative and worked with staff to get this easement completed.

The Secretary of The ARMY grants to the City of Brenham an easement for: (1) an 18-inch and 24-inch water transmission pipelines, (2) a water pumping station, (3) water intake structure with approach channel, (4) overhead electric lines, (5) access from existing road, (6) underground 1-inch pipe and electrical conduit, (7) riprap stairway, (8) road for ingress and egress purposes, and (9) gabion structure. The total land area for this lease is approximately 5.897 acres.

The term of this easement is for fifty (50) years, beginning April 12, 2022, and ending on April 11, 2072. The total administrative cost to renew the easement is \$1,660.00.

ATTACHMENTS:

- (1) Environmental
- (2) Easement
- (3) Survey
- (4) Easement Agreement

RECOMMENDED ACTION:

Approve an Easement Agreement between the City of Brenham and the Army Corps of Engineers related to a pipeline right-of-way easement at Lake Somerville for the Lake Somerville Raw Water Intake Structure and authorize the Mayor to execute any necessary documentation.

PHASE I ENVIRONMENTAL SITE ASSESSMENT (ESA)

1. REAL PROPERTY TRANSACTION: The U.S. Army Corps of Engineers proposes to issue Easement No. DACW63-2-22-0659, which will allow City of Brenham to continue to use approximately 5.897 acres of land for (1) an 18-inch and 24-inch water transmission pipelines; (2) a water pumping station; (3) a water intake structure with approach channel; (4) electric lines; (5) access from existing road; (6) an underground 1-inch pipe and electrical conduit; (7) a riprap stairway; (8) a road for ingress and egress purposes; and (9) a gabion structure at Somerville Lake, Texas. The easement became effective on 12 April 2022 and expires on 11 April 2072.

a. A COMPREHENSIVE RECORDS SEARCH was conducted which included a review of the following areas:

- 1) Real Estate Division files;
- 2) Real Estate Division maps;
- 3) Somerville Master plan;
- 4) Operations Division files;
- 5) Environmental Review Guide for Operations (ERGO).

b. INTERVIEWS WERE CONDUCTED with the following: Email confirmation was received from Mr. Jerry Saldivar, Water Systems Superintendent with City of Brenham, on 28 July 2022 that no hazardous substances have been released or disposed of on the property.

c. A SITE INVESTIGATION was performed by USACE Ranger Ms. Jennifer Plair on 16 July 2022, which consisted of a visual inspection of the area.

2. STATEMENT OF FINDINGS

a. COMPREHENSIVE RECORDS SEARCH SUMMARY

A complete search of the District files which pertain to the proposed easement area was made as stated in 1.a. above. The records search revealed no other evidence of any hazardous substance being stored, released or disposed of on the property involved. The operating plans and historical records also showed no other evidence of any activity which would have contaminated the property with hazardous substances.

b. SITE INVESTIGATION SUMMARY

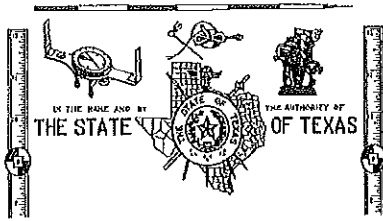
A site investigation of the proposed easement area was made as stated in 1.c. above. This visual inspection revealed no unusual odors, stained soils, stressed vegetation, suspicious seepage, manmade land features, unnatural surface features or other evidence that would indicate the presence of hazardous wastes. Based on this inspection it was determined no hazardous substance has been stored, released or disposed of on the property involved. Project personnel have no other knowledge of past activities which might have created a hazardous situation.

Prepared By: TRACEE L. JOHNSTON
Realty Specialist
Management and Disposal Branch

Date

Approved By: LEE A. FLANNERY
Deputy Chief, Real Estate Division
Real Estate Contracting Officer

Date



HODDE & HODDE
LAND SURVEYING, INC.
Professional Land Surveying and Engineering
613 E. Blue Bell Road
Brenham, Texas 77833-2411

OFFICE PHONE: (979) 836-5681
FAX: (979) 836-5683
www.hoddesurveying.com
TSP&LS SURVEY FIRM REG. NO. 10018800
TSP&LS ENGINEERING FIRM REG. NO. P-18046

W. O. No. 7907

THE STATE OF TEXAS

COUNTY OF WASHINGTON

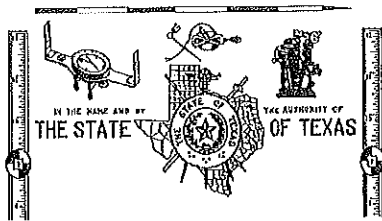
SURVEYOR'S LEGAL DESCRIPTION

1.079 ACRES EASEMENT
(EASEMENT "A")

All that certain easement tract or parcel of land, lying and being situated in Washington County, Texas, part of the John M. Hardeman Survey, A-142, being over and across part of the same land called 302.0 acres (Tract No. 203-1, Parcel No. 1) in the deed from Gulf, Colorado and Santa Fe Railway Company to United States of America, dated March 6, 1964, as recorded in Volume 253, Page 300, in the Deed Records of Washington County, Texas, and being more fully described by metes and bounds as follows, To-Wit:

BEGINNING at a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) on the Southwest side of LBJ Drive, having Texas State Plane, NAD-83 {2011}, Central Zone 4203 Grid Coordinates of N: 10,100,296.70 feet -- E: 3,498,605.25 feet for the East corner hereof, being a South corner of a 2.270 acres easement (Easement "B") surveyed this date, a concrete monument with disk stamped US Army Corp. of Engineers PL4, having Texas State Plane, NAD-83 {2011}, Central Zone 4203 Grid Coordinates of N: 10,096,994.27 feet -- E: 3,501,966.12 feet bears S 45°30'09" E 4712.12 feet;

THENCE along Southeast, Southwest and South lines hereof, being partially along or near a chain link fence, S 58°51'27" W, at 2.00 feet pass a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for a North corner of a 1.613 acres easement (Easement "B") surveyed this date, at 12.04 feet pass a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for a West corner of said (Easement "B"), and at a total distance of 61.75 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an interior corner hereof, S 41°23'52" W 138.14 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for a South corner hereof, N 50°19'28" W 41.84 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an interior corner hereof, S 57°33'31" W 26.29 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an exterior corner hereof, N 82°02'44" W 21.69 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an interior angle point hereof and S 77°33'31" W 64.13 feet to an interior corner hereof, near the edge of the gabion baskets;



HODDE & HODDE
LAND SURVEYING, INC.
Professional Land Surveying and Engineering
613 E. Blue Bell Road
Brenham, Texas 77833-2411

OFFICE PHONE: (979) 836-5681
FAX: (979) 836-5683
www.hoddesurveying.com
TBP&LS SURVEY FIRM REG. NO. 10018800
TBP&LS ENGINEERING FIRM REG. NO. F-18046

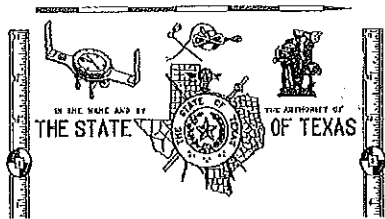
THENCE along East, South and West lines hereof, S 18°34'43" E 47.08 feet to a Southeast corner hereof, near the Southeast corner of the gabion baskets, S 77°57'06" W 30.00 feet to a Southwest corner hereof, near the Southwest corner of the gabion baskets, N 11°20'11" W 50.11 feet to an interior corner hereof, near the edge of the gabion baskets and S 85°23'12" W 10.66 feet to an interior angle point hereof, being at or near the exposed Southeast corner of the City of Brenham's water intake structure;

THENCE along South, West and North lines hereof, being along or near the exposed edge of said water intake structure, S 77°17'20" W 99.77 feet to a Southwest corner hereof, being at the exposed Southwest corner of said water intake structure, N 11°59'12" W 15.66 feet to a Northwest corner hereof, being at the exposed Northwest corner of said water intake structure and N 77°17'20" E 106.73 feet to an interior corner hereof, N 12°42'40" W 5.81 feet to a Northwest corner hereof and N 69°02'16" E 3.74 feet to an interior corner hereof, near the edge of the gabion baskets;

THENCE along Northwest, North and Northeast lines hereof, N 9°00'06" E 11.67 feet to an exterior angle point hereof, near the edge of the gabion baskets, N 16°50'19" E 38.71 feet to an exterior angle point hereof, near the edge of the gabion baskets, N 17°55'07" E 34.14 feet to an exterior angle point hereof, near the edge of the gabion baskets, N 21°35'29" E 39.22 feet to an exterior angle point hereof, near the edge of the gabion baskets, N 27°20'48" E 18.37 feet to an exterior angle point hereof, near the edge of the gabion baskets, N 31°07'54" E 20.74 feet to an exterior angle point hereof, near the edge of the gabion baskets, N 37°52'50" E 21.90 feet to an exterior angle point hereof, near the edge of the gabion baskets, N 55°35'36" E 8.58 feet to an exterior angle point hereof, near the edge of the gabion baskets, N 53°14'24" E 38.19 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an exterior angle point hereof, N 81°35'44" E 29.87 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an exterior angle point hereof, S 87°02'52" E 40.58 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an exterior angle point hereof, S 63°03'39" E 44.56 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an exterior angle point hereof and S 55°26'40" E 65.20 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an interior corner hereof;

THENCE along a Northwest line hereof, N 60°47'06" E 15.51 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) on the Southwest side of said LBJ Drive for a North corner hereof;

THENCE along a Northeast line hereof, being on the Southwest side of said LBJ Drive, S 35°47'57" E, at 35.27 feet pass a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for a West corner of said (Easement "E"), and at a total distance of 45.27 feet to the Place of Beginning and containing 1.079 acres of land within this easement.



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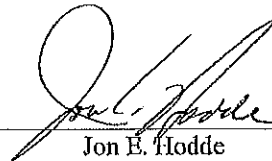
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The bearings and coordinates stated herein are relative to the Texas State Plane Grid System, NAD-83 {2011}, Central Zone 4203, distances stated herein are ground distances. Convergence angle at N: 10,100,261.361 – E: 3,498,541.6709 is 1°-57'-44.83", Combined Scale Factor is 0.99994300. Distances and coordinates stated herein are U.S. Survey Feet.

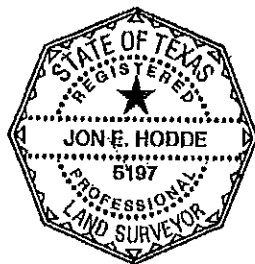
There was a separate survey map prepared in conjunction with this metes and bounds description.

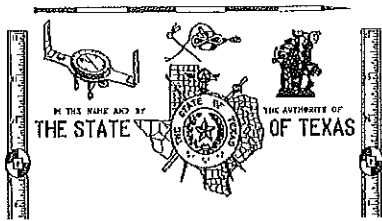
I, Jon E. Hodde, Registered Professional Land Surveyor No. 5197 of the State of Texas, do hereby certify that the foregoing legal description describing an easement containing 1.079 acres of land is true and correct in accordance with an actual survey made on the ground under my personal direction and supervision.

Dated this the 23rd day of February, 2022, A. D.



Jon E. Hodde
Registered Professional
Land Surveyor No. 5197





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W. O. No. 7907

THE STATE OF TEXAS

COUNTY OF WASHINGTON

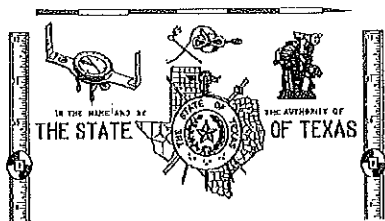
SURVEYOR'S LEGAL DESCRIPTION

**1.613 ACRES EASEMENT
(EASEMENT "B")**

All that certain easement tract or parcel of land, lying and being situated in Washington County, Texas, part of the John M. Hardeman Survey, A-142, being over and across part of the same land, as follows: (Tract No. 203-1, Parcel No. 1) called 302.0 acres and (Tract No. 203-2) called 20.42 acres in the deed from Gulf, Colorado and Santa Fe Railway Company to United States of America, dated March 6, 1964, as recorded in Volume 253, Page 300, in the Deed Records of Washington County, Texas; (Tract No. 210) called 20.0 acres, (Tract No. 212) called 20.0 acres, (Tract No. 213) called 26.0 acres and (Tract No. 216) called 7.75 acres in the deed from Robert Atkinson, et al to United States of America, dated May 14, 1963, as recorded in Volume 247, Page 447, in the Deed Records of Washington County, Texas; (Tract No. 217) called 40.0 acres in the deed from Minnie Ola Graves, et vir to United States of America, dated May 16, 1962, as recorded in Volume 240, Page 296, in the Deed Records of Washington County, Texas, and being more fully described by metes and bounds as follows, To-Wit:

BEGINNING at a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying), having Texas State Plane, NAD-83 {2011}, Central Zone 4203 Grid Coordinates of N: 10,100,290.47 feet - E: 3,498,594.94 feet for the most Northern West corner hereof, being on a Southeast line of a 1.079 acres easement (Easement "A") surveyed this date, a concrete monument with disk stamped US Army Corp. of Engineers PL4, having Texas State Plane, NAD-83 {2011}, Central Zone 4203 Grid Coordinates of N: 10,096,994.27 feet - E: 3,501,966.12 feet bears S 45°38'39" E 4715.12 feet;

THENCE along a Northwest line hereof, common with a portion of a Southeast line of said (Easement "A"), N 58°51'27" E 10.05 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) on the Southwest side of LBJ Drive for the most Northern North corner hereof, being on a Southeast line of said (Easement "A"), a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for the East corner of said (Easement "A"), being a South corner of a 2.270 acres easement (Easement "E") surveyed this date bears N 58°51'27" E 2.00 feet;



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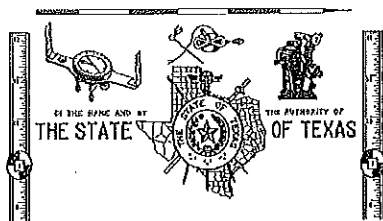
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TBPE&LS ENGINEERING FIRM REG. NO. P-18046

THENCE along Northeast, East, North and Northwest lines hereof, being on the Southwest and South side of said LBJ Drive, S 36°37'05" E 218.51 feet to an interior angle point hereof, S 37°40'01" E 162.97 feet to an interior angle point hereof, S 40°28'38" E 67.69 feet to an interior angle point hereof, S 46°08'09" E 77.78 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an interior angle point hereof, S 53°24'41" E 110.21 feet to an interior angle point hereof, S 54°58'15" E 764.65 feet to an exterior angle point hereof, S 54°32'43" E 400.06 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an exterior corner hereof, S 4°07'59" E 40.03 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an interior corner hereof, S 56°24'19" E 45.24 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an interior corner hereof, N 70°47'30" E 29.40 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an exterior corner hereof, S 54°50'07" E 112.00 feet to an interior angle point hereof, S 56°43'43" E 84.26 feet to an interior angle point hereof, S 61°31'54" E 38.32 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an interior angle point hereof, S 68°57'07" E 51.15 feet to an interior angle point hereof, S 80°31'32" E 66.02 feet to an interior angle point hereof, N 88°28'00" E 38.59 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an interior angle point hereof, N 74°04'04" E 121.23 feet to an exterior angle point hereof, N 78°42'56" E 179.76 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an interior angle point hereof, being Southeast of said LBJ Drive and on the Southwest side of Overlook Park Drive, and crossing said Overlook Park Drive, N 56°54'31" E 52.83 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) on the Northeast side of said Overlook Park Drive for a North corner hereof, being on a Southwest line of said (Easement "E");

THENCE along Northeast and East lines hereof, common with Southwest and West lines of said (Easement "E"), being on the Northeast and East side of said Overlook Park Drive, S 49°52'59" E 22.09 feet to an exterior angle point hereof, being an interior angle point of said (Easement "E"), S 48°07'44" E 261.60 feet to an interior angle point hereof, being an exterior angle point of said (Easement "E"), S 50°46'06" E 236.80 feet to an exterior angle point hereof, being an interior angle point of said (Easement "E"), S 48°06'07" E 124.01 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an exterior angle point hereof, being an interior angle point of said (Easement "E"), S 27°28'58" E 77.74 feet to an exterior angle point hereof, being an interior angle point of said (Easement "E"), S 22°05'17" E 129.80 feet to an exterior angle point hereof, being an interior angle point of said (Easement "E") and S 14°25'35" E 140.68 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an exterior angle point hereof, being on a West line of said (Easement "E") and being at a point where this easement and said (Easement "E") separate;

THENCE along East and Northeast lines hereof, being on the East and Northeast side of said Overlook Park Drive, S 11°53'25" E 114.80 feet to an exterior angle point hereof, S 11°30'14" E 96.36 feet to an interior angle point hereof, S 13°17'20" E 41.14 feet to an interior angle point



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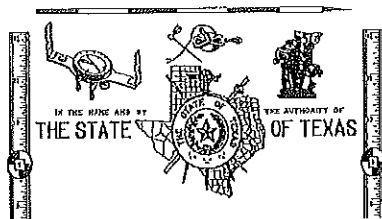
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TBPE&LS ENGINEERING FIRM REG. NO. F-18046

hereof, S 15°34'26" E 80.98 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an interior angle point hereof, S 17°01'58" E 534.68 feet to an exterior angle point hereof, S 16°01'17" E 103.73 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an exterior angle point hereof, S 12°18'27" E 152.52 feet to an exterior angle point hereof, S 3°33'01" E 25.98 feet to an interior angle point hereof, S 10°24'21" E 90.66 feet to an interior angle point hereof, S 11°31'16" E 58.28 feet to an exterior angle point hereof, S 10°44'48" E 66.48 feet to an interior angle point hereof, S 15°01'09" E 82.10 feet to an interior angle point hereof, S 21°04'27" E 60.02 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an interior angle point hereof, S 25°36'28" E 135.78 feet to an interior angle point hereof, a concrete monument with disk stamped US Army Corp. of Engineers PL2, having Texas State Plane, NAD-83 {2011}, Central Zone 4203 Grid Coordinates of N: 10,096,765.26 feet - E: 3,501,976.08 feet bears N 74°22'59" E 215.11 feet, S 26°22'52" E 121.62 feet to an interior angle point hereof, S 27°38'04" E 94.33 feet to an interior angle point hereof, S 32°00'51" E 89.12 feet to an interior angle point hereof, S 36°14'36" E 61.52 feet to an interior angle point hereof, S 38°57'59" E 150.81 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an exterior angle point hereof, S 33°02'57" E 65.37 feet to an exterior angle point hereof, S 27°14'20" E 46.29 feet to an exterior angle point hereof, S 19°09'01" E 54.66 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an exterior angle point hereof, S 9°56'41" E 179.38 feet to an exterior angle point hereof, S 7°18'17" E 67.60 feet to an interior angle point hereof, S 17°24'42" E 61.51 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an interior angle point hereof, S 31°10'53" E 115.26 feet to an interior angle point hereof, S 40°35'00" E 48.44 feet to an interior angle point hereof, a 5/8 inch iron rod found with yellow cap bears S 2°31'18" W 0.57 feet, S 44°54'59" E 385.97 feet to an exterior angle point hereof and S 42°13'52" E 111.56 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an interior corner hereof;

