



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, OCTOBER 19, 2023 AT 1:00 P.M.
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 Albert Wright**
- 3. Proclamations**
 - **Paint the Town Pink**
 - **Washington County READ**
- 4. Special Recognition**
 - **Tiwanna Brown, Municipal Court Administrator**
- 5. Citizen Comments**

CONSENT AGENDA

- 6. Statutory Consent Agenda**

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

 - 6-a. Approve the Minutes from the September 7, 2023 Regular City Council Meeting, the September 18, 2023 Special Workshop Meeting, the September 21, 2023 Regular City Council Meeting, and the October 2, 2023 Special Meeting**
 - 6.b. Approve the Ratification of the Submission of an Airport Terminal Program (ATP) Grant Application to the Federal Aviation Administration (FAA) for Qualified Infrastructure Improvements at the Brenham Municipal Airport and Authorize the City Manager to Execute Any Necessary Documentation**

- 6.c. Approve Ordinance No. O-23-026 on Its Second Reading Amending the Rate Tariff Schedule for the City of Brenham's Water Rates**
- 6.d. Approve Ordinance No. O-23-027 on Its Second Reading Amending the Rate Tariff Schedule for the City of Brenham's Electric Rates**
- 6.e. Approve Resolution No. R-23-037 Authorizing the Execution of an Agreement with TXDOT for the Temporary Closure of State Right-Of-Way in Connection with the 2023 Lighted Christmas Parade to be Held on Saturday, December 2, 2023**
- 6.f. Approve Amendment No. 1 to the Professional Services Agreement Between the City of Brenham and Strand Associates, Inc., In An Amount Not To Exceed \$3,500.00 Related to the 2023 Brenham Business Center Sanitary Sewer Extension (Project No. 65C-56C) and Authorize the Mayor to Execute Any Necessary Documentation**
- 6-g. Approve Change Order No. 2 for Project No. 2021-06-B to D&S Contracting, Inc. in the Amount of \$5,854.00 for the 2022 Sanitary Sewer Improvements - Stone Hollow Force Main and Ralston Creek Gravity Sewer Crossing and Authorize the Mayor to Execute Any Necessary Documentation**
- 6-h. Approve Change Order No. 1 for Project No. 64C-68C to Capital Underground Utilities, LLC in the Amount of -\$34,218.00 for the ARPA Air Release Valves on the Raw Water Main (Lake Line) and Authorize the Mayor to Execute Any Necessary Documentation**
- 6.i. Approve the Appointment of Cyndee Smith to the City of Brenham's Planning and Zoning Commission for an Unexpired Term Ending December 31, 2023 and Authorize the Mayor to Execute Any Necessary Documentation**

WORK SESSION

- 7. Presentation and Update on the Smithsonian's Museum on Main Street Program**

REGULAR SESSION

- 8. Discuss and Possibly Act Upon Ordinance No. O-23-028 on Its Second Reading Amending Appendix A – Zoning of the Code of Ordinances of the City Brenham in Washington County, Texas (Case No, P-23-026) to Include:**
 - a. Revision of the Permitted and Specific Use Provisions of the R-2 (Mixed Residential) Zoning District Found in Part 2, Division 2, Sections 1 and 2 Respectively;**
 - b. Deletions to Part 2, Division 1, Section 11 – Performance Standards; and**
 - c. Deletions to Part IV, Division 2, Section 2 Pertaining to Conditions on Variances**

9. **Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending Appendix A – Zoning of the Code of Ordinances of the City Brenham in Washington County, Texas (Case No, P-23-026) to Include:**
 - a. **Revision of the Specific Use Provisions for the R-1 (Single Family Residential) Zoning District Found in Part 2, Division 2, Sections 1 and 2**
10. **Discuss and Possibly Act Upon RFP No. 23-009 Related to Restroom and Locker Room Improvements at the Blue Bell Aquatic Center and Authorize the Mayor to Execute any Necessary Documentation**
11. **Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending the City of Brenham’s FY2023-24 Adopted Budget**
12. **Discuss and Possibly Act Upon the Purchase of a Freightliner Dump Truck for the City of Brenham’s Wastewater Construction Department Through The Interlocal Purchasing System (TIPS) and Authorize the Mayor to Execute Any Necessary Documentation**
13. **Discuss and Possibly Act Upon a Financing Proposal from Bank of Brenham for the Purchase of a Freightliner Dump Truck for the City of Brenham’s Wastewater Construction Department and Authorize the Mayor to Execute Any Necessary Documentation**
14. **Discuss and Possibly Act Upon a Temporary Resale Amendment to the System Water Availability Agreement Between the City of Brenham and Brazos River Authority for the Temporary Resale of Water and Authorize the Mayor to Execute Any Necessary Documentation**
15. **Discuss and Possibly Act Upon a Water Supply Resale Agreement Between the City of Brenham and the Dow Chemical Company Related to the Temporary Resale of Water and Authorize the Mayor to Execute Any Necessary Documentation**
16. **Discuss and Possibly Act Upon Resolution No. R-23-038 Setting A Public Hearing to Consider Land Use Assumptions and a Capital Improvement Plan for the Possible Adoption of Impact Fees**
17. **Discuss and Possibly Act Upon an Interlocal Agreement Between the City of Bryan, City of College Station, City of Brenham, Brazos County, Washington County, Burleson County, Madison County, Grimes County, and Texas A&M University Relating to the Operation and Maintenance of the Brazos Valley Wide Area Communications System (BVWACS) and Authorize the Mayor to Execute Any Necessary Documentation**
18. **Discuss and Possibly Act Upon the Third Restatement of the Interlocal Agreement for the Construction, Acquisition, Implementation, Operation and Maintenance of the Brazos Valley Wide Area Communications System (BVWACS) and Authorize the Mayor to Execute Any Necessary Documentation**

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.

EXECUTIVE SESSION

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

20. 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

21. Section 551.071 Texas Government Code - Consultation with Attorney - Consultation with City Attorney Regarding Victor Martinez v. Arch-Con Corporation and City of Brenham, Texas; Cause No. 38137; 335th Judicial District Court, Washington County, Texas

RE-OPEN REGULAR SESSION

Adjourn

CERTIFICATION

I certify that a copy of the October 19, 2023 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, Brenham, Texas on Monday, October 16, 2023 at 10:15am.

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 was removed by me from the City Hall bulletin board on the _____ day of _____, 2023 at _____ AM/PM.

Signature

Title

PROCLAMATION

WHEREAS, One in eight women will be diagnosed with breast cancer in their lifetime and 43,250 will lose their life to breast cancer this year: and

WHEREAS, Breast cancer is the second most commonly diagnosed form of cancer for women in the United States and remains the second leading cause of cancer death among American women; and

WHEREAS, Mammography, an “x-ray of the breast,” is recognized as the single most effective method of detecting breast changes long before physical symptoms can be seen or felt. Early detection and improved treatment is believed to have significantly reduced the number of deaths caused by breast cancer; and

WHEREAS, Researchers, scientists, and numerous nonprofit organizations, are dedicated to discovering the cure for breast cancer. During the month of October, we acknowledge the extraordinary commitment and effort invested in this cause; and

WHEREAS, We recognize that over two and a half million Americans are breast cancer survivors that give us hope of a better future.

WHEREAS, Baylor Scott & White – The Brenham Clinic calls upon all citizens to observe this day by wearing the color pink along with participating in appropriate programs, activities and ceremonies:

NOW THEREFORE , I, Atwood C. Kenjura, Mayor of the City of Brenham, do hereby proclaim Thursday , October 12, 2023 as

PAINT THE TOWN PINK

Atwood C. Kenjura
Mayor

PROCLAMATION

- WHEREAS** A community read program encourages reading by having all involved read the same book, and
- WHEREAS** Lifetime Learning, a group of volunteers who have been bringing outstanding speakers and classes to the Washington County area since 2002, has proposed a fifteenth annual Washington County READ, and
- WHEREAS** On November 14 at 5:30 p.m., Lifetime Learning and Unity Theatre will hold a free community reception, dramatic reading by Unity Theatre actors, remarks and book-signing by William Kent Krueger, a New York Times best-selling and award-winning author, and
- WHEREAS** This endeavor has the support of Unity Theatre, Brenham Independent School District, The Book Nook, Nancy Carol Roberts Memorial Library, Washington County Chamber of Commerce, and many individuals and businesses in the community, and
- WHEREAS** During the Washington County READ, which begins October 16 and concludes November 17, all residents of Washington County are encouraged to read *THIS TENDER LAND*, which is a magnificent novel about four orphans on a life-changing odyssey during the Great Depression, and
- WHEREAS** It is right and just for the members of the Brenham City Council and the residents of Washington County to join together to applaud the Lifetime Learning volunteers for their dedication to service and their commitment to encourage reading,

NOW, THEREFORE I, Atwood C. Kenjura, Mayor of the City of Brenham, do hereby proclaim October 16 through November 17 as

WASHINGTON COUNTY READ MONTH

Atwood C. Kenjura
Mayor

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on September 7, 2023 beginning at 1:00 p.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members Present:

Mayor Atwood C. Kenjura
Mayor Pro Tem Clint Kolby
Councilmember Shannan Canales
Councilmember Leah Cook
Councilmember Dr. Paul F. LaRoche, III
Councilmember Adonna Saunders
Councilmember Albert Wright

Members Absent:

None

City of Brenham Staff present:

City Manager Carolyn Miller, City Secretary/Director of Administrative Services Jeana Bellinger, Robin Hutchens, General Manager of Public Utilities Debby Gaffey, Assistant General Manager of Public Utilities Alton Sommerfield, Shawn Bolenbarr, Director of Finance Stacy Hardy, Strategic Budget Officer Tim McRoberts, Jessica Perez, Director of HR and Risk Management Susan Nienstedt, Fire Chief Roger Williams, Assistant Police Chief Lloyd Powell, Kelvin Raven, Alex Seanz, Ashley Batson, Tina Bruno, Jean Luera, Public Works Director Dane Rau, Casey Redman, Brian Smith, Bubba Herrin, Colton Colbert, Stephen Nittsche, Development Services Director Stephanie Doland, Allen Jacobs, Shauna Laauwe, Kim Hodde, Sarah Hill, Jim Halley, David Kapplemann, Economic & Community Development Director Teresa Rosales, Leigh Linden, and Christine Simich.

Citizens/Others Present:

Candy Arth, Stan Skadal, Stephanie Kinghorn, and Elise Hasbrook.

Media Present:

Lucas Banda, Brenham Banner, Jason May, Brenham Independent; and Josh Blaschke, KWHI

1. **Call Meeting to Order**
2. **Invocation and Pledges to the US and Texas Flags – Mayor Pro Tem Clint Kolby**
3. **Proclamations**
 - ◆ **Albert and Emma Wright – 50 Years of Ministry**
 - ◆ **Constitution Week**
4. **Service Recognitions**
 - ◆ **Stephanie Doland, Development Services – 5 Years**
 - ◆ **Ashley Burns, Police Department – 10 Years**
 - ◆ **Brian Smith, Street Department – 15 Years**

5. **Citizens Comments**

Candy Arth read from John 3 and said a prayer over Council.

Stephanie Klinghorn from Daughters of Revolution advised council there will be a reading of the Constitution and ringing of bells in front of the Courthouse at 3:00 p.m. on September 17, 2023.

REGULAR SESSION

17. **Discuss and Possibly Act Upon a Chapter 380 Agreement Between the City of Brenham and Academy, Ltd. d/b/a Academy Sports + Outdoors and Authorize the Mayor to Execute Any Necessary Documentation**

Economic and Community Development Director Teresa Rosales presented this item to council. Rosales advised this 380 Agreement with Academy was discussed with the City Council in Executive Session on March 16, 2023 and Council approved the terms of Agreement as presented by staff. The Agreement outlines the \$1,500,000 sales-tax reimbursement to Academy shared by the City, Washington County and the Brenham Community Development Corporation.

Academy's Vice President of Communications Hasbrook advised that the grand opening for Academy will be on Friday, September 15, 2023.

A motion was made by Councilmember Canales and seconded by Councilmember Saunders to approve a Chapter 380 Agreement between the City of Brenham and Academy, Ltd. d/b/a Academy Sports + Outdoors and authorize the Mayor to execute any necessary documentation

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

Mayor Atwood C. Kenjura	Yes
Mayor Pro Tem Clint Kolby	Yes
Councilmember Shannan Canales	Yes
Councilmember Leah Cook	Yes
Councilmember Dr. Paul F. LaRoche, III	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

PUBLIC HEARING

6. Proposed Tax Rate of \$0.4584 per \$100.00 Valuation for Fiscal Year Beginning October 1, 2023 and Ending September 30, 2024

Strategic Budget Officer Tim McRoberts presented this item. McRoberts advised that the proposed FY2023-24 budget was presented to Council at two Budget Workshops that were held on July 24th and 25th. The proposed budget is on the City's website and on file with the City Secretary.

McRoberts advised a property tax rate of \$0.4584 per \$100 valuation is proposed to fund the FY2023-24 Budget. Of this rate, \$0.3102 will be for maintenance and operations (M&O). The balance of \$0.1482 is for debt service (interest and sinking or I&S). Based on the certified taxable values; \$2,271,814,182, the no-new revenue tax rate is \$0.4445 and the voter-approval rate is \$0.4606 per \$100 valuation for the 2023 Tax Year.

McRoberts stated that although the proposed budget decreases the current property tax rate of \$0.4737 to \$0.4584, due to increased property values, this proposed tax rate is above the no-new revenue rate and will produce higher tax revenues. The following table compares the taxes imposed on the average residence homestead by the City of Brenham last year to the taxes proposed to be imposed on the average homestead this year.

McRoberts advised in order to be in compliance with the Property Tax Code, a governing body must hold a public hearing to receive citizen comments on a proposed property tax rate. The governing body may adopt the tax rate at the conclusion of the hearing.

No citizen comments were heard.

7. Proposed Budget for Fiscal Year Beginning October 1, 2023 and Ending September 30, 2024

- **The FY2023-24 proposed budget for the City of Brenham will raise more revenue from total property taxes than last year's budget by an amount of \$629,495.00, which is a 6.71 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$210,319.00**

Strategic Budget Officer Tim McRoberts presented this item to council. McRoberts advised the FY2023-24 Proposed Budget for the City of Brenham includes appropriations of operating resources for 31 separate funds and authorizes \$89.5 million in expenditures.

No citizen comments were heard.

8. Public Hearing to Consider Amending Appendix A - 'Zoning' of the Code of Ordinances of the City of Brenham for an Amendment to the City of Brenham's Official Zoning Map to Change the Zoning District From a Commercial, Research and Technology Use District (B-2) to a Local Business Residential Mixed Use District (B-1) on Approximately 0.7544 Acres of Land, Currently Addressed as 307 Peabody Street, 309 Peabody Street, and 401 Peabody Street and Being Further Described as Lot 4A of the Kerr Addition, Lot 1, of the Stoltz Addition and the East Part of Lots 2 and 3 of the Kerr Addition in Brenham, Washington County, Texas (Case No. P-23-027)

City Planner Shauna Laauwe presented this item. Laauwe advised the subject area is 0.7544-acres and consists of three lots addressed as 307, 309, and 401 Peabody Street, located on the south side of Peabody Street and east of S. Austin Street. The tract is currently zoned B-2, Commercial Research and Technology District. The property addressed as 307 Peabody Street, on the east end nearest the railroad tracts is currently developed as an office building, 309 Peabody is developed as a single-family home, while 401 Peabody Street is developed as a cabinet and paint business.

Laauwe stated that the property owner of 307 Peabody Street, Eric Benitez, initiated the rezoning request when he was denied a permit to convert the office building into a residential home due to non-conforming zoning. In order to avoid a spot-zoning request, the property owners of 309 Peabody Street and 401 Peabody Street also agreed to support the rezoning of their properties to a B-1 district. The rezoning would bring the residential use at 309 Peabody Street into compliance and would result in the cabinet manufacturing use at 401 Peabody Street to be a grandfathered nonconforming use. Thus, the property owners are requesting that the three properties that total 0.7544-acres currently zoned B-2 be rezoned to B-1, Local Business Residential Mixed Use District.

Laauwe advised that the Planning and Zoning Commission discussed this rezoning request on Monday, August 28, 2023 and unanimously recommended approval.

One citizen comment was heard from Stan Skadal who was representing the property owners of 309 Alamo St. Skadal advised the owners are concerned about the re-zoning of Peabody Street being unfavorable. Laauwe advise Skadal that the downgrade in zoning is actually going to be a benefit to surrounding owners as the new zoning would prevent any large structures from erecting in the area.

No other citizen comments were heard.

9. **Public Hearing to Consider Amending Appendix A - Zoning of the Code of Ordinances of the City of Brenham Granting a Specific Use Permit to Powerfam Washes, LLC to Allow an Automobile (Car) Wash to Uses Permitted in a Local Business Residential Mixed Use Zoning District (B-1) on Approximately 1.997 Acres of Land Located at 1604 State Highway 105, and Further Described as Lots 10A and 11A of the Replat of Lots 2 Through 31 of College Heights Addition, and the Residue of Lot 48, College Heights Addition out of the Arrabella Harrington Survey in Brenham, Washington County, Texas (Case No. P-23-031)**

City Planner Shauna Laauwe presented this item. Laauwe advised that Powerfam Washes, LLC., (applicant/property owners) are requesting approval of a Specific Use Permit (SUP) for an automatic automobile (car) wash on approximately 1.997 acres of vacant land addressed as 1604 State Highway 105 and generally located at the southeast intersection of State Highway 105 and North Blue Bell Road and on the northeast side of the Sabine Street and State Highway 105 intersection.

Laauwe explained that Powerfam Washes, LLC. requested this SUP in order to develop the subject property as an automated automobile car wash that will operate from 7:00A.M. to 7:00P.M, 7 days per week. The proposed car wash will have attendants during operating hours that will assist in payment, scrubbing, and maintaining the site.

If the SUP is approved, the proposed development will undergo a planning permit process to ensure that all zoning, building, and fire codes are met. The Planning and Zoning Commission discussed this SUP request on Monday, August 28, 2023 and unanimously recommended approval.

No citizen comments were heard.

REGULAR SESSION

10. **Discuss and Possibly Act Upon an Ordinance on Its First Reading Adopting the Budget for Fiscal Year Beginning October 1, 2023 and Ending September 30, 2024**

Strategic Budget Officer Tim McRoberts presented this item to council. McRoberts advised that the proposed FY2023-24 budget has been developed in compliance with the Property Tax Code, Local Government Code, and City Charter. The proposed budget includes appropriations of operating resources for 31 separate funds and authorizes \$89.5 million in expenditures. The proposed budget is on the City's website and on file with the City Secretary. McRoberts advised Council must take a record vote on this item.

A motion was made by Mayor Pro Tem Kolby and seconded by Councilmember Canales to approve an Ordinance on its first reading adopting the budget for fiscal year beginning October 1, 2023 and ending September 30, 2024 and authorize the Mayor to execute any necessary documentation.

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

Mayor Atwood C. Kenjura	Yes
Mayor Pro Tem Clint Kolby	Yes
Councilmember Shannan Canales	Yes
Councilmember Leah Cook	Yes
Councilmember Dr. Paul F. LaRoche, III	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

11. Discussion and Possible Action Upon Ratification of the Property Tax Increase Reflected in the Proposed Budget for Fiscal Year Beginning October 1, 2023 and Ending September 30, 2024, Which Raises More Revenue from Property Taxes than Last Year's Budget

Strategic Budget Officer Tim McRoberts presented this item to council. McRoberts advised that to be in compliance with Local Government Code, if a municipal budget raises more property taxes than in the previous year's budget, City Council must formally ratify a property tax increase. Although the City is proposing to lower the property tax rate from \$0.4737 to \$0.4584 in the FY2023-24 budget, due to new properties added to the tax roll and an increase in existing property valuations, the FY2023-24 budget will raise more total property taxes than last year's budget. For FY2023-24, the City estimates an increase of \$629,495 (6.7%) in property tax revenue, and of that amount, \$210,319 is tax revenue to be raised from new property added to the tax roll. A vote must be taken to ratify the property tax increase reflected in the budget.

A motion was made by Councilmember Canales and seconded by Councilmember Cook to ratify the property tax increase reflected in the proposed budget for the fiscal year beginning October 1, 2023 and ending September 30, 2024, which raises more revenue from property taxes than the previous year's budget.

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

Mayor Atwood C. Kenjura	Yes
Mayor Pro Tem Clint Kolby	Yes
Councilmember Shannan Canales	Yes
Councilmember Leah Cook	Yes
Councilmember Dr. Paul F. LaRoche, III	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

12. Discuss and Possibly Act Upon an Ordinance on Its First Reading Levying Property Taxes for the Tax Year 2023 for the City of Brenham at \$0.4584 per \$100.00 Valuation

Strategic Budget Officer Tim McRoberts presented this item to council. McRoberts proposed FY2023-24 budget includes a tax rate of \$0.4584 per \$100 valuation which has two components: maintenance and operations (M&O) and interest and sinking (I&S). The proposed tax rate of \$0.4584 will allocate \$0.3102 to the General Fund for maintenance and operations, and the balance of \$0.1482 to the Debt Service Fund for interest and sinking. The City has complied with all the notices and publications as required by the Tax Code. Because the proposed tax rate exceeds the no-new revenue rate, the City Council is required by the Tax Code to take a record vote on this item.

A motion was made by Councilmember Wright and seconded by Councilmember LaRoche that the property tax rate be increased by the adoption of a tax rate of \$0.4584, which is effectively a 3.13% increase in the tax rate.

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

Mayor Atwood C. Kenjura	Yes
Mayor Pro Tem Clint Kolby	Yes
Councilmember Shannan Canales	Yes
Councilmember Leah Cook	Yes
Councilmember Dr. Paul F. LaRoche, III	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

13. Discuss and Possibly Act Upon Resolution No. R-23-033 to Repeal Resolution No. R-21-017 Approving an Interfund Loan Between the City of Brenham Sanitation Fund and the City of Brenham Water Fund to Repay an Advancing Line of Credit with Bank of Brenham for the Raw Water Intake Structure Repair Project

Strategic Budget Officer Tim McRoberts presented this item to council. McRoberts advised that in July of 2020, the City Council approved a \$5,000,000 promissory note with the Bank of Brenham for an Advancing Line of Credit for interim financing for the Raw Water Intake Structure Repair Project at Lake Somerville.

McRoberts stated that given the immediate needs of water capacity expansion and in order to minimize the impact capital expenses of the expansion has on water rates, it is staff's recommendation that Council forgive the interfund loan between the Sanitation Fund and Water Fund. The remaining principal balance on this loan is \$815,000 and maturity was scheduled for August 15, 2031.

A motion was made by Councilmember Wright and seconded by Councilmember Saunders to approve Resolution No. R-23-033 to repeal Resolution No. R-21-017 approving an interfund loan between the City of Brenham Sanitation Fund and the City of Brenham Water Fund to repay an advancing line of credit with Bank of Brenham for the Raw Water Intake Structure Repair Project and authorize the Mayor to execute any necessary documentation.

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

Mayor Atwood C. Kenjura	Yes
Mayor Pro Tem Clint Kolby	Yes
Councilmember Shannan Canales	Yes
Councilmember Leah Cook	Yes
Councilmember Dr. Paul F. LaRoche, III	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

- 14. Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending Appendix A - 'Zoning' of the Code of Ordinances of the City of Brenham for an Amendment to the City of Brenham's Official Zoning Map to Change the Zoning District From a Commercial, Research and Technology Use District (B-2) to a Local Business Residential Mixed Use District (B-1) on Approximately 0.7544 Acres of Land, Currently Addressed as 307 Peabody Street, 309 Peabody Street, and 401 Peabody Street and Being Further Described as Lot 4A of the Kerr Addition, Lot 1, of the Stoltz Addition and the East Part of Lots 2 and 3 of the Kerr Addition in Brenham, Washington County, Texas (Case No. P-23-027)**

City Planner Shauna Laauwe presented this item. Laauwe advised that this is a companion item to Agenda Item No. 8.

Laauwe advised that the proposed zoning change would allow for a mixture of land uses to include residential, retail, office, and commercial uses on the approximate 0.7544-acre tract. The adjacent property to the east is zoned B-2, while the property to the north, across Peabody Street and to the west is zoned R-2, Mixed Residential Use, with the properties to the south, across the railroad tracks are zoned I, Industrial. The requested zoning and associated land uses are appropriate for this location given adjacent zoning designations, existing development in the vicinity, and conformance with the City's adopted future land use map.

A motion was made by Councilmember Canales and seconded by Councilmember Cook to approve an Ordinance on its first reading amending Appendix A - 'Zoning' of the Code of Ordinances of the City of Brenham for an amendment to the City of Brenham's Official Zoning Map to change the Zoning District from a Commercial, Research and Technology Use District (B-2) to a Local Business Residential Mixed Use District (B-1) on approximately 0.7544 acres of land, currently addressed as 307 Peabody Street, 309 Peabody Street, and 401 Peabody Street and being further described as Lot 4A of the Kerr Addition, Lot 1, of the Stoltz Addition and the East Part of Lots 2 and 3 of the Kerr Addition in Brenham, Washington County, Texas (Case No. P-23-027).

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

Mayor Atwood C. Kenjura	Yes
Mayor Pro Tem Clint Kolby	Yes
Councilmember Shannan Canales	Yes
Councilmember Leah Cook	Yes
Councilmember Dr. Paul F. LaRoche, III	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

15. Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending Appendix A - Zoning of the Code of Ordinances of the City of Brenham Granting a Specific Use Permit to Powerfam Washes, LLC to Allow an Automobile (Car) Wash to Uses Permitted in a Local Business Residential Mixed Use Zoning District (B-1) on Approximately 1.997 Acres of Land Located at 1604 State Highway 105, and Further Described as Lots 10A and 11A of the Replat of Lots 2 Through 31 of College Heights Addition, and the Residue of Lot 48, College Heights Addition out of the Arrabella Harrington Survey in Brenham, Washington County, Texas (Case No. P-23-031)

City Planner Shauna Laauwe presented this item to council. Laauwe advised that this is a companion item to Agenda Item No. 9.

Laauwe advised that Powerfam Washes, LLC., (applicant/property owners) are requesting approval of a Specific Use Permit for an automatic automobile (car) wash on approximately 1.997 acres of vacant land addressed as 1604 State Highway 105 and generally located at the southeast intersection of State Highway 105 and North Blue Bell Road and on the northeast side of the Sabine Street and State Highway 105 intersection.

A motion was made by Mayor Pro Tem Kolby and seconded by Councilmember Saunders to Approve an ordinance on its first reading amending Appendix – A “Zoning” of the Code of Ordinances of the City of Brenham granting a Specific Use Permit request to allow an automobile (car) wash in the B-1, Local Business/Residential Mixed Use Zoning District on approximately 1.997 acres of land addressed as 1604 State Highway 105 and further described as Lots 10A and 11A of the Replat of Lots 2 through 31 of College Heights Addition, and the residue of Lot 48, College Heights Addition, in Brenham, Washington County, Texas.

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

Mayor Atwood C. Kenjura	Yes
Mayor Pro Tem Clint Kolby	Yes
Councilmember Shannan Canales	Yes
Councilmember Leah Cook	Yes
Councilmember Dr. Paul F. LaRoche, III	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

16. Discuss and Possibly Act Upon Approval to Advance the Airport Master Plan for the City of Brenham's Municipal Airport for Review and Approval by the Texas Department of Transportation Aviation Division and Federal Aviation Administration and Authorize the Mayor to Execute Any Necessary Documentation

Development Services Director Stephanie Doland presented this item. Doland advised that the last Airport Master Plan was done in 1986 and an update, the Airport Development Plan, was conducted in 2005. Airport plans/studies (Master Plans, Development and Layout Plans) are developed and used as a long-range planning tool and guide to help regulate development, improvements, and operation of the Airport to meet current and future aviation demands. Master Plans, Development Plans, and Airport Layout Plans typically need to be reviewed and/or updated every 5-10 years, therefore the current plan for Brenham's Airport is severely out of date.

Doland advised that in 2021 Coffman Associates was selected to complete the Master Plan project and since then a total of five Airport Master Plan Committee meetings and two Public Workshops have been held. Doland advised that the overall scope of the Master Plan includes the following components:

1. Inventory
2. Forecasts
3. Facility Requirements
4. Airport Alternatives
5. Development Concept and Capital Financial Plan
6. Environmental Considerations
7. Airport Layout Plan
8. Appendix A – Draft Height Hazard Zoning standards

Doland stated that the Airport Master Plan document is now ready to be accepted by the Council and will then be sent for review and approval by TXDOT Aviation and the Federal Aviation Administration. Following approval by TXDOT and FAA the plan will be brought back to Council for formal adoption.

Doland also introduced two new Airport staff members: Interim Airport Manager Jim Halley and Interim Airport Operations Specialist David Kappelmann.

A motion was made by Councilmember Saunders and seconded by Mayor Pro Tem Kolby to approve to advance the Airport Master Plan for the City of Brenham's Municipal Airport for review and approval by the Texas Department of Transportation Aviation Division and Federal Aviation Administration and authorize the Mayor to execute any necessary documentation.

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

Mayor Atwood C. Kenjura	Yes
Mayor Pro Tem Clint Kolby	Yes
Councilmember Shannan Canales	Yes
Councilmember Leah Cook	Yes
Councilmember Dr. Paul F. LaRoche, III	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

18. Discuss and Possibly Act Upon Resolution No. R-23-034 Repealing and Rescinding Various Resolutions Related to the Mayoral Declaration of Local Disaster Due to A Public Health Emergency Related to the COVID-19 Pandemic

City Secretary/Director of Administrative Service Jeana Bellinger presented this item to Council. Bellinger advised that on March 13, 2020, Governor Abbott issued a statewide disaster proclamation related to COVID-19. On March 19, 2020, former Mayor Tate issued a declaration of a local state of disaster, consistent with Governor Abbott's. Both declarations of disaster included certain measures meant to prevent the spread of COVID-19.

Bellinger stated that on June 2, 2023, the Governor signed Senate Bill 29, prohibiting local governments in Texas from implementing or enforcing certain measures to prevent the spread of COVID-19. In addition, the Governor allowed his own disaster proclamation to expire; therefore, staff recommends that the Council repeal Mayor Tate's disaster declaration, and all Council resolutions that renewed it.

A motion was made by Councilmember Canales and seconded by Councilmember Saunders to approve Resolution No. R-23-034 repealing and rescinding various Resolutions related to the Mayoral Declaration of Local Disaster Due to A Public Health Emergency Related to the COVID-19 Pandemic.

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

Mayor Atwood C. Kenjura	Yes
Mayor Pro Tem Clint Kolby	Yes
Councilmember Shannan Canales	Yes
Councilmember Leah Cook	Yes
Councilmember Dr. Paul F. LaRoche, III	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

19. Administrative/Elected Officials Report

City Manager Carolyn Miller presented the following:

- Washington County Fair Parade will be on September 16, 2023
- BISD luncheon will be on Friday, September 8, 2023
- City Employee Luncheon on Monday, September 11, 2023
- Joint meeting with P&Z, TIRZ Board and the Small Area Plan Working Group is scheduled for Monday, September 18, 2023 to discuss the Brenham Family Park Small Area Plan

Council adjourned into Executive Session at 2:35 p.m.

EXECUTIVE SESSION

20. Section 551.074 – 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 2:59 p.m.

RE-OPEN REGULAR SESSION

The meeting was adjourned.

Atwood C. Kenjura
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

Brenham City Council Minutes

A special workshop meeting of the Brenham City Council, the City of Brenham Planning and Zoning Commission, the Tax Increment Reinvestment Zone (TIRZ) Number 1 Board, and the Small Area Plan Project Working Group was held on Monday, September 18, 2023 beginning at 3:30 p.m. in Morriss Hall at the Historic Simon Theater, at 111 W. Main Street, Brenham, Texas.