THENCE along Northwest lines hereof, N 54°28'55" E 40.45 feet to an exterior angle point hereof and N 59°26'13" E 27.01 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for a North corner hereof, being on a Southwest line of said (Easement "E");

THENCE along Northeast lines hereof, being along a portion of the Southwest lines of said (Easement "E"), S 33°05'20" E 5.97 feet to an exterior angle point hereof and S 32°05'25" E 4.04 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for the most Southern East corner hereof, being on a Southwest line of said (Easement "E");

THENCE along Southeast lines hereof, S 59°26'13" W 26.95 feet to an interior angle point hereof and S 54°28'55" W 48.91 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying), being on the Northeast side of said Overlook Park Drive, having Texas State Plane, NAD-83 {2011}, Central Zone 4203 Grid Coordinates of N: 10,095,317.81 feet - E: 3,502,615.15 feet for the most Southern South corner hereof, a concrete monument with disk



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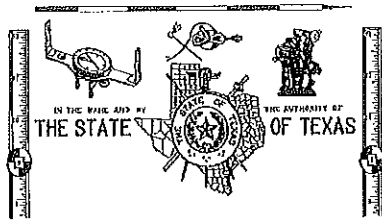
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TBPE&LS ENGINEERING FIRM REG. NO. F-18046

stamped US Army Corp. of Engineers, 0+00, 500' Offset, CL Dike, having Texas State Plane, NAD-83 {2011}, Central Zone 4203 Grid Coordinates of N: 10,095,077.52 feet - E: 3,502,544.03 feet bears S 16°29'16" W 250.61 feet;

THENCE along Southwest and West lines hereof, being on the Northeast and East side of said Overlook Park Drive, N 42°13'52" W 120.22 feet to an interior angle point hereof, N 44°54'59" W 386.12 feet to an exterior angle point hereof, N 40°35'00" W 49.64 feet to an exterior angle point hereof, N 31°10'53" W 117.29 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an exterior angle point hereof, N 17°24'42" W 63.60 feet to an exterior angle point hereof, N 7°18'17" W 68.26 feet to an interior angle point hereof, N 9°56'41" W 178.34 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an interior angle point hereof, N 19°09'01" W 53.15 feet to an interior angle point hereof, N 27°14'20" W 45.08 feet to an interior angle point hereof, N 33°02'57" W 64.34 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an interior angle point hereof, N 38°57'59" W 150.53 feet to an exterior angle point hereof, N 36°14'36" W 62.13 feet to an exterior angle point hereof, N 32°00'51" W 89.87 feet to an exterior angle point hereof, N 27°38'04" W 94.82 feet to an exterior angle point hereof, N 26°22'52" W 121.80 feet to an exterior angle point hereof, N 25°36'28" W 136.24 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an exterior angle point hereof, N 21°04'27" W 60.95 feet to an exterior angle point hereof, N 15°01'09" W 83.00 feet to an exterior angle point hereof, N 10°44'48" W 66.79 feet to an interior angle point hereof, N 11°31'16" W 58.31 feet to an exterior angle point hereof, N 10°24'21" W 91.35 feet to an exterior angle point hereof, N 3°33'01" W 25.81 feet to an interior angle point hereof, N 12°18'27" W 151.43 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an interior angle point hereof, N 16°01'17" W 103.32 feet to an interior angle point hereof, N 17°01'58" W 534.72 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an exterior angle point hereof, N 15°34'26" W 81.31 feet to an exterior angle point hereof, N 13°17'20" W 41.50 feet to an exterior angle point hereof, N 11°30'14" W 96.48 feet to an interior angle point hereof, N 11°53'25" W 114.54 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an interior angle point hereof, N 14°25'35" W 139.79 feet to an interior angle point hereof, N 22°05'17" W 128.66 feet to an interior angle point hereof, N 27°28'58" W 75.45 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an interior angle point hereof, N 48°06'07" W 121.96 feet to an interior angle point hereof, N 50°46'06" W 236.79 feet to an exterior angle point hereof, N 48°07'44" W 261.67 feet to an interior angle point hereof and N 49°52'59" W 14.50 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) on the Northeast side of said Overlook Park Drive for an interior corner hereof;

THENCE along Southeast, South and Southwest lines hereof, S 56°54'31" W, crossing said Overlook Park Drive, 47.33 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an exterior angle point hereof, being on the Southwest side of said Overlook Park Drive and being Southeast of said LBJ Drive, S 78°42'56" W 181.28 feet to an interior angle



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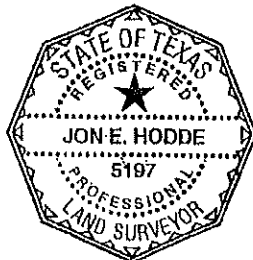
point hereof, being on the Southwest side of said LBJ Drive, and continuing, being along the South and Southwest side of said LBJ Drive, S 74°04'04" W 122.09 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an exterior angle point hereof, S 88°28'00" W 40.82 feet to an exterior angle point hereof, N 80°31'32" W 67.99 feet to an exterior angle point hereof, N 68°57'07" W 52.81 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an exterior angle point hereof, N 61°31'54" W 39.39 feet to an exterior angle point hereof, N 56°43'43" W 84.85 feet to an exterior angle point hereof, N 54°50'07" W 107.03 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an interior corner hereof, S 70°47'30" W 29.23 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an exterior corner hereof, N 56°24'19" W 55.11 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an exterior corner hereof, N 4°07'59" W 40.23 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an interior corner hereof, N 54°32'43" W 395.31 feet to an interior angle point hereof, N 54°58'15" W 764.75 feet to an exterior angle point hereof, N 53°24'41" W 110.98 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an exterior angle point hereof, N 46°08'09" W 78.91 feet to an exterior angle point hereof, N 40°28'38" W 68.43 feet to an exterior angle point hereof, N 37°40'01" W 163.31 feet to an exterior angle point hereof and N 36°37'05" W 219.56 feet to the Place of Beginning and containing 1.613 acres of land within this easement.

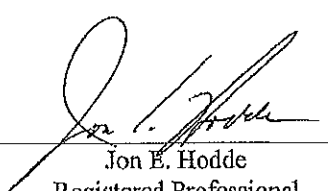
The bearings and coordinates stated herein are relative to the Texas State Plane Grid System, NAD-83 {2011}, Central Zone 4203, distances stated herein are ground distances. Convergence angle at N: 10,100,261.361 – E: 3,498,541.6709 is 1°-57'-44.83", Combined Scale Factor is 0.99994300. Distances and coordinates stated herein are U.S. Survey Feet.

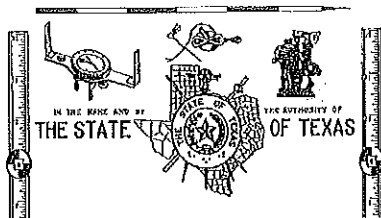
There was a separate survey map prepared in conjunction with this metes and bounds description.

I, Jon E. Hodde, Registered Professional Land Surveyor No. 5197 of the State of Texas, do hereby certify that the foregoing legal description describing an easement containing 1.613 acres of land is true and correct in accordance with an actual survey made on the ground under my personal direction and supervision.

Dated this the 23rd day of February, 2022, A. D.




Jon E. Hodde
Registered Professional
Land Surveyor No. 5197



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W. O. No. 7907

THE STATE OF TEXAS

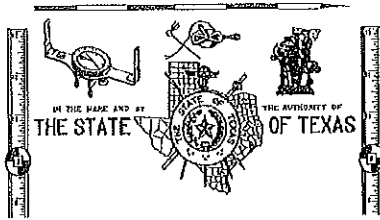
COUNTY OF WASHINGTON

SURVEYOR'S LEGAL DESCRIPTION

**0.770 ACRE EASEMENT
(EASEMENT "C")**

All that certain easement tract or parcel of land, lying and being situated in Washington County, Texas, part of the John M. Hardeman Survey, A-142, the Nicholas Whitehead Survey, A-108 and the Bird L. Hanks Survey, A-53, being over and across part of the same land, as follows: (Tract No. 203-2) called 20.42 acres in the deed from Gulf, Colorado and Santa Fe Railway Company to United States of America, dated March 6, 1964, as recorded in Volume 253, Page 300, in the Deed Records of Washington County, Texas; (Tract No. 240) called 0.22 acre in the deed from D. G. Rohde to United States of America, dated December 16, 1965, as recorded in Volume 262, Page 589, in the Deed Records of Washington County, Texas; (Tract No. 236) called 0.21 acre in the deed from Mary W. Baker, et vir to United States of America, dated July 7, 1966, as recorded in Volume 266, Page 410, in the Deed Records of Washington County, Texas; (Tract No. 237) called 0.55 acre in the deed from H. H. Baker, et al to United States of America, dated May 5, 1964, as recorded in Volume 252, Page 475, in the Deed Records of Washington County, Texas; (Tract No. 238) called 0.62 acre in the deed from Alonza Smith, et al to United States of America, dated December 3, 1964, as recorded in Volume 256, Page 586, in the Deed Records of Washington County, Texas; (Tract No. 239) called 0.37 acre and (Tract 253) called 0.43 acre in the deed from Howard Mitchell, et al to United States of America, dated April 8, 1966, as recorded in Volume 265, Page 538, in the Deed Records of Washington County, Texas; (Tract No. 245) called 0.65 acre in the deed from Hubbard Fletcher, et ux to United States of America, dated August 13, 1965, as recorded in Volume 261, Page 149, in the Deed Records of Washington County, Texas; (Tract No. 241) called 2.34 acres in the deed from L. C. Oldham, Jr., Trustee to United States of America, dated July 12, 1966, as recorded in Volume 266, Page 501, in the Deed Records of Washington County, Texas and (Tract No. 242-1) called 3.17 acres in the deed from Alice Hunt Chesterfield, et al to United States of America, dated November 2, 1965, as recorded in Volume 262, Page 528, in the Deed Records of Washington County, Texas, and being more fully described by metes and bounds as follows, To-Wit:

BEGINNING at a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) on the Southwest side of LBJ Drive, having Texas State Plane, NAD-83 {2011}, Central Zone 4203 Grid Coordinates of N: 10,095,373.44 feet - E: 3,502,681.38 feet for the most Northern West



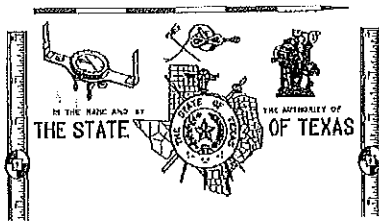
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corner hereof, being on a Northeast line of a 2.270 acres easement (Easement "E") surveyed this date, a concrete monument with disk stamped US Army Corp. of Engineers PL4, having Texas State Plane, NAD-83 {2011}, Central Zone 4203 Grid Coordinates of N: 10,096,994.27 feet – E: 3,501,966.12 feet bears N 23°48'42" W 1771.73 feet;

THENCE along a Northwest line hereof, crossing said LBJ Drive, N 59°26'13" E 70.36 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) on the Northeast side of said LBJ Drive for the most Northern North corner hereof;

THENCE along Northeast, East, North and Northwest lines hereof, being along the East and Northeast side of LBJ Drive, S 32°59'45" E 338.65 feet to an exterior angle point hereof, S 32°23'17" E 137.15 feet to an exterior angle point hereof, S 28°07'58" E 151.53 feet to an exterior angle point hereof, S 22°15'23" E 57.08 feet to an interior angle point hereof, S 46°08'00" E 23.02 feet to an exterior angle point hereof, S 12°12'07" E 76.19 feet to an interior angle point hereof, S 15°02'14" E 66.87 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an exterior angle point hereof, S 6°12'55" E 274.53 feet to an exterior angle point hereof, S 5°38'37" E 224.14 feet to an exterior angle point hereof, S 1°21'38" E 121.02 feet to an interior angle point hereof, S 4°27'10" E 32.09 feet to an interior angle point hereof, S 11°54'03" E 108.13 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an interior angle point hereof, S 16°37'05" E 96.80 feet to an interior angle point hereof, S 19°26'48" E 44.94 feet to an interior angle point hereof, S 23°03'25" E 255.68 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an interior angle point hereof, S 25°17'31" E 149.42 feet to an interior angle point hereof, S 26°08'27" E 114.57 feet to an exterior angle point hereof, S 21°22'58" E 293.99 feet to an interior angle point hereof, S 27°39'06" E 63.83 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an interior angle point hereof, S 32°45'29" E 72.64 feet to an exterior angle point hereof, being at the beginning of a non-tangent curve to the left, from which a 1/2 inch iron rod found bears S 56°40'14" E 1.83 feet, and along said curve through a central angle of 38°58'37", having a radius of 342.15 feet, a chord of S 46°10'28" E 228.29 feet, for an arc distance of 232.76 feet to an exterior angle point hereof, being at the end of said curve, near the intersection of said LBJ Drive and F. M. Highway No. 1948 W., and continuing, being on the North and Northwest side of said F. M. Highway No. 1948 W., S 58°19'50" E 31.69 feet to an interior angle point hereof, S 72°17'54" E 40.12 feet to an interior angle point hereof, S 79°17'10" E 38.57 feet to an interior angle point hereof, S 88°21'48" E 51.21 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an interior angle point hereof, N 76°33'41" E 107.29 feet to an interior angle point hereof and N 64°01'08" E 83.28 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) on a Southwest right of way line of the Burlington Northern & Santa Fe Railroad for the most Eastern North corner hereof, being on a Northwest side of said F. M. Highway No. 1948 W.;



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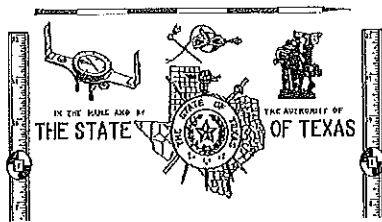
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THENCE along a portion of a Southwest right of way line of said railroad for a Northeast line hereof, S 25°26'41" E 10.00 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) on a Southwest right of way line of said railroad for the East corner hereof;

THENCE along Southeast, South, West and Southwest lines hereof, being on the Northwest and North side of said F. M. Highway No. 1948 W. and on the Northeast and East side of said LBJ Drive, S 64°01'08" W 84.28 feet to an exterior angle point hereof, S 76°33'41" W 109.71 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an exterior angle point hereof, N 88°21'48" W 53.32 feet to an exterior angle point hereof, N 79°17'10" W 39.98 feet to an exterior angle point hereof, N 72°17'54" W 41.95 feet to an exterior angle point hereof, N 58°19'50" W 32.28 feet to an interior angle point hereof, being at the beginning of a non-tangent curve to the right, through a central angle of 38°47'06", having a radius of 352.15 feet, a chord of N 46°09'56" W 233.85 feet, for an arc distance of 238.38 feet to an interior angle point hereof, being at the end of said curve, N 32°45'29" W 72.56 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an exterior angle point hereof, N 27°39'06" W 64.82 feet to an exterior angle point hereof, N 21°22'58" W 294.12 feet to an interior angle point hereof, N 26°08'27" W 114.22 feet to an exterior angle point hereof, N 25°17'31" W 149.69 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an exterior angle point hereof, N 23°03'25" W 256.19 feet to an exterior angle point hereof, N 19°26'48" W 45.51 feet to an exterior angle point hereof, N 16°37'05" W 97.46 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an exterior angle point hereof, N 11°54'03" W 109.19 feet to an exterior angle point hereof, N 4°27'10" W 33.01 feet to an exterior angle point hereof, N 1°21'38" W 120.91 feet to an interior angle point hereof, N 5°38'37" W 223.71 feet to an interior angle point hereof, N 6°12'55" W 273.71 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an interior angle point hereof, N 15°02'14" W 66.35 feet to an exterior angle point hereof, N 12°12'07" W 73.39 feet to an interior angle point hereof, N 46°08'00" W 22.09 feet to an exterior angle point hereof, N 22°15'23" W 58.68 feet to an interior angle point hereof, N 28°07'58" W 150.65 feet to an interior angle point hereof, N 32°23'17" W 136.72 feet to an interior angle point hereof and N 32°59'45" W 329.01 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an interior corner hereof, being on the Northeast side of said LBJ Drive;

THENCE along a South line hereof, crossing said LBJ Drive, S 59°26'13" W 60.41 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) on the Southwest side of said LBJ Drive on a Northeast line of said 2.270 acres easement (Easement "E") surveyed this date for a South corner hereof;

THENCE along West lines hereof, common with portions of East lines of said (Easement "E"), N 32°05'25" W 4.40 feet to an interior angle point hereof and N 33°05'20" W 5.61 feet to the Place of Beginning and containing 0.770 acre of land within this easement.



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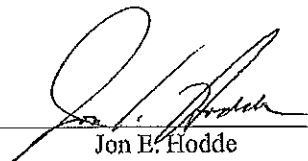
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The bearings and coordinates stated herein are relative to the Texas State Plane Grid System, NAD-83 {2011}, Central Zone 4203, distances stated herein are ground distances. Convergence angle at N: 10,100,261.361 – E: 3,498,541.6709 is 1°-57'-44.83", Combined Scale Factor is 0.99994300. Distances and coordinates stated herein are U.S. Survey Feet.

There was a separate survey map prepared in conjunction with this metes and bounds description.

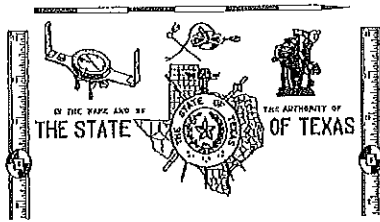
I, Jon E. Hodde, Registered Professional Land Surveyor No. 5197 of the State of Texas, do hereby certify that the foregoing legal description describing an easement containing 0.770 acre of land is true and correct in accordance with an actual survey made on the ground under my personal direction and supervision.

Dated this the 23rd day of February, 2022, A. D.



Jon E. Hodde
Registered Professional
Land Surveyor No. 5197





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TBPE&LS ENGINEERING FIRM REG. NO. P-18046

W. O. No. 7907

THE STATE OF TEXAS

COUNTY OF WASHINGTON

SURVEYOR'S LEGAL DESCRIPTION

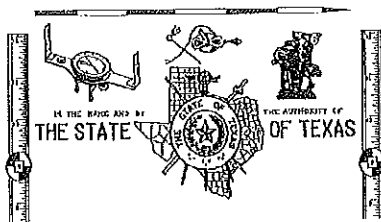
**0.062 ACRE EASEMENT
(EASEMENT "D")**

All that certain easement tract or parcel of land, lying and being situated in Washington County, Texas, part of the Bird L. Hanks Survey, A-53, being over and across part of the same land called 0.80 acre (Tract No. 242-2) in the deed from Alice Hunt Chesterfield, et al to United States of America, dated November 2, 1965, as recorded in Volume 262, Page 528, in the Deed Records of Washington County, Texas, and being more fully described by metes and bounds as follows, To-Wit:

BEGINNING at a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying), having Texas State Plane, NAD-83 {2011}, Central Zone 4203 Grid Coordinates of N: 10,093,001.75 feet – E: 3,504,430.25 feet, being near a concrete monument (highway right of way marker) found on a Northwest right of way line of F. M. Highway No. 1948 W., common with a Northwest line of said Tract No. 242-2 called 0.80 acre, at its intersection with a Southwest right of way line of State Highway No. 36 N. for the North corner hereof, being the called East corner of the Sibson, L.L.C. tract called 2.292 acres, as recorded in Volume 1363, Page 292, in the Official Records of Washington County, Texas, a concrete monument with disk stamped US Army Corp. of Engineers PL4, having Texas State Plane, NAD-83 {2011}, Central Zone 4203 Grid Coordinates of N: 10,096,994.27 feet – E: 3,501,966.12 feet bears N 31°40'57" W 4691.98 feet;

THENCE along a portion of a Southwest right of way line of said State Highway No. 36 N. for the Northeast line hereof, S 46°12'32" E 10.24 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) on a Southwest right of way line of said State Highway No. 36 N. for the East corner hereof;

THENCE along Southeast lines hereof, S 31°25'43" W 146.65 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an exterior corner hereof and S 64°29'13" W 126.05 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) on a Northeast right of way line of the Burlington Northern & Santa Fe Railroad, being on a Southwest line of said Tract No. 242-2 called 0.80 acre for the South corner hereof;



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THENCE along a portion of a Northeast right of way line of said railroad, common with a portion of the Southwest line of said Tract No. 242-2 called 0.80 acre for the Southwest line hereof, N 25°26'41" W 10.00 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) on a Northwest right of way line of said F. M. Highway No. 1948 W. at its intersection with a Northeast right of way line of said railroad for the West corner hereof and of said Tract No. 242-2 called 0.80 acre;

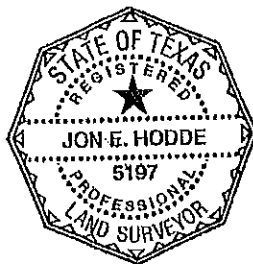
THENCE along Northwest right of way lines of said F. M. Highway No. 1948 W. for Northwest lines hereof and of said Tract No. 242-2 called 0.80 acre, N 64°29'13" E 123.07 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an interior angle hereof, a 1/2 inch iron rod found bears N 28°33'59" E 2.86 feet, and N 31°25'43" E 145.87 feet to the Place of Beginning and containing 0.062 acre of land within this easement.

The bearings and coordinates stated herein are relative to the Texas State Plane Grid System, NAD-83 {2011}, Central Zone 4203, distances stated herein are ground distances. Convergence angle at N: 10,100,261.361 – E: 3,498,541.6709 is 1°-57'-44.83", Combined Scale Factor is 0.99994300. Distances and coordinates stated herein are U.S. Survey Feet.

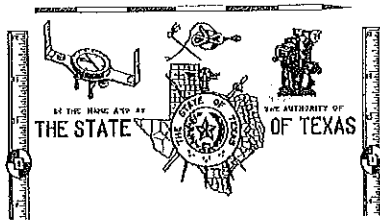
There was a separate survey map prepared in conjunction with this metes and bounds description.

I, Jon E. Hodde, Registered Professional Land Surveyor No. 5197 of the State of Texas, do hereby certify that the foregoing legal description describing an easement containing 0.062 acre of land is true and correct in accordance with an actual survey made on the ground under my personal direction and supervision.

Dated this the 23rd day of February, 2022, A. D.



Jon E. Hodde
Registered Professional
Land Surveyor No. 5197



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W. O. No. 7907

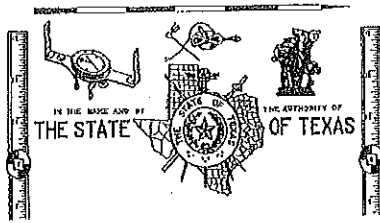
THE STATE OF TEXAS

COUNTY OF WASHINGTON

SURVEYOR'S LEGAL DESCRIPTION

**2.270 ACRES BASEMENT
(EASEMENT "E")**

All that certain easement tract or parcel of land, lying and being situated in Washington County, Texas, part of the John M. Hardeman Survey, A-142, the Nicholas Whitehead Survey, A-108 and the Bird L. Hanks Survey, A-53, being over and across part of the same land, as follows: (Tract No. 203-1, Parcel No. 1) called 302.0 acres and (Tract No. 203-2) called 20.42 acres in the deed from Gulf, Colorado and Santa Fe Railway Company to United States of America, dated March 6, 1964, as recorded in Volume 253, Page 300, in the Deed Records of Washington County, Texas; (Tract No. 210) called 20.0 acres, (Tract No. 212) called 20.0 acres, (Tract No. 213) called 26.0 acres and (Tract No. 216) called 7.75 acres in the deed from Robert Atkinson, et al to United States of America, dated May 14, 1963, as recorded in Volume 247, Page 447, in the Deed Records of Washington County, Texas; (Tract No. 217) called 40.0 acres in the deed from Minnie Ola Graves, et vir to United States of America, dated May 16, 1962, as recorded in Volume 240, Page 296, in the Deed Records of Washington County, Texas; (Tract No. 240) called 0.22 acre in the deed from D. G. Rohde to United States of America, dated December 16, 1965, as recorded in Volume 262, Page 589, in the Deed Records of Washington County, Texas; (Tract No. 236) called 0.21 acre in the deed from Mary W. Baker, et vir to United States of America, dated July 7, 1966, as recorded in Volume 266, Page 410, in the Deed Records of Washington County, Texas; (Tract No. 237) called 0.55 acre in the deed from H. H. Baker, et al to United States of America, dated May 5, 1964, as recorded in Volume 252, Page 475, in the Deed Records of Washington County, Texas; (Tract No. 238) called 0.62 acre in the deed from Alonza Smith, et al to United States of America, dated December 3, 1964, as recorded in Volume 256, Page 586, in the Deed Records of Washington County, Texas; (Tract No. 239) called 0.37 acre and (Tract No. 253) called 0.43 acre in the deed from Howard Mitchell, et al to United States of America, dated April 8, 1966, as recorded in Volume 265, Page 538, in the Deed Records of Washington County, Texas; (Tract No. 237-2) called 0.06 acre in the deed from H. H. Baker, et al to United States of America, dated September 6, 1966, as recorded in Volume 268, Page 601, in the Deed Records of Washington County, Texas; (Tract No. 245) called 0.65 acre in the deed from Hubbard Fletcher, et ux to United States of America, dated August 13, 1965, as recorded in Volume 261, Page 149, in the Deed Records of Washington County, Texas; (Tract No. 241) called 2.34 acres in the deed from L. C. Oldham, Jr., Trustee to United States of America, dated July 12, 1966, as recorded in Volume 266, Page 501, in the Deed Records of Washington County, Texas and (Tract No. 242-1) called 3.17 acres in the deed from Alice Hunt



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Chesterfield, et al to United States of America, dated November 2, 1965, as recorded in Volume 262, Page 528, in the Deed Records of Washington County, Texas, and being more fully described by metes and bounds as follows, To-Wit:

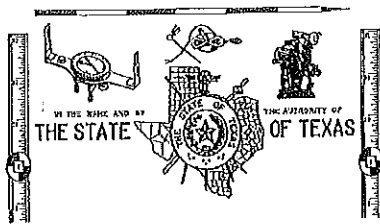
BEGINNING at a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) on the Southwest side of LBJ Drive, having Texas State Plane, NAD-83 {2011}, Central Zone 4203 Grid Coordinates of N: 10,100,296.70 feet – E: 3,498,605.25 feet for the most Northern South corner hereof, being the East corner of a 1.079 acres easement (Easement "A") surveyed this date, a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) on a Southeast line of said (Easement "A") for the most Northern North corner of a 1.613 acres easement (Easement "B") surveyed this date bears S 58°51'27" W 2.00 feet, a concrete monument with disk stamped US Army Corp. of Engineers PL4, having Texas State Plane, NAD-83 {2011}, Central Zone 4203 Grid Coordinates of N: 10,096,994.27 feet – E: 3,501,966.12 feet bears S 45°30'09" E 4712.12 feet;

THENCE along a portion of a Northeast line of said (Easement "A") for a Southwest line hereof, being on the Southwest side of said LBJ Drive, N 35°47'57" W 10.00 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) on a Northeast line of said (Easement "A") for the most Western West corner hereof;

THENCE along a Northwest line hereof, crossing said LBJ Drive, N 54°02'15" E 47.18 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) on the Northeast side of said LBJ Drive for the most Northern North corner hereof;

THENCE along Northeast, North and Northwest lines hereof, being on the Northeast, North and Northwest side of said LBJ Drive, S 36°54'41" E 402.28 feet to an interior angle point hereof, S 43°24'30" E 143.90 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an interior angle point hereof, S 52°46'11" E 100.03 feet to an interior angle point hereof, S 54°58'16" E 787.11 feet to an interior angle point hereof, S 55°22'03" E 221.42 feet to an interior angle point hereof, S 58°25'03" E 45.73 feet to an exterior angle point hereof, S 53°30'34" E 88.78 feet to an interior angle point hereof, S 55°29'01" E 264.03 feet to an interior angle point hereof, S 57°41'19" E 58.06 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an interior angle point hereof, S 76°12'31" E 84.49 feet to an interior angle point hereof, N 85°10'56" E 89.28 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an interior angle point hereof and N 61°06'30" E 243.13 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) on the Northwest side of said LBJ Drive for a Northern exterior corner hereof;

THENCE along Northeast and East lines hereof, S 49°52'59" E, crossing said LBJ Drive, 136.96 feet to an exterior angle point hereof, being on the Northeast side of Overlook Park Drive, and continuing along Northeast and East lines hereof, being on the Northeast and East side of said Overlook Park Drive, S 48°07'44" E 261.52 feet to an interior angle point hereof, S 50°46'06" E

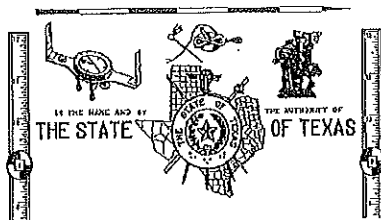


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236.80 feet to an exterior angle point hereof, S 48°06'07" E 126.06 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an exterior angle point hereof, S 27°28'58" E 80.03 feet to an exterior angle point hereof, S 22°05'17" E 130.94 feet to an exterior angle point hereof, S 14°25'35" E 244.09 feet to an interior angle point hereof, S 15°05'50" E 318.03 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an interior angle point hereof, S 16°21'45" E 250.16 feet to an interior angle point hereof, S 17°46'52" E 311.35 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an exterior angle point hereof, S 9°13'07" E 226.98 feet to an interior angle point hereof, S 10°31'52" E 124.97 feet to an interior angle point hereof, S 15°07'13" E 74.15 feet to an interior angle point hereof, S 19°26'40" E 67.93 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an interior angle point hereof, S 24°16'27" E 74.40 feet to an interior angle point hereof, S 26°05'50" E 97.75 feet to an interior angle point hereof, a concrete monument with disk stamped US Army Corp. of Engineers PL2, having Texas State Plane, NAD-83 {2011}, Central Zone 4203 Grid Coordinates of N: 10,096,765.26 feet - E: 3,501,976.08 feet bears N 72°54'18" E 192.65 feet, S 27°42'53" E 189.74 feet to an interior angle point hereof, S 32°10'27" E 72.30 feet to an interior angle point hereof, S 34°50'29" E 72.22 feet to an interior angle point hereof, S 38°15'50" E 78.24 feet to an exterior angle point hereof, S 34°20'12" E 242.58 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) on the Northeast side of said Overlook Park Drive, being on the Southwest side of said LBJ Drive for an interior angle point hereof;

THENCE continuing along Northeast and East lines hereof, being on the Southwest and West side of said LBJ Drive, S 36°12'39" E 284.00 feet to an exterior angle point hereof, S 34°53'04" E 248.96 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an exterior angle point hereof, S 32°30'56" E 263.89 feet to an interior angle point hereof, S 33°05'20" E, at 154.20 feet pass a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) on a Northeast line hereof for the most Northern West corner of a 0.770 acre easement (Easement "C") surveyed this date, and at a total distance of 159.81 feet to an exterior angle point hereof, being an interior angle point on a Southwest line of said (Easement "C"), S 32°05'25" E, at 4.40 feet pass a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for the most Northern South corner of said (Easement "C"), crossing said Overlook Park Drive, and at a total distance of 326.00 feet to an exterior angle point hereof, S 28°32'31" E 335.78 feet to an exterior angle point hereof, S 19°03'54" E 174.27 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an exterior angle point hereof, S 7°50'14" E 209.46 feet to an exterior angle point hereof, S 3°50'11" E 173.65 feet to an exterior angle point hereof, S 1°29'32" E 31.62 feet to an exterior angle point hereof, S 3°04'33" W 24.90 feet to an interior angle point hereof, S 4°09'54" E 135.86 feet to an interior angle point hereof, S 5°25'56" E 31.89 feet to an interior angle point hereof, S 9°35'30" E 141.90 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an interior angle point hereof, S 15°48'32" E 31.67 feet to an interior angle point hereof, S 18°30'51" E 74.85 feet to an interior angle point hereof, S 19°59'01" E 81.57 feet to an exterior angle point hereof, S 17°53'18" E 16.28 feet to an interior angle point hereof,



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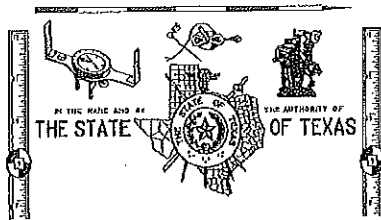
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S 23°44'24" E 196.22 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an interior angle point hereof, S 24°34'35" E 121.74 feet to an exterior angle point hereof, S 24°01'07" E 261.16 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an interior angle point hereof, S 24°09'03" E 157.57 feet to an interior angle point hereof, S 25°37'47" E 157.65 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an interior angle point hereof, S 34°55'20" E 90.14 feet to an interior angle point hereof, S 40°51'42" E 41.07 feet to an interior angle point hereof, S 45°15'31" E 99.89 feet to an interior angle point hereof and S 46°23'11" E 51.39 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) on a Southwest line of said (Tract No. 242-1) called 3.17 acres in a curve of same, common with a Northeast line of the State of Texas tract called 16.09 acres, as recorded in Volume 281, Page 468, in said Deed Records of Washington County, Texas, being on the Southwest side of said LBJ Drive, within the right of way F. M. Highway No. 1948 W. for the most Southern Southeast corner hereof;

THENCE along a portion of a Southwest line of said (Tract No. 242-1) called 3.17 acres, common with a portion of a Northeast line of said tract called 16.09 acres for a Southwest line hereof, being along a curve to the left, through a central angle of 4°47'59", having a radius of 440.65 feet, a chord of N 62°06'34" W 36.90 feet, for an arc distance of 36.91 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) on a Southwest line of said (Tract No. 242-1) called 3.17 acres in a curve of same, common with a Northeast line of said tract called 16.09 acres, being within the right of way of said F. M. Highway No. 1948 W. for an exterior angle point hereof, being on the Southwest side of said LBJ Drive;

THENCE along Southwest and West lines hereof, being on the Southwest and West side of said LBJ Drive, N 46°23'11" W 15.96 feet to an exterior angle point hereof, N 45°15'31" W 100.37 feet to an exterior angle point hereof, N 40°51'42" W 41.97 feet to an exterior angle point hereof, N 34°55'20" W 91.47 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an exterior angle point hereof, N 25°37'47" W 158.59 feet to an exterior angle point hereof, N 24°09'03" W 157.71 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an interior angle point hereof, N 24°01'07" W 261.13 feet to an interior angle point hereof, N 24°34'35" W 121.76 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an exterior angle point hereof, N 23°44'24" W 196.81 feet to an exterior angle point hereof, N 17°53'18" W 16.61 feet to an interior angle point hereof, N 19°59'01" W 81.51 feet to an exterior angle point hereof, N 18°30'51" W 75.21 feet to an exterior angle point hereof, N 15°48'32" W 32.45 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an exterior angle point hereof, N 9°35'30" W 142.80 feet to an exterior angle point hereof, N 5°25'56" W 32.36 feet to an exterior angle point hereof, N 4°09'54" W 136.61 feet to an exterior angle point hereof, N 3°04'33" E 25.13 feet to an interior angle point hereof, N 1°29'32" W 31.01 feet to an interior angle point hereof, N 3°50'11" W 173.09 feet to an interior angle point hereof, N 7°50'14" W 208.13 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an interior angle point hereof, N 19°03'54" W 172.46 feet to an interior angle point hereof, N 28°32'31" W 334.64 feet to an interior angle point hereof, a

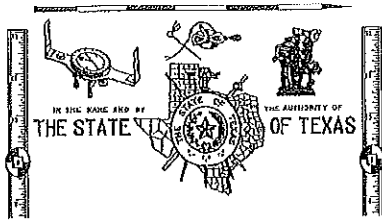


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concrete monument with disk stamped US Army Corp. of Engineers, 0+00, 500' Offset, CL Dike, having Texas State Plane, NAD-83 {2011}, Central Zone 4203 Grid Coordinates of N: 10,095,077.52 feet – E: 3,502,544.03 feet bears S 88°07'26" W 305.14 feet, and continuing along a Southwest line hereof, N 32°05'25" W, crossing said Overlook Park Drive, at 321.56 feet pass a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) on a Southwest line hereof for the most Southern East corner of said (Easement "B") surveyed this date, and at a total distance of 325.61 feet to an interior angle point hereof, being an exterior angle point on a Northeast line of said (Easement "B"), N 33°05'20" W, at 5.97 feet pass a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for the most Southern North corner of said (Easement "B"), and at a total distance of 159.77 feet to an exterior angle point hereof, N 32°30'56" W 263.73 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an interior angle point hereof, N 34°53'04" W 248.64 feet to an interior angle point hereof, N 36°12'39" W 284.05 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) on the Southwest side of said LBJ Drive, being on the Northeast side of said Overlook park Drive for an exterior angle point hereof;