Brenham City Council Members present:

Mayor Atwood C. Kenjura
Mayor Pro Tem Clint Kolby
Councilmember Shannan Canales
Councilmember Leah Cook
Councilmember Dr. Paul F. LaRoche, III
Councilmember Adonna Saunders
Councilmember Albert Wright

Brenham City Council Members absent:

None

City of Brenham Planning and Zoning Commission Members present:

Deanna Alfred
Calvin Kossie
Chris Cangelosi
Darren Heine

City of Brenham Planning and Zoning Commission Members absent:

M. Keith Behrens
Cayte Neil

Tax Increment Reinvestment Zone Number 1 Board Members present:

Atwood C. Kenjura
Clint Kolby
Shannan Canales
Leah Cook
Dr. Paul F. LaRoche, III
Adonna Saunders
Albert Wright
Gary Crocker
Tom Whitehead

Tax Increment Reinvestment Zone Number 1 Board Members absent:

None

Small Area Plan Project Working Group Members present:

Bill Betts
William Robinson
Jeff Miles
Darren Huckert
Pete Simpson
Wes Hall
Sharon Hall
Carl Detering
Will Detering
Reuben Feazle
Mike Gajeske
Shirley Gajeske
Jennifer Gajeske
John Gajeske
Jean Warmke
Sandra Perry

Small Area Plan Project Working Group Members absent:

Shanan Gajeske

City of Brenham Staff present:

City Manager Carolyn Miller, City Secretary/Director of Administrative Services Jeana Bellinger, Director of Development Services Stephanie Doland, City Planner/Sign Administrator Shauna Laauwe, Economic & Community Development Director Teresa Rosales, Deputy City Secretary Robin Hutchens, and Planning Technician Kim Hodde.

Citizens/Others Present:

Dwayne Gajewski

Media Present:

Keith Domke, Brenham Banner-Press; and Mark Whitehead, KWHI

1. Call Meeting to Order

2. Presentation and Discussion of the Final Concept Plan for the Brenham Family Park Small Area Plan

Gary Mitchell and Greg Flisram from Kendig Keast Collaborative presented the following information:

- Site Location
- Process and Timeline
- Information and data from Community Survey
 - Desired characteristics
 - Desired amenities
 - Preferred neighborhood type
 - Most desirable land use types
 - Most desirable key features
- Concept Plan
- Design Principles
- Implementation
 - Amend Comp Plan
 - Optional re-zoning of Brenham Family Park area
 - Update Throughfare Plan
 - Update Subdivision Ordinance
 - Engage public in naming/branding contest
 - Create project website
 - Maintain communications with property owners
 - Explore funding/incentive options
- Funding and Incentives

The meeting was adjourned.

Atwood C. Kenjura
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on September 21, 2023 beginning at 1:00 p.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members Present:

Mayor Atwood C. Kenjura
Mayor Pro Tem Clint Kolby
Councilmember Leah Cook
Councilmember Dr. Paul F. LaRoche, III
Councilmember Adonna Saunders
Councilmember Albert Wright

Members Absent:

Councilmember Shannan Canales

City of Brenham Staff present:

City Manager Carolyn Miller, City Secretary/Director of Administrative Services Jeana Bellinger, Assistant General Manager of Public Utilities Alton Sommerfield, Human Resources Director Susan Nienstedt, Strategic Budget Officer Tim McRoberts, Jessica Perez, Fire Chief Roger Williams, Steven Loving, Asst. Police Chief Lloyd Powell, Public Works Director Dane Rau, Development Services Director Stephanie Doland, Economic & Community Development Director Teresa Rosales, Shawn Bolenbarr, Kyle Branham, Casey Redman, Curtiss Schoen, Joanne Hynes, Nancy Joiner, Leigh Linden, Robin Hutchens, and Shauna Laauwe

Citizens/Others Present:

Bob Davis, Joann Clark, Greg Rybarski

Media Present:

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

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

3. Proclamations
▪ **Fire Prevention Week**

4. Citizens Comments

There were no citizen comments.

CONSENT AGENDA

5. Statutory Consent Agenda

5-a. Approve the Minutes from the August 29, 2023 Regular City Council Meeting

5-b. Approve Ordinance No. O-23-022 on Its Second Reading Amending Appendix A - 'Zoning' of the Code of Ordinances of the City of Brenham for an Amendment to the City of Brenham's Official Zoning Map to Change the Zoning District From a Commercial, Research and Technology Use District (B-2) to a Local Business Residential Mixed Use District (B-1) on Approximately 0.7544 Acres of Land, Currently Addressed as 307 Peabody Street, 309 Peabody Street, and 401 Peabody Street and Being Further Described as Lot 4A of the Kerr Addition, Lot 1, of the Stoltz Addition and the East Part of Lots 2 and 3 of the Kerr Addition in Brenham, Washington County, Texas (Case No. P-23- 027)

5-c. Approve Ordinance No. O-23-023 on Its Second Reading Amending Appendix A - Zoning of the Code of Ordinances of the City of Brenham Granting a Specific Use Permit to Powerfam Washes, LLC to Allow an Automobile (Car) Wash to Uses Permitted in a Local Business Residential Mixed Use Zoning District (B-1) on Approximately 1.997 Acres of Land Located at 1604 State Highway 105, and Further Described as Lots 10A and 11A of the Replat of Lots 2 Through 31 of College Heights Addition, and the Residue of Lot 48, College Heights Addition out of the Arrabella Harrington Survey in Brenham, Washington County, Texas (Case No. P-23-031)

5-d. Approve the Appointment of Jon Hill to the City of Brenham Main Street Advisory Board with a Term Ending on December 31, 2025

5-e. Approve the Appointment of Becky Bosse and Thomas Upchurch to the City of Brenham's Historic Preservation Board Each for an Unexpired Term Ending on December 31, 2023

5-f. Approve the Ratification of a Purchase from Techline, Inc. in the Amount of \$69,720.00 Related to the Purchase of a 3-Phase Transformer and Authorize the Mayor to Execute Any Necessary Documentation

5-g. Approve Resolution No. R-23-035 Reauthorizing the Investment Policy and Strategy for the City of Brenham

A motion was made by Councilmember Saunders and seconded by Councilmember Cook to approve the Statutory Consent Agenda Items 5.a. through 5.g. as presented.

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

Mayor Atwood C. Kenjura	Yes
Mayor Pro Tem Clint Kolby	Yes
Councilmember Shannan Canales	Absent
Councilmember Leah Cook	Yes
Councilmember Dr. Paul F. LaRoche, III	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

REGULAR SESSION

6. Discuss and Possibly Act Upon Ordinance No. O-23-024 on Its Second Reading Adopting the Budget for Fiscal Year Beginning October 1, 2023 and Ending September 30, 2024

Strategic Budget Officer Tim McRoberts presented this item. McRoberts advised that the proposed FY2023-24 budget has been developed in compliance with the Property Tax Code, Local Government Code, and City Charter. The proposed budget includes appropriations of operating resources for 31 separate funds and authorizes \$89.5 million in expenditures. The proposed budget is on the City's website and on file with the City Secretary. McRoberts stated that this is the first reading of the Ordinance to adopt the proposed FY2023-24 budget and that Council must take a record vote on this item.

A motion was made by Mayor Pro Tem Kolby and seconded by Councilmember Saunders to approve Ordinance No. O-23-024 on its second reading adopting the budget for fiscal year beginning October 1, 2023 and ending September 30, 2024.

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

Mayor Atwood C. Kenjura	Yes
Mayor Pro Tem Clint Kolby	Yes
Councilmember Shannan Canales	Absent
Councilmember Leah Cook	Yes
Councilmember Dr. Paul F. LaRoche, III	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

7. **Discuss and Possibly Act Upon Ordinance No. O-23-025 on Its Second Reading Levying Property Taxes for the Tax Year 2023 for the City of Brenham at \$0.4584 per \$100.00 Valuation**

Strategic Budget Officer Tim McRoberts presented this item. The proposed FY2023-24 budget includes a tax rate of \$0.4584 per \$100 valuation which has two components: maintenance and operations (M&O) and interest and sinking (I&S). The proposed tax rate of \$0.4584 will allocate \$0.3102 to the General Fund for maintenance and operations, and the balance of \$0.1482 to the Debt Service Fund for interest and sinking. McRoberts advised that the City has complied with all the notices and publications as required by the Tax Code.

A motion was made by Councilmember LaRoche and seconded by Councilmember Cook that the property tax rate be increased by the adoption of a tax rate of \$0.4584, which is effectively a 3.13% increase in the tax rate.

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

Mayor Atwood C. Kenjura	Yes
Mayor Pro Tem Clint Kolby	Yes
Councilmember Shannan Canales	Absent
Councilmember Leah Cook	Yes
Councilmember Dr. Paul F. LaRoche, III	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

8. **Discuss and Possibly Act Upon an Ordinance on Its First Reading for the Creation of Reinvestment Zone No. 52 Requested by 209 S. Market Street, LLC. for Commercial Tax Phase-In Incentive on That Certain 2,646 Square Feet of Land, Generally Located at 209 S. Market Street, Brenham, Texas, Being More Fully Described in Exhibit 'A' of the Ordinance Creating Reinvestment Zone No. 52, and Designating This Property as Qualifying for Tax Phase-In**

A motion was made by Councilmember Saunders and seconded by Mayor Pro Tem Kolby to remove this item from the table.

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

Mayor Atwood C. Kenjura	Yes
Mayor Pro Tem Clint Kolby	Yes
Councilmember Shannan Canales	Absent
Councilmember Leah Cook	Yes
Councilmember Dr. Paul F. LaRoche, III	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

Economic & Community Development Director Teresa Rosales presented this item. Rosales advised that 209 S. Market, LLC is being modernized to become an entertainment and meeting venue and bar in downtown Brenham. When purchased, the building was in need of maintenance including masonry work, window/door sealing, repairing fire suppression system and repairing patio, wood flooring and interior walls. Rosales advised the lessee will be the Southern Folly and expects to have 10 employees. Rosales also advised that the total capital investment is estimated at \$185,000.

A motion was made by Councilmember Saunders and seconded by Mayor Pro Tem Kolby to approve an Ordinance on its first reading for the creation of Reinvestment Zone No. 52 requested by 209 S. Market Street, LLC. for Commercial Tax Phase-In Incentive on that certain 2,646 square feet of land, generally located at 209 S. Market Street, Brenham, Texas, being more fully described in Exhibit 'A' of the Ordinance creating Reinvestment Zone No. 52, and designating this property as qualifying for Tax Phase-In.

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

Mayor Atwood C. Kenjura	Yes
Mayor Pro Tem Clint Kolby	Yes
Councilmember Shannan Canales	Absent
Councilmember Leah Cook	Yes
Councilmember Dr. Paul F. LaRoche, III	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

9. **Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending Appendix A - Zoning of the Code of Ordinances of the City of Brenham, in Washington County, Texas (Case No. P-23- 026) to Include:**
- a. **Revision of the Definition of 'Food Truck Site' Found in Part 1, Section 5, Section 5.02;**
 - b. **Revision of the Specific Use Provisions for the R-1 (Single Family Residential) and the Permitted and Specific Use Provisions of the R-2 (Mixed Residential) Zoning Districts Found in Part 2, Division 2, Sections 1 and 2 Respectively;**
 - c. **Deletions to Part 2, Division 1, Section 11 - Performance Standards; and**
 - d. **Deletions to Part IV, Division 2, Section 2 Pertaining to Conditions on Variances**

A motion was made by Councilmember LaRoche and seconded by Mayor Pro Tem Kolby to remove this item from the table.

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

Mayor Atwood C. Kenjura	Yes
Mayor Pro Tem Clint Kolby	Yes
Councilmember Shannan Canales	Absent
Councilmember Leah Cook	Yes
Councilmember Dr. Paul F. LaRoche, III	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

Development Services Director Stephanie Doland presented this item. Doland advised that this item is a reconsideration of text amendments to the Zoning Ordinance that were first heard with a Public Hearing on August 3, 2023. Doland stated that after the Public Hearing, Council chose to table the item for further review and consideration.

Doland provided the following information on each proposed amendments to the Ordinance:

9(c) – Deletions to Part 2, Division 1, Section 11 – Performance Standards

Doland explained that due to the adoption of a noise ordinance on August 3, 2023 this amendment will remove any inconsistencies and redirect citizens to the new noise ordinance found in Chapter 17 of the Code of Ordinances.

9(d) – Deletion of Part IV, Division 2, Section 2 pertaining to conditions on variances

Doland explained that this removes the ability to place conditions on variances heard by the Board of Adjustments; variance conditions are no longer allowed by State law.

A motion was made by Councilmember Saunders and seconded by Councilmember Wright to approve an Ordinance on its first reading amending Appendix A - Zoning of the Code of Ordinances of the City of Brenham, in Washington County, Texas (Case No. P-23-026) specifically to include deletions to Part 2, Division 1, Section 11 – Performance Standards and Part IV, Division 2, Section 2.

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

Mayor Atwood C. Kenjura	Yes
Mayor Pro Tem Clint Kolby	Yes
Councilmember Shannan Canales	Absent
Councilmember Leah Cook	Yes
Councilmember Dr. Paul F. LaRoche, III	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

9(a) – Part 1, Section 5, Section 5.02 - Definitions

Doland explained that this revision would amend the current definition of “Food Truck Site” to clarify where they can operate as an accessory use and where “Mobile Kitchens” can be stored.

A motion was made by Councilmember Saunders and seconded by Councilmember Cook to approve an Ordinance on its first reading amending Appendix A - Zoning of the Code of Ordinances of the City of Brenham, in Washington County, Texas (Case No. P-23-026) with the exclusion of the change in Part 1, Section 5, Section 5.02 – Definitions, Food Truck Site from the ordinance.

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

Mayor Atwood C. Kenjura	Yes
Mayor Pro Tem Clint Kolby	Yes
Councilmember Shannan Canales	Absent
Councilmember Leah Cook	Yes
Councilmember Dr. Paul F. LaRoche, III	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

9(b) – Part 2, Division 2, Section 2 – R-2 (Mixed Residential), Section 2.02 – Permitted Uses and Section 2.03 – Specific Uses

Doland explained that this revision would amend the R-2 (Mixed Residential) Zoning District by adding Accessory Dwelling Units (ADUs) and Twin Homes as a permitted use and remove ADU’s as a specific use.

9(b) – Part 2, Division 2, Section 2 – R-2 (Mixed Residential), Section 2.05 – Area Regulations

Doland explained that this revision would amend the R-2 (Mixed Residential) Zoning District by: (1) reducing side street setbacks from twenty feet to fifteen feet; (2) adding a utility access provision for townhomes; (3) adding regulations for Dwellings and Two-Family Duplexes; (4) adding regulations for Twin Homes; and (5) deleting duplex language from Multifamily Unit Area Regulations and increasing front yard setbacks to 25-feet.

9(b) – Part 2, Division 2, Section 1 – R-1 (Single Family Residential), Section 1.03 – Specific Uses

Doland explained that this revision would add two additional Specific Uses to the R-1 (Single Family Residential) Zoning District: (1) Dwelling, two family (duplex); and (2) Twin Homes.

Citizen Greg Rybarski addressed the City Council. Rybarski expressed his concerns that changing the R1 zoning district could mean that apartment complexes or twin homes could be built in neighborhoods thus affecting property values.

A motion was made by Councilmember Cook and seconded by Mayor Pro Tem Kolby to approve an Ordinance on its first reading amending Appendix A - Zoning of the Code of Ordinances of the City of Brenham, in Washington County, Texas (Case No. P-23-026) amending R1 (Single Family Residential) and R2 (Mixed Residential) Zoning Districts with an additional requirement that minimum lot size be 7,500 square feet .

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

Mayor Atwood C. Kenjura	No
Mayor Pro Tem Clint Kolby	Yes
Councilmember Shannan Canales	Absent
Councilmember Leah Cook	Yes
Councilmember Dr. Paul F. LaRoche, III	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

10. Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending the Rate Tariff Schedule for the City of Brenham's Water Rates

Public Utility Project Manager Shawn Bolenbarr presented this item. Bolenbarr advised that currently the City is at 85 percent of its treated water capacity which, per TCEQ regulations, requires a plan for expanding treated water capacity.

Bolenbarr explained that during the summer the City partnered with Strand Associates to complete the Study Phase of the Water Treatment Expansion Plan and that currently they are in the design phase for the Water Treatment Plant Rehab and Expansion Project along with the design of the Ground Water Supply Phase 1 Project. The completion of both projects is anticipated to be fully constructed and in service by 2026.

Bolenbarr explained that approximately \$40 million in debt will be issued over the next three years for funding the Water Treatment Plant Expansion, Groundwater Wells, and Water Main Replacements. Bolenbarr stated that some of the costs will be funded by impact fees and growth from new connections; however, a series of water rate increases are still necessary to generate revenues sufficient for covering the higher debt payments.

Bolenbarr stated that this Ordinance puts in place a five percent increase in water rates on all customer classes effective October 12, 2023. Any subsequent water rate increases will be based on a cost-of-service study, growth in new water connections and impact fees collected on new development.

A motion was made by Councilmember Wright and seconded by Councilmember Saunders to approve an Ordinance on its first reading amending the Rate Tariff Schedule for the City of Brenham's Water Rates.

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

Mayor Atwood C. Kenjura	Yes
Mayor Pro Tem Clint Kolby	Yes
Councilmember Shannan Canales	Absent
Councilmember Leah Cook	Yes
Councilmember Dr. Paul F. LaRoche, III	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

11. Discuss and Possibly Act Upon Amendment No. 1 to the American Rescue Plan Act (ARPA) Agreement for Engineering Services and Authorize the Mayor to Execute Any Necessary Documentation

Public Utilities Project Manager Shawn Bolenbarr presented this item. Bolenbarr advised that during the month of 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 and wastewater projects eligible for funding under the American Rescue Plan Act (ARPA). Strand Associates was selected as the most qualified firm and in August 2022 the City Council awarded the project to them and approved a Professional Services Agreement for the work in October 2022.

Bolenbarr advised that one of the projects was to establish a Lead and Copper Management Program; however, during the design phase of the project, it was discovered that Texas Commission on Environmental Quality (TCEQ) had requested further guidance from the U. S. Environmental Protection Agency (EPA) on how the data for the project should be collected.

Bolenbarr stated that due to the actions of TCEQ, City staff feels that the appropriate action is to amend the Professional Services Agreement to remove the Lead and Copper Management Project. Bolenbarr explained that once guidance is received from the EPA staff will proceed with in-house crews collecting the necessary data based on the guidelines set by the EPA.

A motion was made by Councilmember Cook and seconded by Councilmember Saunders to approve Amendment No. 1 to the American Rescue Plan Act (ARPA) Agreement for Engineering Services reducing the total value of the agreement from \$177,000.00 to \$159,500.00 and authorize the Mayor to execute any necessary documentation

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

Mayor Atwood C. Kenjura	Yes
Mayor Pro Tem Clint Kolby	Yes
Councilmember Shannan Canales	Absent
Councilmember Leah Cook	Yes
Councilmember Dr. Paul F. LaRoche, III	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

12. Discuss and Possibly Act Upon Amendment No. 1 to the Professional Services Agreement Between the City of Brenham and Strand Associates, Inc. Related to the 2022 Sanitary Sewer Improvements and Authorize the Mayor to Execute Any Necessary Documentation

Public Utilities Project Manager Shawn Bolenbarr presented this item. Bolenbarr explained that in December 2021, the City entered into an Professional Services Agreement with Strand Associates for engineering services related to the 2022 Sanitary Sewer System Improvements to the Stone Hollow lift station, Industrial Boulevard lift station, Stone Hollow force main, and the Ralston Creek gravity sewer crossing.

Bolenbarr advised that this amendment to the Professional Services Agreement will remove wording related to construction and only reference design work for the Industrial Boulevard lift station. This Amendment will also remove the construction-related services fee for the Industrial Boulevard lift station project. Bolenbarr explained that the total value would reduce the contract amount from \$379,000.00 to \$355,600.00.

A motion was made by Mayor Pro Tem Kolby and seconded by Councilmember Wright to approve Amendment No. 1 to the Professional Services Agreement with Strand Associates Inc. for Engineering Services related to the 2022 Sanitary Sewer System Improvements, reducing the contract amount from \$379,000.00 to \$355,600.00, and authorize the Mayor to execute any necessary documentation.

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

Mayor Atwood C. Kenjura	Yes
Mayor Pro Tem Clint Kolby	Yes
Councilmember Shannan Canales	Absent
Councilmember Leah Cook	Yes
Councilmember Dr. Paul F. LaRoche, III	Yes
Councilmember Adonna Saunders	Yes

13. Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending the Rate Tariff Schedule for the City of Brenham's Electric Rates

Deputy General Manager of Public Utilities Alton Sommerfield presented this item. Sommerfield advised that staff retained NewGen Strategies Solution, to review our current rate structure as it applies to current and future Electric Vehicle (EV) charging stations in the City's service area. Sommerfield advised that the new tariff would establish a separate rate class for EV charging stations and allow staff to monitor the unique load factor of EV charging stations.

Sommerfield also advised that Item 2 in the EV Schedule, Sheet No. 435 needs to be amended to clarify ownership status. Sommerfield asked that Council approve the Ordinance with the following amendment to Item 2 *"If ownership or operation of the facility changes, the charge shall remain in the preexisting rate category, subject to the terms of design peak demand."*

A motion was made by Councilmember Cook and seconded by Councilmember Wright to approve an Ordinance on its first reading amending the rate tariff schedule for the City of Brenham's Electric Rates with the change to Item 2 in the EV Schedule (Sheet No. 435) as presented.

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

Mayor Atwood C. Kenjura	Yes
Mayor Pro Tem Clint Kolby	Yes
Councilmember Shannan Canales	Absent
Councilmember Leah Cook	Yes
Councilmember Dr. Paul F. LaRoche, III	Yes
Councilmember Adonna Saunders	Yes

14. Discuss and Possibly Act Upon Resolution No. R-23-036 Appointing Robin Hutchens as Deputy City Secretary

City Secretary/Director of Administrative Services Jeana Bellinger presented this item. Bellinger stated that Robin joined the City Secretary's Office on August 28, 2023 as Deputy City Secretary; however, in accordance with City policy, the City Council must formally appoint her.

Bellinger stated that Robin joined the City in 2017 as a part time Assistant in Human Resources. She was promoted to Animal Services Specialist in 2018 and was promoted again in 2020 to Purchasing Specialist. Robin's work ethic, attention to detail, and positive attitude will make her a great asset to the City Secretary's Office.

A motion was made by Councilmember Saunders and seconded by Mayor Pro Tem Kolby to approve Resolution No. R-23-036 appointing Robin Hutchens as Deputy City Secretary.

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

Mayor Atwood C. Kenjura	Yes
Mayor Pro Tem Clint Kolby	Yes
Councilmember Shannan Canales	Absent
Councilmember Leah Cook	Yes
Councilmember Dr. Paul F. LaRoche, III	Yes
Councilmember Adonna Saunders	Yes

15. Discuss and Possibly Act Upon RFP No. 23-006 Related to the Hohlt Park Synthetic Turf Improvement Project and Authorize the Mayor to Execute Any Necessary Documentation

Director of Public Works Dane Rau presented this item. Rau advised that on August 29, 2023 the City along with CEI Engineering opened Request for Proposals for converting four softball infields to turf at Hohlt Park. This item was targeted in the 2022-23 BCDC budget and planned for several years now. Rau advised that with the many softball tournaments that Brenham hosts and the high usage it is important to convert these infields to turf. It also helps Brenham compete for tournaments by offering a solid guarantee that rainouts will be almost eliminated, and games can be played. This is huge for economic factors and consistency of booking fields.

Rau advised that a total of eight RFP's were received and only four of them met the specifications. Rau advised a committee consisting of Stephanie Doland, Kyle Branham, Casey Redman, Dane Rau, and Dusty Robinson (Parks Board Member) scored the RFP's based on: (1) Price-40 pts; (2) Reputation with Other Projects-20 pts; (3) Ability to meet Timeline-20 pts.; (4) Extent to which Goods and Services Meet Owner's Needs- 20 pts.

Rau advised that results came back with TGS being the top company, scoring 460 pts. Staff has checked references and all have come back positive. Rau stated that staff would like to award the RFP to TGS Sports with the total project costs for all 4 infields, drainage work, and 4 bullpens being \$1,096,470.00. Rau explained that this project will be paid strictly from BCDC sales tax revenues generated in 2022-23.

A motion was made by Councilmember Saunders and seconded by Councilmember Wright to award RFP No. 23-006 related to the Hohlt Park Synthetic Turf Improvement Project to TGS Sports in the amount of \$1,096,470.00 and authorize the Mayor to execute any necessary documentation.

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

Mayor Atwood C. Kenjura	Yes
Mayor Pro Tem Clint Kolby	Yes
Councilmember Shannan Canales	Absent
Councilmember Leah Cook	Yes
Councilmember Dr. Paul F. LaRoche, III	Yes
Councilmember Adonna Saunders	Yes

16. Administrative/Elected Officials Report

City Manager Carolyn Miller presented the following:

- The end of the fiscal year is next week and inventory at Central Warehouse will be done on Friday, September 29th.
- Joint meeting with the County and BISD is schedule for Noon on October 2nd.
- October 3-6 is the TML Conference in Dallas.
- October Council meeting dates are the 12th and 19th. Council agreed to cancel the October 12th meeting.

Mayor Kenjura announced that an Executive Session was not needed.

EXECUTIVE SESSION

17. 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

The meeting was adjourned.

Atwood C. Kenjura
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

Brenham City Council Minutes

A special joint meeting of the Brenham City Council, the Washington County Commissioners Court, and the Brenham Independent School District Board of Trustees was held on October 2, 2023 beginning at 12:00 p.m. in the Citizens State Bank Conference Room, at 2007 S Day Street, Brenham, Texas.

City Councilmembers present:

Mayor Atwood C. Kenjura
Mayor Pro Tem Clint Kolby
Councilmember Shannan Canales
Councilmember Leah Cook
Councilmember Dr. Paul F. LaRoche, III
Councilmember Adonna Saunders
Councilmember Albert Wright

City Councilmembers absent:

None

Washington County Commissioners present:

Judge John Durrenberger
Commissioner Kirk Hanath
Commissioner Don Koester
Commissioner Candice Bullock
Commissioner Dustin Majewski

Brenham Independent School District (BISD) Board of Trustees present:

Natalie Lange
Tommie Sullivan
Kelvin Raven
Jared Krenek
Bonnie Brinkmeyer
Archer Archer
Kyle Hafner

City of Brenham staff present:

City Manager Carolyn Miller, City Secretary/Director of Administrative Services Jeana Bellinger, Assistant Chief Lloyd Powell, and Lieutenant Curtiss Schoen.

Washington County staff present:

County Clerk Beth Rothermel, Sheriff Otto Hanak, Chief Deputy Jay Petrash, Precinct 1 Constable Ken Holle, Precinct 3 Constable David Blakey, Deputy Constable William Shepherd, Lieutenant Eddie Ocanas, and Investigator Mark Whiddon.

BISD staff present:

Interim Superintendent Clay Gillentine

Citizens/Others Present:

John Deans and Katie Burch

Media Present:

Lucas Banda, Brenham Banner Press; Jason May, Brenham Independent; and Josh Blaschke, KWHI

1. Call Meeting to Order

Mayor Atwood Kenura called the Brenham City Council to order. Judge John Durrenberger called the Washington County Commissioners Court to order. BISD Board President Natalie Lange call the BISD Board of Trustees to order.

2. Citizens Comments

Citizen John Deans addressed the group and asked that they consider a BISD school guardian program as an alternative to having law enforcement personnel on each BISD campus. Deans advised that several surrounding school districts have moved to the guardian program, and it has been very successful.

Citizen Katie Burch addressed the group and requested that nothing should be more important than the safety of our children. Burch requested that all of the elected officials come to an agreement and finalize a decision about how BISD can provide law enforcement personnel at each school.

All of the governing bodies adjourned into a joint Executive Session at 12:07 p.m.

EXECUTIVE SESSION

3. Section 551.076 Texas Government Code – Security Devices – Discussion between the Brenham City Council, the Washington County Commissioners Court and the Brenham Independent School District (BISD) Board of Trustees to Deliberate the Deployment, or Specific Occasions for Implementation, of Washington County Sheriff’s Department Law Enforcement Personnel and Brenham Police Department School Resource Officers in BISD Schools

The joint Executive Session adjourned at 2:10 p.m.

RE-OPEN REGULAR SESSION

4. Discuss and Possibly Act Upon a Resolution Requesting the State of Texas Provide Adequate Funding to BISD for the Mandated Requirements of House Bill 3:

a. Consideration by the Brenham City Council

A motion was made by Councilmember LaRoche and seconded by Councilmember Canales to approve a Resolution requesting the State of Texas provide adequate funding to BISD for the mandated requirements of House Bill 3.

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

Mayor Atwood C. Kenjura	Yes
Mayor Pro Tem Clint Kolby	Yes
Councilmember Shannan Canales	Yes
Councilmember Leah Cook	Yes
Councilmember Dr. Paul F. LaRoche, III	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

b. Consideration by the Washington County Commissioners Court

A motion was made by Commissioner Bullock and seconded by Commissioner Koester to approve a Resolution requesting the State of Texas provide adequate funding to BISD for the mandated requirements of House Bill 3.

Judge Durrenberger called for a vote. The motion passed with the Commissioners voting as follows:

Judge John Durrenberger	Yes
Commissioner Kirk Hanath	Yes
Commissioner Don Koester	Yes
Commissioner Candice Bullock	Yes
Commissioner Dustin Majewski	Yes

c. Consideration by the Brenham Independent School District Board of Trustees

A motion was made by Trustee Hafner and seconded by Trustee Krenek to approve a Resolution requesting the State of Texas provide adequate funding to BISD for the mandated requirements of House Bill 3.

President Lange called for a vote. The motion passed with the Trustees voting as follows:

Natalie Lange	Yes
Tommie Sullivan	Yes
Kelvin Raven	Yes
Jared Krenek	Yes
Bonnie Brinkmeyer	Yes
Archer Archer	Yes
Kyle Hafner	Yes

The meeting was adjourned.

Atwood C. Kenjura
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary



AGENDA ITEM 6.b.

DATE OF MEETING: October 19, 2023

DATE SUBMITTED: October 13, 2023

DEPT. OF ORIGIN: Airport

SUBMITTED BY: Stacy Hardy/Jim Halley

AGENDA ITEM DESCRIPTION: Approve the Ratification of the Submission of an Airport Terminal Program (ATP) Grant Application to the Federal Aviation Administration (FAA) for Qualified Infrastructure Improvements at the Brenham Municipal Airport and Authorize the City Manager to Execute Any Necessary Documentation

SUMMARY STATEMENT:

The Department of Transportation (DOT), Federal Aviation Administration (FAA) announced the opportunity to apply for approximately \$1 billion in FY 2024 discretionary funds for the Airport Terminal Program (ATP), made available under the Infrastructure Investment and Jobs Act of 2021, also referred to as the Bipartisan Infrastructure Law (BIL). The purpose of the ATP is to make annual grants available to eligible airports for airport terminal projects that address the aging infrastructure of our nation's airports. The Brenham Municipal Airport would like submit an application for funding consideration under the ATP to replace aging and inefficient infrastructure in the airport's public terminal, specifically for HVAC and ventilation improvements. The Federal cost share of ATP grants is 95 percent for small hub, nonhub, and nonprimary airports. The total project cost is estimated at \$182,000 consisting of \$172,900 Federal share (95%) and 5% City Match of \$9,100. Because the application deadline was on Monday, October 16th, the grant application has been submitted and we are asking Council to ratify the submission.