THENCE along Southwest and West lines hereof, being Southwest and West of said LBJ Drive and Northeast and East of said Overlook Park Drive, N 34°20'12" W 242.40 feet to an interior angle point hereof, N 38°15'50" W 78.19 feet to an exterior angle point hereof, N 34°50'29" W 72.75 feet to an exterior angle point hereof, N 32°10'27" W 72.92 feet to an exterior angle point hereof, N 27°42'53" W 190.27 feet to an exterior angle point hereof, N 26°05'50" W 98.05 feet to an exterior angle point hereof, N 24°16'27" W 74.98 to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an exterior angle point hereof, N 19°26'40" W 68.73 feet to an exterior angle point hereof, N 15°07'13" W 74.92 feet to an exterior angle point hereof, N 10°31'52" W 125.49 feet to an exterior angle point hereof, N 9°13'07" W 226.35 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an interior angle point hereof, N 17°46'52" W 310.72 feet to an exterior angle point hereof, N 16°21'45" W 250.39 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an exterior angle point hereof, N 15°05'50" W 318.20 feet to an exterior angle point hereof, N 14°25'35" W, at 102.80 feet pass a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) at a point where a West line of this easement intersects an East line of said (Easement "B") for an exterior angle point of said (Easement "B") surveyed this date, and continuing, along West and Southwest lines hereof, being along East and Northeast lines of said (Easement "B"), at a total distance of 243.48 feet to an interior angle point hereof, being an exterior angle point of said (Easement "B"), N 22°05'17" W 129.80 feet to an interior angle point hereof, being an exterior angle point of said (Easement "B"), N 27°28'58" W 77.74 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an interior angle point hereof, being an exterior angle point of said (Easement "B"), N 48°06'07" W 124.01 feet to an interior angle point hereof, being an exterior angle point of said (Easement "B"), N 50°46'06" W 236.80 feet to an exterior angle point hereof, being an interior angle point of said (Easement "B"), N 48°07'44" W 261.60 feet to an interior angle point hereof, being an exterior angle point of said (Easement "B") and N 49°52'59" W, at 22.09 feet pass a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land



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Surveying) on a Southwest line hereof for a North corner of said (Easement "B"), being Southeast of said LBJ Drive and on the Northeast side of said Overlook Park Drive, and continuing along a Southwest line hereof, crossing said LBJ Drive, at a total distance of 129.93 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) on the Northwest side of said LBJ Drive for an interior corner hereof;

THENCE along Southeast, South and Southwest lines hereof, being on the Northwest, North and Northeast side of said LBJ Drive, S 61°06'30" W 238.39 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an exterior angle point hereof, S 85°10'56" W 93.05 feet to an exterior angle point hereof, N 76°12'31" W 87.76 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an exterior angle point hereof, N 57°41'19" W 59.88 feet to an exterior angle point hereof, N 55°29'01" W 264.40 feet to an exterior angle point hereof, N 53°30'34" W 88.52 feet to an interior angle point hereof, N 58°25'03" W 45.57 feet to an exterior angle point hereof, N 55°22'03" W 221.72 feet to an exterior angle point hereof, N 54°58'16" W 787.34 feet to an exterior angle point hereof, N 52°46'11" W 101.05 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for an exterior angle point hereof, N 43°24'30" W 145.28 feet to an exterior angle point hereof, N 36°54'41" W 393.02 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) for the most Northern interior corner hereof, being on the Northeast side of said LBJ Drive;

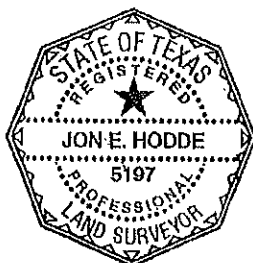
THENCE along a Southeast line hereof, crossing said LBJ Drive, S 54°02'15" W 37.37 feet to the Place of Beginning and containing 2.270 acres of land within this easement.

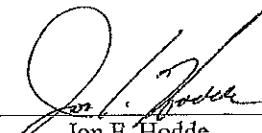
The bearings and coordinates stated herein are relative to the Texas State Plane Grid System, NAD-83 {2011}, Central Zone 4203, distances stated herein are ground distances. Convergence angle at N: 10,100,261.361 – E: 3,498,541.6709 is 1°-57'-44.83", Combined Scale Factor is 0.99994300. Distances and coordinates stated herein are U.S. Survey Feet.

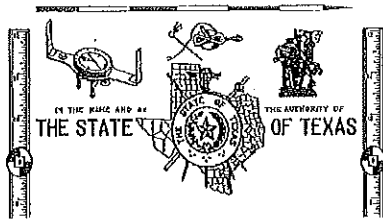
There was a separate survey map prepared in conjunction with this metes and bounds description.

I, Jon E. Hodde, Registered Professional Land Surveyor No. 5197 of the State of Texas, do hereby certify that the foregoing legal description describing an easement containing 2.270 acres of land is true and correct in accordance with an actual survey made on the ground under my personal direction and supervision.

Dated this the 23rd day of February, 2022, A. D.




Jon E. Hodde
Registered Professional
Land Surveyor No. 5197



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W. O. No. 7907

THE STATE OF TEXAS

COUNTY OF WASHINGTON

SURVEYOR'S LEGAL DESCRIPTION

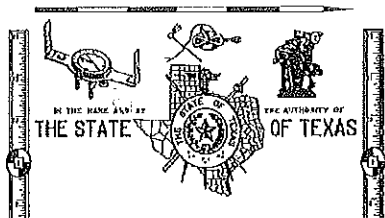
0.032 ACRE EASEMENT
(EASEMENT "F")

All that certain easement tract or parcel of land, lying and being situated in Washington County, Texas, part of the Bird L. Hanks Survey, A-53, being over and across part of the same land called 3.17 acres (Tract No. 242-1) in the deed from Alice Hunt Chesterfield, et al to United States of America, dated November 2, 1965, as recorded in Volume 262, Page 528, in the Deed Records of Washington County, Texas, and being more fully described by metes and bounds as follows, To-Wit:

BEGINNING at a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying), being situated within the right of way of F. M. Highway No. 1948 W., having Texas State Plane, NAD-83 {2011}, Central Zone 4203 Grid Coordinates of N: 10,092,696.43 feet - E: 3,504,193.23 feet on a Southwest right of way line of the Burlington Northern & Sante Fe Railroad, common with a Northeast line of said Tract No. 242-1 called 3.17 acres for the East corner hereof, being on the Southeast right of way line of said F. M. Highway No. 1948 W. at its intersection with the Southwest right of way line of said Burlington Northern & Sante Fe Railroad bears S 25°26'41" E 6.10 feet, a concrete monument with disk stamped US Army Corp. of Engineers PL4, having Texas State Plane, NAD-83 {2011}, Central Zone 4203 Grid Coordinates of N: 10,096,994.27 feet - E: 3,501,966.12 feet bears N 27°23'34" W 4840.88 feet;

THENCE along the Southeast line hereof, S 63°53'58" W 114.94 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) on a South line of said Tract No. 242-1 called 3.17 acres for a southern exterior corner hereof, being at the beginning of a curve to the right;

THENCE along said curve to the right, being along a portion of a South line of said Tract No. 242-1 called 3.17 acres for the South line hereof, through a central angle of 6°09'42", having a radius of 440.65 feet, a chord of S 76°05'15" W 47.37 feet, for an arc distance of 47.39 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) at the end of said curve, being on a South line of said Tract No. 242-1 called 3.17 acres for the West corner hereof, a concrete monument (highway right of way marker) found on or near a Southeast right of way line of said F. M. Highway No. 1948 W. bears S 27°12'37" E 14.80 feet;



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THENCE along the Northwest line hereof, N 63°53'58" E 161.35 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) on a Southwest right of way line of said Burlington Northern & Sante Fe Railroad, being on a Northeast line of said Tract No. 242-1 called 3.17 acres for the North corner hereof;

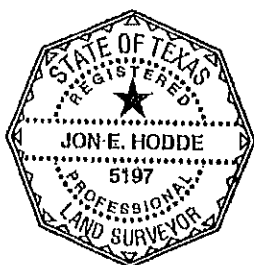
THENCE along a portion of the Northeast line of said Tract No. 242-1 called 3.17 acres, being along a portion of the Southwest right of way line of said railroad for the Northeast line hereof, S 25°26'41" E 10.00 feet to the Place of Beginning and containing 0.032 acre of land within this easement.

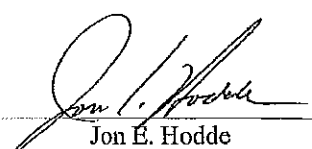
The bearings and coordinates stated herein are relative to the Texas State Plane Grid System, NAD-83 {2011}, Central Zone 4203, distances stated herein are ground distances. Convergence angle at N: 10,100,261.361 – E: 3,498,541.6709 is 1°-57'-44.83", Combined Scale Factor is 0.99994300. Distances and coordinates stated herein are U.S. Survey Feet.

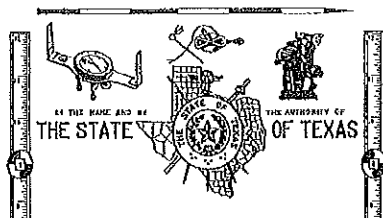
There was a separate survey map prepared in conjunction with this metes and bounds description.

I, Jon E. Hodde, Registered Professional Land Surveyor No. 5197 of the State of Texas, do hereby certify that the foregoing legal description describing an easement containing 0.032 acre of land is true and correct in accordance with an actual survey made on the ground under my personal direction and supervision.

Dated this the 23rd day of February, 2022, A. D.




Jon E. Hodde
Registered Professional
Land Surveyor No. 5197



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W. O. No. 7907

THE STATE OF TEXAS

COUNTY OF WASHINGTON

SURVEYOR'S LEGAL DESCRIPTION

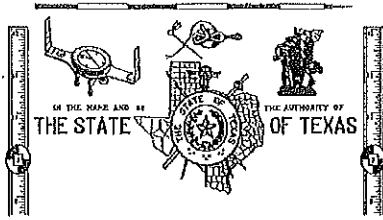
0.071 ACRE EASEMENT
(EASEMENT "G")

All that certain easement tract or parcel of land, lying and being situated in Washington County, Texas, part of the Bird L. Hanks Survey, A-53, being over and across part of the same land, as follows: (Tract No. 242-2) called 0.80 acre in the deed from Alice Hunt Chesterfield, et al to United States of America, dated November 2, 1965, as recorded in Volume 262, Page 528, in the Deed Records of Washington County, Texas, and (Tract No. 244) called 0.28 acre in the deed from Leon Otties Bouldin, et ux to United States of America, dated August 6, 1965, as recorded in Volume 261, Page 113, in the Deed Records of Washington County, Texas and being more fully described by metes and bounds as follows, To-Wit:

BEGINNING at a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying), having Texas State Plane, NAD-83 {2011}, Central Zone 4203 Grid Coordinates of N: 10,092,872.05 feet – E: 3,504,565.54 feet on a Southwest right of way line of State Highway No. 36 N. for the East corner hereof, a concrete monument (highway right of way marker) found bears S 46°01'33" E 1.81 feet, a 1/2 inch iron rod found with Id. cap (RPLS 1732) on a Southeast right of way line of F. M. Highway No. 1948 W. at its intersection with a Southwest right of way line of said State Highway No. 36 N. for the North corner of Lot 1 (called 1.673 acres) of Radar Subdivision, a map or plat of said subdivision being of record in Plat Cabinet File Slide No. 455-B bears S 46°12'32" E 4.53 feet and a concrete monument with disk stamped US Army Corp. of Engineers PL4, having Texas State Plane, NAD-83 {2011}, Central Zone 4203 Grid Coordinates of N: 10,096,994.27 feet – E: 3,501,966.12 feet bears N 32°14'06" W 4873.64 feet;

THENCE along Southeast lines hereof, S 64°12'34" W 124.91 feet to an exterior angle point hereof and S 65°31'14" W 186.80 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) on a Northeast right of way line of the Burlington Northern & Sante Fe Railroad, being on a Southwest line of said Tract No. 242-2 called 0.80 acre for the South corner hereof;

THENCE along a portion of a Northeast right of way line of said railroad, common with a portion of the Southwest line of said Tract No. 242-2 called 0.80 acre for the Southwest line hereof, N 25°26'41" W 10.00 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land



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Surveying) on a Northeast right of way line of said Burlington Northern & Santa Fe Railroad, being on a Southwest line of said Tract No. 242-2 called 0.80 acre for the West corner hereof;

THENCE along Northwest lines hereof, N 65°31'14" E 186.85 feet to an interior angle point hereof and N 64°12'34" E 121.08 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) on a Southwest right of way line of said State Highway No. 36 N. for the North corner hereof;

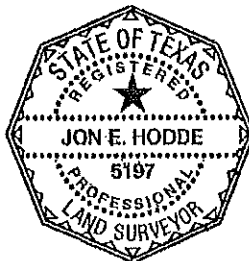
THENCE along a portion of a Southwest right of way line of said State Highway No. 36 N. for the Northeast line hereof, S 46°12'32" E 10.67 feet to the Place of Beginning and containing 0.071 acre of land within this easement.

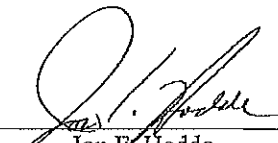
The bearings and coordinates stated herein are relative to the Texas State Plane Grid System, NAD-83 {2011}, Central Zone 4203, distances stated herein are ground distances. Convergence angle at N: 10,100,261.361 – E: 3,498,541.6709 is 1°-57'-44.83", Combined Scale Factor is 0.99994300. Distances and coordinates stated herein are U.S. Survey Feet.

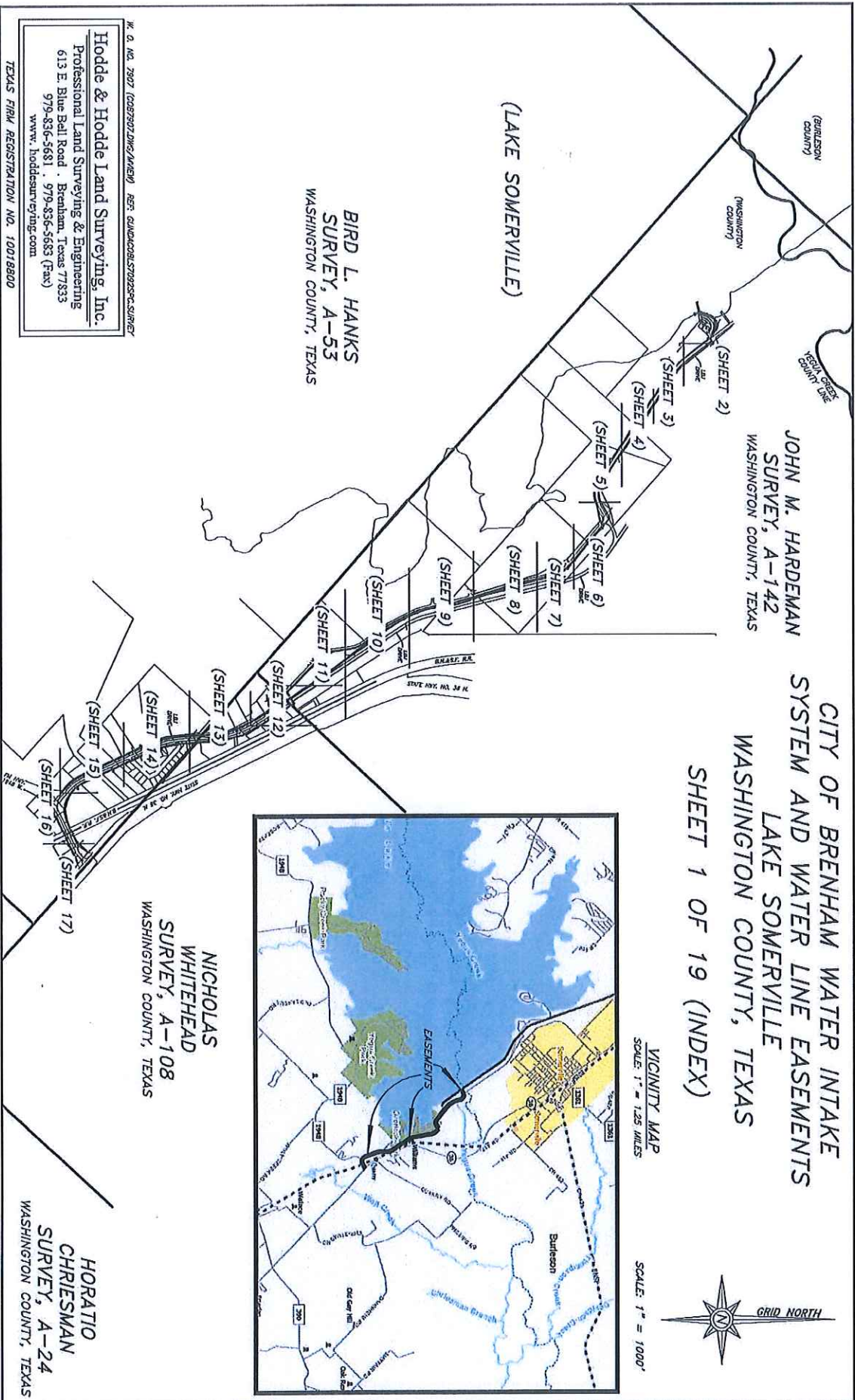
There was a separate survey map prepared in conjunction with this metes and bounds description.

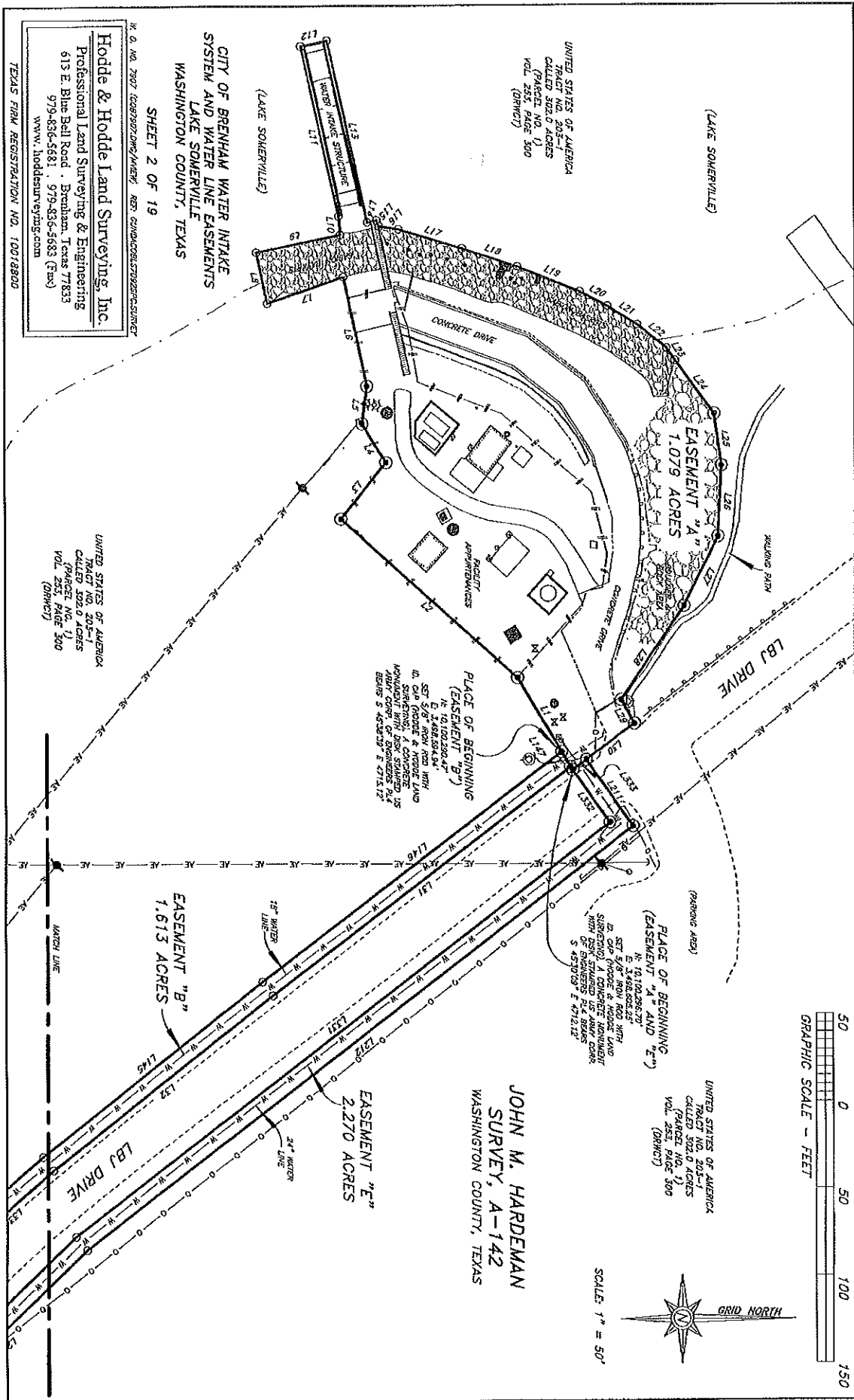
I, Jon E. Hodde, Registered Professional Land Surveyor No. 5197 of the State of Texas, do hereby certify that the foregoing legal description describing an easement containing 0.071 acre of land is true and correct in accordance with an actual survey made on the ground under my personal direction and supervision.

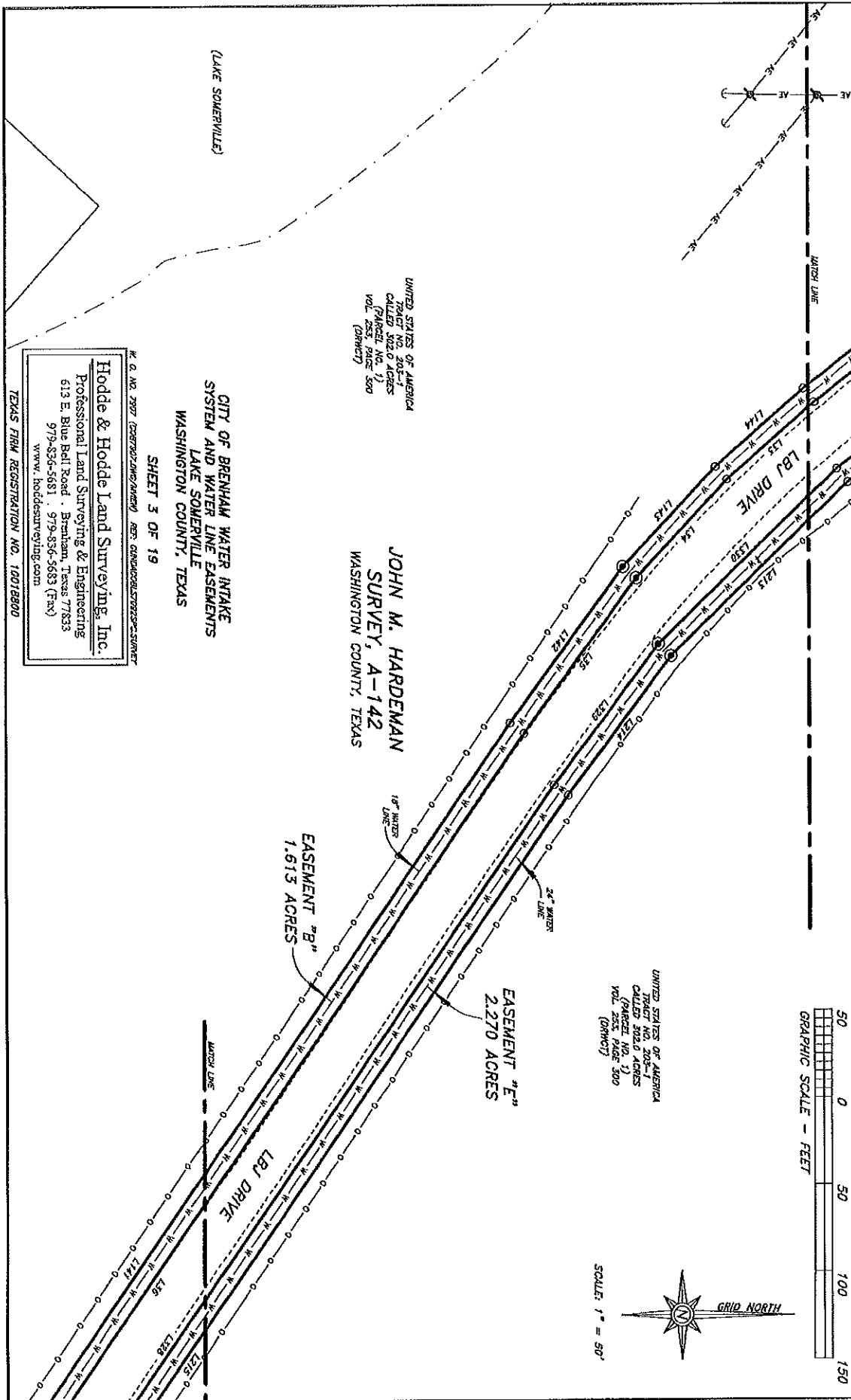
Dated this the 23rd day of February, 2022, A. D.




Jon E. Hodde
Registered Professional
Land Surveyor No. 5197







H. O. NO. 2927 (CONTRACT/NO. 142) REF. CONRAD/STORCK/SURVEY

Hodde & Hodde Land Surveying, Inc.
Professional Land Surveying & Engineering
613 E. Blue Bell Road · Brenham, Texas 77833
979-836-5681 · 979-836-5683 (Fax)
www.hoddesurveying.com

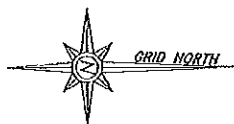
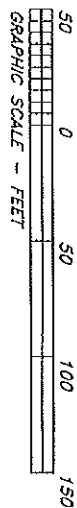
TEXAS FIRM REGISTRATION NO. 10018900

UNITED STATES OF
AMERICA
TRACT NO. 212
CALLED 20.0 ACRES
VOL. 247, PAGE 447
(DRWCT)

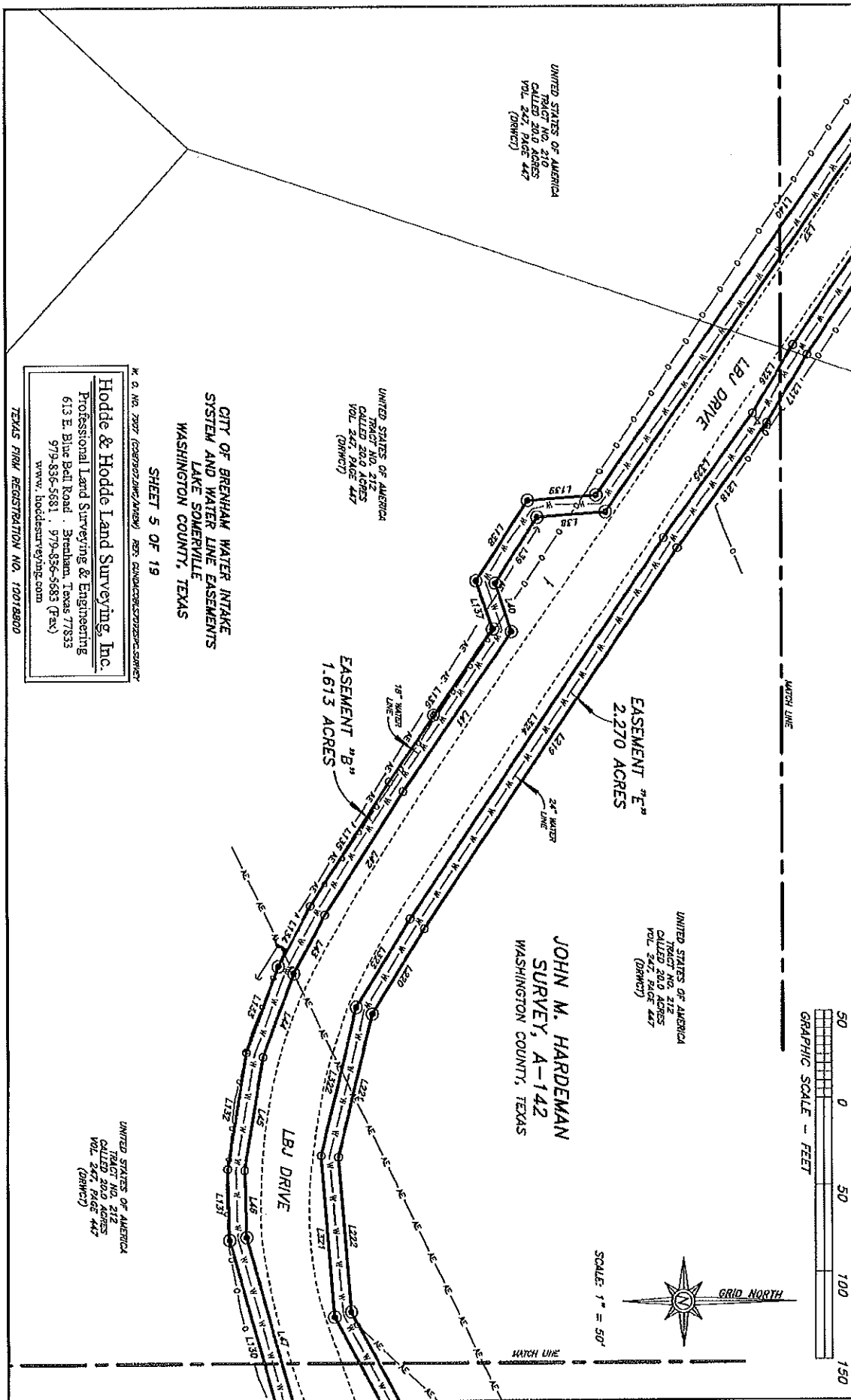
SHEET 4 OF 19

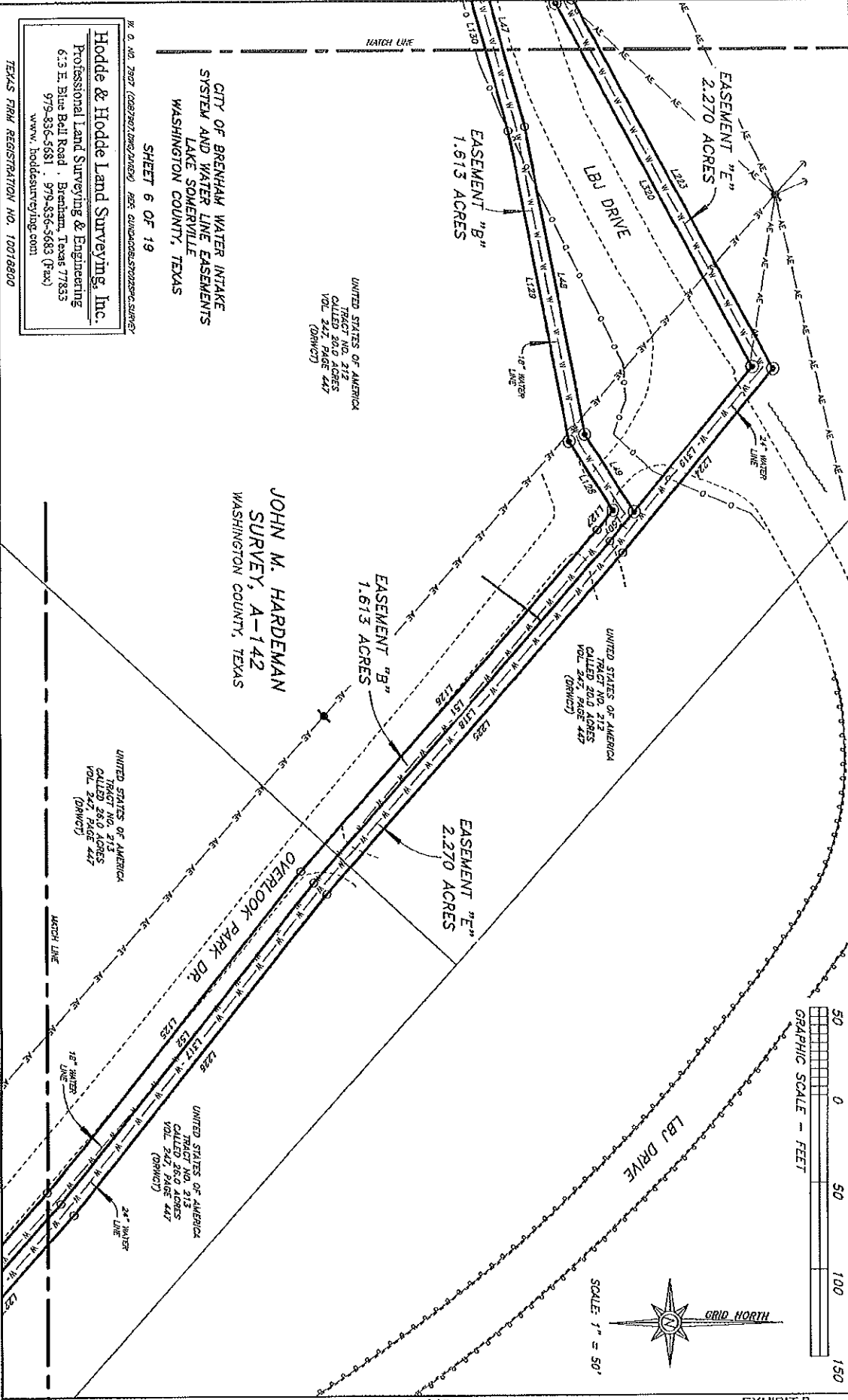
Hodde & Hodde Land Surveying, Inc.
Professional Land Surveying & Engineering
613 E. Blue Bell Road, Briham, Texas 77833
979-836-5681, 979-836-5683 (Fax)
www.hoddesurveying.com

TEXAS FIRM REGISTRATION NO. 10018800



SCALE: 1" = 50'





W. O. NO. 7507 (CORRECTION/AMEND) PER CHANDLER/PROGRESS SURVEY

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 613 E. Blue Bell Road, Brenham, Texas 77833
 979-836-5681 : 979-836-5683 (Fax)
 www.hoddesurveying.com

TEXAS FIRM REGISTRATION NO. 10018800

CITY OF BRENNHAM WATER INTAKE
 SYSTEM AND WATER LINE EASEMENTS
 LAKE SOMERVILLE
 WASHINGTON COUNTY, TEXAS

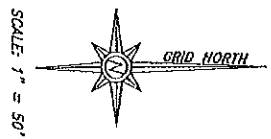
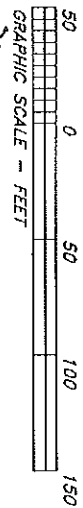
SHEET 6 OF 19

UNITED STATES OF AMERICA
 TRACT NO. 213
 CALLED 20.0 ACRES
 VOL. 247, PAGE 447
 (DRWG)