ATTACHMENT(S):

(1) Bipartisan Infrastructure Law, Airport Terminal and Tower Project Information

RECOMMENDED ACTION: Approve the ratification of the submission of an Airport Terminal Program (ATP) Grant Application to the Federal Aviation Administration (FAA) for Qualified Infrastructure Improvements at the Brenham Municipal Airport and authorize the City Manager to execute any necessary documentation

Bipartisan Infrastructure Law, Airport Terminal and Tower Project Information

General

Airport Name:

LOCID:

Point of Contact's Name:

Point of Contact's Title:

POC's Phone Number:

Extension:

POC's Email Address:

Project Overview

Project Type: Terminal Tower

Multi-Modal Terminal: Yes No

Current Project Stage: Planning Environmental Design Construction

Project Description (600 Characters Maximum):

Target Timeframes

Date Project Costs Known (Pick a date):

Date Grant Fully Executed (Pick a date):

Construction Start Date (Pick a date):

Project Status

Total (Estimated) Project Cost:

Amount of Funding Requested:

Match Available: Yes No

Delivery Method (choose one):

Design/Bid Design/Build CM at Risk Other:

Bid or GMP: Yes No. If "No," Estimated bid/GMP date (Pick a date):

Phased Project: Yes No. If "Yes," Phase: of

Do you have a comprehensive financial plan? Yes No

Is the project on an approved ALP?

Yes No. If "Yes," enter the approval date (Pick a date):

Is environmental determination complete?

Yes No. If "Yes," enter the approval date (Pick a date):

Is airspace approval complete?

Yes No N/A.

If "Yes," enter the airspace case number:

Approved Forecasted Enplanements: **Year(yyyy):**

Existing Square Footage:

Proposed Square Footage:

Is this project phased and/or associated with an approved BIL, AIP or PFC project?

Yes No N/A

Added data: If "Yes," provide the grant number(s), and/or PFC application number, along with the amount of existing funding. (300 Characters Maximum):

Program Considerations (Terminal and Tower)

If you check a box below, you must describe how the project satisfies the criteria.
Check all that apply to the proposed project.

Increase Capacity and Passenger Access. Description (450 Characters Maximum):

Replacing Aging Infrastructure. Description (450 Characters Maximum):

Achieves Compliance with Americans with Disabilities Act and Expands Accessibility for Persons with Disabilities. Description (450 Characters Maximum):

Improves Airport Access for Historically Disadvantaged Populations.
Description (450 Characters Maximum):

Improves Energy Efficiency. Description (450 Characters Maximum):

Improves Airfield Safety through Terminal or Tower Relocation.

Description (450 Characters Maximum):

Encourages Actual and Potential Competition. Description (450 Characters Maximum):

Good Paying Jobs. Description (450 Characters Maximum):

Program Considerations (Tower Only)

If the project is for a tower, also complete this section of the form.

Project Type. The project type for this grant application (choose one or both).

Airport Owned, Contract Tower Program

Airport Owned, Other. Describe staffing:

Age of Tower (Years):

Siting Study. Has a Siting Study been completed for a new Airport Traffic Control Tower Project?

Yes

No

NA

If you check a box below, also describe how the project satisfies the criteria.
Check all that apply to the proposed project.

Appropriate Project Objective (choose all that apply):

New Relocate Reconstruct Repair Improve

Impact on the National Airspace System. Description (600 Characters Maximum):

Certifications

By entering my name below, I hereby certify that I am authorized to submit this form on behalf of the airport sponsor, all information is true and accurate to the best of my knowledge, and have or will follow, all procurement processes required under 2 CFR 200, including but not limited to:

- Davis Bacon
- Buy American
- Consultant Selection
- Disadvantaged Business Enterprise

Signature:

Date:

Name:

Title:

ORDINANCE NO. O-23-026

AN ORDINANCE AMENDING THE WATER RATE TARIFF SCHEDULES FOR WATER SERVICES FOR THE CITY OF BRENHAM, TEXAS; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE:

WHEREAS, the City Council for the City of Brenham, Texas ("City Council") deems it necessary to change the rates charged for water distribution services to its customers in order to provide for conditions of utility service which promote health, safety, and welfare of the citizens of Brenham, Texas.

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

SECTION I

The City Council of the City of Brenham, Texas does hereby adopt the Water Rate Schedules for water services set forth in the attached Exhibit "A" is made a part hereof for all purposes pertinent, to be effective with utility billing occurring on or after October 12, 2023.

SECTION II

This Ordinance shall take effect as provided by the Charter of the City of Brenham, Texas. The implementation of rates as forth herein and on the attached Exhibit "A" shall be effective with utility billing occurring on and after October 12, 2023.

PASSED AND APPROVED, on its first reading this the 21st day of September, 2023.

PASSED AND APPROVED, on its second reading this the 19th day of October, 2023.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

Exhibit A

CITY OF BRENHAM

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

ALL SERVICES	600	610
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULE	OCTOBER 19, 2023	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/01/22)	

GENERAL SERVICE - URBAN

RATE SCHEDULE - W-A

APPLICABILITY

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

AVAILABILITY

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

RATES

First 3,000 gallons or less	\$ 22.98
3,001 – 10,000 gallons	\$ 5.04/1,000 gallons
10,001 – 25,000 gallons	\$ 6.31/1,000 gallons
25,001 and above	\$ 7.89/1,000 gallons

MINIMUM CHARGES

The minimum monthly bill shall be \$ 22.98.

TERMS OF PAYMENT

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

CHARACTER OF SERVICE

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

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

ALL SERVICES	600	611
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULE	OCTOBER 19, 2023	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/01/22)	

SPECIAL CONDITIONS OF SERVICE

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

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

600

620

ALL SERVICES

TARIFF

SECTION NO.

SHEET NO.

WATER RATE SCHEDULE

OCTOBER 19, 2023

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change effective 10/01/22)

GENERAL SERVICE - RURAL

RATE SCHEDULE W-B

APPLICABILITY

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

AVAILABILITY

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

RATES

First 3,000 gallons or less	\$ 26.43
3,001 – 10,000 gallons	\$5.80/1,000 gallons
10,001 – 25,000 gallons	\$7.27/1,000 gallons
25,001 and above	\$ 9.07/1,000 gallons

MINIMUM CHARGES

The minimum monthly bill shall be \$ 26.43.

TERMS OF PAYMENT

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

CHARACTER OF SERVICE

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

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

ALL SERVICES	600	621
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULE	OCTOBER 19, 2023	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/01/22)	

SPECIAL CONDITIONS OF SERVICE

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

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

ALL SERVICES	600	630
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 19, 2023	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change effective 10/01/2022)

TEMPORARY CONSTRUCTION SERVICE

RATE SCHEDULE W-D

APPLICABILITY

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

AVAILABILITY

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

RATES

First 3,000 gallons or less	\$ 22.41
3,001 – 10,000 gallons	\$ 6.16/1,000 gallons
10,001 – 25,000 gallons	\$ 7.71/1,000 gallons
25,001 and above	\$ 9.64/1,000 gallons

MINIMUM CHARGES

The minimum monthly bill shall be \$ 22.41.

TERMS OF PAYMENT

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

CHARACTER OF SERVICE

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

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

ALL SERVICES	600	631
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 19, 2023	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/01/22)	

SPECIAL CONDITIONS OF SERVICE

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

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

ALL SERVICES	600	640
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 19, 2023	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/01/22)	

YARD SPRINKLER SYSTEM SERVICE – URBAN

RATE SCHEDULE W-E

APPLICABILITY

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

AVAILABILITY

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

RATES

0 – 10,000 gallons	\$ 5.45/1,000 gallons
10,001 – 25,000 gallons	\$ 6.81/1,000 gallons
25,001 and above	\$ 8.53/1,000 gallons

MINIMUM CHARGES

No minimum monthly bill

TERMS OF PAYMENT

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

CHARACTER OF SERVICE

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

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

ALL SERVICES	600	641
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 19, 2023	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/01/22)	

SPECIAL CONDITIONS OF SERVICE

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

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

ALL SERVICES	600	642
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 19, 2023	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/01/22)	

YARD SPRINKLER SYSTEM SERVICE – URBAN

RATE SCHEDULE W-I

APPLICABILITY

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

AVAILABILITY

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

RATES

0 – 10,000 gallons	\$ 5.45/1,000 gallons
10,001 – 25,000 gallons	\$ 6.81/1,000 gallons
25,001 and above	\$ 8.53/1,000 gallons

MINIMUM CHARGES

No minimum monthly bill

TERMS OF PAYMENT

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

CHARACTER OF SERVICE

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

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

ALL SERVICES	600	643
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 19, 2023	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/01/22)	

SPECIAL CONDITIONS OF SERVICE

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

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

ALL SERVICES	600	650
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 19, 2023	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/01/22)	

GENERAL SERVICE - URBAN

RATE SCHEDULE W-F

APPLICABILITY

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

AVAILABILITY

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

RATES

First 3,000 gallons or less	\$ 22.41
3,001 – 10,000 gallons	\$ 3.08/1,000 gallons
10,001 – 25,000 gallons	\$ 3.85/1,000 gallons
25,001 and above	\$ 4.82/1,000 gallons

MINIMUM CHARGES

The minimum monthly bill shall be \$22.41.

TERMS OF PAYMENT

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

CHARACTER OF SERVICE

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

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

ALL SERVICES	600	651
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 19, 2023	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/01/22)	

SPECIAL CONDITIONS OF SERVICE

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

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

ALL SERVICES	600	660
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 19, 2023	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/01/22)	

GENERAL SERVICE - RURAL

RATE SCHEDULE W-G

APPLICABILITY

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

AVAILABILITY

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

RATES

First 3,000 gallons or less	\$ 25.77
3,001 – 10,000 gallons	\$ 3.55/1,000 gallons
10,001 – 25,000 gallons	\$ 4.43/1,000 gallons
25,001 and above	\$ 5.54/1,000 gallons

MINIMUM CHARGES

The minimum monthly bill shall be \$ 25.77.

TERMS OF PAYMENT

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

CHARACTER OF SERVICE

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

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

ALL SERVICES	600	661
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 19, 2023	
SECTION TITLE	EFFECTIVE DATE	
	Supersedes Rate Change effective 10/01/22)	

SPECIAL CONDITIONS OF SERVICE

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

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

ALL SERVICES	600	670
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 19, 2023	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/01/22)	

YARD SPRINKLER SYSTEM - RURAL

RATE SCHEDULE W-H

APPLICABILITY

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

AVAILABILITY

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

RATES

0 – 10,000 gallons	\$ 6.27/1,000 gallons
10,001 – 25,000 gallons	\$ 7.83/1,000 gallons
25,001 and above	\$ 9.82/1,000 gallons

MINIMUM CHARGES

No minimum monthly charge

TERMS OF PAYMENT

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

CHARACTER OF SERVICE

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

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

ALL SERVICES	600	671
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 19, 2023	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/01/22)	

SPECIAL CONDITIONS OF SERVICE

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

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

ALL SERVICES	600	680A
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 1, 2019	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 1/22/06)	

FIRE LINE SERVICE - URBAN

RATE SCHEDULE 20, 21, 22, 23, and 24

APPLICABILITY

This rate is applicable to all residential, commercial, and industrial customers receiving unmetered standby water service for the sole purpose of feeding an automatic fire sprinkler system or similar apparatus.

AVAILABILITY

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

RATES

Size of Service Line	Flat Monthly Rate
4 inch (Rate Schedule 20)	\$ 21.38
6 inch (Rate Schedule 21)	62.11
8 inch (Rate Schedule 22)	132.36
10 inch (Rate Schedule 23)	238.02
12 inch (Rate Schedule 24)	384.48

TERMS OF PAYMENT

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

CHARACTER OF SERVICE

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

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

ALL SERVICES	600	681A
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 1, 2019	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 1/22/06)	

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
4. If the installation of a service tap and service line is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. Service rendered under this schedule is for standby service only. Connection of fixtures or facilities used on a regular basis is specifically prohibited.
6. The City does not guarantee minimum pressure or rates of flow for service provided under this schedule.

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

ALL SERVICES	600	680B
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 1, 2019	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 1/22/06)	

FIRE LINE SERVICE - RURAL

RATE SCHEDULE 30, 31, 32, 33, AND 34

APPLICABILITY

This rate is applicable to all residential, commercial, and industrial customers receiving unmetered standby water service for the sole purpose of feeding an automatic fire sprinkler system or similar apparatus.

AVAILABILITY

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

RATES

Size of Service Line	Flat Monthly Rate
4 inch (Rate Schedule 30)	\$ 24.59
6 inch (Rate Schedule 31)	71.43
8 inch (Rate Schedule 32)	152.21
10 inch (Rate Schedule 33)	273.73
12 inch (Rate Schedule 34)	442.15

TERMS OF PAYMENT

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

CHARACTER OF SERVICE

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

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

ALL SERVICES	600	681B
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 1, 2019	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 1/22/06)	

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
4. If the installation of a service tap and service line is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. Service rendered under this schedule is for standby service only. Connection of fixtures or facilities used on a regular basis is specifically prohibited.
6. The City does not guarantee minimum pressure or rates of flow for service provided under this schedule.

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

<u>ALL SERVICES</u>	<u>600</u>	<u>690</u>
TARIFF	SECTION NO.	SHEET NO.
<u>WATER RATE SCHEDULES</u>	<u>OCTOBER 19, 2023</u>	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change effective 10/01/2022)

WATER SERVICE FEES

RATE SCHEDULE W-N

APPLICABILITY

This rate schedule is applicable to the installation of service taps, service lines, water meters, and other miscellaneous water service-related items, for residential, commercial, and/or industrial customers.

AVAILABILITY

These rates are available to all customers or prospective customers of the City's water system.

- I. The actual tapping of a water main, by City staff, to provide service to an adjoining lot. The fee for connecting a meter to a line that has not been pre-stubbed, or has been pre-stubbed by the City, shall be based on meter size: A pre-stubbed water service is defined as a water service that has already been tapped at the main and has had the water service line extended to the property line. These fees are as follows:

1 Inch service tap, service line, and meter	\$1,230.00
1-1/2 Inch service tap, service line, and meter	\$1,890.00
2 Inch service tap, service line, and meter	\$2,200.00
*4 Inch service tap, service line, and meter	At Cost

* Turbine meters only

Note: The fees established herein do not include cost for boring and casing, if required. Costs for boring and casing will be added to these fees based on actual cost.

Note: A water service installation that requires removal of pavement in a TxDOT right-of-way will be charged at the actual cost of work performed or incurred by the City. An owner may choose to hire a contractor to install the service at their own cost and the City will inspect the work to determine if the water service installation complies with the City's specifications. If an owner chooses to hire a contractor to install the service, the work must be completed in compliance with the City's specifications (or approved alternatives), as determined by the City, in its sole discretion, after inspection of the work. The final pavement repair must be performed immediately upon completion of the water service installation.

The fees for the installation of an irrigation meter commonly referred to as a split service are set forth below.

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

<u>ALL SERVICES</u>	<u>600</u>	<u>691</u>
TARIFF	SECTION NO.	SHEET NO.
<u>WATER RATE SCHEDULES</u>	<u>OCTOBER 19, 2023</u>	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change effective 10/01/22)

If a split service meter is installed at the same time as the installation of a new service connection, the fee is as follows:

1 Inch Split Service off a 1 Inch Service	\$350.00
1 Inch Split Service off a 1 ½ Inch Service	\$410.00
1 Inch Split Service off a 2 Inch Service	\$420.00

If a split service meter is installed after the installation of a new service connection, the fee is as follows:

1 Inch Split Service off a 1 Inch Service	\$460.00
1 Inch Split Service off a 1 ½ Inch Service	\$470.00
1 Inch Split Service off a 2 Inch Service	\$480.00

- II. The fees for connecting a meter to a line that has been pre-stubbed at no expense to the City shall be based on meter size, and are as follows:

1 Inch	\$220.00
1-1/2 Inch	\$690.00
2 Inch	\$860.00
4 Inch or larger	Actual Cost

- III. The fee for the installation, by the City, of new taps on existing water mains for new water mains or fire lines will be based on actual cost of providing the service.

The fee for the installation, by others, at no expense to the City for new taps on existing water mains for the connection of new water mains or fire lines will be \$100.00.

Note: The fees established herein do not include cost for boring and casing, if required. Costs for boring and casing will be added to these fees based on actual cost.

Note: A water service installation that requires removal of pavement in a TxDOT right-of-way will be charged at the actual cost of work performed or incurred by the City. An owner may choose to hire a contractor to install the service at their own cost and the City will inspect the work to determine if the water service installation complies with the City's specifications. If an owner chooses to hire a contractor to install the service, the work must be completed in compliance with the City's specifications (or approved) alternatives, as determined by the City, in its sole discretion, after inspection of the work. The final pavement repair must be performed immediately upon completion of the water service installation.

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

<u>ALL SERVICES</u> TARIFF	<u>600</u> SECTION NO.	<u>692</u> SHEET NO.
<u>WATER RATE SCHEDULES</u> SECTION TITLE	<u>OCTOBER 19, 2023</u> EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/01/22)	

IV. Miscellaneous Water Service Fees:

The fee for installation of one or more fire hydrants shall be based on actual cost.

The fee for replacing a 1" curb stop damaged by other than City personnel - \$95.00. Replacement of curb stops larger than 1" will be charged at actual cost.

The fee for moving meter at customer's request shall be as follows:

Meter Size	Moving Meter up to Fifteen (15) Feet	Moving Meter between Fifteen (15) and Thirty (30) Feet
1 Inch	\$400.00	\$640.00
1 1/2 Inch	\$525.00	\$530.00
2 Inch	\$720.00	\$980.00

Note: Moving meters larger than 2" will be charged at actual cost.

The fee for raising or adjusting a meter at customer's request shall be as follows:

Meter Size	Fee
1 Inch	\$150.00
1 1/2 Inch	\$ 335.00
2 Inch	\$ 520.00

Note: Raising or adjusting meters larger than 2" will be charged at actual cost.

The fee for installing or extending a water mainline from an existing tap to the property line shall be based on actual cost.

The fee for changing meter size shall be based on the following:

Downsizing a 2", 1 1/2" and 1" meter - \$80.00

Downsizing a 3" and larger meter – At Cost

Note: When an existing meter is changed to a larger size and a new tap and service line are required, the fee shall be the same as for a new connection of the same size.

The fee for setting a fire hydrant meter shall be \$200.00 and requires a \$300.00 deposit

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

<u>ALL SERVICES</u>	<u>600</u>	<u>693</u>
TARIFF	SECTION NO.	SHEET NO.
<u>WATER RATE SCHEDULES</u>	<u>OCTOBER 19, 2023</u>	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/01/22)	

The fee for turning water service off/on for repairs at customer request shall be \$50.00 plus \$25.00 additional if done after regular business hours (regular business hours are 8:00 a.m. to 5:00 p.m., Monday – Friday, excluding holidays).

The fees for services not specifically addressed in this tariff will be charged in the amount of the actual cost of performing the service.

- V. Replacement of water taps due to deterioration. Water tap deterioration will be determined by the City based on standards set by the Texas Commission on Environmental Quality, or its successor agency and the edition of the International Plumbing Code, as amended, in effect at the time of the determination, for minimum residual pressure and flow.

All Taps	No Charge
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CHARACTER OF SERVICE

Facilities provided under this rate will consist of the installation of an appropriate size corporation stop or tapping saddle, installation of an appropriate size angle meter stop or gate valve, installation of an appropriate size meter, installation of a meter box, and the installation of a sufficient amount of an appropriate size service line to allow the placement of the meter at or near the customer's property line.

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations as may be amended from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
3. In the event a customer desires to increase the size of an existing service, the cost of such enlargement will be equal to the cost of the installation of the new size of service.

ORDINANCE NO. O-23-027

AN ORDINANCE AMENDING THE ELECTRIC RATE TARIFF SCHEDULES FOR ELECTRIC SERVICES FOR THE CITY OF BRENHAM, TEXAS; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE:

WHEREAS, the City Council for the City of Brenham, Texas ("City Council") deems it necessary to change the rates charged for electric services to its customers in order to provide for conditions of utility service which promote health, safety, and welfare of the citizens of Brenham, Texas.

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

SECTION I

The City Council of the City of Brenham, Texas does hereby adopt the Electric Rate Schedules for electric services set forth in the attached Exhibit "A" and Exhibit "B", which is made a part hereof for all purposes pertinent, to be effective with utility billing occurring on or after October 12, 2023.

SECTION II

This Ordinance shall take effect as provided by the Charter of the City of Brenham, Texas. The implementation of rates as forth herein and on the attached Exhibit "A" and Exhibit "B" shall be effective with utility billing occurring on and after October 12, 2023.

PASSED AND APPROVED, on its first reading this the 21st day of September 2023.

PASSED AND APPROVED, on its second reading this the 19th day of October 2023.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

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

ALL SERVICES	400	434
TARIFF	SECTION NO.	SHEET NO.
ELECTRIC RATE SCHEDULE	OCTOBER 19, 2023	
SECTION TITLE	EFFECTIVE DATE	

ELECTRIC VEHICLE (EV) CHARGING STATIONS

RATE CLASS SCHEDULE E-G-EV

APPLICABILITY

This rate is applicable to customers receiving electric service for any purpose other than use in individually metered residential dwelling and includes service to temporary service installation.

AVAILABILITY

This tariff applies to Electric Vehicle (EV) charging stations used for public (retail) charging services and private fleet charging services. The tariff does not apply to non-retail, Level 1 or 2 residential (home) charging stations or commercial charging stations established prior to the effective date of this tariff.

MONTHLY CHARGES

The monthly rates shall be the sum of the following charges:

Type of Charge	Description	Charge
Customer charge	Customer charge for customer receiving three-phase service	The rate applicability will be based on design peak demand.
Distribution wires charge	Charges for distribution service	The rate applicability will be based on design peak demand.
Energy charge	Charge for energy supply and transmission cost	\$.075 / KWh
Power cost recovery charge	Charge for adjustments and generation and transmission	monthly

- EV Charging Stations for Retail Public Use or Private Fleet Use require a dedicated electric meter.
- The City reserves the right to implement time-based rates in the future for EV charging stations, as appropriate and based on costs incurred from its wholesale power supplier.
- The City of Brenham will use industry standards for sizing transformers and equipment based on the EV Charging Station's peak demand design load. The costs for new services or upsizing existing services for EV Charging Station is described in Section 400 Sheet 495 of the Electric Tariff.
- Customer must provide the City with the design documents for the EV charging station that clearly states the total electric design load.
- Transformers may not exceed 2,000 KVA.
- Costs for new electric services will be as described in the City Electric Rate Section, Section 400, Sheet 495, as amended.

MINIMUM MONTHLY CHARGES

The minimum monthly bill shall be the customer charge.

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

ALL SERVICES	400	435
TARIFF	SECTION NO.	SHEET NO.
ELECTRIC RATE SCHEDULE	OCTOBER 19, 2023	
SECTION TITLE	EFFECTIVE DATE	

BILLING ADJUSTMENTS

1. In addition to base charges, the customer shall be billed for all taxes applicable to the sale of electricity.
2. If ownership or operation of the facility changes, the charge shall remain in the preexisting rate category subject to the terms of design peak demand.

TERMS OF PAYMENT

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

CHARACTER OF SERVICE

Electric service supplied under this rate schedule shall be 60 cycle alternating current delivered at a single point of service to be designated by the City, at the City's choice of the following standard voltage:

120/208	volts, three phase
277/480	volts, three phase

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premise. If a power line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
3. The customer shall control voltage fluctuations caused by his equipment at his expense. A customer's equipment shall not cause voltage fluctuations that exceed 1% on the City's primary distribution system.
4. A power factor penalty may be assessed if the necessary equipment for determining power factor is installed and if the power factor during the coincident peak KW demand period is less than 0.95.

EXHIBIT "A"

CITY OF BRENHAM

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

The power factor penalty shall be calculated by increasing the measured coincident peak KW billing demand such that the corrected billing demand and measured KVAR yield a calculated power factor of 0.95. If the measured power factor is 0.95 or greater, the billing KW demand shall be the KW demand in accordance with the appropriate schedule.

The additional metering equipment necessary to measure or compute KVAR or power factor may be installed at any demand metered customer without notice at the discretion of the City.

EXHIBIT B

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

ALL SERVICES	400	495
TARIFF	SECTION NO.	SHEET NO.
ELECTRIC RATE SCHEDULE	OCTOBER 19, 2023	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change Effective May 4, 2023)

DISCONNECTS/RECONNECTS EXISTING SERVICES

For disconnects/reconnects for existing the following service fees will apply:

Service	Normal Business Hours	All Other Hours
Meter pulling and reinstalling (200 amp or less)	\$50.00	\$75.00
Service wire disconnect/reconnect	\$100.00	\$150.00

Customers requesting a meter pulled and reconnected for the same day after 4:00 PM may be offered to be connected or reconnected on the next day that is either not a City holiday or weekend. The Utility reserves the right to delay requested connections during weekends and City of Brenham holidays.

OVERHEAD / UNDERGROUND UPSIZING AND/OR DAMAGES

No electric service will be provided by City greater than 100 feet distance from the transformer (or adequate size secondary) to the meter. The Utility, at its discretion, may allow a 10% variance. Any request for upsizing a service line shall be at cost. Repairs to a damaged service line caused by customer or contractor shall be at cost.

NEW SERVICES

For New Services customers, will be charged as follows:

Class	Overhead	Underground
Residential-Single Family Lot	\$ 800.00	\$ 1050.00
All Other	Actual Cost	Actual Cost

Residential cost is based on one utility pole and one transformer. Additional poles will be charged at the actual cost.

Fees, Exclusions, Miscellaneous:

- The service cost shall be calculated by the City on the basis of new facilities, regardless of existing installations.
- Costs for boring and casing will be added based on actual costs and will not be subject to cost sharing.
- General requirements for any new electric service connection, use of right-of-way, and design requirements can be found in the City of Brenham Public Infrastructure Design Manual.
- The Utility will neither start work nor will the Utility order materials until it receives full payment.
- The fees for service not specifically addressed in this Tariff will be charged in the amount of the actual cost of performing the service.
- Equipment, facilities, and all other improvements provided through and under this policy will be owned by the Utility. Payment for extension of service does not imply any ownership rights by the Customer for Utility owned facilities.



AGENDA ITEM 6-e

DATE OF MEETING: October 19, 2023

DATE SUBMITTED: October 10, 2023

DEPT. OF ORIGIN: Main Street

SUBMITTED BY: Leigh Linden

AGENDA ITEM DESCRIPTION: Approve Resolution No. R-23-037 Authorizing the Execution of an Agreement with TXDOT for the Temporary Closure of State Right-Of-Way in Connection with the 2023 Lighted Christmas Parade to be Held on Saturday, December 2, 2023

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 2, 2023.

Closures more than four (4) hours need approval per the Texas Department of Transportation (TxDOT) agreement.

ATTACHMENT(S):

- (1) Resolution No. R-23-037
 - (2) Agreement for the Temporary Closure of State Right of Way
 - (3) Detour Map - 2:00 pm-4:00 pm
 - (4) Detour Map - 4:00 pm-9:00 pm
-

RECOMMENDED ACTION: Approve Resolution No. R-23-037 authorizing the execution of an agreement with TXDOT for the temporary closure of State Right-Of-Way in connection with the 2023 Lighted Christmas Parade to be held on Saturday, December 2, 2023

RESOLUTION NO. R-23-037

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 2023 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 2023 Christmas Stroll and Lighted Parade. This resolution is effective upon its adoption.

Adopted this the 19th day of October 2023.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

STATE OF TEXAS §

COUNTY OF §

WASHINGTON

**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 & Main Streets (Business 290) in Washington, County; and

WHEREAS, the local government has requested the temporary closure of Alamo & Main Streets (Business 290) for the purpose of 2023 Downtown Christmas Stroll & Lighted Parade, from 2pm to 9pm as 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 12 day of October, 2023, 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:
Atwood Kenjura, Mayor	Texas Department of Transportation
City of Brenham	
P.O. Box 1059	
Brenham, Tx 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 _____

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 City of Brenham's annual Christmas Stroll & Lighted Parade happens on the first Saturday of December. On December 2nd, 2023, Main & Alamo Street (Business 290) will feature a lighted parade at 6pm. The parade participants will be floats, tractors, marching bands, horses and other animals.

Exhibit B

Agreement No. _____

Exhibit C

Agreement No. _____



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

1 inch = 171 feet





AGENDA ITEM 6.f.

DATE OF MEETING: 10/5/2023

DATE SUBMITTED: 10/19/2023

DEPT. OF ORIGIN: Public Utilities

SUBMITTED BY: Shawn Bolenbarr

AGENDA ITEM: Approve Amendment No.1. to the Professional Services Agreement Between the City of Brenham and Strand Associates, Inc., In an Amount Not To Exceed \$3,500.00. Related to the 2023 Brenham Business Center Sanitary Sewer Extension (Project No. 65C-56C) and Authorize the Mayor to Execute Any Necessary Documentation

SUMMARY STATEMENT: The City of Brenham entered into a Professional Services Agreement with Strand Associates on April 6, 2023 for engineering services related to the 2023 Business Center Sanitary Sewer Extension, Project #65C-56C, for an amount not to exceed \$140,000.00. This agreement was for design, bidding related, and construction related services.

The City of Brenham Public Utilities Department would like to amend the agreement to include services for preparation of easement documents. By amending this agreement, Strand Associates will provide all the needed easement documentation for the whole sewer line extension. Originally it was determined that the easements would be established during the replating process when the land is subdivided and sold. Upon further evaluation, the City of Brenham Public Utilities Department believes that the better approach is to have the easements established during the design phase so that there is no confusion in the future with easement sizing and locations.

The cost for Strand Associates to perform this service is to not exceed \$3,500.00. This service will be based on an hourly rate. Please note that BCDC is funding this project.

The City of Brenham Public Utilities Department respectfully request that Council approves the amendment to the Professional Services Agreement to include services for preparation of easement documents for the 2023 Business Center Sanitary Sewer Extension, Project #65C-56C, in an amount not to exceed \$3,500.00.

ATTACHMENTS:

- (1) Amendment No.1 to the 2023 Brenham Business Center Sanitary Sewer Extension Project
-

RECOMMENED ACTION: Approve Amendment No.1. to the Professional Services Agreement between the City of Brenham and Strand Associates, Inc., in an amount not to exceed \$3,500.00 related to the 2023 Brenham Business Center Sanitary Sewer Extension (Project No. 65C-56C) and authorize the Mayor to execute any necessary documentation.

**AMENDMENT NO. 1 TO THE APRIL 6, 2023
PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
CITY OF BRENHAM
PROJECT NO. 65C-56C
2023 BUSINESS CENTER SANITARY SEWER EXTENSION**

WHEREAS, the City and Engineer agree to amend the referenced Agreement as follows:

Under **SECTION IV, TIME FOR PERFORMANCE**, CHANGE April 15, 2024, to "August 15, 2024."

Under **SECTION VII, ENGINEER'S COMPENSATION**, CHANGE \$140,000 to "\$143,500."

In **ATTACHMENT "A," PART A—SCOPE OF SERVICES**,

A. Design Services, ADD the following:

- "6. Prepare up to two easements for sanitary sewer and one boundary survey for the lift station based on publicly available Official Records of Washington County, Texas. The City shall provide Engineer with any title reports as necessary."

In **ATTACHMENT "A," PART B—BASIS OF COMPENSATION AND REIMBURSABLE EXPENSES**,

REPLACE the second paragraph and associated table in their entirety with the following:

"City shall compensate Engineer for Scope of Services Items A.1–A.5, B, and C on a lump sum basis not to exceed the amounts shown in the table below. City shall compensate Engineer for Item A.6 on an hourly rate basis an amount not to exceed that shown in the table below.

Services	Fee
A.1.–A.5 Design Services	\$ 55,000
A.6. Design Services—Surveying	\$ 3,500
B. Bidding-Related Services	\$ 12,500
C. Construction-Related Services	\$ 72,500
Total	\$143,500"

IN WITNESS WHEREOF, the City of Brenham has lawfully caused this Amendment to be executed by the Mayor of said City and attested by the City Secretary and Strand Associates, Inc.[®], acting by and through its duly authorized officer/representative, does now sign, execute, and deliver this instrument.

EXECUTED on this _____ day of _____, 20____.

ENGINEER:

STRAND ASSOCIATES, INC.[®]

 10/5/23
Joseph M. Bunker Date
Corporate Secretary

CITY OF BRENHAM, TEXAS

Atwood C. Kenjura Date
Mayor

ATTEST:

Jeana Bellinger Date
City Secretary



AGENDA ITEM 6.g.