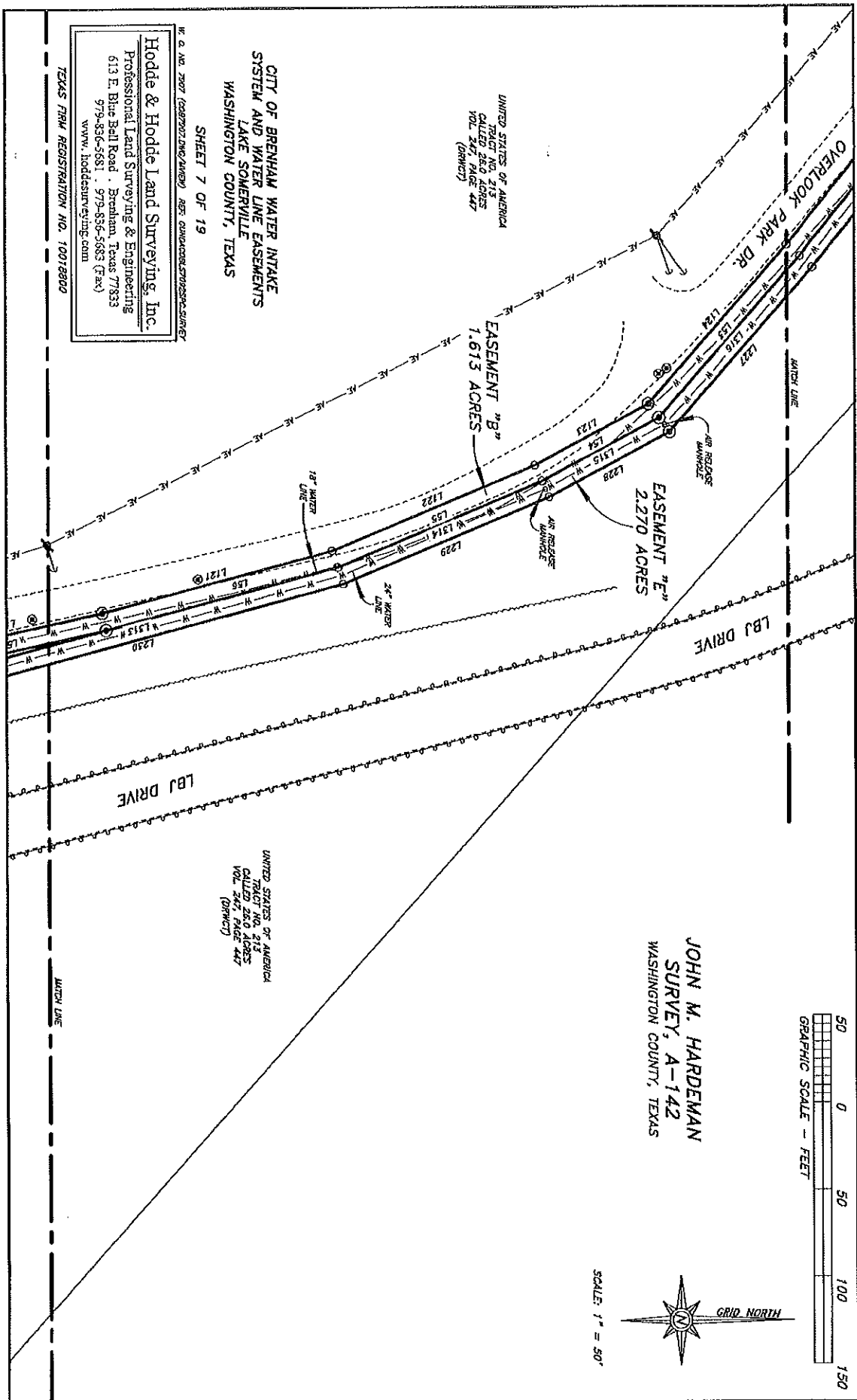
JOHN M. HARDEMAN
 SURVEY, A-142
 WASHINGTON COUNTY, TEXAS

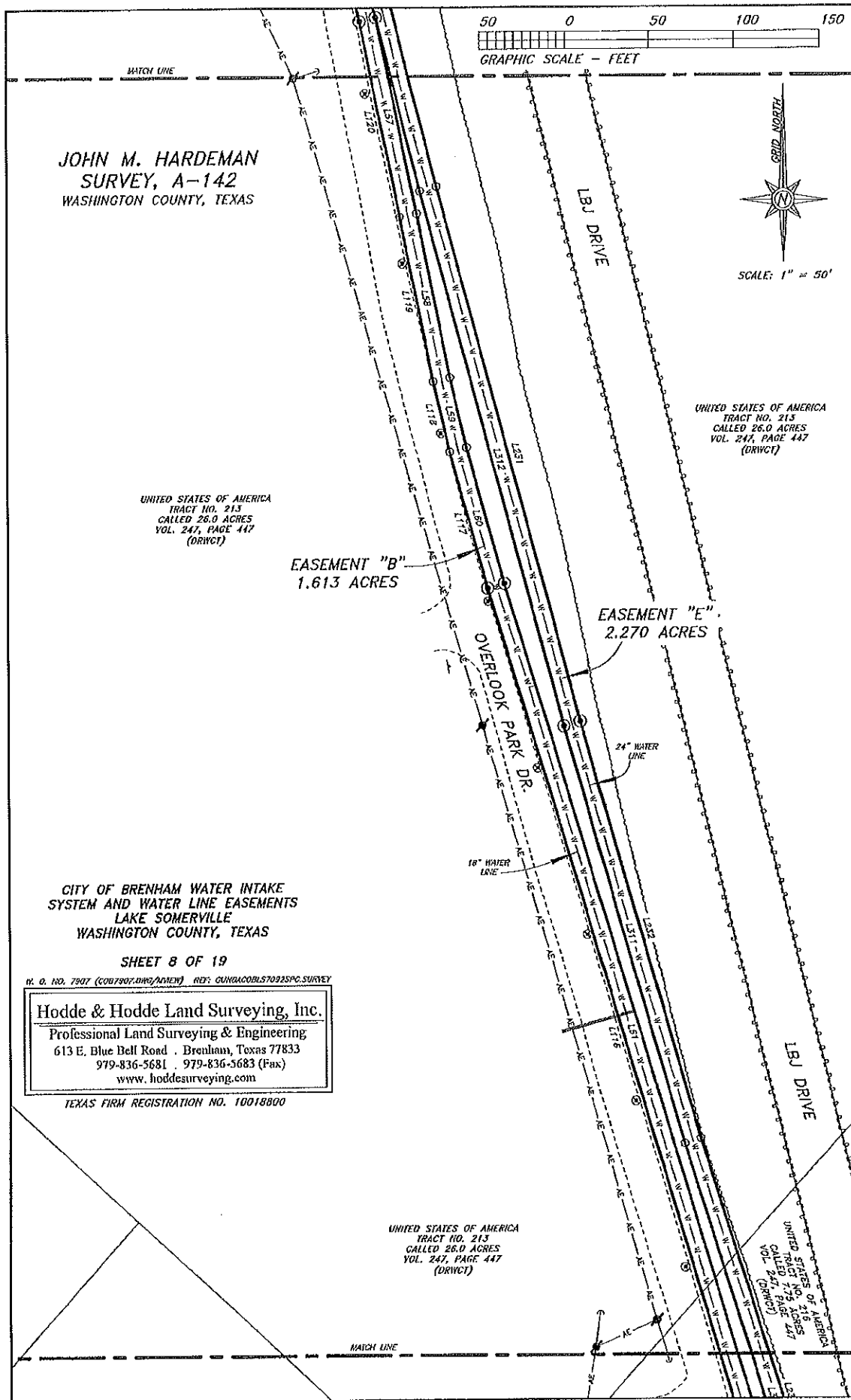
UNITED STATES OF AMERICA
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 VOL. 247, PAGE 447
 (DRWG)

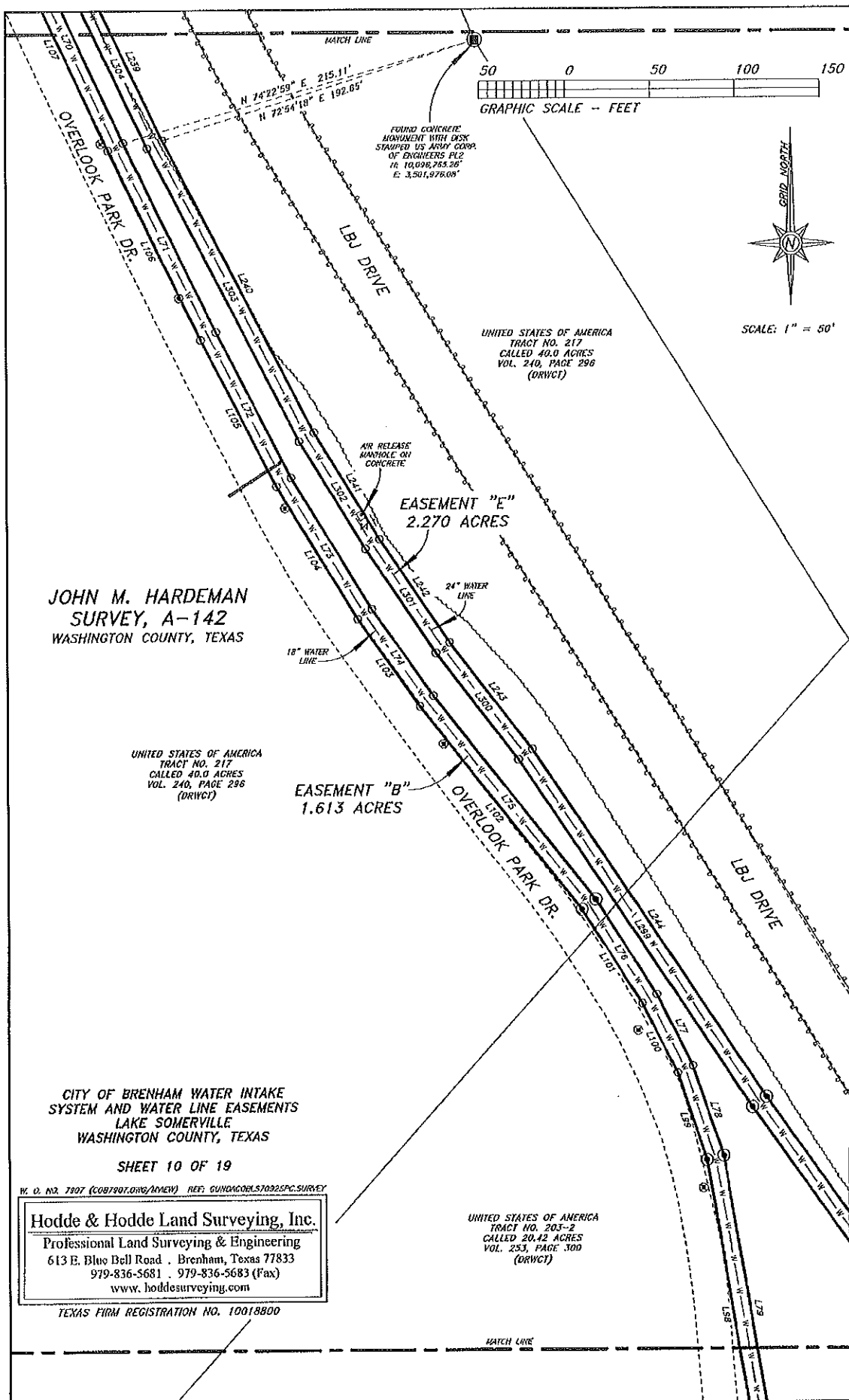
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 VOL. 247, PAGE 447
 (DRWG)

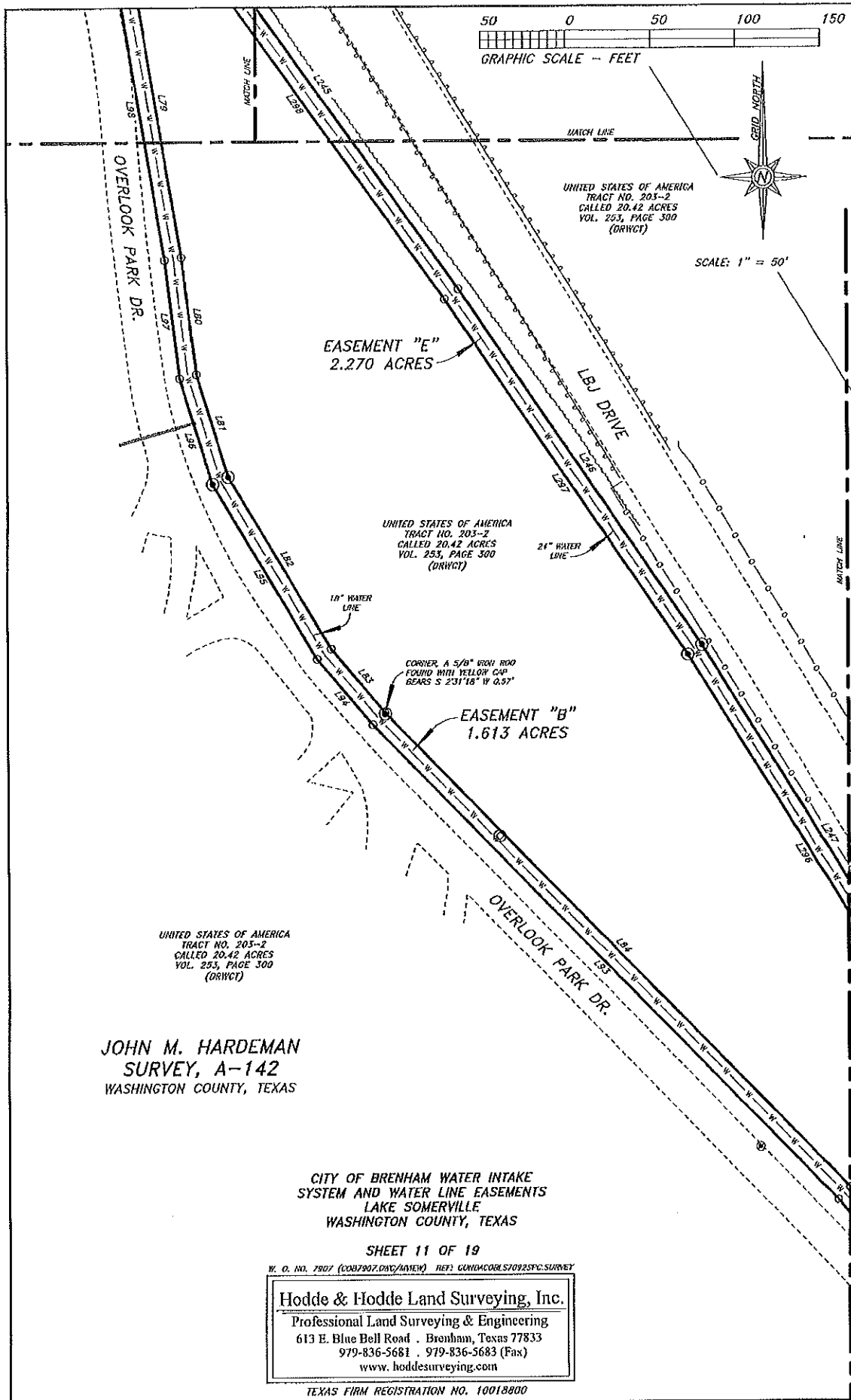


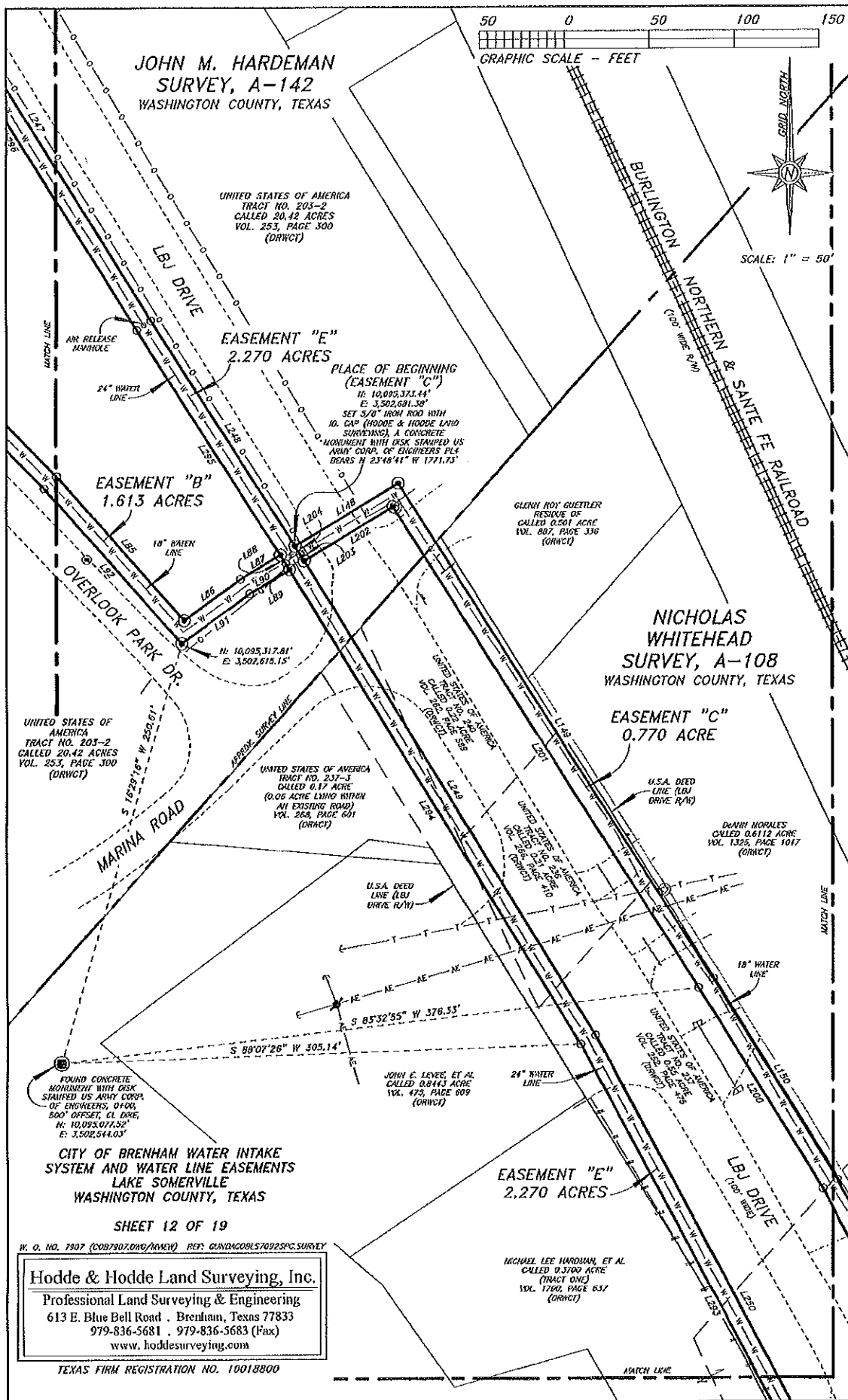
SCALE: 1" = 50'