DATE OF MEETING: 10/19/2023

DATE SUBMITTED: 10/5/2023

DEPT. OF ORIGIN: Public Utilities

SUBMITTED BY: Shawn Bolenbarr

AGENDA ITEM: Approve Change Order No. 2 for Project No. 2021-06-B to D&S Contracting, Inc. in the Amount of \$5,854.00 for the 2022 Sanitary Sewer Improvements - Stone Hollow Force Main and Ralston Creek Gravity Sewer Crossing and Authorize the Mayor to Execute Any Necessary Documentation

SUMMARY STATEMENT: On February 2, 2023, City Council awarded the 2022 Sanitary Sewer Improvements Projects (Stone Hollow Force Main and Ralston Creek Gravity Sewer Crossing) to D&S Contracting for a not to exceed amount of \$924,932.00.

On August 3, 2023 City staff presented Change Order NO. 1 to City Council. Council approved a deductive change order in the amount of \$2,669.00.

On September 22, 2023, the City of Brenham received Change Order Number 2 for the 2022 Sanitary Sewer Improvements Projects (Stone Hollow Force Main and Ralston Creek Gravity Sewer Crossing). The Provided change order documentation contains the descriptions of changes to the contract. These changes were necessary for capturing a sewer service located on Century Circle that was mapped incorrectly on the GIS Mapping System.

City staff met and discussed this Change Order with Strand Associates and are in agreement with all of the quantity changes that are outlined in Change Order Number 2.

By proceeding with this change proposal, it will require the City to execute Change Order Number 2 in the amount of \$5,854.00. By accepting this change order, the total amount of the project will be \$928,117.00. It is anticipated that there will be no further change orders for this project.

ATTACHMENTS:

(1) Change Order Number 2

RECOMMENDED ACTION: Approve Change Order No. 2 for Project No. 2021-06-B to D&S Contracting, Inc. in the amount of \$5,854.00 for the 2022 Sanitary Sewer Improvements - Stone Hollow Force Main and Ralston Creek Gravity Sewer Crossing and authorize the Mayor to execute any necessary documentation

September 22, 2023

CHANGE ORDER NO. 2

PROJECT: 2022 Sanitary Sewer Improvements–Stone Hollow Force Main and Ralston Creek
Gravity Sewer Crossing
OWNER: City of Brenham, Texas
CONTRACT: 2021-06-B
CONTRACTOR: D&S Contracting, Inc.

Description of Change

2a	Increase Bid Item 6 quantity from 231 LF to 241 LF (at \$118.00 per LF). The proposed sewer line was lowered to account for the relocation of MH-9.	ADD	\$1,180.00
2b	Increase Bid Item 7 quantity from 129 LF to 214 LF (at \$123.00 per LF). The proposed sewer line was lowered to account for the relocation of MH-9.	ADD	\$10,455.00
2c	Increase Bid Item 19 quantity from 15 vertical feet (VF) to 20.2 VF (at \$800.00 per VF). The proposed MH-7 and MH-8 were deepened to account for the relocation of MH-9.	ADD	\$4,160.00
2d	Increase Bid Item 27 quantity from 285 LF to 465 LF (at \$5.00 per LF). The proposed sewer line was lowered to account for the relocation of MH-9.	ADD	\$900.00
2e	Decrease Bid Item 5 quantity from 173 LF to 80 LF (at \$113.00 per LF). The proposed force main was shortened to account for the relocation of MH-9.	(DEDUCT)	(\$10,509.00)
2f	Decrease Bid Item 26 quantity from 521 LF to 438 LF (at \$4.00 per LF). The proposed sewer line was lowered to account for the relocation of MH-9.	(DEDUCT)	(\$332.00)
TOTAL VALUE OF THIS CHANGE ORDER:		ADD	\$5,854.00

Contract Price Adjustment

Original Contract Price	\$924,932.00
Previous Change Order Adjustments	(\$2,669.00)
Adjustment in Contract Price this Change Order	\$5,854.00
Current Contract Price including this Change Order	\$928,117.00

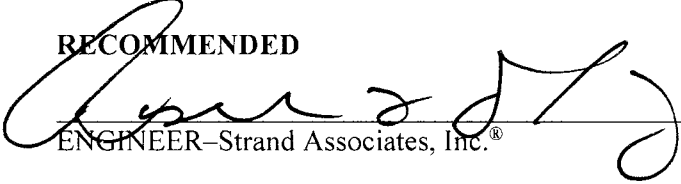
City of Brenham–D&S Contracting, Inc.
Contract 2021-06-B, Change Order No. 2
Page 2
September 22, 2023

Contract Substantial and Final Completion Date Adjustment

Original Contract Final Completion Date	December 28, 2023
Contract Final Completion Date Adjustments due to previous Change Orders	33 Days
Contract Final Completion Date Adjustments due to this Change Order	0 Days
Current Final Contract Completion Dates including all Change Orders	January 30, 2024

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

RECOMMENDED



ENGINEER–Strand Associates, Inc.®

9/22/2023

Date

APPROVED



CONTRACTOR–D&S Contracting, Inc.

9.25.23

Date

APPROVED

OWNER–City of Brenham, Texas

Date



AGENDA ITEM 6.h.

DATE OF MEETING: 10/19/2023

DATE SUBMITTED: 10/5/2023

DEPT. OF ORIGIN: Public Utilities

SUBMITTED BY: Shawn Bolenbarr

AGENDA ITEM: Approve Change Order Number 1 for Project No. 64C-68C to Capital Underground Utilities, LLC in the Amount of -\$34,218.00 for the ARPA Air Release Valves on the Raw Water Main (Lake Line) and Authorize the Mayor to Execute Any Necessary Documentation.

SUMMARY STATEMENT: On May 18, 2023, City Council awarded the Air Release Valves on Raw Water Main (Lake Line), Project No. 64C-68C to Capital Underground Utilities for an amount not to exceed \$377,242.00. This Project is funded by ARPA Gant Proceeds.

On October 2, 2023, The City of Brenham received Change Order Number 1 for the Air Release Valves on Raw Water Main (Lake Line), Project No. 64C-68C. The Provided change order documentation contains the descriptions of changes to the contract.

City staff met and discussed this Change Order with Strand Associates and are in agreement with all of the quantity changes that are outlined in Change Order Number 1.

By proceeding with this deductive change proposal, it will require the City to execute Change Order Number 1 in the amount of \$34,218.00. By accepting this deductive change order, the total amount of the project will be \$343,024.00. The Public Utilities Department plans to use the savings on Wastewater ARPA Projects.

The City of Brenham Public Utilities Department respectfully asks that Council approve Change Order Number 1 for the ARPA Air Release Valves on Raw Water Main for a total of \$34,218.00 in savings.

ATTACHMENTS:

(1) Change Order Number 1

RECOMMENDED ACTION: Approve Change Order Number 1 for Project No. 64C-68C to Capital Underground Utilities, LLC in the amount of -\$34,218.00 for the ARPA Air Release Valves on the Raw Water Main (Lake Line) and authorize the Mayor to execute any necessary documentation.

October 2, 2023

CHANGE ORDER NO. 1

PROJECT: ARPA Air Release Valves on Raw Water Main
OWNER: City of Brenham, Texas
CONTRACT.: 64C-68C
CONTRACTOR: Capital Underground Utilities, LLC

Description of Change

1a	Decrease Bid Item No. 2 quantity from 10 to 1 each (EA) (at \$3,952 EA). The gate valves could not be replaced because of issues arising while taking the raw water main out of service.	(DEDUCT)	(\$35,568)
1b	Add a gate valve material restocking fee (at \$1,350 per lump sum). The gate valves could not be replaced because of issues arising while taking the raw water main out of service. These gate valves had to be returned to the supplier, resulting in a restocking fee.	ADD	\$1,350
TOTAL VALUE OF THIS CHANGE ORDER:		(DEDUCT)	(\$34,218)

Contract Price Adjustment

Original Contract Price	\$377,242
Previous Change Order Adjustments	\$0
Adjustment in Contract Price this Change Order	(\$34,218)
Current Contract Price including this Change Order	\$343,024

Contract Final Completion Date Adjustment

Original Contract Final Completion Date	October 27, 2023
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 27, 2023

City of Brenham–Capital Underground Utilities, LLC
Contract 64C-68C, Change Order No. 1
Page 2
October 2, 2023

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

RECOMMENDED



ENGINEER–Strand Associates, Inc.®

October 2, 2023

Date

APPROVED



CONTRACTOR–Capital Underground Utilities, LLC

October 3, 2023

Date

APPROVED

OWNER–City of Brenham, Texas

Date



AGENDA ITEM 6.i.

DATE OF MEETING: 10/19/2023

DATE SUBMITTED: 10/11/2023

DEPT. OF ORIGIN: Administration

SUBMITTED BY: Jeana Bellinger

AGENDA ITEM: Approve the Appointment of Cyndee Smith to the City of Brenham's Planning and Zoning Commission for an Unexpired Term Ending December 31, 2023 and Authorize the Mayor to Execute Any Necessary Documentation

SUMMARY STATEMENT: On May 18, 2023, City Council awarded the Air Release Valves on Raw Water Main (Lake Line), Project No. 64C-68C to Capital Underground Utilities for an amount not to exceed \$377,242.00. This Project is funded by ARPA Gant Proceeds.

On August 21, 2023 staff received a letter of resignation from Artis Edwards, Jr. who was serving on the Planning and Zoning Commission. Mr. Edwards resignation was effective immediately. There being no applications on file from 2022 to consider, staff reached out to Ms. Cyndee Smith because she had previously contacted staff about serving on the P&Z Commission and was planning to apply in 2024.

Due to Ms. Smith's real estate and other planning-related experience, staff is recommending she be appointed to replace Mr. Edwards. The Council Subcommittee (LaRoche, Cook and Saunders) have also reviewed the application and are in favor of the appointment.

ATTACHMENTS:

(1) Request for Appointment Form from Cyndee Smith

RECOMMENDED ACTION: Approve the appointment of Cyndee Smith to the City of Brenham's Planning and Zoning Commission for an unexpired term ending December 31, 2023 and authorize the Mayor to execute any necessary documentation.



**REQUEST FOR APPOINTMENT TO
CITY OF BRENHAM
BOARDS AND COMMISSIONS**

would
TERM EXP 12/31/2023

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

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

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

Name: Ms. SMITH CYNDEE
(Title) (Last) (First) (Middle)

Residence Address: 505 W. TOM GREEN BRENHAM TX 77833
(Street) (City) (State) (Zip)

Mailing Address: (If different from above)

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

Preferred Phone and Fax: 713-816-3407
(Phone) (Fax)

Email Address: [REDACTED]

Occupation: REAL ESTATE - COMMERCIAL - 1

Employer: OLDHAM GOODWIN GROUP

Are you a registered voter in Washington County? X Yes ___ No

Are you a resident of the City of Brenham? X Yes ___ No Length of residency: 1 1/2

Are you a resident of Washington County? X Yes ___ No Length of residency: 23 yrs

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

___ Yes X No If yes, explain: _____

Applicant Name: CYNDEE SMITH**BACKGROUND**Education/Training: COMMERCIAL REAL ESTATE IN HOUSTON 1985-2013Areas of Interest: PLANNING & ZONING

Current or Past Volunteer Experience/Community Service:

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

Organization: WASHINGTON ON THE BRAZOS HISTORICAL FOUNDATION ^{BOARD} 14 YRSOrganization: CAMP FOR ALL BOARD 25 YRSOrganization: INTERNATIONAL COUNCIL OF SHOPPING CENTERS (ICSC) 30+ YRSOrganization: SOUTH CENTRAL BOARD OF REALTORS 10 YRS
HOUSTON LIVESTOCK SHOW & PODED - LIFETIME MEMBER
COMMERCIAL REAL ESTATE WOMEN (CREW) FOUNDING MEMBER 30 YRS

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

BIO ATTACHED

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

Cynthia L. Smith
Signature9/29/23
Date

FILE THIS COMPLETED APPLICATION FORM WITH CITY SECRETARY'S OFFICE ON OR BEFORE 5:00 P.M. ON NOVEMBER 30TH.

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

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

Cyndee Smith

From: Cyndee Smith
Sent: Monday, October 2, 2023 4:52 PM
To: Cyndee Smith
Subject: FW: Application to P&Z Board
Attachments: Bio 9.29.23.docx

From: Cyndee Smith <cyndee.smith@oldhamgoodwin.com>
Sent: Monday, October 2, 2023 4:48 PM
To: Cyndee Smith <cyndee.smith@oldhamgoodwin.com>
Subject: Application to P&Z Board

To Whom it May Concern:

Thank you for considering my application to the P&Z Board. The attached bio explains my business experience in greater detail.

I am applying for this position because I have always enjoyed being part of the planning process for commercial real estate projects. The "big picture" was important when leasing space or selling property as part of a development. The greatest part of my career was spent in Houston and, even though Houston does not have zoning, master-planned communities were created to ensure an environment where a family would find quality of life. When developing in those communities, there were always restrictions to consider so we had to work within that framework. Also, I have travelled extensively always reviewing, and appreciating, what makes a successful development.

Washington County is a very special place and I am fortunate to have lived here for 23 years. In the year 2000, my first home was in Old Washington where I lived on acreage for 21 years and now my home is Brenham where I enjoy being close to conveniences. As a team member of Oldham Goodwin Group with offices in Bryan/College Station and Houston, I have the privilege of being able to office at home and enjoy Brenham every day of the week!

Please feel free to contact me with any questions. Thank you, again.
Cyndee Smith



CYNDEE SMITH
Senior Vice President | Retail and Land Services
O: 281.256.2300 | C: 713.816.3407
5050 Westheimer Road, Suite 300, Houston, TX 77056

CYNDEE SMITH

SENIOR VICE PRESIDENT / RETAIL AND LAND SERVICES

OLDHAM GOODWIN GROUP



Cyndee Smith has been active in commercial real estate since 1982. She joined Oldham Goodwin Group of Bryan/College Station, in 2012 to open their Washington County office.

Prior to that time Cyndee was the Sr. Vice President of Retail for 20 years with Shelby/Estus Realty Group in Houston where she specialized in retail/commercial leasing and sales. Cyndee has 30+ years of experience working in greater the Houston area. She has been a part of teams that developed various retail projects including grocery anchored neighborhood centers, lifestyle centers, stand-alone buildings and regional centers with power tenants. Some projects were new construction from ground up and others were remodels or repurposed buildings.

Early in her career, Cyndee primarily leased retail centers for many different developers. Over the years she turned to tenant representation and developed relationships with a myriad of national and regional tenants. The opportunity to represent both landlords and tenants has given Cyndee a unique understanding of how each party views a transaction and how to create a win/win situation for both parties. Cyndee believes the key to excellence lies in developing close communications between all parties and maintaining long-term relationships.

As a native Texan that grew up in a small town, she decided to move to Washington County in 2000 and, in addition to the commercial aspect, she has been able to parlay her skills into farm and ranch sales. Having lived in both city and rural areas has given her the ability to help newcomers understand the nuances of adjusting from city life to country life and she is able to share first-hand knowledge about the area, its people and local issues.

Volunteer passions include Camp For All; Washington-on-the-Brazos State Historic Site; Houston Livestock Show & Rodeo Lifetime Member; The Barnhill Center at Historic Simon Theater; former Washington County Chamber Board member; Washington County Leadership Program, Chappell Hill Historical Society and she always ready to help with other volunteer positions. She is a member of the SouthCentral Board of Realtors, International Council of Shopping Centers (ICSC); Founding member and Past President of CREW/Houston (Commercial Real Estate Women).



AGENDA ITEM 7

DATE OF MEETING: October 19, 2023

DATE SUBMITTED: October 12, 2023

DEPT. OF ORIGIN: Tourism & Marketing

SUBMITTED BY: Jennifer Eckermann

AGENDA ITEM DESCRIPTION: Presentation and Update on the Smithsonian's Museum on Main Street Program

SUMMARY STATEMENT:

The Smithsonian is coming to Brenham!

I'm happy to report that Brenham has been selected by the Texas Historical Commission as one of 7 towns (out of 53 applicants) in the state to host Museum on Main Street (MoMS), a program of the Smithsonian Institution that brings traveling exhibits to rural communities across the country. The exhibit, *Crossroads: Change in Rural America*, will be traveling the state in 2024 and 2025 and will be in Brenham December 7, 2024 – January 19, 2025.

This is an amazing opportunity to partner with the Smithsonian, and along with our applicant partners David Thomas, Director of the Brenham Heritage Museum, and Dr. Tina Henderson with Texas Ten Historical Explorers, plans are already underway to create a cultural, educational, and unifying experience that will impact our community for years to come.

While December 2024 seems far away, there is a lot of work to be done. Local exhibits, educational programs and cultural activities will be developed that tie into the primary themes of the Smithsonian exhibit, including Identity; Land; Community; Persistence; and Managing Change.

We are looking forward to developing more partnerships within the community and will encourage community participation throughout the planning process. We'll share some of these opportunities with you at the Council meeting.

ATTACHMENT(S): None

RECOMMENDED ACTION: Discussion only



AGENDA ITEM 8

DATE OF MEETING: October 19, 2023

DATE SUBMITTED: October 13, 2023

DEPT. OF ORIGIN: Development Services

SUBMITTED BY: Shauna Laauwe, AICP

AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Ordinance No. O-23-028 on Its Second Reading Amending Appendix A – Zoning of the Code of Ordinance of the City of Brenham in Washington County, Texas (Case No, P-23-026) to Include:

- a) Revision of the Permitted and Specific Use Provisions of the R-2 (Mixed Residential) Zoning District Found in Part 2, Division 2, Sections 1 and 2 Respectively;
 - b) Deletions to Part 2, Division 1, Section 11 – Performance Standards; and
 - c) Deletions to Part IV, Division 2, Section 2 Pertaining to Conditions on Variances.
-

SUMMARY STATEMENT: This item is the 2nd Reading for the Ordinance for the proposed text amendments to the R-2 District, Performance Standards regarding the noise regulations, and Conditions on variances. The proposed text amendments for the R-1 District have been separated into a separate Ordinance.

On August 3, 2023, after the scheduled public hearing and Council discussion, the proposed zoning text amendments were tabled from consideration. Council voiced concerns and hesitations to (a) a revision of the definition of “Food Truck Site” found in Part 1, Section 5, Section 5.02 and; (b) the proposed revisions to the Specific Use provisions of the R-1, Single-Family residential zoning district, specifically the addition of Sections 1.03(6) and (7) to allow duplexes and twin homes with the approval of a specific use permit.

On September 21, 2023, the proposed text amendments were presented again on the Regular Agenda. After discussion, Council chose to take no action (deny) the text amendment for the definition of “Food Truck Site,” and to approve the amendments to the R-2 (Mixed Residential) zoning district provisions, the deletions to the Performance Standards relating to the noise regulations, and the deletion of Part IV, Division 2, Section 2 pertaining to conditions on variances. In addition, Council approved the proposed revisions to the Specific Use provisions of the R-1, Single-Family residential zoning district to add Sections 1.03(6) and (7) to allow duplexes and twin homes on lots of a minimum size of 7,500 square feet, with the approval of a specific use permit.

Due to additional concerns regarding the revisions to the Specific Use provisions of the R-1 district to allow duplexes and twin homes on lots of a minimum size of 7,500 square feet with a specific use permit, and in order to facilitate further discussion and consideration, the proposed text amendments have been divided into two separate ordinances to be considered. The Council meeting on October 19, 2023 will be the 1st Reading of the Ordinance regarding the text amendment to the R-1 District to allow duplexes and twin homes as a specific use, while it will be the 2nd Reading for the Ordinance for the proposed text amendments pertaining to the R-2 District, the Noise Ordinance, and Variances that were approved on September 21st.

ATTACHMENT(S):

- (1) Ordinance No. O-23-028
-

RECOMMENDED ACTION: Approve Ordinance No. O-23-028 on Its Second Reading Amending Appendix A – Zoning of the Code of Ordinance of the City of Brenham in Washington County, Texas (Case No, P-23-026) to Include:

- a) Revision of the Permitted and Specific Use Provisions of the R-2 (Mixed Residential) Zoning District Found in Part 2, Division 2, Sections 1 and 2 Respectively;
- b) Deletions to Part 2, Division 1, Section 11 – Performance Standards; and
- c) Deletions to Part IV, Division 2, Section 2 Pertaining to Conditions on Variance

ORDINANCE NO. O-23-028

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS, AMENDING APPENDIX A – "ZONING" OF THE CODE OF ORDINANCES BY AMENDING PART 2, DIVISION 2, SECTION 2 – ZONING DISTRICT REGULATIONS, TO REVISE THE TERM TWO-FAMILY DWELLINGS OR DUPLEXES, TO ALLOW ACCESSORY DWELLING UNITS AND TWIN HOMES AS PERMITTED USES IN THE R-2 (MIXED RESIDENTIAL) DISTRICT, AND TO REMOVE ACCESSORY DWELLING UNITS AS A SPECIFIC USE IN THE R-2 (MIXED RESIDENTIAL) DISTRICT; PROVIDING FOR THE ADDITION OF PART 2 DIVISION 2 – ZONING DISTRICT REGULATIONS, TO ESTABLISH REGULATIONS AND STANDARDS RELATED TO THE DEVELOPMENT OF DWELLING, TWO-FAMILY (DUPLEX); PROVIDING FOR REGULATIONS TO ESTABLISH TWIN HOME, SINGLE-FAMILY ATTACHED UNITS ON INDIVIDUAL LOTS IN THE R-2 (MIXED RESIDENTIAL) DISTRICT; PROVIDING FOR A REVISION TO THE MINIMUM SITE AREA PROVISION AND THE FRONT YARD SETBACK REGULATIONS FOR MULTIFAMILY UNITS (APARTMENTS) IN THE R-2 (MIXED RESIDENTIAL) DISTRICT; AMENDING PART 2, DIVISION 1, SECTION 11 - ZONING DISTRICT REGULATIONS, TO ADD A REFERENCE TO CHAPTER 17, ARTICLE V OF THE CITY OF BRENHAM CODE OF ORDINANCES, AND TO DELETE THE STANDARDS FOR NOISE, USES AND ACTIVITIES, TABLE 1, VIBRATIONS, AND TABLE 2 FROM THE SECTION 11 PERFORMANCE STANDARDS; PROVIDING FOR THE DELETION OF DIVISION 2, SECTION 2 – ZONING DISTRICT REGULATIONS, TO REMOVE THE PROVISION ALLOWING CONDITIONS TO A VARIANCE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Brenham has requested that Appendix A - "Zoning" of the Code of Ordinances be amended; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Brenham, Texas, have published notice and conducted public hearings regarding the request to amend Appendix A - "Zoning" of the Code of Ordinances; and

WHEREAS, all persons desiring to comment on the proposal were given a full and complete opportunity to be heard; and

WHEREAS, these amendments were recommended for approval by the City of Brenham Planning and Zoning Commission in its final report during its regular meeting July 24, 2023; and

WHEREAS, the City Council deems it appropriate to approve certain requested amendments to Appendix A- "Zoning" of the Code of Ordinances as set forth herein below;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS THAT APPENDIX A - "ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS BE AMENDED IN THE FOLLOWING MANNER:

SECTION 1.

That Appendix A - "Zoning" of the Code of Ordinances of the City of Brenham, Texas Part II, Division 2, Section 2 - R-2, Mixed Residential District, (Sec. 2.02) Permitted uses, is hereby amended to read as follows:

(Sec. 2.02) Permitted uses:

- (1) Any permitted use in district "R-1."
- (2) Cluster housing in accordance with cluster housing development provisions of the subdivision ordinance of the City of Brenham.
- (3) Group residential uses as provided by state law, such as "family homes."
- (4) Multifamily dwellings, including dormitories for students and fraternity or sorority houses, on sites of less than two (2) acres.
- (5) Dwelling, Two-family (duplex), but not including mobile homes or manufactured homes.
- (6) Single-family attached dwellings, (townhouses) in accordance with townhouse development provisions of the subdivision ordinance of the City of Brenham.
- (7) Zero lot line housing development, in accordance with zero lot line development provisions of the Subdivision Ordinance of the City of Brenham.
- (8) Accessory dwelling unit.
- (9) Accessory buildings and uses, customarily incidental to the above uses and located on the same lot therewith, but not involving the conduct of a retail business.
- (10) Twin homes. Single-family attached dwelling of two units on separate adjacent lots that share a common interior wall and property line. Each twin home unit is platted on a separate lot.

SECTION 2.

That Appendix A - "Zoning" of the Code of Ordinances of the City of Brenham, Texas Part II, Division 2, Section 2 - R-2, Mixed Residential District, (Sec. 2.03) Specific uses, is hereby amended to read as follows:

(Sec. 2.03) Specific uses:

- (1) Bed and breakfast house.
- (2) Churches and related auxiliary uses, including educational or philanthropic uses.
- (3) Country clubs or golf courses, but not including miniature golf courses, driving ranges or similar forms of commercial amusement.
- (4) Multifamily development, including dormitories for students and fraternity or sorority houses, that meets the standard density requirements for the R-2 District, and that is proposed for a development site of two (2) acres or more.
- (5) Private and accredited elementary and secondary schools.
- (6) Retirement villages with site areas of two (2) acres or more.

SECTION 3.

That Appendix A - "Zoning" of the Code of Ordinances of the City of Brenham, Texas Part II, Division 2, Section 2 - R-2, Mixed Residential District, (Sec. 2.05) (2) Area regulations – Single-family attached units (townhomes), is hereby amended to read as follows:

(2) Single-family attached units (townhomes)

- (A) Minimum site area. The minimum area for townhouse development shall be nine thousand (9,000) square feet.
- (B) Size of yards:
 - (i) Front yard. There shall be a front yard having a depth of not less than twenty (20) feet, and a front yard [width] of not less than thirty (30) feet adjacent to all major streets.
 - (ii) Side yard. No side yard shall be required, except where contiguous townhomes are separated, a minimum of ten (10) feet shall be maintained between the separated units and on corner lots a minimum of fifteen (15) feet shall be maintained between the building line and the side lot line of the corner lot.
 - (iii) Rear yard. A rear yard of fifteen (15) feet shall be maintained for all attached townhome units, except that a rear yard of not less than twenty-five (25) feet shall be maintained where adjacent to a major street.

- (C) Size of lots:
- (i) Lot area. No building shall be constructed on any lot of less than three thousand (3,000) square feet.
 - (ii) Lot width. The width of the lot shall be not less than thirty (30) feet at the front street building line, nor shall its average width be less than thirty (30) feet.
 - (iii) Lot depth. The average depth of the lot shall not be less than one hundred (100) feet.
 - (iv) Legally existing nonconforming lots. Where a legally platted lot for townhomes having less area, width, and/or depth than herein required existed upon the effective date of this ordinance, the above regulations shall not prohibit the erection of a single family attached or detached unit thereon, provided the applicable setbacks as provided above shall be maintained.
- (D) Lot coverage: In no case shall more than eighty (80) percent of the total lot area be covered by the combined area of the main buildings, and accessory buildings and other impervious surfaces, excluding pools.
- (E) Utility Access: All utilities shall be located adjacent to a public or private all weather surface. Utility layouts shall be approved by the General Manager of Public Utilities or designee prior to approval of civil plans.

SECTION 4.

That Appendix A - "Zoning" of the Code of Ordinances of the City of Brenham, Texas Part II, Division 2, Section 2 - R-2, Mixed Residential District, is hereby amended to add Section 2.05(3) Area regulations – Dwelling, two-family (duplex): Two (2) Single-family attached units, to read as follows:

- (3) Dwelling, two-family (duplex): Two (2) Single-family attached units
- (A) Minimum site area. The minimum area for a duplex development is six thousand (6,000) square feet.
- (B) Size of Yards:
- (i) Front yard. There shall be a front yard having a depth of not less than twenty-five (25) feet.
 - (ii) Side yard. A minimum of ten (10) feet shall be maintained between the exterior building line and side lot line. On corner lots a side street setback of fifteen (15) feet shall be maintained between the building line and the side lot line of the corner lot.
 - (iii) Rear yard. A rear yard of twenty (20) feet shall be maintained for all attached home units, except that a rear yard of not less than twenty-five (25) feet shall be maintained where adjacent to a major street.

- (C) Size of lots:
- (i) Lot area. Duplex units shall not be constructed on any lot of less than six thousand (6,000) square feet.
 - (ii) Lot width. The width of the lot shall be not less than sixty (60) feet at the front street building line, nor shall its average width be less than sixty (60) feet.
 - (iii) Lot depth. The average depth of the lot shall not be less than one hundred (100) feet.
- (D) Lot coverage: In no case shall more than sixty (60) percent of the total lot area be covered by the combined area of the main buildings, and accessory buildings and other impervious surfaces, excluding pools.

SECTION 5.

That Appendix A - "Zoning" of the Code of Ordinances of the City of Brenham, Texas Part II, Division 2, Section 2 - R-2, Mixed Residential District, is hereby amended to add Section 2.05(4) Area regulations – Twin homes: Single-family attached units on individual lots, to read as follows:

(4) Twin homes: Single-family attached units on individual lots

- (A) Minimum site area. The minimum area for twin home development shall be six thousand (6,000) square feet.
- (B) Size of Yards:
- (i) Front yard. There shall be a front yard having a depth of not less than twenty-five (25) feet.
 - (ii) Side yard. A minimum of ten (10) feet shall be maintained between the exterior building line and the side lot line. On corner lots, a minimum side street setback of fifteen (15) feet shall be maintained between the building line and the side lot line of the corner lot.
 - (iii) Rear yard. A rear yard of twenty (20) feet shall be maintained for all attached home units, except that a rear yard of not less than twenty-five (25) feet shall be maintained where adjacent to a major street.
- (C) Size of lots:
- (i) Lot area. No twin home unit shall be constructed on any lot of less than three thousand (3,000) square feet.
 - (ii) Lot width. The width of the lot shall be not less than thirty (30) feet at the front street building line, nor shall its average width be less than thirty (30) feet.
 - (iii) Lot depth. The average depth of the lot shall not be less than one hundred (100) feet.
 - (iv) Legally existing nonconforming lots. Where a legally platted lot for twin homes having less area, width, and/or depth than herein required existed upon the effective date of this ordinance, the above regulations shall not prohibit the erection of a single family attached or detached unit thereon, provided the applicable setbacks as provided above shall be maintained.

- (D) Lot coverage: In no case shall more than sixty (60) percent of the total lot area be covered by the combined area of the main buildings, and accessory buildings and other impervious surfaces, excluding pools.

SECTION 6.

That Appendix A - "Zoning" of the Code of Ordinances of the City of Brenham, Texas Part II, Division 2, Section 2 - R-2, Mixed Residential District, (Sec. 2.05) (3) Area regulations – Zero lot line (patio homes), is hereby renumbered to read Sec. 2.05 (5).

SECTION 7.

That Appendix A - "Zoning" of the Code of Ordinances of the City of Brenham, Texas Part II, Division 2, Section 2 - R-2, Mixed Residential District, (Sec. 2.05) (4)(A)(B) Area regulations – Multifamily units (apartments), is hereby amended to read as follows:

(6) Multifamily units (apartments):

- (A) Minimum site area. The minimum site for multifamily development shall be six thousand (6,000) square feet.
- (B) Size of yards:
- (i) Front yard. There shall be a front yard having a depth of not less than twenty-five (25) feet.
 - (ii) Side yard. There shall be a side yard of not less than fifteen (15) feet, including, but not limited to, side yards adjacent to public streets.
 - (iii) Rear yard. A rear yard of fifteen (15) feet shall be maintained. There shall be a rear yard of not less than twenty-five (25) feet adjacent to all major streets.

SECTION 8.

That Appendix A - "Zoning" of the Code of Ordinances of the City of Brenham, Texas Part II, Division 1, Section 11 – Performance Standards, is hereby amended to read as follows:

Sec. 11. Performance standards

(Sec. 11.01) Compliance required. No land, structures or uses in any district of the City of Brenham shall create any dangerous, injurious, noxious, or otherwise objectionable fire, noise or vibration in violation of Chapter 17, Article V of the City of Brenham Code of Ordinances, air pollution, odorous matter, fire and explosive hazard material, toxic and noxious matter, vibration, open storage and glare in such an amount as to adversely affect the surrounding area or adjoining premises. In the event of conflict between any of the specific provisions or sections of this ordinance with regulations of the Environmental Protection Agency, the Occupational Health and Safety Administration and the Texas Natural Resource Conservation Commission, then the most restrictive provisions shall be deemed controlling. Permitted uses as set forth in this ordinance shall be undertaken and maintained only upon the condition that they conform to the regulations of this section.