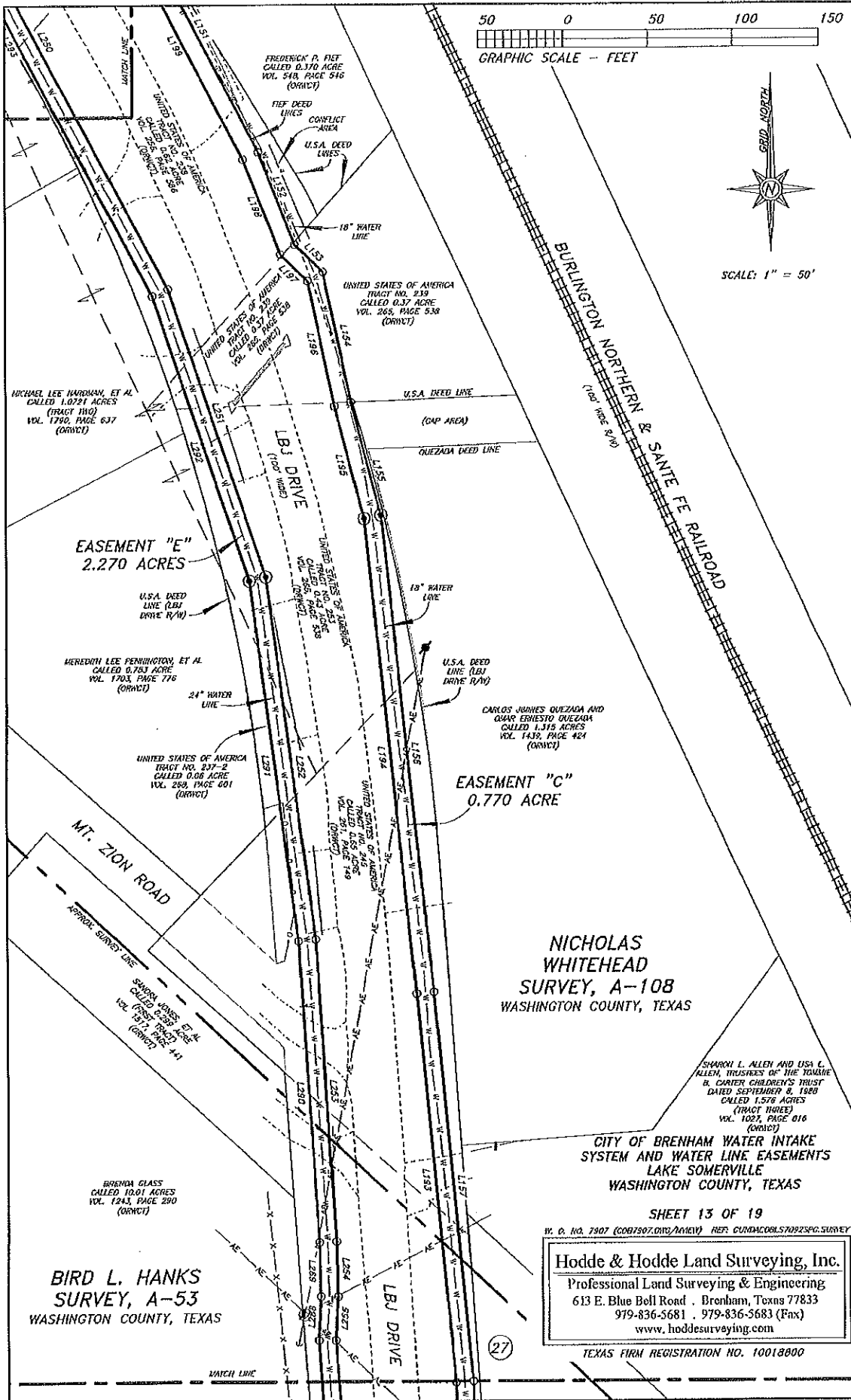


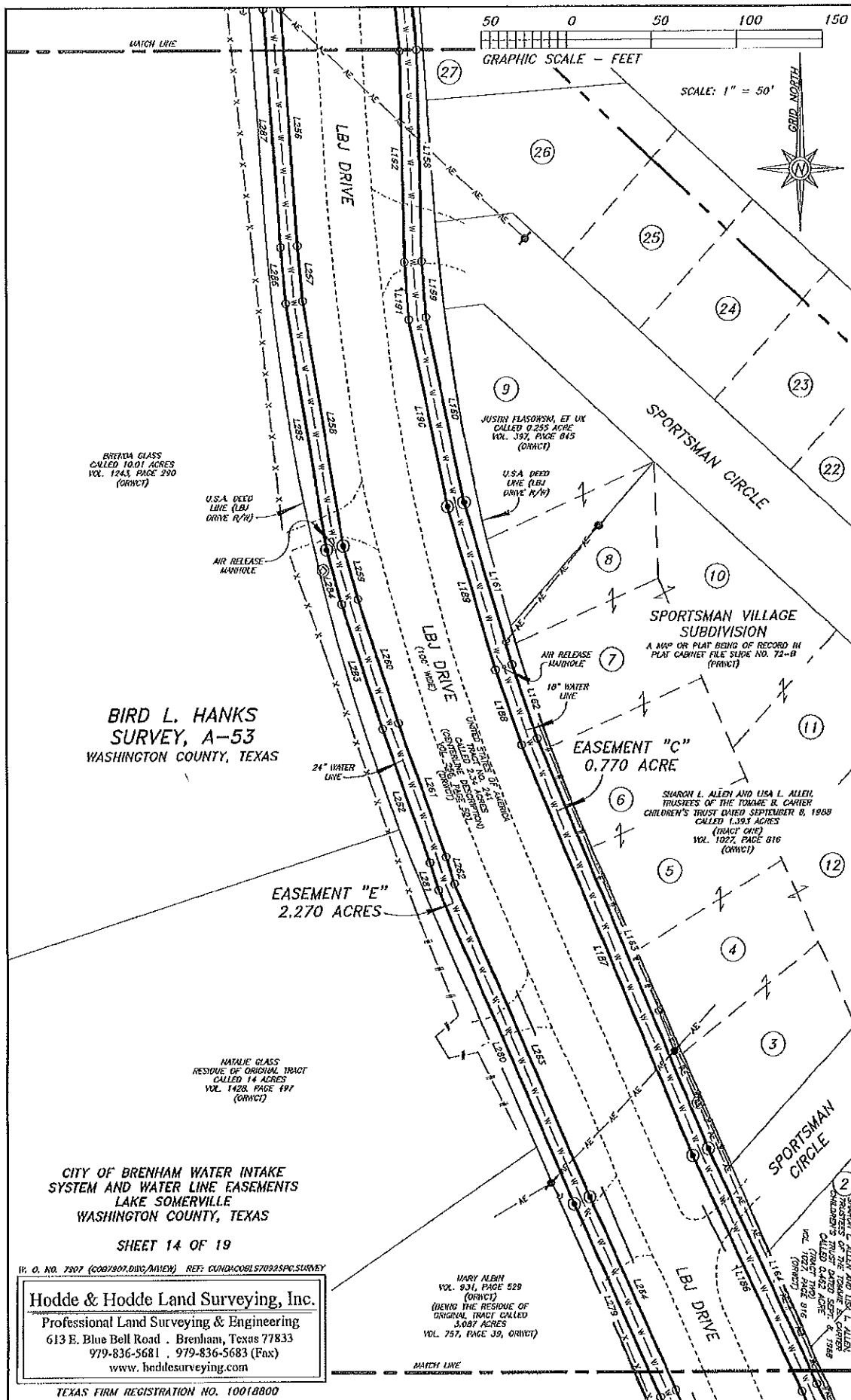


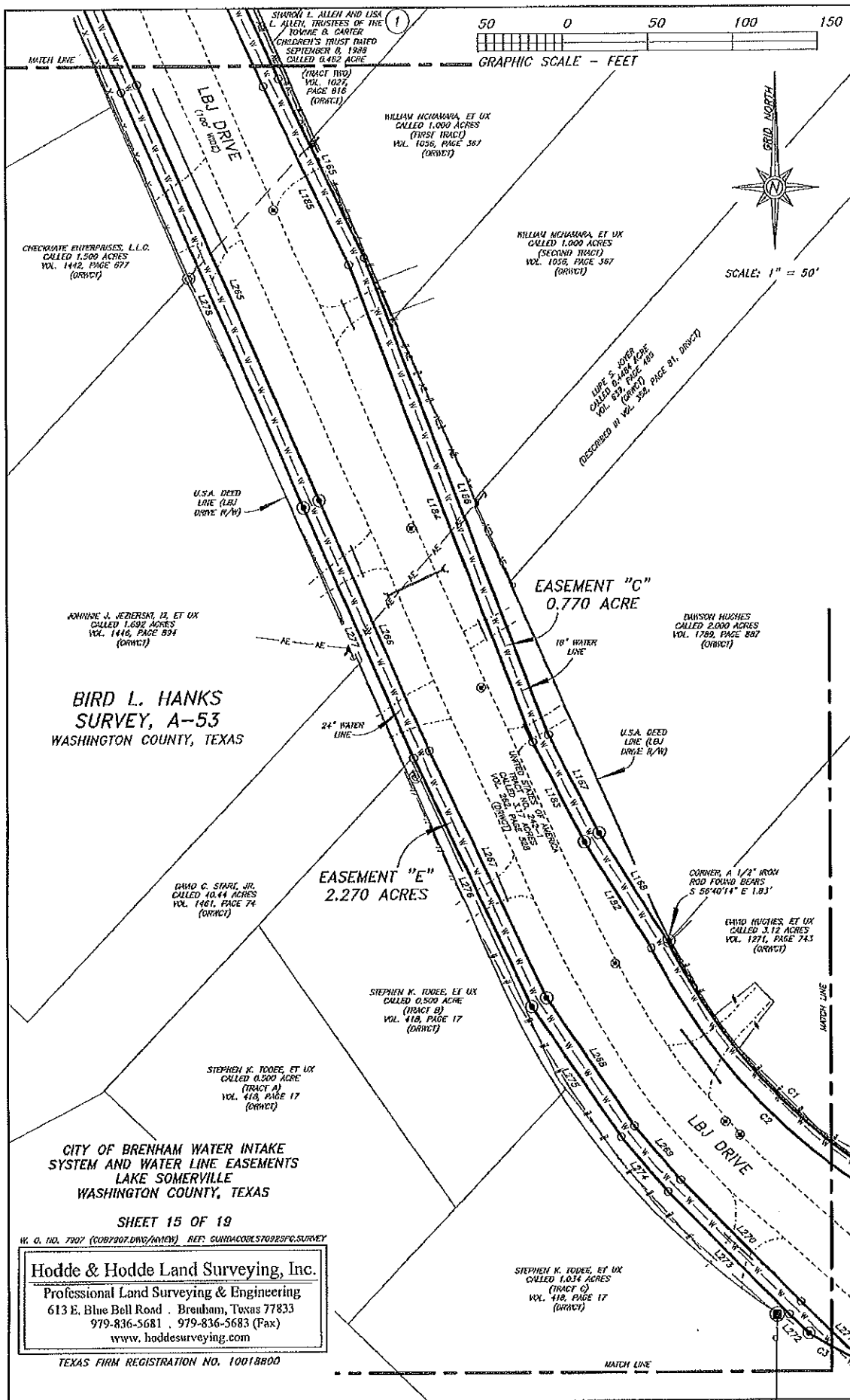


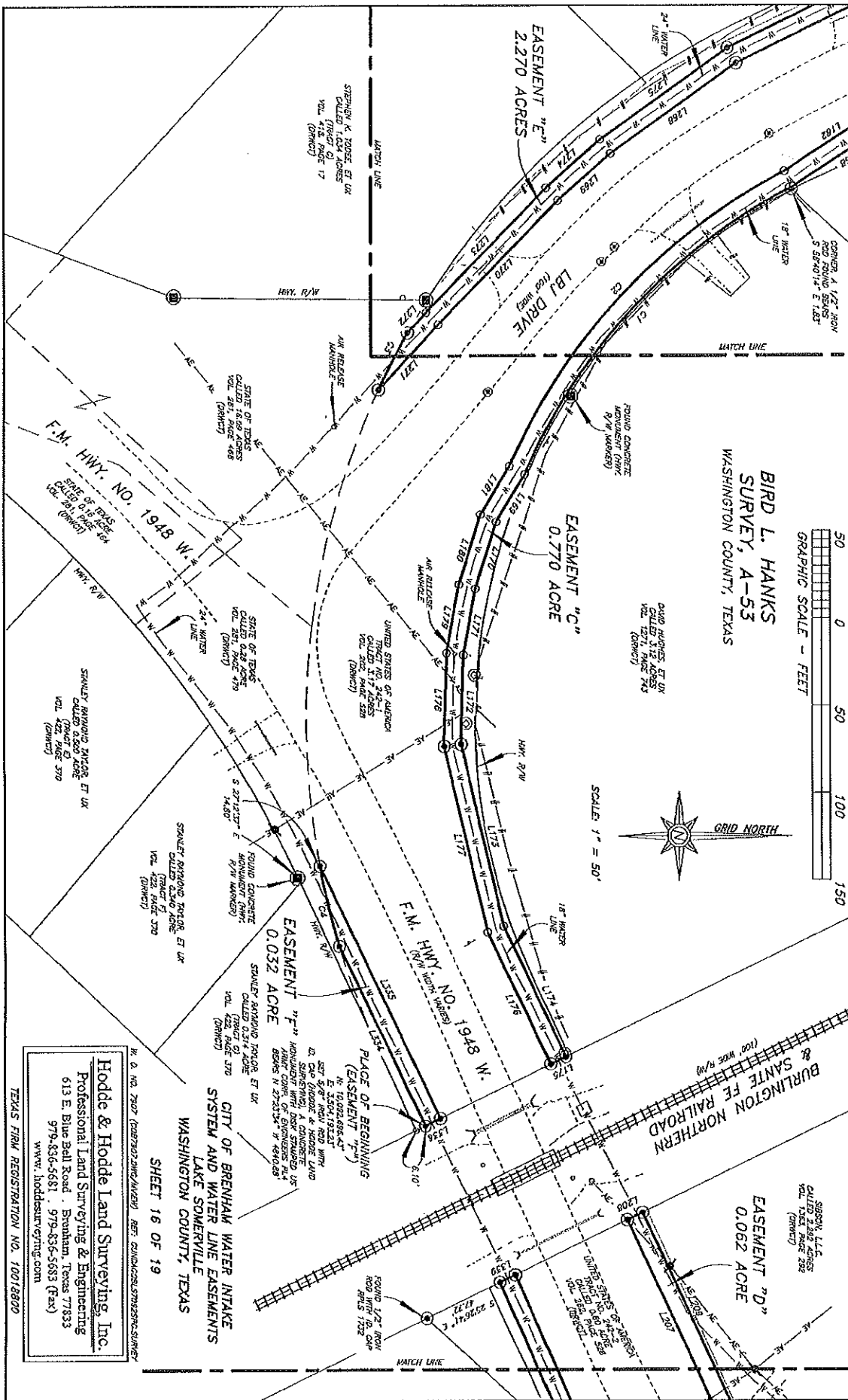












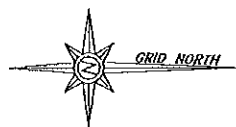
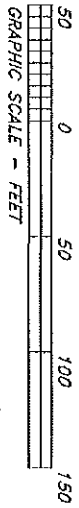
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TEXAS FIRM REGISTRATION NO. 10078800

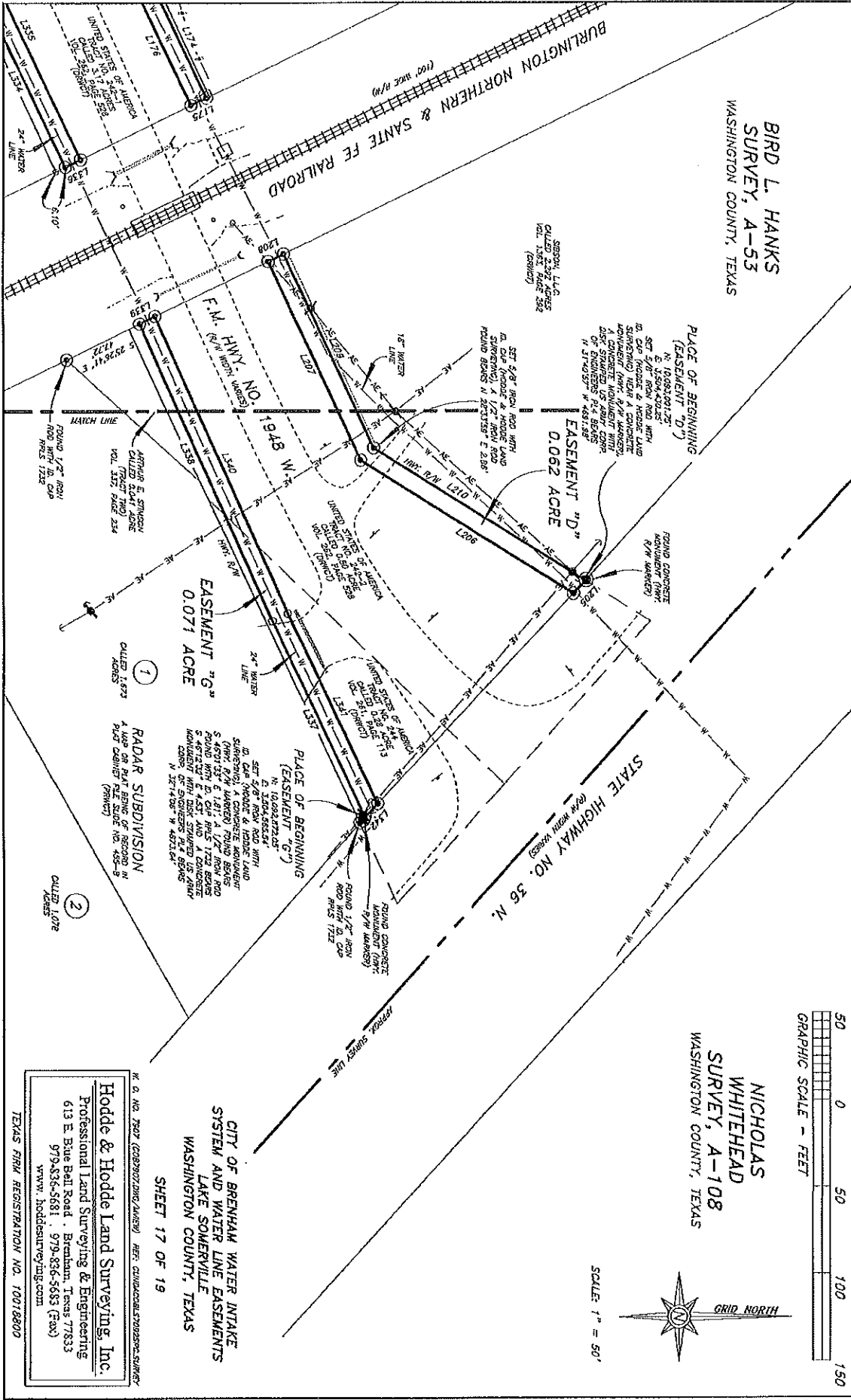
SHEET 16 OF 19

**BIRD L. HANKS
SURVEY, A-53
WASHINGTON COUNTY, TEXAS**

**NICHOLAS
WHITEHEAD
SURVEY, A-108
WASHINGTON COUNTY, TEXAS**



SCALE: 1" = 50'



H. & NO. 7502 (C039307280/ANBY) WFR: C039307280/ANBY
Hodde & Hodde Land Surveying, Inc.
 Professional Land Surveying & Engineering
 613 E. Blue Bell Road · Brenham, Texas 77833
 979-836-5681 · 979-836-5683 (Fax)
 www.hoddesurveying.com
 TEXAS FIRM REGISTRATION NO. 10018200

DEPARTMENT OF THE ARMY
EASEMENT FOR PIPELINE RIGHT-OF-WAY
LOCATED ON
SOMERVILLE LAKE
WASHINGTON COUNTY, TEXAS

THE SECRETARY OF THE ARMY under and by virtue of the authority vested in the Secretary by Title 10, United States Code, Section 2668, having found that the granting of this easement will be in the public interest and will not substantially injure the interests of the United States, hereby grants to City of Brenham, 200 West Vulcan, Brenham, Texas 77833, hereinafter referred to as the Grantee, an easement for (1) an 18-inch and 24-inch water transmission pipelines, (2) water pumping station, (3) water intake structure with approach channel, (4) overhead electric lines, (5) access from existing road, (6) underground 1-inch pipe and electrical conduit, (7) riprap stairway, (8) road for ingress and egress purposes, and (9) gabion structure; approximately 5.897 acres, hereinafter referred to as the Facilities, over, across, in and upon the lands of the United States as identified in **EXHIBITS A – MAP, B – SURVEY, and C – LEGAL DESCRIPTION**, hereinafter referred to as the Premises, and which are attached hereto and made a part hereof.

THIS EASEMENT is granted subject to the following conditions:

1. TERM

This easement is granted for a term of **fifty (50)** years, beginning **APRIL 12, 2022**, and ending **APRIL 11, 2072**.

2. CONSIDERATION

The consideration for this easement shall be the construction, operation, and maintenance of the water pipeline, water pumping station, and appurtenant facilities for the benefit of the general public and the United States in accordance with the terms and conditions hereinafter set forth.

3. NOTICES

All correspondence and notices to be given pursuant to this easement shall be addressed, if to the Grantee, to City of Brenham, Post Office Box 1059, Brenham, Texas 77833; and if to the United States, to the Real Estate Contracting Officer,

Attention: Real Estate Contracting Officer, CESWF-RE-M, Post Office Box 17300, Fort Worth, Texas 76102-0300, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "Real Estate Contracting Officer", or "said officer" shall include their duly authorized representatives. Any reference to "Grantee" shall include assignees, transferees and their duly authorized representatives.