(Sec. 11.02) Standards. The following standards shall apply in the various zoning districts as set forth below:

- (1) Open storage. No open storage of materials or commodities shall be permitted in any district except as an accessory use to a main use in a B-2 (Business, Research and Technology District) or an ID (Industrial District). The prohibition against open storage set forth above does not apply to the display and sale of automobiles, recreational vehicles, manufactured housing, mobile homes, and/or boats if conducted as a principal or primary use in a zoning district which specifically permits that type of enterprise.

In the B-2 or I District open storage operation shall not be located in the front or on the side of a main building, unless it is screened from adjacent residential uses and public rights-of-way as provided below, except that a front or side yard that is adjacent to public right-of-way may be used for open display and sale of retail merchandise, if said use is an accessory use to a principal retail use that is located and legally permitted in the B-2 District or the I District. A front or side yard that is adjacent to public right-of-way may by specific use permit be used for the open display and sale of retail merchandise when said use of land is an accessory use to a principal retail use located and legally permitted in the B-1 District. In addition, automobile wrecking, junk or salvage yards where legally permitted as a principal or primary use shall be screened as provided below.

- (a) A screening wall or fence shall be of wood or masonry construction of sufficient height to conceal that which is being stored.
- (b) A hedge which shall be of a height and density to conceal that which is being stored.

SECTION 9.

That Appendix A - "Zoning" of the Code of Ordinances of the City of Brenham, Texas Part IV, Division 2 – Variances, is hereby amended to read as follows:

Section 1. Limitations.

The board of adjustment shall have the authority to grant variances in accordance with the standards and procedures provided herein, from any and all technical requirements of the zoning ordinance, but may not grant variances to use requirements or procedural requirements or for procedural requirements for hearing or notice, provided that:

- (1) Such modifications are necessary to accommodate appropriate development of a particular parcel of land that is restricted by attributes inherent in the land such as area, shape or slope to the extent that it cannot otherwise be appropriately developed.
- (2) The granting of the variance will not be materially detrimental or injurious to other property or improvements in the neighborhood in which the subject property is located, nor impair an adequate supply of light or air to adjacent property, nor substantially increase the congestion in the public streets, nor increase the danger of fire, or in any way endanger the public health, safety and wellbeing of the neighborhood in which the subject property is located.
- (3) The literal enforcement of the ordinance would work on unnecessary hardship.
- (4) The piece of property is unique and contains properties or attributes not common to other similarly situated properties.
- (5) The need for the variance was not created by the applicant.
- (6) The hardship to be suffered through the literal enforcement of the ordinance would not be financial alone.
- (7) The granting of the variance would not be injurious to the public health, safety and welfare or defeat the intent of the philosophy contained in the zoning ordinance.

Section 2. Prohibitions.

The board shall not consider or grant use variances, except as provided in Division 4 below for legally existing nonconforming uses.

SECTION 10.

All provisions of any ordinance, resolution or other action of the City in conflict with this Ordinance are hereby repealed to the extent they are in conflict. Any remaining portions of said ordinances, resolutions or other actions shall remain in full force and effect.

SECTION 11.

Should any section, subsection, sentence or 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 12.

This Ordinance shall become effective upon adoption and publication as required by law.

PASSED and APPROVED on its first reading the 21st day of September 2023.

PASSED and APPROVED on its second reading the 19th day of October 2023.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



AGENDA ITEM 9

DATE OF MEETING: October 19, 2023

DATE SUBMITTED: October 13, 2023

DEPT. OF ORIGIN: Development Services

SUBMITTED BY: Shauna Laauwe, AICP

AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending Appendix A – Zoning of the Code of Ordinances of the City Brenham in Washington County, Texas (Case No, P-23-026) to Include:

- a. Revision of the Specific Use Provisions for the R-1 (Single Family Residential) Zoning District Found in Part 2, Division 2, Sections 1 and 2
-

SUMMARY STATEMENT: This item is the 1st Reading of the Ordinance regarding the text amendment to the R-1 District to allow duplexes and twin homes as a specific use on lots of a minimum size of 7,500 square feet.

On August 3, 2023, after the scheduled public hearing and Council discussion, the proposed zoning text amendments were tabled from consideration. Council voiced concerns and hesitations to (a) a revision of the definition of “Food Truck Site” found in Part 1, Section 5, Section 5.02; and (b) the proposed revisions to the Specific Use provisions of the R-1, Single-Family residential zoning district, specifically the addition of Sections 1.03(6) and (7) to allow duplexes and twin homes with the approval of a specific use permit.

On September 21, 2023, the proposed text amendments were presented again on the Regular Agenda. After discussion, Council chose to take no action (deny) the text amendment for the definition of “Food Truck Site,” and to approve the amendments to the R-2 (Mixed Residential) zoning district provisions, the deletions to the Performance Standards relating to the noise regulations, and the deletion of Part IV, Division 2, Section 2 pertaining to conditions on variances. In addition, Council approved the proposed revisions to the Specific Use provisions of the R-1, Single-Family residential zoning district to add Sections 1.03(6) and (7) to allow duplexes and twin homes on lots of a minimum size of 7,500 square feet, with the approval of a specific use permit.

Due to additional concerns regarding the revisions to the Specific Use provisions of the R-1 district to allow duplexes and twin homes on lots of a minimum size of 7,500 square feet with a specific use permit, the text amendments regarding the R-1 District have been separated into a separate ordinance from the proposed amendments to the R-2 District, Performance Standards, and Conditions on Variances.

ATTACHMENT(S):

- (1) Ordinance on First Reading
-

RECOMMENDED ACTION: Approve an Ordinance on its first reading amending Appendix A – Zoning of the Code of Ordinances of the City Brenham in Washington County, Texas (Case No, P-23-026) to Include:

- a. Revision of the Specific Use Provisions for the R-1 (Single Family Residential) Zoning District Found in Part 2, Division 2, Sections 1 and 2
-

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS, AMENDING APPENDIX A – "ZONING" OF THE CODE OF ORDINANCES BY AMENDING PART 2, DIVISION 2, SECTION 1 – ZONING DISTRICT REGULATIONS, TO ALLOW DWELLING, TWO-FAMILY (DUPLEX) AND TWIN HOMES BY SPECIFIC USE PERMIT IN THE R-1 (SINGLE-FAMILY RESIDENTIAL) DISTRICT WITH A PROVISION FOR A MINIMUM LOT SIZE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Brenham has requested that Appendix A - "Zoning" of the Code of Ordinances be amended; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Brenham, Texas, have published notice and conducted public hearings regarding the request to amend Appendix A - "Zoning" of the Code of Ordinances; and

WHEREAS, all persons desiring to comment on the proposal were given a full and complete opportunity to be heard; and

WHEREAS, these amendments were recommended for approval by the City of Brenham Planning and Zoning Commission in its final report during its regular meeting July 24, 2023; and

WHEREAS, the City Council deems it appropriate to approve certain requested amendments to Appendix A- "Zoning" of the Code of Ordinances as set forth herein below;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS THAT APPENDIX A - "ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS BE AMENDED IN THE FOLLOWING MANNER:

SECTION 1

That Appendix A - "Zoning" of the Code of Ordinances of the City of Brenham, Texas Part II, Division 2, Section 1 – R-1, Single-Family Residential District (Section 1.03) Specific uses is hereby amended to read as follows:

Section 1. R-1 Residential District

(Sec.1.03) Specific Uses:

- (1) Accessory dwelling unit.
- (2) Churches and related auxiliary uses, including educational or philanthropic uses.
- (3) Country clubs or golf courses, but not including miniature golf courses, driving ranges or similar forms of commercial amusement.
- (4) Private and accredited elementary and secondary schools.
- (5) Farms, nurseries, or truck gardens, limited to the propagation and cultivation of plants, provided no retail or wholesale business is conducted on the premises, and provided further that no poultry or livestock other than normal household pets shall be housed within one hundred (100) feet of any property line.
- (6) Dwelling, two family (duplex): Two (2) single-family attached units, on a lot with a minimum lot size of 7,500 square feet, and in accordance with the development standards outlined in the “R-2: Mixed Residential District.”
- (7) Twin Homes: Single-family attached units on individual lots with a minimum lot size of 3,750 square feet each, and in accordance with the development standards outlined in the “R-2: Mixed Residential District.”

SECTION 2.

All provisions of any ordinance, resolution or other action of the City in conflict with this Ordinance are hereby repealed to the extent they are in conflict. Any remaining portions of said ordinances, resolutions or other actions shall remain in full force and effect.

SECTION 3.

Should any section, subsection, sentence or 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 4.

This Ordinance shall become effective upon adoption and publication as required by law.

PASSED and APPROVED on its first reading this the _____ day of October 2023.

PASSED and APPROVED on its second reading this the _____ day of November 2023.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



AGENDA ITEM 10

DATE OF MEETING: 10/19/23

DATE SUBMITTED: 10/10/23

DEPT. OF ORIGIN: Public Works

SUBMITTED BY: Dane Rau

AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon RFP No. 23-009 Related to Restroom and Locker Room Improvements at the Blue Bell Aquatic Center and Authorize the Mayor to Execute Any Necessary Documentation

SUMMARY STATEMENT: On September 26, 2023, City of Brenham staff and BBA Architects opened request for proposals related to restroom and locker room improvements at the Blue Bell Aquatic Center. This has been a planned improvement project that was approved by BCDC and fully funded by local sales tax dollars.

Due to this facility being 23 yrs. old and the harsh environment from the chlorine and just older infrastructure, it's important to do some renovations and upgrades. The scope of work consists of new lockers, new flooring, new partitions, upgrade to women's vanity, shower upgrades, hand dryers, additional seating options, upgrade of plumbing fixtures and demo of old items.

We had a total of 3 requests for proposals turned in and Collier Construction met all specifications and had a total base bid of \$341,000. They also included an alternate for replacing the double doors leading to the leisure pool at \$46,000. We all feel comfortable with Collier Construction as they have completed projects for many facilities not only in Brenham but surrounding areas and is currently working with BBA Architects on the remodel of Citizens State Bank in Burton.

We would respectfully ask Council to award RFP No. 23-009 to Collier Construction for the base bid of \$241,000 along with the alternate at \$46,000 totaling \$387,000. These improvements are fully funded by BCDC and local sales tax, not general fund. Work is expected to take 120 days once notice to proceed is given.

ATTACHMENT(S):

- (1) Memo from Purchasing
 - (2) Bid Tabulation
-

RECOMMENDED ACTION: Award RFP No. 23-009 related to Restroom and Locker Room Improvements at the Blue Bell Aquatic Center to Collier Construction in the amount of \$387,000.00 and authorize the Mayor to execute any necessary documentation



MEMORANDUM

To: Carolyn Miller, City Manger
Dane Rau, Director of Public Works
Jeana Bellinger, City Secretary/Director of Administrative Services
Tammy Jaster, Aquatic and Recreation Superintendent

Cc: Kelsey Toy, Assistant Aquatic Superintendent

From: Kyle Branham, Purchasing and Public Works Project Manager

Date: October 9, 2023

Subject: RFP No. 23-009 Blue Bell Aquatic Center (BBAC) Locker Room Renovations

The City of Brenham, with the help of BBA Architects, opened proposals on September 26, 2023, for the BBAC Locker Room Renovations Project. There were 3 proposals received, as shown on the bid tabulation attached. As outlined in the RFP, the project shall be awarded to the lowest responsible bidder pursuant to Texas Government Code, Chapter 2269.

After reviewing all bids received, Collier Construction was the lowest bidder and they have met all other bid requirements. Collier Construction has worked on several other city projects over the years and has provided quality services on all those projects; therefore, it is staff's recommendation to award RFP No. 23-009 base bid and alternate 1 bid to Collier Construction in the total amount of \$387,000.00.

Staff is recommending awarding RFP 23-009 to Collier Construction at the October 19, 2023, City Council meeting.

BID TABULATION

BLUE BELL AQUATIC CENTER
LOCKER ROOM RENOVATIONS RFP NO. 23-009
BRENHAM, TEXAS

BID DATE: SEPTEMBER 26, 2023, 10:00AM



	CONTRACTOR A	CONTRACTOR B	CONTRACTOR C	CONTRACTOR D	CONTRACTOR E
	Sadie Burche	Chappell Hill Construction	Collier Construction	name	name
Date and Time Proposal Submitted	9:53am	9:19am	10:00am		
Bid Security Provided	yes / no	yes / no	yes / no	yes / no	yes / no
BID ITEMS					
Base Bid Proposal	\$439,777.00	\$372,000.00	\$341,000.00		
Percentage for Change Order General Conditions	20%	15%	10%		
Calendar Days for Completion of Work	122	120	120		
Alternate 1: Replace aluminum entrances	Add \$60,000.00	Add \$46,000.00	Add \$46,000.00		
TOTAL BASE BID WITH ALTERNATE #1	\$499,777.00	\$418,000.00	\$387,000.00		
Comments:			Voluntary Alternate: Demo tile prior to epoxy flooring installation Add \$9,500.00		



AGENDA ITEM 11

DATE OF MEETING: 10/19/23

DATE SUBMITTED: 10/10/23

DEPT. OF ORIGIN: Finance

SUBMITTED BY: Tim McRoberts

AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending the City of Brenham FY 2023-24 Adopted Budget

SUMMARY STATEMENT:

During the July 25th City Council Budget workshop meeting, staff presented a series of capital and maintenance expenditures to be purchased using FY 22-23 savings. The FY 22-23 budget is projected to have ABNR (Above Budget Net Revenues) in the amount of \$1,551,261. The breakdown of this ABNR can be attributed to higher than budget actual revenues in the amount of \$554,642, mostly attributed to strong sales tax. On the expenditure side, \$996,619 in savings were realized in FY 22-23 mostly due to personnel vacancies in Public Safety, Finance, Streets, and IT. Staff proposes spending \$488,259 of this savings for critical capital and maintenance needs. In order to make these purchases, a budget amendment is required.

ATTACHMENT(S):

- (1) Memorandum on FY 2023-24 Budget Amendment #1
 - (2) Ordinance Amending FY 2023-24 Adopted Budget
 - (3) Exhibit A FY 2023-24 Budget Amendment #1
-

RECOMMENDED ACTION: Approve an Ordinance on its first reading for the amendment to the City of Brenham FY 2023-24 Adopted Budget.

MEMORANDUM

DATE: October 19, 2023

TO: Mayor, Council and City Manager

FROM: Tim McRoberts, Strategic Budget Officer

SUBJECT: FY23-24 Budget Amendment #1

ATTACHMENT: Budget Amendment #1

1. **Purpose.** The purpose of this memorandum is to summarize FY23-24 Budget Amendment #1.
2. **Summary.** During the July 25th City Council Budget workshop meeting, staff presented a series of capital and maintenance expenditures to be purchased using FY 22-23 savings. The FY 22-23 budget is projected to have ABNR (Above Budget Net Revenues) in the amount of \$1,551,261. The breakdown of this ABNR can be attributed to higher than budget actual revenues in the amount of \$554,642, mostly attributed to strong sales tax. On the expenditure side, \$996,619 in savings were realized in FY 22-23 mostly due to personnel vacancies in Public Safety, Finance, Streets, and IT. Staff proposes spending \$488,259 of this savings for critical capital and maintenance needs as outlined below. In order to make these purchases, a budget amendment is required. The following FY 23-24 expenditure budget lines will be amended via the use of unreserved fund balance:

First Year Requested	Line Item	Amount	Expenditure
2021	5-131-312.00	\$ 31,000	Maintenance Caulk City Hall
2022	5-135-812.00	\$ 60,000	2007 Purchasing Forklift
2023	5-135-310.00	\$ 7,500	Purchasing/Warehouse Fence (Disrepair/Code Violation)
2022	5-141-810.00	\$ 84,796	2006 Streets Roller
2022	5-144-810.00	\$ 46,057	2002 Parks Sweeper
2022	5-144-812.00	\$ 37,522	2009 Parks Toro Workman
2002	5-144-812.00	\$ 31,384	2005 Parks 1/2 ton Pickup
2023	5-149-715.00	\$ 15,000	Aquatics Therapy Bulbs (Critical Infrastructure)
2023	5-151-802.00	\$ 32,000	PD Female Locker Room (Capacity issues)
2021	5-151-802.00	\$ 50,000	PD Audio Video
2023	5-152-810.00	\$ 75,000	Fire Heavy Rescue Equip. (Critical Accident Response)
2022	5-172-714.00	\$ 18,000	IT Camera Replace Phase II
		\$ 488,259	

The use of fund balance for these expenditures was factored into the FY 23-24 Budget calculations and leaves the General Fund with a projected 115 days of reserves.

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

ORDINANCE NO. _____

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

WHEREAS, the City Council of the City of Brenham, Texas has previously approved a budget for the fiscal year ending September 30, 2023, after having filed the same with the City Secretary and after holding public hearings on same, all after due notice as required by statute; and

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

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

SECTION 1.

That the City Council of the City of Brenham, Texas, does hereby amend the budget for the City of Brenham, Texas for the fiscal year ending September 30, 2023, as shown on Exhibit A.

SECTION II.

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

PASSED and APPROVED on its first reading this the ____ day of October 2023.

PASSED and APPROVED on its second reading this the ____ day of November 2023.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

Exhibit A FY 2023-24 Budget Amendment #1

First Year Requested	Line Item	Amount	Expenditure
2021	5-131-312.00	\$ 31,000	Maintenance Caulk City Hall
2022	5-135-812.00	\$ 60,000	2007 Purchasing Forklift
2023	5-135-310.00	\$ 7,500	Purchasing/Warehouse Fence (Disrepair/Code Violation)
2022	5-141-810.00	\$ 84,796	2006 Streets Roller
2022	5-144-810.00	\$ 46,057	2002 Parks Sweeper
2022	5-144-812.00	\$ 37,522	2009 Parks Toro Workman
2002	5-144-812.00	\$ 31,384	2005 Parks 1/2 ton Pickup
2023	5-149-715.00	\$ 15,000	Aquatics Therapy Bulbs (Critical Infrastructure)
2023	5-151-802.00	\$ 32,000	PD Female Locker Room (Capacity issues)
2021	5-151-802.00	\$ 50,000	PD Audio Video
2023	5-152-810.00	\$ 75,000	Fire Heavy Rescue Equip. (Critical Accident Response)
2022	5-172-714.00	\$ 18,000	IT Camera Replace Phase II
		\$ 488,259	



AGENDA ITEM 12

DATE OF MEETING: October 19, 2023

DATE SUBMITTED: October 11, 2023

DEPT. OF ORIGIN: Wastewater Construction

SUBMITTED BY: Stephen Draehn

AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon the Purchase of a Freightliner Dump Truck for the City of Brenham's Wastewater Construction Department Through the Interlocal Purchasing System (TIPS) and Authorize the Mayor to Execute Any Necessary Documentation

SUMMARY STATEMENT: The Wastewater Construction Department is seeking Mayor and Council's approval to order one (1) Freightliner Dump Truck for fiscal year 2024 for use on Sewer and Wastewater Construction projects and day to day operations. This piece of equipment was originally budgeted to be purchased in fiscal year 2023 but has been delayed due to supply chain issues with truck chassis. The Dump Truck purchase was re-budgeted for fiscal year 2024 for \$110,00.00. The quoted price is below the proposed budget amount and this purchase will be financed with a (5) five-year note (Separate Agenda Item for the Financing Proposal).

Staff was able to obtain quotes on the Dump Truck from Lone Star Freightliner Group on TIPS contract 221001 for Heavy Duty Equipment. The Interlocal Purchasing System (TIPS) is a National Cooperative Purchasing Program for use by member schools, colleges, universities, cities, counties, and other government entities in all 50 states as authorized by each entity's jurisdictional legal requirements. Purchase will be with TIPS vendor Lone Star Freightliner Group, LLC; DBA Lone Star Truck Group. The purchase price of the Dump Truck is \$109,641.00 which includes the truck chassis and installation of an 8 yard Warren Dump Body. Expected delivery of this unit is in March 2024.

ATTACHMENTS:

- (1) TIPS Contract Pricing Form from Lone Star Freightliner LLC, DBA Lone Star Truck Group,
-

RECOMMENDED ACTION: Approve the purchase of a Freightliner Dump Truck from Lone Star Freightliner Group, LLC; DBA Lone Star Truck Group in the amount of \$109,641.00 through The Interlocal Purchasing System (TIPS) and authorize the Mayor to execute any necessary documentation.



Sales Rep: Jason Wade

9/28/2023

CITY OF BRENHAM TIPS QUOTE - CONTRACT # 221001 HEAVY DUTY EQUIPMENT

Item Description	List Price
2025 Freightliner M2106	\$65,000
PUBLISHED OPTIONS	
CUM B6.7 300 HP @ 2600 RPM, 2600 GOV, 660 LB/FT @ 1600 RPM	\$6,471
ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	\$9,125
DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE	\$141
RS-23-160 23,000# R-SERIES SINGLE REAR AXLE	\$872
DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE	\$734
23,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD	\$698
50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH	\$152
11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI	\$229
FRONT TOW HOOKS - FRAME MOUNTED	\$74
TRAILER TOWING PROVISION AT END OF FRAME FOR TRUCK	\$1,083
SINGLE 14 INCH ROUND POLISHED AIR HORN ROOF MOUNTED	\$108
PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	\$89
BASIC HIGH BACK AIR SUSPENSION PASSENGER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	\$255
Subtotal Published Options	\$85,031
UNPUBLISHED OPTIONS	
QUICKFIT BODY LIGHTING CONNECTOR END OF FRAME	\$350
TRANSMISSION INTERFACE CONNECTOR	\$225
WABCO 4S/4M WITH TRACTION CONTROL	\$856
BW AD-9 BRAKE LINE AIR DRYER WITH HEATER	\$342
DETROIT FUEL WATER SEPARATER WITH WATER IN FUEL SENSOR AND HAND PRIMER	\$256
CONTINENTAL HSR3 11R22.5 14 PLY RADIAL FRONT TIRES	\$553
CONTINENTAL HSR3 11R22.5 14 PLY RADIAL REAR TIRES	\$945
SPECIAL WARREN DUMP BODY	\$20,000
FREIGHT FROM BODY COMPANY	\$1,083
TOTAL PRICE WITH PUBLISHED AND UNPUBLISHED OPTIONS	\$109,641
QUANTITY	1
FINAL INVOICE	\$109,641



AGENDA ITEM 13

DATE OF MEETING: October 19, 2023

DATE SUBMITTED: October 11, 2023

DEPT. OF ORIGIN: Finance

SUBMITTED BY: Stacy Hardy

AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon a Financing Proposal from Bank of Brenham for the Purchase of a Dump Truck for the City of Brenham Wastewater Construction Department and Authorize the Mayor to Execute Any Necessary Documentation.

SUMMARY STATEMENT: This is a companion item for the purchase of a Dump Truck for the City of Brenham Wastewater Construction Department as presented by Stephen Draehn. In order to proceed with and fund this purchase, City Staff obtained three financing proposals (see below) for a five-year note with a principal amount of \$109,641.00 and annual payments beginning in Fiscal Year 2024. Principal and interest payments are factored into the FY24 budget for the Wastewater Fund. The proposal offering the lowest interest rate is Bank of Brenham at 6.875%. We recommend the approval of the financing proposal with Bank of Brenham.

- Brenham National Bank 8.5%
 - Citizens State Bank 7.35%
 - Bank of Brenham 6.875%
-

ATTACHMENT(S):

(1) Term Sheet

RECOMMENDED ACTION: Approve an equipment financing proposal with Bank of Brenham in the amount of \$109,641.00 with a five-year note and an interest rate of 6.875% for the purchase of a dump truck for the City of Brenham Wastewater Construction Department and authorize the Mayor to execute any necessary documentation.

TERM SHEET

LOAN AMOUNT:	\$109,641
LOAN RATE:	6.875%
TERM:	5 YEARS
PAYMENTS:	Annual Payments of approximately \$26,651
COLLATERAL:	2025 Freightliner M2106 with dump bed



AGENDA ITEM 14

DATE OF MEETING: October 19, 2023

DATE SUBMITTED: October 10, 2023

DEPT. OF ORIGIN: Public Utilities

SUBMITTED BY: Alton Sommerfield

AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon a Temporary Resale Amendment to the System Water Availability Agreement Between the City of Brenham and Brazos River Authority for the Temporary Resale of Water and Authorize the Mayor to Execute Any Necessary Documentation.

SUMMARY STATEMENT: On September 1, 2019, an agreement was entered into by and between Brazos River Authority (BRA), a river authority of the State of Texas, and the City of Brenham (Purchaser). BRA made available and Purchaser agreed to purchase 774 acre-feet of raw water per fiscal year for municipal purposes. The intent of this agreement was to secure additional water to sustain long-term future growth for the City of Brenham. The term of the Agreement began September 1, 2019 and shall end on August 31, 2045. Purchase price of the 774 acre-feet is \$93.50/acre-foot or \$72,369.00 annually. The 774 acre-feet of water is in addition to the City's primary water availability agreement for 4,200 acre-feet, of which, 3,100 acre-feet are used annually on average. While securing this water for future use is prudent, the additional water is not needed at this time.

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

This is the same amendment that was approved by Council on November 17, 2022.

ATTACHMENT(S):

- (1) Temporary Resale Amendment to System Water Availability Agreement between Brazos River Authority and City of Brenham.
-

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

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

This Temporary Resale Amendment ("Amendment") is entered into to be effective as of the ____ day of _____, 2023, by and between Brazos River Authority ("BRA"), a river authority of the State of Texas, City of Brenham ("Purchaser"), and Dow Chemical Company ("Resale Purchaser"), (collectively, the "Parties").

RECITALS

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

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

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

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

AMENDMENTS

1. The BRA hereby consents to the temporary resale of 387 acre-feet of water under the Agreement to the Resale Purchaser. Unless terminated earlier consistent with the terms of this Amendment, this consent shall be effective from the Effective Date to August 31, 2024 (the "Termination Date").
2. Until the Termination Date, Resale Purchaser may divert raw water made available under the Agreement at the locations shown on Exhibit "A-1", attached hereto and incorporated by reference herein.
3. Resale Purchaser may utilize the water for industrial purposes.
4. Until the Termination Date, any reference to Exhibit "A" in the Agreement shall also be deemed a reference to Exhibit "A-1".
5. Resale Purchaser hereby agrees to abide by all of the terms and conditions contained in the Agreement and accepts any and all liability for any failure to do so.
6. Resale Purchaser shall be responsible for all coordination with BRA and the Brazos Watermaster ("Watermaster") related to ordering and stopping releases, coordinating run-of-river diversions if applicable, as well as reporting, metering, and notification requirements under the Agreement, and notwithstanding the foregoing, Resale Purchaser

agrees to comply with all BRA water reporting requirements, water conservation plans, drought contingency plans and Watermaster requirements. Non-compliance with the Watermaster's rules and regulations may result in monetary fees or 'water penalties.' Any monetary fees will be the sole responsibility of the Resale Purchaser and any water penalties will be applied directly to this Amendment, which may result in the amount of water authorized under this Amendment to be used at an accelerated rate.

7. This Amendment shall in no way relieve Purchaser from any of its obligations, including payment, under the Agreement, and Purchaser shall be responsible for ensuring that Resale Purchaser complies with all the terms and conditions contained therein and accepts any and all liability for any failure to do so.
8. BRA reserves the right to withdraw its consent of the resale at any time and for any cause without penalty or liability. Upon receipt of such written withdrawal of consent from BRA, Resale Purchaser shall immediately cease diverting BRA water made available under this Amendment.
9. In the event the amount of water made available to Purchaser under the Agreement is reduced for any reason, Resale Purchaser agrees that such reduction shall also result in a reduced amount available under this Amendment.
10. The address for Resale Purchaser, for the purposes of Section 28 of the Agreement, shall be as follows:

The Dow Chemical Company
2301 Brazosport Boulevard
B-3501
Freeport, Texas 77541

11. Capitalized terms used but not defined herein shall have the respective meanings given to them in the Agreement.
12. This Amendment shall commence on the Effective Date and shall continue until the Termination Date. This Amendment shall no longer be of any force or effect after the Termination Date, and the terms and conditions of the Agreement shall be as they were prior to the execution of this Amendment, and Exhibit "A-1" shall be deleted in its entirety. Following the Termination Date, BRA and Purchaser shall be the only parties to the Agreement.

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

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

BRAZOS RIVER AUTHORITY

By: _____

DAVID COLLINSWORTH

Title: **GENERAL MANAGER/CEO**

Date: _____

Attest: _____

CITY OF BRENHAM

By: _____

Title: _____

Date: _____

Attest: _____

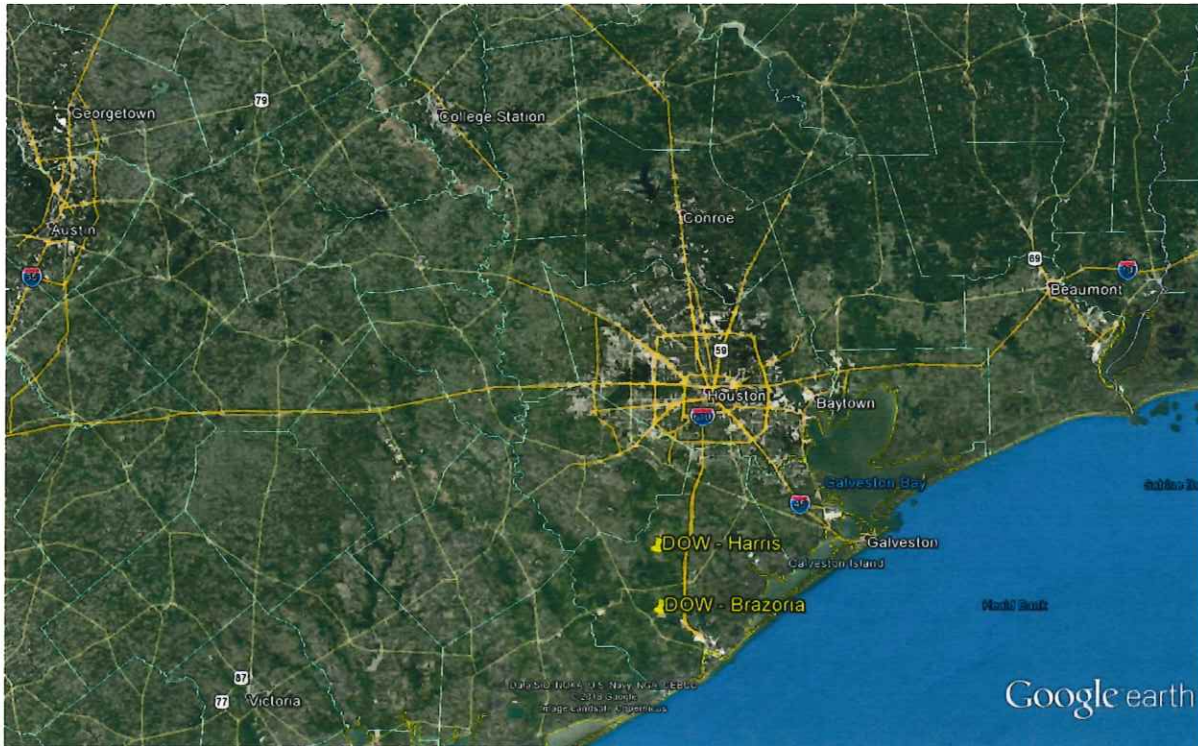
DOW CHEMICAL COMPANY

By: _____

Title: _____

Date: _____

Attest: _____



RE-SALE AGREEMENT with CITY OF BRENHAM

EXHIBIT A-1: DOW CHEMICAL COMPANY, 387-ACFT (IN)

Contract ID: BRENHAM-DOW 24

Diversion ID: BRENHAM-DOW 24

BRENHAM – DOW - Brazoria

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

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

BRENHAM – DOW - Harris

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

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

Prepared by: Julie Andress, Water Accounting Specialist, 8/30/2023



AGENDA ITEM 15

DATE OF MEETING: October 19, 2023

DATE SUBMITTED: October 10, 2023

DEPT. OF ORIGIN: Public Utilities

SUBMITTED BY: Alton Sommerfield

AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon a Water Supply Resale Agreement Between the City of Brenham and the Dow Chemical Company Related to the Temporary Resale of Water and Authorize the Mayor to Execute Any Necessary Documentation

SUMMARY STATEMENT: The Temporary Resale Amendment to the Systems Water Availability Agreement allows Purchaser to elect to resell excess water on a temporary basis to a third party (Resale Purchaser) with prior approval of BRA, in compliance with BRA's Water Policy. To facilitate the resale, Purchaser requires the addition of temporary diversion points from which Resale Purchaser may access water made available under the Agreement and the authorization to use the water for industrial purposes.

The Dow Chemical Company requested the purchase of 774 acre-feet of the City's excess water. Due to the continued drought conditions, the City is willing to sell one-half or 387 acre-feet of the requested amount. The Dow Chemical Company will pay to the City \$93.50 per acre-foot or \$36,184.50 for the 387 acre-feet of water within thirty days from the effective date of this Agreement. Purchaser will withdraw from the Point of Delivery an amount not to exceed 387 acre-feet of water, as specified under the Agreement between BRA and City. This Agreement is effective upon the BRA approval of the Temporary Resale Amendment and terminates when the Purchases has withdrawn 387 acre-feet of water or August 31, 2024, whichever occurs first.

Once drought conditions have ended, the City would consider releasing the remaining 387 acre-feet under a second Water Supply Resale Agreement.

ATTACHMENT(S):

- (1) Water Supply Resale Agreement between the City of Brenham and The Dow Chemical Company
-

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

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

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

Agreement

The City and the Purchaser agree as follows:

Article I. Definitions

In this Agreement:

BRA means the Brazos River Authority.

City means the City of Brenham, Texas.

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

Purchaser means The Dow Chemical Company.

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

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

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

Article II. Term

2.1. This Agreement is effective upon the BRA approval of the Temporary Resale Amendment (“Effective Date”) and terminates when the Purchaser has withdrawn 387 acre-feet of Water or August 31, 2024, whichever occurs first (“Termination Date”). None of the parties to this Agreement will have any rights or obligations set forth in this Agreement before Effective Date. This Agreement will be null and void if, and at such time as, the BRA does not approve the Temporary Resale Amendment or the BRA terminates the Temporary Resale Amendment for any reason prior to the Termination Date set forth in this Agreement.

Article III. Water Supply Resale

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

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

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

3.4. Under this Agreement:

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

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

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

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

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

Article IV. Payment

4.1. The Purchaser will pay the City the applicable BRA System Rate of \$93.50 per acre-foot of Water. The Purchaser will pay the City \$36,184.50 for the 387 acre-feet of Water within thirty (30) days from the Effective Date of this Agreement ("Due Date").

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

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

Article V. Miscellaneous Provisions

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

For the City:

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

With a copy to:
City of Brenham
P.O. Box 1059
Brenham, Texas 77834-1059
Attention: Director of Public Utilities/Alton Sommerfield
Phone: (979) 337-7422
asommerfield@cityofbrenham.org

For the Purchaser:

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

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

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

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

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

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

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

CITY OF BRENHAM, TEXAS

THE DOW CHEMICAL COMPANY

Atwood C. Kenjura, Mayor

Derek Rester, Production Director

Date: _____

Date: _____

ATTEST:

Jeana Bellinger, City Secretary

ATTEST:

Jason Gerrard, Operations Leader

APPROVED AS TO FORM:

Cary L. Bovey, City Attorney

Exhibit A

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

Exhibit B

TEMPORARY RESALE AMENDMENT



AGENDA ITEM 16

DATE OF MEETING: October 19th, 2023

DATE SUBMITTED: October 10th, 2023

DEPT. OF ORIGIN: Public Utilities

SUBMITTED BY: Daniel McCracken

AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon a Resolution No. R-23-038 Setting A Public Hearing to Consider Land Use Assumptions and a Capital Improvement Plan for the Possible Adoption of Impact Fees

SUMMARY STATEMENT: In preparation of the City's implementation of Impact Fees for the accrue ment of funds which will aide in future capital improvement projects for water, wastewater, and roadways, two public hearings are required to both inform the public on the land use assumption and improvement plans related to impact fees, as well as to gain input which will be forwarded to both the CIAC and City Council for considerations. As per Chapter 395, section 42 of the Texas Local Government Code, the City Council will need to adopt a resolution to set the date for a public hearing to consider land use assumptions and capital improvements. The date of the public hearing will be set for December 7th, 2023.

ATTACHMENT(S):

(1) Resolution No. R-23-038

RECOMMENDED ACTION: Approve Resolution No. R-23-038 setting a public hearing to consider land use assumptions and a Capital Improvement Plan for the possible adoption of Impact Fees.

RESOLUTION NO. R-23-038

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS SETTING A PUBLIC HEARING TO CONSIDER LAND USE ASSUMPTIONS AND A CAPITAL IMPROVEMENT PLAN FOR THE POSSIBLE ADOPTION OF WATER, WASTEWATER, AND ROADWAY IMPACT FEES AND AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTATION

WHEREAS, the City is considering imposing impact fees to new development in order to generate revenue for the funding of capital improvements necessitated by and attributed to the new development; and

WHEREAS, Chapter 395 of the Local Government Code requires a study to be performed by a qualified engineer before a municipality may adopt impact fees; and

WHEREAS, on May 4, 2023, the City Council authorized the preparation of an Impact Fee Study (“Study”) by a qualified engineer; and

WHEREAS, the Study was developed regarding land use assumptions and implementation of water, wastewater, and roadway impact fees for the City of Brenham in accordance with Chapter 395 of the Local Government Code; and

WHEREAS, in order to impose an impact fee, Section 395.042 of the Local Government Code requires a municipality to adopt an order, ordinance, or resolution establishing a public hearing date to consider the land use assumptions and the capital improvements plan for the designated service area; and

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

1. A Public Hearing regarding land use assumptions, and water, wastewater, and roadway capital improvement plans will be held during a Special City Council meeting on Thursday, December 7, 2023, at 5:30 p.m. in the Program Room at the Nancy Carol Roberts Memorial Library, 100 Martin Luther King, Jr. Pkwy, Brenham, TX.
2. The Mayor is hereby authorized to execute any necessary documentation necessary to implement this Resolution.

PASSED AND APPROVED on this the 19th day of October 2023.

ATTEST:

Atwood C. Kenjura
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary



AGENDA ITEM 17

DATE OF MEETING: October 19, 2023

DATE SUBMITTED: October 16, 2023

DEPT. OF ORIGIN: Administration

SUBMITTED BY: Jeana Bellinger

AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Interlocal Agreement Between the City of Bryan, City of College Station, City of Brenham, Brazos County, Washington County, Burleson County, Madison County, Grimes County, and Texas A&M University Related to the Operation and Maintenance of the Brazos Valley Wide Area Communications System (BVWACS) and Authorize the Mayor to Execute Any Necessary Documentation

SUMMARY STATEMENT: The Brazos Valley Wide Area Communications System (BVWACS) is a regional public safety radio system that enables several Brazos Valley entities to combine resources and communicate with one another during an emergency. The BVWACS partnership was started in 2008 and currently consists of the City of Brenham, the City of Bryan, the City of College Station, Brazos County, Burleson County, Madison County, Grimes County, Washington County, and Texas A&M University.

In 2013 the BVWACS entities agreed to name the Brazos Valley Council of Governments (BVCOG) as the Managing Entity of the BVWACS. As the Managing Entity, the BVCOG is responsible for the overall management of the BVWACS, coordination with other radio systems, budget oversight, recordkeeping, project management and several other management-related duties.

The ILA, if approved by City Council, would allow the BVCOG to remain the managing partner of BVWACS for five more years, expiring on September 30, 2028.

ATTACHMENT(S):

- (1) Interlocal Agreement for Managing Entity by the BVCOG for the Brazos Valley Wide Area Communications System
-

RECOMMENDED ACTION: Approve an Interlocal Agreement between the City of Bryan, City of College Station, City of Brenham, Brazos County, Washington County, Burleson County, Madison County, Grimes County, and Texas A&M University related to the operation and maintenance of the Brazos Valley Wide Area Communications System (BVWACS) and authorize the Mayor to execute any necessary documentation



**Interlocal Agreement
For Managing Entity by the BVCOG
for the Brazos Valley Wide Area Communications System**

THIS INTERLOCAL AGREEMENT (“ILA”), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the “Act”), by and among the Brazos Valley Council of Governments, hereinafter referred to as “BVCOG,” and the City of Bryan, City of College Station, City of Brenham, Brazos County, Washington County, Grimes County, Madison County, Burleson County, and Texas A & M University, all political subdivisions or agencies of the state of Texas.

WHEREAS, the Brazos Valley Council of Governments (the “BVCOG”) is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Interlocal Cooperation Act codified in Chapter 791 Texas Government Code, the BVCOG is authorized to contract with eligible entities to perform governmental functions and services; and

WHEREAS, the City of Bryan, City of College Station, City of Brenham, Brazos County, Washington County, Grimes County, Madison County, Burleson County, and Texas A & M University, collectively hereinafter sometimes referred to as the “BVWACS Parties” have entered into the Second Restatement of the Interlocal Agreement for the Construction, Acquisition, Implementation, Operation and Maintenance of the Brazos Valley Wide Area Communications System to create and maintain an interoperable radio and data communications system (the “BVWACS Agreement”); and

WHEREAS, the BVWACS Parties desire the BVCOG to supervise the performance of the BVWACS Agreement; and

WHEREAS, the BVCOG desires to undertake the supervision of the performance of the BVWACS Agreement as set forth in this Agreement;

NOW, THEREFORE, BVCOG and the BVWACS Parties do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The BVCOG represents that it is eligible to contract with the BVWACS Parties under the Interlocal Cooperation Act for the purposes recited herein because it is a local government and it possesses adequate legal authority to enter into this Agreement. Likewise, the BVWACS Parties represent that they, too, are each local governments or political subdivisions eligible to enter into this Agreement for the purposes recited herein.

ARTICLE 2: APPLICABLE LAWS

The BVCOG and the BVWACS Parties agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Agreement. This includes applicable laws relating to purchasing and bidding of products and services, maintenance of open records and use of the Brazos Valley Wide Area Communications System in accordance with Federal Communications Commission rules. A party to this Agreement is financially responsible for any FCC penalties, fines or other financial encumbrances or penalties caused by the actions of its agents, employees or representatives.

ARTICLE 3: WHOLE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete agreement among the parties hereto, and supersede any and all oral and written agreements among the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

This Agreement shall be effective when approved by the governing body of the last party which approval makes the Agreement go into effect on October 1, 2023, whichever occurs latest. It shall remain effective until September 30, 2028, subject to the rights of termination set forth herein. The conditions set forth below shall apply unless modified or terminated in accordance with the provisions hereof.

ARTICLE 5: SCOPE OF SERVICES

The BVCOG agrees to perform as the BVWACS Managing Entity certain services for the BVWACS Parties as set forth in Exhibit “A-1” at specified rates and costs as set forth in Exhibit “A-2”. (A sample form Exhibit “A-2” is attached hereto.) Exhibit “A-2” shall be reviewed annually and may be amended in conjunction with the BVWACS fiscal year budget adoption process, to be adopted effective on the 1st day of October of each year during the Term of this Agreement.

The BVCOG will assist the BVWACS Parties in managing grant funds as set forth in Exhibit “A-1”. Nothing herein shall make the BVCOG responsible for providing funding for various projects associated with such grant or programs in the event of a shortfall.

ARTICLE 6: PAYMENTS

Pursuant to the BVWACS Agreement, upon delivery of goods or services provided and upon presentation of properly documented statements on a quarterly basis to each of the BVWACS Parties for their proportionate share of same, each BVWACS Party shall promptly in accordance with the BVWACS Agreement pay the BVCOG the full amount of its respective share. All payments for goods or services will be made from current revenues available to the BVWACS Parties.

ARTICLE 7: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by all the parties, except that any alternations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

ARTICLE 8: TERMINATION PROCEDURES

The BVCOG or the BVWACS Parties may cancel this Agreement at any time upon ninety (90) days written notice by certified mail to the other parties to this Agreement. The obligations of the BVWACS Parties and of the BVCOG, including obligations to pay any invoices outstanding for goods and/or services purchased under this Agreement, shall survive such cancellation, as well as any other obligation incurred under this Agreement, until performed or discharged by the responsible party.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that any party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds.

ARTICLE 11: CONSENT TO SUIT

Nothing in this Agreement will be construed as a waiver or relinquishment by any party of its right to claim such exemptions, privileges and immunities as may be provided by law.

ARTICLE 12: NOTICES

Notices required under this Agreement must be in writing and delivered personally or sent by certified US Mail, postage prepaid, addressed to such party at the following respective addresses:

Brazos Valley Council of Governments:

Attention: Executive Director
P.O. Box 4128
Offices: 3991 East 29th St.
Bryan, Texas 77805-4128

City:

City of Bryan
Attention: City Manager, with a copy to the City Attorney
P. O. Box 1000
Bryan, TX 77805

City:

City of College Station
Attention: City Manager, with a copy to the City Attorney
P. O. Box 9960
College Station, TX 77842

City:

City of Brenham
Attention: City Manager, with a copy to the City Attorney
200 West Vulcan Street
PO Box 1059
Brenham, TX 77834

County:
Brazos County
Attention: County Judge, with a copy to County Attorney
200 S. Texas Avenue
Suite 332
Bryan, TX 77803

County:
Washington County
Attention: County Judge, with a copy to County Attorney
100 East Main Street
Suite 104
Brenham, TX 77833

County:
Burleson County
Attention: County Judge, with a copy to County Attorney
100 W. Buck #306
Caldwell, TX 77836

County:
Madison County
Attention: County Judge, with a copy to County Attorney
103 West Trinity, Suite 113
Madisonville TX 77864

Texas A & M University:
Texas A & M University
Attention: Vice President and Associate Provost
For Information Technology and Chief Information Officer
1365 TAMU
College Station, TX 77843-1365

County:
Grimes County
Attention: County Judge, with a copy to County Attorney
100 Main Street
Anderson, TX 77830

ARTICLE 13: MISCELLANEOUS

a. This Agreement has been made under and shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under, or in connection with, this Agreement shall lie exclusively in Brazos County, Texas.

b. It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter.

c. No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of all the parties.

d. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entities.

e. Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof.

f. This Agreement and the rights and obligations contained herein may not be assigned by any party without the prior written approval of all the other parties to this Agreement.

g. This Agreement is effective as of the effective date set forth above. This Agreement may be executed simultaneously in one or several counterparts, each of which is deemed to be an original and all of which together constitute one and the same instrument. The counterparts may be signed in multiple originals to allow each party to have an originally signed counterpart for each party. The Agreement has been executed in multiple originals, each having equal force and effect, on behalf of the parties.

BRAZOS VALLEY COUNCIL OF GOVERNMENTS

Executive Director

Date: _____

GRIMES COUNTY

County Judge

Date: _____

CITY OF BRYAN

Mayor

Date: _____

ATTEST:

City Secretary

Date: _____

APPROVED AS TO FORM:

City Attorney

Date: _____

CITY OF COLLEGE STATION

Mayor

Date: _____

ATTEST:

City Secretary

Date: _____

APPROVED:

City Manager

Date: _____

City Attorney

Date: _____

Assistant City Manager / CFO

Date: _____

CITY OF BRENHAM

Mayor

Date: _____

ATTEST:

City Secretary

Date: _____

APPROVED AS TO FORM:

City Attorney

Date: _____

BRAZOS COUNTY COMMISSIONERS COURT

County Judge

Date: _____

ATTEST

County Clerk

Date: _____

APPROVED AS TO FORM

Assistant County Attorney

Date: _____

WASHINGTON COUNTY

County Judge

Date: _____

MADISON COUNTY

County Judge

Date: _____

BURLESON COUNTY

County Judge

Date: _____

TEXAS A&M UNIVERSITY

Executive Vice President and
Chief Financial Officer

Date: _____

Exhibit A-1

SCOPE OF SERVICES

The BVCOG shall perform the following services at the following rates for the BVWACS Parties as the Managing Entity pursuant to the BVWACS Agreement:

1. Perform as Managing Entity as set forth in the BVWACS Agreement. This includes the following:
 - a. Overall management. To manage the BVWACS on a day to day basis. Responsibilities include specific duties outlined in the BVWACS Agreement plus any other duties as determined by the Governing Board created under such Agreement.
 - b. Management. Perform ongoing management of the construction, acquisition, implementation, operation and maintenance of the BVWACS;
 - c. Coordination with other radio systems. Serve as principle coordinator with other radio systems as determined by the Governing Board;
 - d. Minutes. Maintain minutes of the Governing Board and Operating Board meetings;
 - e. Recommendations. Make recommendations to the Operating Board regarding proper performance of the BVWACS under the terms of this Agreement;
 - f. Supervision. Supervise additional Employees as applicable;
 - g. Dispute Resolution. Assist in the administrative dispute process as set out elsewhere in this Agreement.
 - h. Agreement copy. Maintain and make available at all reasonable times to the Operating Board and to the Governing Board a current copy of this Agreement, including any amendments and the most current version of all Exhibits together with copies of the most current versions of any subsequently developed operating procedures or standards;
 - i. Financial Responsibilities. Reconcile the budget on a quarterly basis or as requested by the Governing Board. Prepare draft budget, coordinate purchasing, conduct inventories, assist with any audits and handle such other fiscal matters as may be directed by the Governing Board;
 - j. Reports. Provide such performance reports, projection reports and other reports regarding the technical, operational, fiscal and other aspects of the BVWACS as required by the Governing Board or Operating Board;
 - k. Record Keeping. Maintain and keep current all records, legal documents, contracts, manuals, warranties, etc. relating to the BVWACS and make same available for review by any of the Parties upon request;
 - l. Contract Administration. Administer all contracts for the construction, acquisition, implementation, operation and maintenance of the BVWACS;
 - m. Project Management. Oversee the management of all projects relating to the construction, acquisition and implementation of Infrastructure and Improvements to the BVWACS;
 - n. Standard Operating Procedures. Develop, distribute and keep current standard operating procedures for the BVWACS as directed by the Operating Board;
 - o. BVWACS Availability. Ensure operational and technical availability of the BVWACS features to the Parties and Associates in accordance with the goals and objectives set forth herein and that support interaction and communications with other public safety radio systems;

p. Grant Administration. Oversee the application, administration and financial management of grant funding programs available for the construction, acquisition, implementation, operation and maintenance of the BVWACS. This includes performing as a recipient or sub-recipient for the BVWACS Parties in relation to such grant programs, and such other duties as set out below.

2. Perform Grant Administration, including the following:

- a. Procurement and evaluation responses resulting in specific recommendations to the BVWACS Governing Board for the execution of grants and contracts, including receipt of funds;
- b. Recommendation to the BVWACS Governing Board for the award of subcontracts for the provision of the services set forth for covered programs that have been approved in accordance with the BVWACS Agreement;
- c. Management, administration, and oversight of subcontracts and subcontractors' performance, including for contracts for planning, evaluation, and monitoring;
- d. Payment of all authorized grant program expenses, whether for staff or administrative services, participant support costs, authorized subcontracted services, participant wages or stipends, or other costs incurred in the implementation of programs;
- e. Reimbursement of any questioned or disallowed costs will first be demanded from the subcontractor where the costs occurred, and making recommendations regarding possible solutions;
- f. Maintenance of financial and grant participant information records;
- g. Preparation and delivery of such reports and invoices for funds as are required by the state and federal rules, regulations, and administrative policies applicable to the program covered under the statutes;
- h. Preparation of a budget for Grant Recipient/Fiscal Agent;
- i. Authority to procure service providers for services authorized in the adopted and approved annual plans for the covered grant programs;; and
- j. Provision of other duties that may be required by changes in state and/or federal rules, regulations, and/or policies that are applicable to the covered grant program.

3. Exclusion from scope of services:

- a. Conveyance of interests in real property. This does not prohibit the provision of services relating to property acquisition, such as oversight of surveys, title work, appraisals, etc.

EXHIBIT A-2 SAMPLE BUDGET DOCUMENT

BVWACS FY2024 APPROVED Budget			
Description		FY2023	FY2024
Capital Fund Contributions		\$ 103,377.05	\$ 103,377.05
Expenses			
Salary - System Manager		\$ 106,063.10	\$ 109,781.52
Salary - BVCOG Misc		\$ 7,519.09	\$ 7,819.85
Salary Total		\$ 113,588.18	\$ 117,601.37
Benefits Total		\$ 32,581.73	\$ 33,885.00
General, Administrative, & Maintenance Expense			
Consulting Fees	*Other Admin*	\$ -	\$ -
Professional Fees	*Other Admin*	\$ 3,500.00	\$ 4,500.00
Audit Expense	*Other Admin*	\$ 2,684.51	\$ 2,791.89
Travel Expense		\$ 8,000.00	\$ 8,500.00
Maintenance, Motorola		\$ 228,062.07	\$ 245,055.55
Maintenance, Harris County		\$ 64,022.94	\$ 77,395.64
Maintenance, General	*Contingency*	\$ 35,000.00	\$ 45,000.00
Supply Expense	*Other Admin*	\$ -	\$ -
Copier Expense	*Postage & Printing*	\$ 400.00	\$ 400.00
Maintenance, Data Connectivity		\$ 50,000.00	\$ 70,000.00
Telephone Expense	*Includes mobile data devices & phone*	\$ 1,800.00	\$ 3,500.00
Postage Expense	*Postage & Printing*	\$ 75.00	\$ 75.00
Insurance, General		\$ 15,000.00	\$ 15,000.00
Training and Meeting Expense	*Other Admin*	\$ 3,000.00	\$ 4,500.00
General, Admin, & Maintenance Expense Total		\$ 411,544.52	\$ 476,718.08
Indirect			
Indirect Cost Expense		\$ 28,418.00	\$ 29,554.72
ISF			
Accounting Service ISF		\$ 10,342.31	\$ 10,756.00
System Administration ISF		\$ 11,642.85	\$ 12,108.57
Copy/Fax Service ISF		\$ 532.60	\$ 553.91
Human Resource Management ISF		\$ 8,794.19	\$ 9,145.96
Office Space ISF		\$ 8,670.21	\$ 9,017.02
Receptionist/Internet/Local Phone ISF		\$ 8,320.00	\$ 8,652.80
ISF Total		\$ 48,302.17	\$ 50,234.25
Annual Operating & Maintenance Total		\$ 634,434.60	\$ 707,993.42
Annual Operating, Maintenance, & Capital Total		\$ 737,811.65	\$ 811,370.47

FY24 APPROVED															
Capital Equipment Replacement Reserve (CERRF)															
Current Balance	\$ 1,839,799.44														
<table> <tr> <th colspan="2">Contributions</th></tr> <tr> <td>FY19</td><td>\$ 206,754.09</td></tr> <tr> <td>FY20</td><td>\$ 206,754.09</td></tr> <tr> <td>FY21</td><td>\$ 103,377.05</td></tr> <tr> <td>FY22</td><td>\$ 103,377.05</td></tr> <tr> <td>FY23</td><td>\$ 103,377.05</td></tr> <tr> <td>FY24</td><td>\$ 103,377.05</td></tr> </table>		Contributions		FY19	\$ 206,754.09	FY20	\$ 206,754.09	FY21	\$ 103,377.05	FY22	\$ 103,377.05	FY23	\$ 103,377.05	FY24	\$ 103,377.05
Contributions															
FY19	\$ 206,754.09														
FY20	\$ 206,754.09														
FY21	\$ 103,377.05														
FY22	\$ 103,377.05														
FY23	\$ 103,377.05														
FY24	\$ 103,377.05														
FY2024 Projected Balance After 10/1/2023	\$ 1,943,176.49														



AGENDA ITEM 18

DATE OF MEETING: October 19, 2023

DATE SUBMITTED: October 19, 2023

DEPT. OF ORIGIN: Administration

SUBMITTED BY: Jeana Bellinger

AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon the Third Restatement of the Interlocal Agreement for the Construction, Acquisition, Implementation, Operation and Maintenance of the Brazos Valley Wide Area Communications System (BVWACS) and Authorize the Mayor to Execute Any Necessary Documentation

SUMMARY STATEMENT: The Brazos Valley Wide Area Communications System (BVWACS) is a regional public safety radio system that enables several Brazos Valley entities to combine resources and communicate with one another during an emergency. The BVWACS partnership was started in 2008 and currently consists of the City of Brenham, the City of Bryan, the City of College Station, Brazos County, Burleson County, Madison County, Grimes County, Washington County, and Texas A&M University.

This Third Restatement of the ILA outlines the implementation, funding, organization and operation of the BVWACS. If approved by the City Council, the ILA would allow for the BVCOG to remain in place for five more years, expiring on September 30, 2028.

ATTACHMENT(S):

- (1) Third Restatement of the Interlocal Agreement for the Construction, Acquisition, Implementation, Operation, and Maintenance of the Brazos Valley Wide Area Communications System (BVWACS)
-

RECOMMENDED ACTION: Approve the Third Restatement of the Interlocal Agreement for the Construction, Acquisition, Implementation, Operation and Maintenance of the Brazos Valley Wide Area Communications System (BVWACS) and authorize the Mayor to execute any necessary documentation

**THIRD RESTATEMENT OF THE INTERLOCAL AGREEMENT
FOR THE CONSTRUCTION, ACQUISITION, IMPLEMENTATION, OPERATION
AND MAINTENANCE OF
THE BRAZOS VALLEY WIDE AREA COMMUNICATIONS SYSTEM (BVWACS)**

STATE OF TEXAS §
COUNTIES OF BRAZOS, WASHINGTON, MADISON, BURLESON, AND GRIMES §

This Agreement is by and among the City of Bryan, City of College Station, City of Brenham, Brazos County, Washington County, Burleson County, Madison County, Grimes County, and Texas A & M University.

RECITALS

- A. The BVWACS Parties are combining their resources and desire to jointly operate and maintain the Brazos Valley Wide Area Communications System to improve the ability of public safety and public service radio communications internally and among themselves, and to allow direct access to, and exchange of data.
- B. The BVWACS Parties desire to continue to join their Wide Area Communications System with the regional communications system of Harris County, Texas, and to create a mechanism to effectively administrate this endeavor pursuant to a separate agreement with Harris County in a manner consistent with this Agreement.
- C. The BVWACS Parties desire to provide for the organizational structure and funding support for the construction, acquisition, implementation, operation and maintenance of the Wide Area Communications System.

A G R E E M E N T

NOW, THEREFORE, in consideration of the mutual covenants herein, the BVWACS Parties agree as follows:

1. Definitions.

- A. Annual Assessment means a BVWACS Party's proportionate share of the annual Capital Costs and Operating Costs for the upcoming fiscal year based on the approved BVWACS budget and determined by that BVWACS Party's participation percentage as described in Sections 9.B and 9.C of this Agreement.
- B. Brazos County means the corporate and political body of the state of Texas known as Brazos County.
- C. Brenham means the City of Brenham.
- D. Bryan means the City of Bryan.
- E. Burleson County means the corporate and political body of the state of Texas known as Burleson County.
- F. BVWACS Associates means those entities that are sponsored by a BVWACS Party that are eligible to use the licensed frequencies under FCC rules and regulations, that are using the BVWACS and that are not BVWACS Parties pursuant to the terms of this Agreement.
- G. BVWACS Managing Entity means the Brazos Valley Council of Governments contracted to supervise the performance of this Agreement or any other BVWACS Party or third party entity designated to perform this function pursuant to the terms of this Agreement and pursuant to Section 791.013 Texas Government Code.
- H. BVWACS Parties means the state political subdivisions that have entered into this Agreement for the construction, acquisition, implementation, operation and maintenance of the BVWACS, including Bryan, College Station, Brenham, Brazos County, Washington County, Burleson County, Madison County, Grimes County,

and Texas A & M University. Additional parties may be added from time to time pursuant to the terms of this Agreement.

- I. BVWACS Manager means the Employee of the Managing Entity unless designated by the Governing Board otherwise tasked to perform services for BVWACS as set forth in this Agreement.
- J. BVWACS Support Vendor means any of the one or more vendors selected to provide maintenance, repair, troubleshooting, and related services for the Brazos Valley Wide Area Communications System.
- K. BVWACS Value means the undivided interest of a BVWACS Party in the BVWACS Infrastructure, Improvements and real property.
- L. College Station means the City of College Station.
- M. Commencement Date means the date on which this Agreement has been duly approved by all BVWACS parties.
- N. Costs include Capital Costs and Operating Costs as defined below:
 - 1) Capital Costs means all costs incurred for the construction, acquisition and implementation of the BVWACS in accordance with the terms of this Agreement. Capital Costs includes expenditures for the construction, acquisition and implementation of any and all Improvements, Infrastructure, additions, replacements, upgrades and enhancements to the BVWACS; land acquisition costs, including appraisals, legal fees, surveys, and other costs associated thereto; the procurement of any hardware or software relating to the construction and implementation of any and all Improvements, Infrastructure, additions, replacements, upgrades and enhancements to the BVWACS; engineering studies, consulting reports, analysis, design and planning; auditing and compliance with accounting principles and the fiscal and legal expenses relating thereto, and any and all other costs and expenses relating to the foregoing. The BVWACS System Architecture is attached hereto and made a part hereof labeled Exhibit A. Notwithstanding any of the above, Capital Costs shall be processed in accordance with GASB 34 and GAAP Accounting Principles.

- 2) Operating Costs means all costs not specifically identified as Capital Costs and includes all fixed and variable costs and expenses incurred, directly or indirectly, in the operation and maintenance of the BVWACS consisting of, without limit, the direct purchase of goods and services, such as photographic supplies, developing and printing, educational materials, books, office supplies, postage, computer supplies, computer software, small tools and minor equipment, and minor computer hardware, office space or the value thereof; costs associated with contracts to supply goods and services, such as support contracts, rental of copy machines, vehicle maintenance and fuel costs, tower site and infrastructure insurance, building maintenance, computer hardware and software maintenance, printing and binding; personnel costs incurred by all entities for Employees approved in the Budget to support the BVWACS including, without limitation, wages, benefits, insurance, employment related taxes, employers' retirement contributions, phone allowances, pagers, education and seminar fees, travel for training, mileage reimbursement, and parking costs; and further including ongoing utility costs, security, and the normal, periodic maintenance, tuning, servicing, inspecting, parts replacement and repair and other similar activities that are intended to keep the BVWACS functioning efficiently and to maintain the useful life of the assets and reduce the probability of failures. The term includes all other items or expenses of a like or different nature reasonably required or desirable for the efficient maintenance and operation of the BVWACS in full compliance with all current and future regulatory requirements and the performance of the provisions of this Agreement; the provision of liability and other insurance in amounts and types determined necessary for the proper operation of BVWACS; assumption of legal liability of the BVWACS Parties to pay money to satisfy an arbitration award, administrative decision, settlement agreement, or court decision creating a judgment against one or more of the BVWACS Parties as a result of a third party claim arising out of or incident to the terms of this Agreement, including reasonable attorneys' fees and costs incurred in defending against same; and costs incurred in enforcing or defending the provisions of this Agreement,

including reasonable attorneys' fees. Notwithstanding any of the above, Operating Costs shall be processed in accordance with GASB 34 and GAAP Accounting Principles.