5. SUPERVISION BY THE REAL ESTATE CONTRACTING OFFICER

The construction, operation, maintenance, repair or replacement of said Facilities, including culverts and other drainage Facilities, shall be performed at no cost or expense to the United States and subject to the approval of the Real Estate Contracting Officer, Fort Worth District, hereinafter referred to as said officer. Upon the completion of any of the above activities, the Grantee shall immediately restore the Premises to the satisfaction of said officer. The use and occupation of the Premises for the purposes herein granted shall be subject to such rules and regulations as said officer prescribes in writing from time to time.

6. APPLICABLE LAWS AND REGULATIONS

The Grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the Premises are located.

7. CONDITION OF PREMISES

The Grantee acknowledges that it has inspected the Premises, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the United States.

8. INSPECTION AND REPAIRS

The Grantee shall inspect the Facilities at reasonable intervals and immediately repair any defects found by such inspection or when required by said officer to repair any such defects.

9. PROTECTION OF GOVERNMENT PROPERTY

The Grantee shall be responsible for any damage that may be caused to property of the United States by the activities of the Grantee under this easement, and

shall exercise due diligence in the protection of all property located on the Premises against fire or damage from any and all causes. Any property of the United States damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the Grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

10. RIGHT TO ENTER

The right is reserved to the United States, its officers, agents, and employees to enter upon the Premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other material, except property of the Grantee, to flood the Premises and/or to make any other use of the lands as may be necessary in connection with government purposes, and the Grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

11. TRANSFERS AND ASSIGNMENTS

Without proper written approval by said Real Estate Contracting Officer, the Grantee shall neither transfer nor assign this easement or any part thereof nor grant any interest, privilege or license whatsoever in connection with this easement. The provisions and conditions of this easement shall extend to and be binding upon and shall inure to the benefit of the representatives, successors and assigns of the Grantee.

12. INDEMNITY

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property or injuries to the person of the Grantee's officers, agents, or employees or others who may be on the Premises at their invitation or the invitation of any one of them, and the Grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

13. SUBJECT TO EASEMENTS

This easement is subject to all other existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the Premises, provided that the proposed grant of any new easement or route will be coordinated with the Grantee, and easements will not be granted which will, in the opinion of said officer, interfere with the use of the Premises by the Grantee.

14. REQUIRED SERVICES

The Grantee shall furnish through said Facilities such services as may be required from time to time for governmental purposes, provided that payment for such service will be made by the United States at rates which shall be mutually agreeable but which shall never exceed the most favorable rates granted by the Grantee for similar service.

15. RELOCATION OF FACILITIES

In the event all or any portion of the Premises occupied by the said Facilities shall be needed by the United States, or in the event the existence of said Facilities is determined to be detrimental to governmental activities, the Grantee shall from time to time, upon notice to do so, and as often as so notified, remove said Facilities to such other location on the Premises as may be designated by said officer. In the event said Facilities shall not be removed or relocated within ninety (90) days after such notice, the United States may cause such relocation at the sole expense of the Grantee.

16. TERMINATION

This easement may be terminated by the Secretary upon 30 days written notice to the Grantee if the Secretary shall determine that the right-of-way hereby granted interferes with the use or disposal of said land by the United States, or it may be revoked by the Secretary for failure of the Grantee to comply with any or all of the conditions of this easement, or for non-use for a period of two (2) years, or for abandonment.

17. SOIL AND WATER CONSERVATION

The Grantee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said Premises at the beginning of or that may be constructed by the Grantee during the term of this easement, and the Grantee shall take appropriate measures to prevent or control soil erosion within the right-of-way herein granted. Any soil erosion occurring outside the Premises resulting from the activities of the Grantee shall be corrected by the Grantee as directed by said officer.

18. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties hereto shall protect the Premises against pollution of its air, ground and water. The Grantee shall comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the Premises is

specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this easement. The Grantee shall not discharge waste or effluent from the Premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The use of any pesticides or herbicides within the Premises shall be in conformance with all applicable Federal, state, interstate, and local laws and regulations. The Grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the Premises.

c. The Grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the Grantee's activities, the Grantee shall be liable to restore the damaged resources.

19. PHASE I ENVIRONMENTAL SITE ASSESSMENT

A Phase I Environmental Site Assessment (ESA), documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon, is attached hereto and made a part hereof as **EXHIBIT D**. Upon revocation or termination of this easement, another ESA shall be prepared which will document the environmental condition of the property at that time. A comparison of the two assessments will assist the said officer in determining any environmental restoration requirements. Any such requirements will be completed by the Grantee in accordance with the condition on **RESTORATION**.

20. HISTORIC PRESERVATION

The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains, or objects of antiquity. In the event such items are discovered on the Premises, the Grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

21. NON-DISCRIMINATION

a. The Grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin or religion.

b. The Grantee shall not discriminate against any person or persons or exclude them from participation in the Grantee's operations, programs or activities because of race, color, religion, sex, age, handicap or national origin in the conduct of operations

on the Premises. The Grantee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

22. RESTORATION

On or before the termination or revocation of this easement, the Grantee shall, without expense to the United States and within such time as said officer may indicate, restore the Premises to the satisfaction of said officer. In the event the Grantee shall fail to restore the Premises, at the option of said officer, said improvements shall either become the property of the United States without compensation therefore, or said officer shall have the option to perform the restoration at the expense of the Grantee, and the Grantee shall have no claim for damages against the United States or its officers or agents for such action.

23. DISCLAIMER

This instrument is effective only insofar as the rights of the United States in the Premises are concerned; and the Grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity for obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. § 403), Section 404 of the Clean Water Act (33 U.S.C. § 1344), Section 408 (33 U.S.C. § 408) or any other permit or license which may be required by Federal, state, interstate or local laws in connection with the use of the Premises.

24. DETERMINATION REGARDING EXECUTIVE ORDER 13658

a. It has been determined this contract is not subject to Executive Order 13658 or the regulations issued by the Secretary of Labor in 29 CFR Part 10 pursuant to the Executive Order.

b. If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suites, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

25. DETERMINATION REGARDING EXECUTIVE ORDER 13706

It has been determined this contract is not subject to Executive Order 13706 or the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order.

26. ADDED CONDITIONS

a. All excess excavated material not used for backfill shall be removed from the flood pool (elevation 258 msl). The material may be placed on reservoir land at the discretion of the Reservoir Manager.

b. Cofferdam material proposed to be salvaged and stockpiled after job completion shall not be placed on Government land.

c. The handrail for the concrete stairway shall extend the entire reach of the stairs.

d. Section 404 permit conditions are to be complied with prior to commencement of work.

e. The low point of sag shall be maintained according to the current edition of the National Electric Code (NEC) and National Electric Safety Code (NESC).

f. Notwithstanding any other provisions of this easement, the exercise of privileges hereby granted is subject to the right of the general public to use project land and waters for recreation and commercial or other forms of navigation and/or transportation. It shall be the sole responsibility of the Grantee to maintain, operate, alter, and relocate its facilities as necessary, to assure the safety of such navigational and/or vehicular traffic. The Grantee shall hold the United States harmless from any and all claims for damages to property or for injury to persons arising from or incidental to such navigational and/or vehicular traffic.

THIS EASEMENT is not subject to Title 10, United States Code, Section 2662, as amended.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the
Secretary of the Army this _____ day of _____, 2022.

Lee A. Flannery
Deputy Chief, Real Estate Division
Real Estate Contracting Officer

THIS EASEMENT is also executed by the Grantee this _____ day of
_____, 2022.

City of Brenham

Signature

Title

ACKNOWLEDGMENT

STATE OF TEXAS

§

§ SS.

COUNTY OF TARRANT

§

On this _____ day of _____, 2022, before me, the undersigned officer, personally appeared within named _____, _____, United States Army Corps of Engineers, Fort Worth District, on behalf of the United States of America, and known to me to be the person whose name is subscribed to the foregoing instrument by virtue of the above-cited authority and acknowledged to me that he executed the same in such capacity for the purposes and consideration therein expressed.

Given under my hand and seal this _____ day of _____, 2022.

Notary Public, State of Texas

My Commission Expires: _____

Printed Name: _____

STATE OF TEXAS

§

§ SS.

COUNTY OF _____

§

On this _____ day of _____, 2022, before me, the undersigned officer, personally appeared _____, known to me to be the person described in the foregoing instrument, who acknowledged that he executed the same in the capacity therein stated and for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public, State of Texas

My Commission Expires: _____

Printed Name: _____

CERTIFICATE OF AUTHORITY

I, _____ (Name), certify that I am the
_____ (Title) of **City of Brenham**, named as the Grantee herein;
and that _____ (signator of outgrant), who signed the foregoing
instrument on behalf of the Grantee, was then _____ (title of signator
of outgrant) of **City of Brenham**. I further certify that the said officer was acting within
the scope of powers delegated to this governing body of the Grantee in executing said
instrument.

City of Brenham

Date

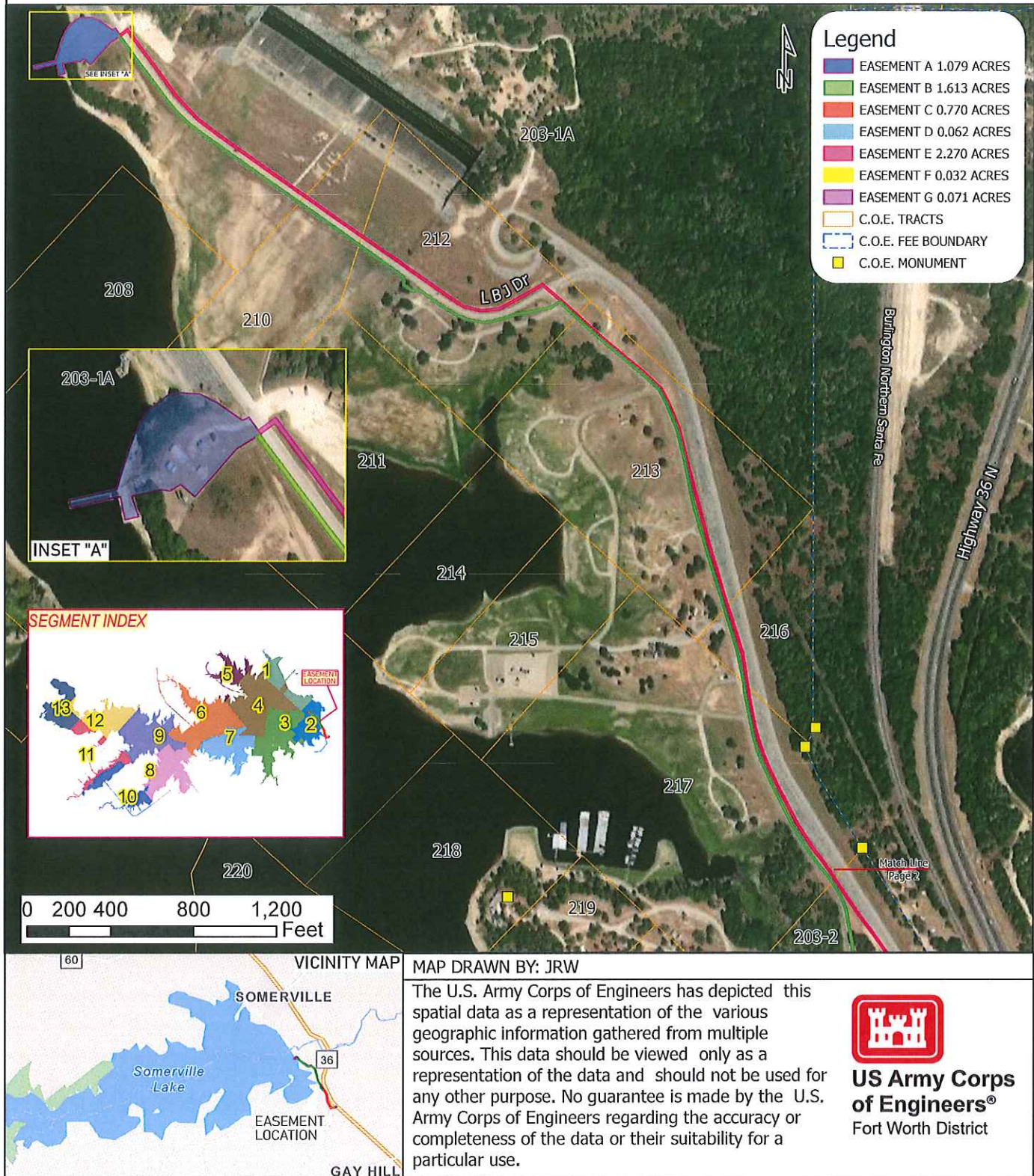
Authorized Representative

Title

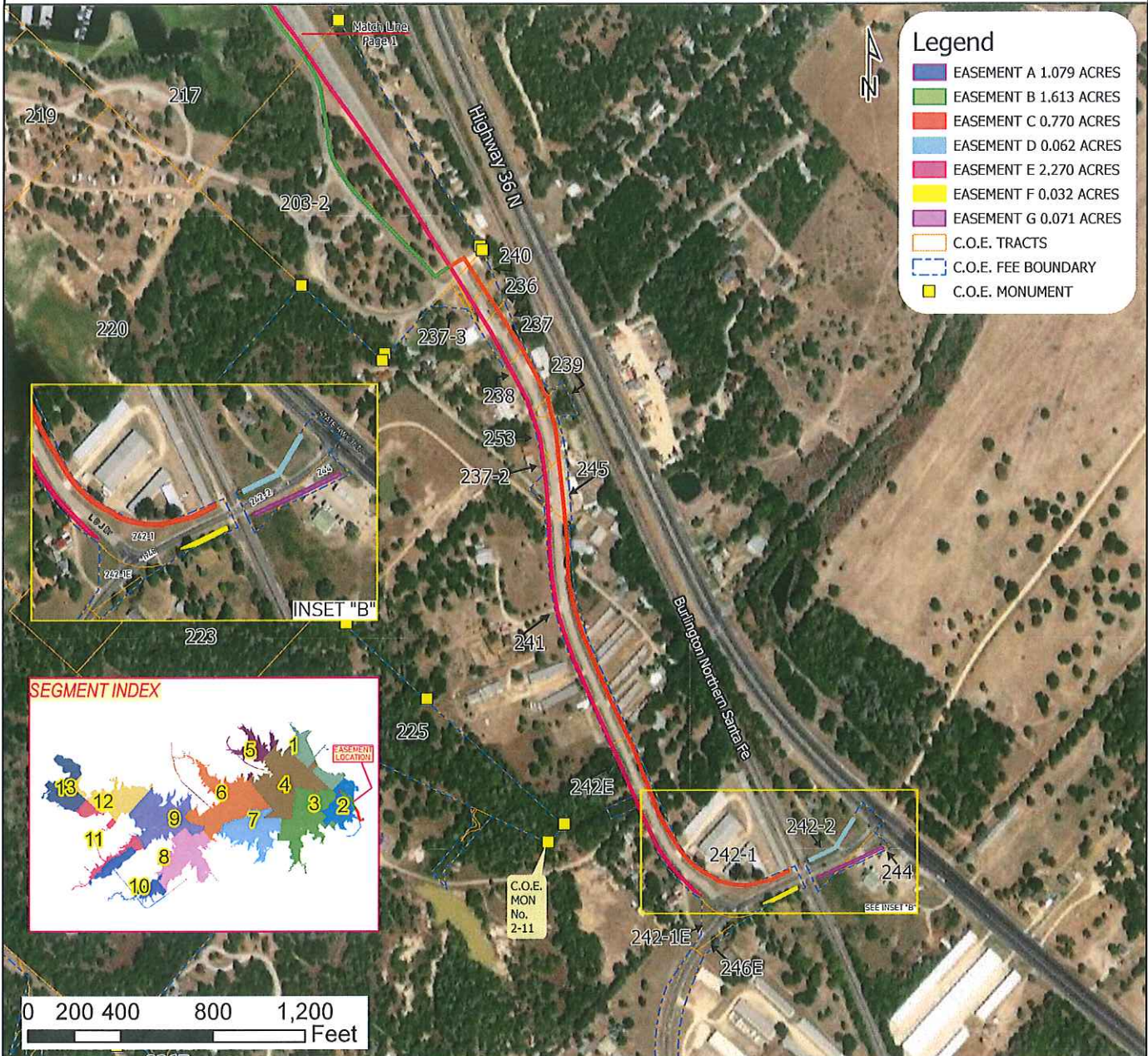
AFFIX COMPANY SEAL

NOTE: This form certifies that the person signing the attached instrument has the authority to do so. The signature of the Secretary/Attesting Officer and the individual signing the attached instrument cannot be the same person.

EASEMENT FOR WATER LINES, PUMPING STATION AND APPURTENANT FACILITIES
SOMERVILLE LAKE
CAPITOL REGIONAL PROJECT, WASHINGTON COUNTY, TEXAS



EASEMENT FOR WATER LINES, PUMPING STATION AND APPURTENANT FACILITIES
SOMERVILLE LAKE
CAPITOL REGIONAL PROJECT, WASHINGTON COUNTY, TEXAS



MAP DRAWN BY: JRW

The U.S. Army Corps of Engineers has depicted this spatial data as a representation of the various geographic information gathered from multiple sources. This data should be viewed only as a representation of the data and should not be used for any other purpose. No guarantee is made by the U.S. Army Corps of Engineers regarding the accuracy or completeness of the data or their suitability for a particular use.



US Army Corps of Engineers®
Fort Worth District



Regular City Council
AGENDA ITEM 16.

Agenda Item: Section 551.071 Texas Government Code - Consultation with Attorney - Consultation with City Attorney Regarding Aviators Plus, LLC v. City of Brenham, Texas; Cause No. 37896; 21st Judicial District Court, Washington County, Texas

Meeting Type: Regular Meeting-November 03, 2022

Department: Administration

Staff Contact: Carolyn Miller

SUMMARY STATEMENT:

To be discussed in Executive Session.

ATTACHMENTS:

None

RECOMMENDED ACTION:

No action - Executive Session discussion only.



Regular City Council
AGENDA ITEM 17.

Agenda Item: Section 551.071 Texas Government Code - Consultation with Attorney - Consultation with City Attorney Regarding Legal Issues Concerning the City of Brenham Lake Somerville Raw Water Intake Structure, the Federal Emergency Management Agency, and Associated Matters

Meeting Type: Regular Meeting-November 03, 2022

Department: Administration

Staff Contact: Carolyn Miller

SUMMARY STATEMENT:

To be discussed in Executive Session.

ATTACHMENTS:

None

RECOMMENDED ACTION:

No action - Executive Session discussion only.



Regular City Council
AGENDA ITEM 18.

Agenda Item: **Section 551.086 - Texas Government Code - Utility Competitive Matters - City of Brenham Gas Utility System -Gas Supply and Transportation Arrangements and Agreements, and Associated Matters**

Meeting Type: Regular Meeting-November 03, 2022

Department: Administration

Staff Contact: Carolyn Miller

SUMMARY STATEMENT:

To be discussed in Executive Session.

ATTACHMENTS:

None

RECOMMENDED ACTION:

No action - Executive Session discussion only.