- O. Day unless otherwise described, means calendar day.
- P. Employees means the person(s) employed by one or more of the Parties or by the Managing Entity, devoted exclusively to the construction, acquisition, implementation, operation and maintenance of the BVWACS as set forth in this Agreement.
- Q. FCC means the Federal Communications Commission.
- R. Fiscal Year means the fiscal year agreed upon by the entities signing this Agreement. The Fiscal Year in effect as of the execution of this Agreement commences on October 1st of each year and ends the following September 30th.
- S. Grimes County means the corporate and political body of the State of Texas known as Grimes County.
- T. Madison County means the corporate and political body of the State of Texas known as Madison County.
- U. Improvements means any structure, facility, addition, replacement, upgrades and enhancements to the BVWACS including, without limitation, hardware, software, equipment and real property acquired for increasing functionality, range or capacity of the Wide Area Communications System.
- V. Infrastructure means collectively all Improvements, additions, replacements, upgrades and enhancements to real property or personalty, real property acquisition, and all system hardware and software procurement necessary for the normal operation of the BVWACS and excluding Subscriber Equipment. The twenty-one radio consoles implemented in the system initial phase are included as system infrastructure.
- W. Initial Phase means that first phase of Infrastructure and Improvements, including the Capital Costs relating thereto, for the Parties to utilize the BVWACS within the designated portions of the Service Area all as shown on Exhibit B. As proposed herein, the Initial Phase shall include radio voice communications but not data transmission.

- X. Quarterly Assessment means a BVWACS Party's proportionate share of the Capital Costs and Operating Costs that are projected to be incurred and the amount of money projected to be expended during the next fiscal quarter as presented in an itemized schedule prepared by the Managing Entity, with the proportionate share determined in accordance with the participation percentages of the BVWACS Party, in accordance with Sections 9.B. and 9.C.
- Y. Remaining Parties means those BVWACS Parties to this Agreement who remain committed to this Agreement if one or more BVWACS Parties withdraw from this Agreement or is terminated pursuant to the terms of this Agreement.
- Z. Service Area means that geographical area designed to serve the Parties for the BVWACS as same may, from time to time, be amended through approval by the Governing Board. A map of the Service Area is attached hereto as Exhibit B.
- AA. Standard Terms and Conditions means the terms and conditions listed in Exhibit C that must be included in all BVWACS Associate Interlocal Cooperation Agreements.
- BB. Subscriber Equipment means the portable radios, mobile radios, control station radios, radio consoles, excluding the original 21 radio consoles installed or made operational as part of the Initial Phase, and other equipment operated by BVWACS Parties and BVWACS Associates accessing BVWACS.
- CC. Terminated Party means a BVWACS Party who has received a notice of termination and whose participation in the BVWACS Agreement has been terminated for default, after it failed to cure the default in a timely manner.
- DD. Termination Date means twelve (12) months from the date of the notice of withdrawal when a BVWACS Party gives notice of its intention to withdraw from this Agreement and terminate its participation in BVWACS.
- EE. Washington County means the corporate and political body of the state of Texas known as Washington County.
- FF. Wide Area Communications System or BVWACS means the Regional Voice and Data Radio System serving the Brazos County, Grimes County and Washington County, Texas areas as shown on a Service Area map attached as Exhibit B as same may from time to time be amended as provided in this Agreement, implemented by

Parties for public safety and public service purposes in accordance with the terms herein and pursuant to applicable law for such type of public communications system.

GG. Withdrawing Party means a BVWACS Party who gives notice of its intention to withdraw from this Agreement and terminate its participation in BVWACS.

HH. RF Site means the equipment located within the equipment shelter at a given location, the radio tower or structure upon which antennas are mounted at a given location, and any miscellaneous hardware, equipment racks, or utilities necessary for the equipment at a given location to function in support of radio subscriber equipment users in the field.

II. Console site means the equipment located within a dispatch facility at a given location, including computer equipment, servers and server racks, console furniture, and any miscellaneous hardware or utilities necessary for that equipment to function in support of dispatch operations between telecommunicators and radio subscriber equipment users in the field.

JJ. RNI means Radio Network Infrastructure, or the data network which connects all RF and Console sites to the Master Sites in Conroe, TX and Tomball, TX.

2. Term of Agreement.

The term of this Agreement shall be effective when this Agreement has been duly approved by all BVWACS Parties (termed the Effective Date), subject to the BVWACS Parties' rights of termination in this Agreement. The term of this Agreement is from the Effective Date to September 30, 2028. Nothing in this Agreement will prevent the BVWACS Parties from entering into a separate Agreement with another group or entity providing similar radio services provided such Party continues to adhere to the terms and conditions of this Agreement.

3. Purpose.

The purpose of this Agreement is to establish an organizational and management structure for the construction, acquisition, implementation, ongoing administration, operation, and maintenance of the BVWACS by the Parties, including establishing a budget proposal process, a funding process, and the allocation of Costs associated with the construction,

acquisition, implementation, operation, maintenance, and Improvements to the Wide Area Communications System.

The BVWACS Parties have developed initial objectives, attached as Exhibit D, and evaluation factors, attached as Exhibit E.

4. Governing Board.

- A. Purpose. The Governing Board shall set policy for the BVWACS, direct and approve the operating policies and procedures of the Operating Board, adopt a draft budget annually, and carry out any and all other appropriate tasks necessary for the proper functioning of the BVWACS. The Governing Board may exercise such powers and duties as authorized under this Agreement.
- B. Composition. The Governing Board shall consist of one member from each of the BVWACS Parties. Governing Board Members should be public officials or senior executive level employees of their respective BVWACS Party. Governing Board Members may designate in writing an individual within their entity to act in their place. The governing body of a BVWACS Party may designate in writing a change in that BVWACS Party's Governing Board Member.
- C. Officers. The Governing Board shall elect a chair, vice-chair, and other officers annually. The BVWACS Managing Entity shall provide secretarial services and other administrative support services to the Governing Board.
- D. Meeting Requirements. The Governing Board shall meet annually or as-needed, but special meetings may be called by the request of one (1) or more Governing Board Members. These meetings shall be held in compliance with the Texas Open Meetings Act. These meetings shall be publicly posted 72 hours before the meeting by the Chair of the Governing Board. Meeting notices and meeting agenda shall be sent to members of the Governing Board at least 72 hours before the meeting.
- E. BVWACS Improvements. The Governing Board may develop agreements defining the roles and responsibilities of the BVWACS Parties for BVWACS Improvements at the time the BVWACS Improvements are approved by the BVWACS Parties. The funding for these BVWACS Improvements shall be included in these agreements. Unless otherwise

agreed by the BVWACS Parties in writing, funding for the cost of BVWACS Improvements that are constructed or acquired to benefit one (1) or more individual BVWACS Parties shall be paid only by the BVWACS Parties benefiting from such BVWACS Improvements.

- F. Quorum and Voting. No action may be taken by the Governing Board unless a quorum is present. A quorum shall consist of a majority of members. Unless expressly stipulated otherwise in this Agreement or unless required differently pursuant to applicable law, the affirmative vote of a majority of members is required for the Governing Board to adopt any resolution or take any action. Each member of the Governing Board shall have one vote.

5. Operating Board.

- A. Purpose. The management and technical operation of the BVWACS is overseen by an Operating Board which ensures that the policies set by the BVWACS Governing Board are carried out and which provides overall BVWACS advice as to the construction, acquisition, implementation, operation and maintenance of the BVWACS and provides advice to the BVWACS Managing Entity.
- B. Composition. The Operating Board consists of one member appointed by each of the BVWACS Parties. In addition, each BVWACS Party may designate in writing an alternate (“Alternate”) to act in place of its appointed Operating Board member. Notice of a change in designated Board Members or Alternate by a BVWACS Party may be made by sending written notice of the newly designated Board Member(s) or Alternate to the Chair of the Operating Board, with a copy to the BVWACS Managing Entity. The composition of the Operating Board is shown in Exhibit F.
- C. Duties. The Operating Board shall meet quarterly or as-needed. The Operating Board shall examine the apportionment of BVWACS Capital Costs and Operating Costs among the BVWACS Parties and recommend any adjustments needed to the Governing Board. The Operating Board shall annually submit a draft Operating and Capital Program budget for presentation to the Governing Board by March 1 of each year unless directed otherwise by the Governing Board regarding funds needed to improve, operate, maintain, and use the BVWACS. The Operating Board shall review and recommend the operating policies and

procedures for the BVWACS, including policies related but not limited to system security, fleetmap management, capacity management, and interoperability with other radio systems and equipment. The Operating Board shall regularly review the evaluation factors for the BVWACS as described in Exhibit E of this Agreement and take needed actions to ensure reliable BVWACS performance. The BVWACS Managing Entity, together with the Operating Board, shall develop and recommend to the Governing Board BVWACS Improvements as needed to ensure optimal BVWACS functionality and performance. The Operating Board shall consider the impact of proposed BVWACS Associates and proposed new Parties to this Agreement on the capacity of the BVWACS and recommend approval or denial of requests to sponsor an entity as an Associate or to add an additional party to this Agreement. In addition, the Operating Board annually provides input to the Governing Board and to the BVWACS Managing Entity on the performance of the BVWACS Systems Manager.

- D. Terms. The term of each Board Member shall be determined by the appointing BVWACS Party. All Board Members serve at the pleasure of their appointing BVWACS Party.
- E. Attendance Requirements. Either a Board Member or Alternate shall attend all meetings. If a BVWACS Party has no representation at more than 25% of the meetings during any calendar year, the BVWACS Party shall appoint new Board Member(s) and new Alternate(s). Operating Board meetings are scheduled by the Operating Board Chair.
- F. Chair, Vice-Chair, and Secretary. The Operating Board Members elect the Chair, Vice-Chair, and Secretary in the first month of each Fiscal Year. The Chair is responsible for scheduling meetings and providing Operating Board members with meeting notices. One of the duties of the Secretary shall be to record and track attendance of Board Members and Alternates. The BVWACS Managing Entity provides or arranges staff support to make written minutes of each Operating Board meeting and provides other needed logistical support for the Operating Board.
- G. Procedures at Meeting. The Chair presides at the meetings and the Vice-Chair acts in the absence of the Chair. No action may be taken by the Operating Board unless a quorum of Board Members is present. A quorum shall consist of a majority of Board Members. The Chair shall provide the Board Members with at least 20 days' notice of proposed dates for regular meetings. Any Board Member may place items on the Operating Board's meeting

agenda by submitting the item to the Chair at least ten days before the next meeting. The Chair shall submit the agenda to the Board Members no later than seven days before the meeting. Each Board Member shall have one vote. The affirmative vote of more than 50 percent of all the members of the Operating Board is required to adopt any resolution or take any action. Voting by proxy or delegate is permitted.

- H. Actions of Operating Board. The Operating Board may not take any action that would violate any applicable statute, law, regulation, court order, ordinance, commissioners' court order, city charter provision, articles of incorporation or other governing document. If any such action is taken, it is null and void.
- I. Special Meetings. The BVWACS Managing Entity may call meetings upon 72 hours written notice to the Board Members to conduct regular business matters or to address budget related items, which may require action by the Parties' governing bodies to increase or decrease currently budgeted expenditures. The Chair or a majority of the Board Members may also call special meetings of the Operating Board. In the event of an emergency, the notice provision herein shall be suspended.

6. Amendments to Agreement.

Any BVWACS Party may propose an amendment to this Agreement to the Operating Board. The Operating Board considers the amendment and makes a recommendation to the Governing Board for consideration. The Governing Board shall review amendments to this Agreement and may recommend approval of the amendment to the governing bodies of the BVWACS Parties. An amendment to this Agreement shall be effective when approved by three fourths of the governing bodies of the BVWACS Parties. A BVWACS Party whose governing body does not approve an amendment to this Agreement adopted as provided above, may withdraw from participation in the BVWACS as described in Section 17 A. of this Agreement.

7. Construction, Acquisition and Implementation of BVWACS.

- A. Initial Phase. The Initial Phase of the BVWACS shall be comprised of current Infrastructure and Improvements owned by one or more of the Parties hereto plus additional Infrastructure and Improvements to be constructed or acquired. Exhibit A sets

out the Infrastructure, Improvements and real property currently owned by one or more of the Parties as well as the additional proposed BVWACS Infrastructure and BVWACS Improvements that will comprise the Initial Phase. The Parties agree that the Initial Phase of the BVWACS shall be as set forth in Exhibit A.

- B. Ownership and Permission. Ownership of Infrastructure and Improvements currently owned by the Parties shall remain the property of such Party. Permission for all BVWACS Parties, BVWACS Associates, the BVWACS Managing Entity and its respective agents and representatives to access and use such Infrastructure and Improvements as part of the BVWACS in accordance with this Agreement is herein granted. New BVWACS Improvements and BVWACS Infrastructure shall be owned as tenants in common among the Parties then in existence at the time funding was provided for such BVWACS Improvements or BVWACS Infrastructure.

8. Staffing and Operations.

- A. Designation of Managing Entity. The Governing Board shall designate one of the BVWACS Parties or a mutually agreed upon third party as the Managing Entity for the BVWACS.
- B. BVWACS Systems Manager. The Managing Entity is responsible for providing the BVWACS Systems Manager. This may be a full time Employee or, with the approval of the Governing Board, contracted third party devoted to managing the construction, acquisition, implementation, operation and maintenance of the BVWACS under the direction of the Managing Entity. The Operating Board will serve in an advisory capacity to the BVWACS Systems Manager on behalf of the Governing Board. The BVWACS Systems Manager shall be an Employee of the Managing Entity unless the Governing Board designates otherwise. As its Employee, the Managing Entity shall be responsible for the hiring, firing, performance review, training and education, provision of health and retirement benefits and all other costs associated with this position as well as costs associated with being an Employee of the Managing Entity, subject to reimbursement by the Parties through adoption of the annual BVWACS Budget which shall include the costs of all Employees. The Managing Entity shall obtain input from the Governing Board before

taking any formal action regarding performance, including annual reviews, with respect to such Employee.

C. Management Duties of the BVWACS Managing Entity. The BVWACS Managing Entity will manage the BVWACS on a day-to-day basis. Responsibilities include the following plus any other duties as determined by the Governing Board:

- 1) Management. Perform ongoing management of the construction, acquisition, implementation, operation and maintenance of the BVWACS;
- 2) Coordination with other radio systems. Serve as principal coordinator with other radio systems as determined by the Governing Board;
- 3) Minutes. Maintain minutes of the Governing Board and Operating Board meetings;
- 4) Recommendations. Make recommendations to the Operating Board regarding proper performance of the BVWACS under the terms of this Agreement;
- 5) Supervision. Supervise additional Employees as applicable;
- 6) Dispute Resolution. Assist in the administrative dispute process as set out elsewhere in this Agreement;
- 7) Agreement Copy. Maintain and make available at all reasonable times to the Operating Board and to the Governing Board a current copy of this Agreement, including any amendments and the most current version of all Exhibits together with copies of the most current versions of any subsequently developed operating procedures, policies or standards;
- 8) Financial Responsibilities. Reconcile the budget on a quarterly basis or as requested by the Governing Board. Prepare draft budget, coordinate purchasing, conduct inventories, assist with any audits and handle such other fiscal matters as may be directed by the Governing Board;
- 9) Reports. Provide such performance reports, projection reports and other reports regarding the technical, operational, fiscal and other aspects of the BVWACS as required by the Governing Board or Operating Board;

- 10) Record Keeping. Maintain and keep current all records, legal documents, contracts, manuals, warranties, etc. relating to the BVWACS and make same available for review by any of the Parties upon request;
- 11) Contract Administration. Administer all contracts for the construction, acquisition, implementation, operation and maintenance of the BVWACS;
- 12) Project Management. Oversee the management of all projects relating to the construction, acquisition and implementation of Infrastructure and Improvements to the BVWACS;
- 13) Standard Operating Procedures. Develop, distribute and keep current standard operating procedures for the BVWACS as directed by the Operating Board;
- 14) BVWACS Availability. Ensure operational and technical availability of the BVWACS features to the Parties and Associates in accordance with the goals and objectives set forth herein and that support interaction and communications with other public safety radio systems;
- 15) Grant Administration. Oversee the application, administration and financial management of grant funding programs available for the construction, acquisition, implementation, operation and maintenance of the BVWACS. This includes performing as a recipient or sub-recipient for the BVWACS Parties in relation to such grant programs.

D. Staffing. There may be such other Employees as may, from time to time, be budgeted and approved by the Governing Board. The BVWACS Parties through action of the Governing Board may elect to contract out some or all services relating to the construction, acquisition, implementation, operation and maintenance of the BVWACS. The initial number and types of Employees to be provided or funded by the BVWACS Parties are shown in Exhibit G. Notwithstanding anything herein to the contrary, personnel provided by one or more of the Parties to support the BVWACS are, and shall exclusively remain, employees of their respective entity, subject to all of the employment rules and personnel policies of that entity. The personnel costs necessary to support the BVWACS are included in each year's draft budget submitted to the Parties, subject to the provisions in Section 9. Budget and Section 18. Effect of Breach and Default.

- E. Operating Procedures. The BVWACS Managing Entity shall ensure that standard operating procedures are prepared to govern the day-to-day management and operation of the BVWACS and BVWACS staff (“Standard Operating Procedures”) as may be directed by the Governing Board, and shall submit such Standard Operating Procedures to the Operating Board for review and approval. Standard Operating Procedures shall be annually reviewed by the Operating Board and updated as needed. The BVWACS Managing Entity also monitors the implementation of and compliance with the Standard Operating Procedures. If there is any conflict between the Standard Operating Procedures and the employment rules and personnel policies of the entities, then the employment rules and personnel policies of the entities control as they impact that entities’ staff supporting the BVWACS. The Operating Board shall also oversee the development and implementation of corrective measures policies.
- F. Roles and Responsibilities. The BVWACS Parties shall use the BVWACS in a manner consistent with the Standard Operating Procedures, directives of the Governing Board and in compliance with applicable FCC rules and regulations. The BVWACS Parties shall follow the established Standard Operating Procedures and Governing Board directives regarding the programming and addition of Subscriber Equipment to the BVWACS. The BVWACS Parties are encouraged to utilize and improve the interoperation capabilities of the BVWACS. BVWACS Parties shall utilize the BVWACS Managing Entity as their primary point of contact for requests for BVWACS Improvements when dealing with problems, or to answer questions. BVWACS Parties shall work in good faith with the BVWACS Managing Entity to help resolve problems. Using Standard Operating Procedures or other directives from the Governing Board, BVWACS Parties shall have access to system reports including, but not limited to, system usage, utilization and performance. A BVWACS Party is financially responsible for any FCC penalties, fines or other financial encumbrance caused by the actions of that BVWACS Party and any BVWACS Associate sponsored by it.
- G. Capacity Management. The BVWACS Managing Entity may develop a policy for capacity management and submit the policy to the Operating Board for review and approval. This policy shall be reviewed annually by the Operating Board, and updated as needed to ensure

appropriateness and applicability with current BVWACS needs and industry standards and practices.

H. Withdrawal of Managing Entity. In the event the current entity ceases to be the BVWACS Managing Entity and the BVWACS Managing Entity is not a BVWACS Party subject to the provisions of Section 17.B herein, the Governing Board Members representing three-fourths of the BVWACS Parties shall appoint a replacement BVWACS Managing Entity. Within ten (10) days after receipt of notice of the identity of the replacement BVWACS Managing Entity, the current BVWACS Managing Entity shall:

- 1) Possession. Transfer control and possession of all BVWACS Infrastructure, BVWACS Improvements including BVWACS real property owned as tenants in common pursuant to this Agreement to the replacement BVWACS Managing Entity;
- 2) Conveyance of Real Property. Transfer any and all ownership rights it may have to real property acquired pursuant to the terms of this Agreement to the BVWACS Parties;
- 3) Evidence of Ownership. Provide evidence and documentation adequate to prove ownership of the BVWACS Infrastructure, BVWACS Improvements or real property, including, wherever applicable, transferring all rights, title and interests, including proprietary and intellectual property rights, to enable the replacement BVWACS Managing Entity to manage, upgrade, update, maintain, and operate or to sell, convey or otherwise dispose of the BVWACS Infrastructure, BVWACS Improvements or real property if or when the BVWACS Parties determine that this is appropriate; and
- 4) Operations and Legal Documents. Transfer the originals of all deeds, operations manuals, warranties, bills of sale, licenses, leases, titles and other legal documents related to BVWACS Infrastructure, BVWACS Improvements or BVWACS real property to the replacement BVWACS Managing Entity.

9. Budget.

- A. Budget Adoption. The Governing Board shall annually approve a draft BVWACS Budget upon the approval of three-fourths of its members in accordance with the timeframes set forth herein and recommend approval of the Budget to the governing bodies of the BVWACS Parties, including approval to appropriate their proportionate share of the BVWACS Budget. All Operating Costs must be included in each annual BVWACS Budget as well as any Capital Costs. The Budget shall include any and all costs relating to employees in implementing and maintaining the BVWACS. If any BVWACS Party does not agree with the draft BVWACS Budget as presented, it must provide the Governing Board with a detailed explanation of its issues with the draft Budget within 30 days after receipt of it. Each member of the Governing Board shall consult with its governing body or appropriate budget review personnel before voting to approve any Budget.
- B. Annual Operating Costs Budget. The annual Operating Costs shall be allocated among the BVWACS Parties. Participation percentages for contribution to the Operating Costs will be calculated on an annual basis according to the number of registered radio counts each BVWACS Party has on the BVWACS as a percentage of all units on the BVWACS. By January 31st of each calendar year, the BVWACS Manager shall provide a full detailed list of all radios registered in the BVWACS and its associated BVWACS Party. Allocation percentages shall be calculated based solely on each Party's total BVWACS registered radio counts, as maintained by the BVWACS Manager. The BVWACS Manager shall provide preliminary counts of all radios registered in the BVWACS and its associated BVWACS Party to each Party by December 31st of each calendar year. Parties can use the preliminary BVWACS system counts as an opportunity to reconcile and true-up BVWACS registered radio counts prior to the January 31st unit final count. Each year the BVWACS Managing Entity, following and abiding by its budgeting and accounting practices, shall prepare an annual Operating Costs budget ("Operating Budget") on a fiscal year basis and submit this budget to the Operating Board. The Operating Budget must provide for all Operating Costs. The Operating Board shall review and adjust, as needed, the Operating Budget and then submit its recommendation to the Governing Board. The Governing Board shall, no later than May 1st of each year, approve a draft budget and recommend approval of the

Operating Budget by each BVWACS Party and appropriation of their proportionate share of the Operating Budget in their next Fiscal Year's budget. If budgeted amounts exceed actual expenditures, the Governing Board by majority vote may move the unexpended balances into the BVWACS Capital Fund, or credit the unexpended balances against the budgeted expenditure amounts in the Operating Budget for the next Fiscal Year at each Parties then-current participation level, unless refunded to the Party at such Party's request. From time to time, participation percentages shall be re-evaluated upon request of a Party using the same procedure set forth herein of recommendation by the Operating Board and determination by the Governing Board as Infrastructure or Improvements are made to BVWACS, as use of the BVWACS changes, or when new information affecting BVWACS becomes available. A BVWACS Party may use its share of BVWACS capacity for its own purposes or may allocate a portion of that share through a BVWACS Associate Interlocal Cooperation Agreement.

- C. Annual Capital Costs Budget. A Capital Costs budget shall be prepared annually using the same process for adoption as the Annual Operating Costs Budget except that while the Capital Costs budget is prepared annually, the planning period for Capital Costs is five (5) years. Unless otherwise agreed by the BVWACS Parties, Capital Costs shall be shared according to the participation percentages described in Section 9.B.; provided, however, that the Capital Costs that are incurred to benefit only one or more individual BVWACS Parties shall be paid by the BVWACS Parties benefiting from such BVWACS Improvements and Infrastructure.
- D. Budgeted Expenditures. After the Budget has been approved and funded by the BVWACS Parties, the BVWACS Managing Entity is authorized to incur costs in accordance with the Budget. Any costs to be incurred in excess of the approved and funded Operating Costs or Capital Costs Budget amounts require additional budget approval and funding, or re-allocation of existing funds, by the BVWACS Governing Board. The BVWACS Governing Board may approve transfer of funds from the BVWACS Capital Fund to the Capital Budget to meet an urgent need that was not addressed during the Budget process. Such approval requires the vote of three-fourths of the members of the Governing Board.

- E. Other BVWACS Fees. Fees payable by BVWACS Associates are determined by the terms of their BVWACS Associate Interlocal Cooperation Agreement. Funds received by new Parties are determined in accordance with this Agreement.
- F. Funding Transfers to the Managing Entity. Once each BVWACS Party appropriates its portion of the BVWACS Budget in its annual budgetary process, the Managing Entity shall provide timely and accurate invoices to facilitate the transfer of funds by each BVWACS Party to the Managing Entity, and the Parties shall each comply with the following procedures to facilitate payment by the Managing Entity to the BVWACS vendors and contractors:
- 1) Quarterly Assessment. At least 60 days prior to the beginning of each Quarter of the Fiscal Year, the BVWACS Managing Entity shall give the Operating Board, for its review, an itemized schedule of the Capital Costs and Operating Costs that are projected to be incurred, and the amount of money projected to be expended, during the next quarter. At least 30 days prior to the beginning of each Quarter, the Managing Entity shall send each BVWACS Party an invoice for its Quarterly Assessment.
 - 2) Approval. Each BVWACS Party must approve or dispute its Quarterly Assessment and provide written notice of any dispute to the BVWACS Managing Entity within 15 business days after receipt of the invoice for the Quarterly Assessment. If a dispute concerning the Quarterly Assessment is not resolved by the time the BVWACS Party is required to remit payment, the matter shall be resolved in accordance with the procedures set forth in Section 21, Dispute Resolution.
 - 3) Payment Instructions. The Managing Entity must provide payment instructions to each BVWACS Party for the transfer of BVWACS Party funds to the Managing Entity.
 - 4) BVWACS Party Funds. Each BVWACS Party must pay its Quarterly Assessment to the Managing Entity no later than 60 calendar days after receipt of an invoice in accordance with the resolution of any dispute about the Quarterly Assessment.

- 5) BVWACS Fund. The Managing Entity shall establish a separate fund for BVWACS in its accounting records (“BVWACS Fund”) that is dedicated to the administration of the BVWACS. All funds received from BVWACS Parties and other BVWACS revenues, including the capital fund and any interest earned, shall be credited to the BVWACS Fund. All BVWACS obligations shall be debited from the BVWACS Fund. The records for the BVWACS Fund shall be maintained in compliance with generally accepted accounting principles.
- 6) Accounting. The BVWACS Fund is managed by the Managing Entity in the same manner as the Managing Entity manages funds held in its depository accounts. Funds associated with the BVWACS, including accrued interest, shall be accounted for separately by the Managing Entity for the benefit of the BVWACS Parties, unless otherwise required by law or this Agreement.
- 7) Statements. The BVWACS Managing Entity is responsible for providing quarterly statements showing the credits to and debits from the BVWACS Fund, including any income earned, to each Party on or before the 20th day of the first month following the end of such quarter.
- 8) Payments. Subject to the availability of sufficient funds in the BVWACS Fund, the Managing Entity shall pay BVWACS contractors and vendors in compliance with the Texas Prompt Payment Act.
- 9) Reports. The BVWACS Managing Entity is responsible for providing each BVWACS Party with a quarterly written financial report on the Budget, including current BVWACS Cost projections for the succeeding quarter.

G. Funding. The BVWACS Parties specifically acknowledge that funding for each BVWACS Party’s share of the BVWACS Operating Budget and Capital Costs Budget goes through that BVWACS Party’s normal budgeting process; and upon approval by its governing body, is payable from current revenue available to each funding BVWACS Party. Purchase, operation and maintenance costs of Subscriber Equipment are the responsibility of each BVWACS Party.

- H. Failure to Appropriate. The failure of a BVWACS Party to appropriate its proportionate share of the BVWACS Budget by the first day of the Fiscal Year for which the Operating Budget and Capital Costs Budget is applicable shall be a material default of such BVWACS Party under this Agreement, and the BVWACS Parties shall follow the procedures for termination of a BVWACS Party set out in this Agreement addressing the effect of breach and default.
- I. Partial Funding. If any BVWACS Party appropriates less than its proportionate share of Operating Budget and Capital Costs budget for any year, or if any BVWACS Party fails to pay its Quarterly Assessment, (herein called the “Underfunding Party”) the other BVWACS Parties, acting through the Governing Board may take one or more of the following actions:
- 1) Suspension of Representation. Remove the Governing Board representation and voting rights for the Underfunding Party.
 - 2) Service Reduction. Reduce the BVWACS services being provided to the Underfunding Party.
 - 3) Notice of Underfunding. Send the Underfunding Party a notice stating the amount of underpayment, which is the difference in the Underfunding Party’s Quarterly Assessment and the amount of funding provided by the Underfunding Party (“Deficiency”). Said Deficiency is an obligation of such Underfunding Party subject to the Prompt Payment Act. Each Underfunding Party agrees that its future right to participate in the BVWACS is dependent upon fully paying its Quarterly Assessments. The Underfunding Party must appropriate and pay the Deficiency and its entire Quarterly Assessment for the remainder of that Fiscal Year.
 - 4) Budget Revision. Amend the BVWACS Operating Budget and Capital Costs budget by reducing costs and/or increasing the amounts paid by the other BVWACS Parties.
 - 5) Termination of Participation. Terminate the Underfunding Party’s participation in this Agreement by following the procedure for termination of a BVWACS Party, if the level of funding is deemed by the other BVWACS Parties to be substantially a failure to fund.

- 6) Asset Management. BVWACS Infrastructure shall be tracked in accordance with standard operating procedures approved by the Operating Board. These procedures must be consistent with generally accepted accounting principles for property held as tenants in common for one or more of the BVWACS Parties. If any BVWACS Infrastructure needs to be retired, the BVWACS Managing Entity will provide this information to the Operating Board for approval prior to removal. At a minimum, the BVWACS Managing Entity shall provide the asset serial number, asset ID tag (if any), location from which it is to be removed and description of the asset. The asset to be retired shall be disposed as directed by the Governing Board upon receiving the recommendation of the Operating Board. Any funds received from the disposal of the asset shall be credited as revenue in the BVWACS Fund and shown in the next BVWACS Capital budget. These funds are managed in accordance with the provisions of this Agreement.

With respect to Infrastructure, Improvements and real property owned by only one or some of the Parties and that is not listed as BVWACS Infrastructure, BVWACS Improvements, or BVWACS real property, right of access, license and use is herein granted by such Parties to all Parties and to the BVWACS Managing Entity as necessary for BVWACS purposes as determined by the Governing Board. With respect to future Infrastructure, Improvements and real property owned by only one or some of the Parties, such Parties agree that all rights of access, use or licenses required to make same a part of the BVWACS shall be granted. No Infrastructure, Improvement or real property owned by only one or some of the Parties may be conveyed to a third party, destroyed or otherwise removed from the BVWACS without giving at least 12 months advance notice. Failure to do so shall be considered a failure to perform substantially such Party or Parties' material obligations under this Agreement, and the provisions of Section 18. (Effect of Breach and Default) shall apply. The Governing Board may determine to file Certificates of Memorandums in the deed records of the county where an asset owned by one or more Parties is located notifying the public regarding BVWACS rights associated with such asset.

10. BVWACS Associates.

- A. Procedure for Becoming BVWACS Associate. To use the BVWACS, an entity must be either a BVWACS Party or BVWACS Associate unless special access is granted by three-fourths vote of the members of the Governing Board. Additionally, the Texas Department of Public Safety is hereby granted special access. To become a BVWACS Associate, a BVWACS Party must sponsor the entity. A BVWACS Party may only sponsor BVWACS Associates to the extent that it has a portion of its share of BVWACS capacity that is unused and therefore available to assign. A BVWACS Party may not sponsor any entity unless the entity is eligible to use the BVWACS licensed radio frequencies under FCC rules, regulations and practices. A BVWACS Party may sponsor one or more entities as BVWACS Associates. BVWACS Parties shall use the following procedure for sponsoring an entity:
- 1) Share of Capacity. Determine the extent of the BVWACS Party's share of the BVWACS capacity that is available for assignment to the entity based upon most recent participation level determined using the true-up provisions set forth in Section 9.B
 - 2) Anticipated Usage. Determine the anticipated usage of the entity to be sponsored based on talk time if available, the number of radios used by the entity and other relevant information as determined by the Governing Board.
 - 3) Compatibility. Determine the compatibility of the Subscriber Equipment used by the entity with the system and the impact of their inclusion in the system based on voice traffic, talk-group needs, and functionality.
 - 4) Associate Agreement. Negotiate a BVWACS Associate Interlocal Cooperation Agreement with the prospective BVWACS Associate that includes the Standard Terms and Conditions as well as any other terms and conditions related to payment, term of agreement, nature of the services to be provided, curtailment of services or termination of the authority to continue use of the BVWACS for breach, withdrawal by the entity, and other matters that they desire as long as they are not contrary to or more

expansive than the Standard Terms and Conditions or the terms and conditions of this Agreement.

- 5) Report to Board. Present a report to the Operating Board that includes the anticipated usage of the entity, the number of radios or equipment used by the entity, the compatibility of the radios or equipment used by the entity with the system, the number of talkgroups needed and any other information relevant to whether the addition of the entity is likely to cause the BVWACS Party to exceed its share of the BVWACS capacity.
- 6) Board Approval of Draft Agreement. Present a draft copy of the proposed BVWACS Associate Interlocal Cooperation Agreement to the Operating Board so that it can verify that the agreement contains the Standard Terms and Conditions and is consistent with the terms and conditions of this Agreement.
- 7) Parties Approval of Associate Agreement. Obtain approval of the BVWACS Associate Interlocal Cooperation Agreement by the governing bodies of the sponsoring Party and the prospective BVWACS Associate to the agreement.

B. Operating Board Duties. The Operating Board shall review the report of the BVWACS Party asking to sponsor an entity as a BVWACS Associate and evaluate the following:

- 1) Impact on current and future BVWACS voice traffic capacity.
- 2) Impact on current and future BVWACS talkgroup capacity.
- 3) Impact on overall current and future BVWACS functionality.

The Operating Board shall review the proposed BVWACS Associate Interlocal Cooperation Agreement to be entered into by the BVWACS Party asking to sponsor an entity as a BVWACS Associate and determine whether it includes the Standard Terms and Conditions.

If the impact on these three aspects of the BVWACS capacity is not likely to result in that BVWACS Party's exceeding its share of the BVWACS capacity or to detrimentally affect the overall current and future functionality of the BVWACS, and the proposed BVWACS Associate Interlocal Cooperation Agreement includes the Standard Terms and Conditions,

the Operating Board may recommend approval of the request to sponsor the entity to the Governing Board.

- C. Association Interlocal Cooperation Agreements Approval. The Governing Board must approve all BVWACS Association Interlocal Cooperation Agreements before such prospective BVWACS Associate may access or use the BVWACS.
- D. Capacity for Sponsoring BVWACS Associates. Initially, a BVWACS Party's share of the capacity of the BVWACS is based on the participation percentages calculated as described in Section 9.B. Two years after system acceptance of the BVWACS or when adequate information is available, whichever occurs first, BVWACS capacity is based on the capacity management process recommended by the Operating Board and approved by the Governing Board. The share of capacity used may be adjusted as Infrastructure or Improvements are made to BVWACS. A BVWACS Party may use its share of BVWACS capacity for its own purposes or may allocate a portion of that share through a BVWACS Associate Interlocal Cooperation Agreement. In no event shall sponsoring a BVWACS Associate cause alteration to the Participation Table set forth in Exhibit A, if and as amended as described in Section 9.B.
- E. Financial Effect of Sponsoring BVWACS Associate. When a BVWACS Party authorizes another entity to use a portion of its share of BVWACS capacity, that BVWACS Party remains responsible for full payment of its entire cost share of the BVWACS.
- F. Sponsor's Control of BVWACS Associate's Access to BVWACS. If a BVWACS Party requests that the BVWACS System Manager disable all or part of the services available to a BVWACS Associate sponsored by that BVWACS Party, the BVWACS System Manager shall comply with these requests and disable the portion of the services available to a BVWACS Associate requested by the BVWACS Party as soon as practicable.
- G. Responsibility for Subscriber Equipment. BVWACS Associates are responsible for purchasing and providing their own Subscriber Equipment to be used on the BVWACS. The purchase of Subscriber Equipment shall be coordinated with the BVWACS Managing Entity.
- H. Additional Units. BVWACS Associates are not allowed to add units to the BVWACS without approval from their sponsoring BVWACS Party.

- I. Changes to Operations. Each BVWACS Party that has sponsored BVWACS Associates is responsible for informing the BVWACS Associates of changes in BVWACS Standard Operating Procedures.

11. New BVWACS Parties.

- A. New Parties to BVWACS. From time to time, entities may join the BVWACS as full Parties. Entities desiring to join the BVWACS as full Parties shall petition the current Parties for membership in accordance with the terms herein.
- B. Contents of Petition. An entity desiring to join BVWACS shall submit a petition. At a minimum, a petition to join BVWACS as a Party shall include the following:
- 1) Area to be Served. A description of the area to be covered and a description of how the Service Area will be affected;
 - 2) Proposed Subscriber Equipment. The type of Subscriber Equipment proposed to use the BVWACS, including the approximate number of units to be added, talk groups and talk time;
 - 3) Infrastructure, Improvements, Funds and Real Property. A description of any Infrastructure, Improvements, funds or real property that will be made available to the BVWACS to offset costs associated with system expansion, and a description of how this will affect the BVWACS and the current Service Area; and
 - 4) Share of Capacity. Provide an estimate of the requested capacity desired, including the anticipated type and amount of usage based on talk time, talk group needs and other relevant factors as determined by the Governing Board.
- C. Procedure. The following procedure shall be followed when petitioning to become a Party.
- 1) Submit Petition. An entity desiring to become a Party to the BVWACS shall petition the Governing Board through the BVWACS Managing Entity who will then review such petition for completeness as well as content. The BVWACS Managing Entity shall forward the petition to the Operating Board for recommendation by the Operating Board within 30 days from submission of such petition.

- 2) Operating Board. The Operating Board shall review the petition of the submitting entity and make its recommendation to the Governing Board within 60 days from the date of submission of such petition. The Operating Board shall evaluate the petition based upon the following:
- a. Whether the addition of petitioner as a Party will have an adverse impact on the current and future needs of the existing Parties, on the Service Area and on BVWACS as a whole; and
 - b. Whether the addition of petitioner as a Party is consistent with the goals and objectives of BVWACS as set forth in this Agreement.
- 3) Governing Board. The petitioner may negotiate an amendment to this Agreement relating to its inclusion as a Party. The Governing Board will consider the request and the recommendation of the Operating Board within ninety (90) days from the date of submission of the petition and approve, deny or request additional information needed to consider the request. Adding a new Party to this Agreement shall be considered an amendment subject to the terms and conditions for approval of amendments set forth in Section 6 above. The Governing Board will also determine if the petitioner will be required to make a capital contribution towards construction or improvement to the system. Such contribution may be in the form of a reimbursement for prospective construction or improvements to the system.

D. Participation Level. A BVWACS Party's share of the capacity of the BVWACS is based on the participation percentages calculated as described in Section 9.B.. Addition of new Parties will require reevaluation and possible alteration of the participation percentages. The Operating Board will provide preliminary recommended participation percentages based on the new Party joining BVWACS at the time it reviews the petition. The Governing Board shall then review such recommendation and determine whether such participation percentages should be modified. Such determination must be approved by three-fourth of the members of the Governing Board.

E. Obligations of New BVWACS Parties. When a new BVWACS Party is authorized by the Governing Board, the participation percentages determined above will establish the Annual

Assessment for the new Party. Once the new Party is approved for membership, that Party assumes responsibility for its Annual Assessment and all other obligations as a Party to this Agreement. New BVWACS Parties are responsible for purchasing and providing their own Subscriber Equipment to be used on the BVWACS. The purchase of Subscriber Equipment shall be coordinated with the BVWACS Managing Entity.

12. Accounting Records.

The BVWACS Managing Entity maintains accounting records in accordance with generally accepted accounting standards applicable to governmental entities, including compliance with federal guidelines for spending federal funds or bond proceeds.

The BVWACS Managing Entity shall ensure that records pertaining to the BVWACS shall be kept in accordance with the records retention policy of the Managing Entity and in accordance with the Open Records Act. At any reasonable time, upon three (3) business days prior written notice, any BVWACS Party may inspect, copy, examine, and/or audit the BVWACS records, at that BVWACS Party's expense, at the office of the BVWACS Managing Entity, or any other mutually acceptable location.

13. Contracting Authority.

Except for real estate transactions, the BVWACS Parties hereby grant such BVWACS Managing Entity the authority to contract on behalf of the BVWACS Parties for acquisitions and services that have been approved in the annual BVWACS Budget or as otherwise approved by the Governing Board, so long as the contracted amount is within the budgeted amount and the payments are made from available funds, using the BVWACS Managing Entity's standard purchasing processes, unless expenditure of federal funds or bond proceeds requires use of additional procedures or guidelines. Procurements shall be made in accordance with the laws applicable to such entity. These contracts shall be administered by the BVWACS Managing Entity.

14. Federal Funds and Bond Funds.

If a BVWACS Party utilizes federal funds, grant funds, or bond funds to meet a portion of their financial commitment under this Agreement, the BVWACS Parties agree to conduct all procurements, maintain all records and otherwise conduct their activities in furtherance of this Agreement so as to comply with all applicable statutes, regulations, policies and grant contract provisions necessary to qualify the BVWACS expenditures contemplated for federal or grant program reimbursement and to avoid arbitrage penalties. Further, the BVWACS Parties agree to cooperate with each other in the application for and administration of federal funds, grant funds, or bond funds to maximize funding participation in the operation and maintenance of the BVWACS. By October 1 of each year each BVWACS Party using federal funds, grant funds, or bond funds to meet a portion of its annual financial commitment shall notify the BVWACS Managing Entity.

15. BVWACS Performance.

The Operating Board shall take such action as may be necessary for assuring that Subscriber Equipment configuration changes or additions do not adversely affect the performance of the BVWACS. The Operating Board may utilize the system assessment services of the BVWACS Support Vendor or other qualified contractor to determine the impact of adding Subscriber Equipment to the BVWACS. The Operating Board may develop policies involving the BVWACS Support Vendor that provide a review process prior to implementing any Subscriber Equipment system configuration changes requested or made by BVWACS Parties. BVWACS Parties shall not take any action that is known or ought to be known to affect the operation of the BVWACS adversely and shall reverse any action taken that affects the operation of the BVWACS adversely. BVWACS Parties shall not change the configuration of their program or template in a way that is known or ought to be known to affect the operation of the BVWACS adversely and shall reverse any change in the configuration of their program or template that affects the operation of the BVWACS adversely.

16. Dissolution of BVWACS.

- A. Dissolution of BVWACS. This Agreement may be voluntarily dissolved before the end of the term if three-fourths of the governing bodies of the BVWACS Parties agree in writing to provide for a dissolution date. The dissolution date shall not be less than twelve (12)

months after these BVWACS Parties have executed the agreement to dissolve the BVWACS unless all BVWACS Parties agree to an earlier dissolution date.

B. Distribution of Assets. If the BVWACS is dissolved either by agreement or at the end of the final term, the assets of the BVWACS shall be equitably distributed among the BVWACS Parties. The BVWACS Parties shall agree on which BVWACS Party receives which assets in the distribution. An agreement for distribution of assets of the BVWACS shall be effective after approval by three-fourths of the governing bodies of the BVWACS Parties. The manner of distribution shall consider and be consistent with the following factors:

- 1) Participation Level. The BVWACS Party's share of the Capital Costs for Infrastructure and Improvements to the BVWACS and the BVWACS Party's participation level as stated in Exhibit A, if and as amended as described in Section 9.B.;
- 2) Asset Value. The value of the assets on the dissolution date;
- 3) Manner of Acquisition. The basis on which the asset was acquired, whether the asset
 - a. Was already owned by a Party;
 - b. Was acquired jointly by all BVWACS Parties or
 - c. Was acquired by only one or some of the BVWACS Parties;
- 4) Early Termination. Whether and, if so, when the BVWACS Party terminated its participation in BVWACS before the dissolution of the BVWACS; and
- 5) Utility of Asset. The usefulness of the asset to the BVWACS Party receiving it.

C. The BVWACS Party to which an asset is distributed shall also be provided evidence and documentation adequate to prove ownership of that asset, including, wherever applicable, transfer of all rights, title and interests, including proprietary and intellectual property rights, to enable that BVWACS Party to upgrade, update, operate, and maintain it or to sell, convey or otherwise dispose of it and the originals of all operations manuals, warranties, bills of sale, licenses, leases, titles and other legal documents related to that asset.

17. Withdrawal of a BVWACS Party.

- A. Notice of Withdrawal. A BVWACS Party may withdraw from this Agreement and terminate its participation in BVWACS at any time by giving at least twelve (12) months prior written notice to the Remaining Parties. The Termination Date shall not be earlier than twelve months after notice is given unless three-fourths of the members of the Remaining Parties agree otherwise. The Withdrawing Party must continue to fund its Annual Assessment through the Termination Date, and if it does so, the Withdrawing Party may continue to participate in the BVWACS until its Termination Date. The portion of the Budget allocated to a Withdrawing Party after receipt of the notice of withdrawal may be reduced by the agreement of three-fourths of the members of the Remaining Parties.
- B. Withdrawal of Managing Entity. In the event the BVWACS Managing Entity is a party to this Agreement and such Party withdraws from the BVWACS, the Governing Board Members representing three-fourths of the members of the Remaining Parties shall appoint a replacement BVWACS Managing Entity. Within ten (10) days after receipt of notice of the identity of the replacement BVWACS Managing Entity, the Withdrawing BVWACS Party that is the BVWACS Managing Entity shall:
- 1) Possession. Transfer control and possession of all BVWACS Infrastructure, BVWACS Improvements including BVWACS real property owned as tenants in common pursuant to this Agreement to the replacement BVWACS Managing Entity.
 - 2) Conveyance of Real Property. Transfer any and all ownership rights it may have to real property acquired pursuant to the terms of this Agreement to the Remaining Parties.
 - 3) Evidence of Ownership. Provide evidence and documentation adequate to prove ownership of the BVWACS Infrastructure, BVWACS Improvements or real property, including, wherever applicable, transferring all rights, title and interests, including proprietary and intellectual property rights, to enable the replacement BVWACS Managing Entity to manage, upgrade, update, maintain, and operate or to sell, convey or otherwise dispose of the BVWACS Infrastructure, BVWACS Improvements or real property if or when the Remaining Parties determine that this is appropriate, and

- 4) Operations and Legal Documents. Transfer the originals of all deeds, operations manuals, warranties, bills of sale, licenses, leases, titles and other legal documents related to BVWACS Infrastructure, BVWACS Improvements or BVWACS real property to the replacement BVWACS Managing Entity.
- C. Disposition of BVWACS Value of Withdrawing Party. All right, title, and interest in and to the Withdrawing Party's BVWACS Value may be dealt with in one of two ways: 1) sale and assignment by Withdrawing Party; or 2) determination of valuation and disposition of Withdrawing Party's BVWACS Value by Remaining Parties. In either event, all rights of access, licenses and use to such Withdrawing Party's assets comprising a part of the BVWACS remain in place during the withdrawal process.
- 1) Sale and Assignment by Withdrawing Party. The Withdrawing Party shall offer its BVWACS Value to the Remaining Parties. If none of the Remaining Parties accept the offer within sixty (60) days after receipt of the offer, the Withdrawing Party may sell its BVWACS Value to one or more entities approved by all of the Remaining Parties if the entity or entities enter into an assignment of this Agreement from the Withdrawing Party and accept the duties and obligations of the Withdrawing Party under this Agreement as its or their own duties and obligations. The assignee, if other than a Remaining Party, shall also obtain the rights of the Withdrawing Party under the BVWACS Agreement, including one representative on the Governing Board and one representative on the Operating Board. After the assignment, the BVWACS Agreement shall be construed as if the assignee were listed in the definition of BVWACS Parties. If the Withdrawing Party has an offer to purchase its BVWACS Value from an entity but all of the Remaining Parties do not approve that entity as a reasonable replacement for the Withdrawing Party, the Remaining Parties shall compensate the Withdrawing Party for its BVWACS Value in proportion to their Annual Assessment of BVWACS and obtain a proportionate share of the Withdrawing Party's BVWACS Value.

- 2) Determination of Value by Remaining Parties. If the Withdrawing Party does not give the Remaining Parties notice that, it is exercising its rights under 17.C.1. at least six (6) months before the Termination Date, no later than the Termination Date the Remaining Parties must fairly determine what the Withdrawing Party's BVWACS Value is at the Termination Date. If the Withdrawing Party and the Remaining Parties are unable to agree on the BVWACS Value, an accounting shall be performed by a panel of three persons. The Remaining Parties shall select one person to represent them on the panel. The Withdrawing Party shall select another person to represent it on the panel. The two persons selected shall select a third person to complete the panel and the accounting. If an accounting is performed, it shall be the basis for determining BVWACS Value for the Withdrawing Party. One-half of the cost of this panel shall be borne by the Withdrawing Party and one-half of the cost of this panel shall be borne by the Remaining Parties.
- 3) Disposition by Remaining Parties. When the BVWACS Value is determined, the Remaining Parties shall determine how to disburse the ownership of the BVWACS Value of the Withdrawing Party. The Remaining Parties shall consider at least the following options:
- a. New Party. Find another entity to compensate the Withdrawing Party for its BVWACS Value, assume ownership of the Withdrawing Party's BVWACS Value and assume its obligations and rights under the BVWACS Agreement;
 - b. Share Value. Divide the Withdrawing Party's BVWACS Value proportionally among the Remaining Parties, compensate the Withdrawing Party for its BVWACS Value, and provide for a proportional increase in Annual Assessment;
 - c. Single or some of BVWACS Parties. Allow one or only some of the Remaining Parties to compensate the Withdrawing Party for its BVWACS Value, assume ownership of the Withdrawing Party's

BVWACS Value with a corresponding increase in Annual Assessment;
or

- d. Ownership without Use. Require the Withdrawing Party to retain ownership of its BVWACS Value but forfeit its use of the BVWACS and representation on the Governing Board and Operating Board unless and until the Withdrawing Party pays what its accrued share of the systems operations costs from the Termination Date to the end of the then current Budget Year would have been if it had not withdrawn.
- D. Exclusion of Withdrawing Party's Votes. The Withdrawing Party and its vote on the Governing Board shall be excluded in determining the votes needed for the Remaining Parties to make a decision about the disposition of the Withdrawing Party's BVWACS Value after the Termination Date.
- E. Disposition of BVWACS Value by Remaining Parties. If the Remaining Parties select the ownership alternative in 17.C.3.b, or 17.C.3.c the Remaining Parties shall provide for payment of the Withdrawing Party's BVWACS Value in the fiscal year following the fiscal year of the Termination Date.
- F. Effect of Disposition on Membership in Governing Board. If the Remaining Parties select the option in 17.C.2 or 17.C.3.3 and Withdrawing Party's BVWACS Value is divided among the Remaining Parties or assumed by one or only some of the Remaining Parties, the representation of these BVWACS Parties on the Governing Board shall not be increased.
- G. Depreciation of BVWACS Value. If the Withdrawing Party retains its BVWACS Value, the portion of the value that relates to depreciable assets shall be reduced annually on a declining balance method over the useable life of the asset as long as the depreciable assets that form part of the BVWACS Value are owned by one or more of the Remaining Parties. The portion of the BVWACS Value that relates to non-depreciable assets shall remain unchanged.

18. Effect of Breach and Default.

- A. Events of Breach. Breach results from any of the following:

- 1) Payment. A BVWACS Party's failure to appropriate or pay its Annual Assessment timely;
- 2) FCC Rules. Violation of FCC rules and regulations by a BVWACS Party or any BVWACS Associate with which it has entered into a BVWACS Associate Interlocal Cooperation Agreement;
- 3) Policies and Procedures. Individual or repeated violations of approved written policies and procedures by a BVWACS Party or any BVWACS Associate with which it has entered into a BVWACS Associate Interlocal Cooperation Agreement;
- 4) Inappropriate Use. Inappropriate use of the BVWACS by a BVWACS Party or any BVWACS Associate with which it has entered into a BVWACS Associate Interlocal Cooperation Agreement;
- 5) Penalty Payment. Failure to pay FCC penalties or fines resulting from the actions of a BVWACS Party or any BVWACS Associate with which it has entered into a BVWACS Associate Interlocal Cooperation Agreement;
- 6) Improper Disposition of Assets or Interest. Disposing of assets owned by only one or some of the Parties in contravention of the provisions of this Agreement, or failure to follow the required process set forth in this Agreement of divesting a Party's interest in a BVWACS Improvement, BVWACS Infrastructure or BVWACS real property;
- 7) Adverse Impact. Any other action or omission that has a material adverse impact on the operation and maintenance of BVWACS; or
- 8) Substantial Performance. Failure to perform substantially its material obligations other than failure to appropriate or timely pay its Annual Assessment.

B. Breach for Non-Payment. The decision to exercise rights granted by this subsection 18.B. shall be made by the Governing Board. If any BVWACS Party commits the breach described in 18.A.1, the Governing Board may determine to deliver a written notice of breach to the BVWACS Party that specifies the nature of the breach and indicates that unless the breach is cured within thirty (30) days, additional steps shall be taken. A breach described in 18.A.1 can only be cured by paying that Annual Assessment. If the breaching

BVWACS Party does not cure that breach within thirty (30) days of receiving the written notice of breach, the breaching BVWACS Party is in default and the Governing Board shall deliver a written notice of default to the BVWACS Party that specifies the following:

- 1) The nature of the default;
- 2) The date of the notice of breach;
- 3) The failure of the breaching BVWACS Party to cure timely; and
- 4) The BVWACS Party's interest in the BVWACS is terminated no later than 60 days from the date of the written notice of breach if the termination is approved by all of the BVWACS Remaining Parties unless the default is cured by the defaulting BVWACS Party paying that Annual Assessment within an additional thirty (30) days from the date of default as referenced in 18.A.1 above for a total of sixty (60) days from the date of default unless the Governing Board approves a longer timeframe.

- C. Suspension for Other Breaches. If any BVWACS Party commits a breach described in 18.A.2 through 18.A.8 or a breach described in 18.A.2 through 18.A.8 involving use of any radio or other equipment accessing the BVWACS under the authority of a BVWACS Party, the Governing Board may suspend the right of that BVWACS Party to use the BVWACS for that radio or equipment or for any other radio or equipment for a period of time adequate to cure the breach and determine whether additional remedies are needed.
- D. Notice of Breach, Default, and Termination For Other Breaches. The decision to exercise rights granted by this subsection 18.D. shall be made by the Governing Board. If any BVWACS Party commits a breach described in 18.A.2 through 18.A.8, the Governing Board may deliver a written notice of breach to the BVWACS Party that specifies the nature of the breach and indicates that unless the breach is cured within thirty (30) days, additional steps shall be taken. If the breaching BVWACS Party begins to cure the breach within the thirty (30) day period, the thirty (30) day cure period is extended as long as the breaching BVWACS Party continues to prosecute a cure diligently to completion and is making a good faith effort to cure the breach. If the breaching BVWACS Party does not cure the breach within thirty (30) days of receiving the written notice of breach or additional period as extended by diligent prosecution of a good faith effort to cure the

breach, the breaching BVWACS Party is in default and the Governing Board shall deliver a written notice of default to the BVWACS Party which specifies the following:

- 1) The nature of the default;
- 2) The date of the notice of breach;
- 3) The failure of the breaching BVWACS Party to cure timely; and
- 4) The BVWACS Party's interest in the BVWACS is terminated on the effective date stated in the notice if the termination is approved by all of the BVWACS Remaining Parties unless the default is cured within thirty (30) days of the notice of default.

E. Disposition of BVWACS Value. The Remaining Parties shall determine as to how the Terminated Party's BVWACS Value shall be disposed. The Remaining Parties have ninety (90) days after the date that termination is effective to determine the value and disposition of the Terminated Party's BVWACS Value. The Remaining Parties may seek an agreement with the Terminated Party about its BVWACS Value. If the Terminated Party and the Remaining Parties are unable to agree on the Terminated Party's BVWACS Value, they shall use the method for determination of value in section 17.C. as if the Terminated Party were a Withdrawing Party. When the BVWACS Value is determined, the Remaining Parties shall determine how the ownership of the BVWACS Values is to be disposed. The Remaining Parties shall consider at least the following ownership alternatives for the BVWACS Value of the Terminated Party:

- 1) New Party. Find another entity to compensate the Terminated Party for its BVWACS Value, assume the ownership of the Terminated Party's BVWACS Value, and assume its obligations and rights under the BVWACS Agreement;
- 2) Share Value. Divide the Terminated Party's BVWACS Value proportionally among the Remaining Parties so that the Remaining Parties can each compensate the Terminated Party for their share of the BVWACS Value and pay a proportional increase in Annual Assessment in the fiscal year following the fiscal year in which the default last occurred;
- 3) One or More BVWACS Parties. Allow one or more Remaining Parties to compensate the Terminated Party for its BVWACS Value and assume

ownership of the Terminated Party's BVWACS Value with a corresponding increase in Annual Assessment; or

- 4) Ownership without Use. Require the Terminated Party to retain the ownership of its BVWACS Value but forfeit its use of the BVWACS and representation on the Governing Board and Operating Board and annually reduce its BVWACS Value by twenty per cent (20%) of the original BVWACS Value so that the Terminated Party has no BVWACS Value remaining after five (5) years. The Terminated Party would transfer the reduction in value among the Remaining Parties each of such five (5) years proportionally based on the Remaining Parties' respective participation level during the year such distribution is made.

F. Exclusion of Terminated Party's Votes. The Terminated Party and its vote on the Governing Board shall be excluded in determining the votes needed for the BVWACS Remaining Parties to make a decision about the disposition of the Terminated Party's BVWACS Value after the date that termination is effective.

G. Effect of Termination on Representation on Governing Board. If the Terminated Party's BVWACS Value is divided among the Remaining Parties or assumed by only one or some of the Remaining Parties, the representation of these BVWACS Parties on the Governing Board shall not be increased.

19. Effect of Withdrawal or Termination on Remaining Parties.

Termination or withdrawal of a BVWACS Party has no effect on a Remaining Party's rights to participate in the BVWACS other than the specific rights and duties set out in this Agreement, and the continuing duty of all Remaining Parties to pay their Annual Assessment.

20. FCC Licenses.

Termination or withdrawal of any Party from the BVWACS shall include the surrender to the Remaining Parties any and all of that BVWACS Party's radio frequency licenses that were licensed for the purpose of implementing the BVWACS. The Remaining Parties shall determine whether to request reassignment of the license to another BVWACS Party or surrender these licenses to the Federal Communications Commission (FCC). The Remaining Parties are

responsible for complying with all rules and regulations of the FCC related to reassignment and surrender of these licenses. Notwithstanding the above, licenses held, managed and owned by only one or some of the Parties as the exclusive license of such Party or Parties at the time of termination or withdrawal are not subject to the provisions of this section.

21. Dispute Resolution Process.

- A. Cooperation. All BVWACS Parties are encouraged to work together to resolve all disputes prior to invoking the dispute resolution process set forth herein.
- B. Hearing by Operating Board. Any BVWACS Party that has an issue or dispute relating to the BVWACS may request a hearing before the Operating Board. The Operating Board shall hear such matter after requesting information regarding such dispute or issue from such BVWACS Party and from the BVWACS Managing Entity. The Operating Board shall then hold a hearing and render its decision in writing.
- C. Appeal to Governing Board. A BVWACS Party that is adversely affected by the Operating Board's decision may appeal such decision to the Governing Board, which may elect to hear the appeal or refer the matter to mediation.
- D. Withdrawal of Dispute. A dispute may be withdrawn at any time during the Dispute Resolution process.
- E. Timeframes:
 - 1) Initial Dispute Hearing. Any BVWACS Party may bring an issue or dispute to the Chair of the Operating Board. The Chair must schedule a meeting of the Operating Board within (15) fifteen business days of receipt of the notice and provide a written determination to the appropriate BVWACS Parties and to the BVWACS Managing Entity within (5) five business days after the hearing. Any appeal of the decision or recommendation of the Operating Board is to the Governing Board.
 - 2) Appeal to Governing Board. Any appeal from the decision of the Operating Board must be made by delivery of written notice of appeal to the BVWACS Managing Entity and Governing Board within (15) fifteen business days after receipt of the Operating Board's decision or recommendation. The Governing Board may meet to hear the appeal or

may elect to send the appeal to mediation. The Governing Board, assisted by the BVWACS Managing Entity, either schedules a hearing or sends the appeal to mediation within (25) twenty-five business days of receipt of the notice of the appeal. Any appeal from the Governing Board's recommendation is to a mediator as described below.

- 3) Mediation. If the Governing Board refers a dispute to mediation, the parties to the dispute shall select, within thirty (30) days, a mediator trained in mediation skills to assist with resolution of the dispute. The parties to the dispute agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Agreement prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) days after the Governing Board refers the dispute to mediation, the mediator shall be selected by mutual agreement. If that is not possible, by the Dispute Resolution Center of the Brazos Valley or a mutually agreeable mediation center. The parties agree to participate in mediation sessions in good faith for a period of up to thirty (30) days from the date of the first mediation session. Notice of the date, time, and location of the mediation shall be given to the BVWACS Managing Entity, which may attend. The parties to the dispute shall share the costs of mediation equally. If efforts to mediate the dispute are unsuccessful, the parties to the dispute shall then be free to exercise all available rights and remedies under this Agreement, or at law or in equity.
- 4) Application of Government Code, chapter 2260. To the extent that Chapter 2260, Texas Government Code, is applicable to this Agreement, is not inconsistent with the process set forth above, and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used in disputes involving Texas A & M University that cannot be resolved in the ordinary course of business. The designated

officers of Texas A & M University, as applicable, shall examine the claim and any counterclaim and negotiate with the claimant in an effort to resolve such claims. The BVWACS Parties specifically agree that

- a. Neither the execution of this Agreement by Texas A & M University nor any other conduct, action or inaction of any representative of Texas A & M University relating to this Agreement constitutes or is intended to constitute a waiver of Texas A & M University's or the state's sovereign immunity to suit; and
- b. Texas A & M University has not waived its right to seek redress in the courts.

22. Miscellaneous.

- A. Interlocal Agreement. This Agreement is an Interlocal Agreement authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Each BVWACS Party agrees that in the performance of its respective obligations as set forth in this Agreement, it is carrying out a duly authorized governmental function, which it is authorized to perform individually under the applicable statutes of the State of Texas and/or its charter. Each BVWACS Party agrees that the compensation to be made to the other BVWACS Parties as set forth in this Agreement is in an amount intended to fairly compensate each performing BVWACS Party for the services or functions it provides hereunder, and is made from current revenues available to the paying BVWACS Party. Where applicable, this Interlocal Agreement shall be administered in accordance with the laws applicable to a home-rule municipality.
- B. Immunity as a Defense. No BVWACS Party has agreed to waive any defense, right, immunity, or other protection under law including any statutory provision, by entering into this Agreement or otherwise participating in the BVWACS.
- C. Retention of Defenses. The Parties agree that neither this Agreement nor the operation or use of the BVWACS by the BVWACS Parties affect, impair, or limit their respective

immunities and limitations of liability to the claims of third parties, including claims predicated on premises defects.

- D. Notices. Notices required under this Agreement must be in writing and delivered personally or sent by certified US Mail, postage prepaid, addressed to such BVWACS Party at the following respective addresses:

City:

City of Bryan

Attention: City Manager, with a copy to the City Attorney

P. O. Box 1000

Bryan, TX 77805

City:

City of College Station

Attention: City Manager, with a copy to the City Attorney

PO Box 9960

College Station, TX 77842

City:

City of Brenham

Attention: City Manager, with a copy to the City Attorney

200 West Vulcan Street

PO Box 1059

Brenham, TX 77834

County:

Brazos County

Attention: County Judge, with a copy to County Attorney

200 S. Texas Avenue

Suite 332

Bryan, TX 77803

County:

Burleson County

Attention: County Judge, with a copy to County Attorney

100 W. Buck #306

Caldwell TX 77836

County:

Madison County

Attention: County Judge, with a copy to County Attorney

103 West Trinity, Suite 113
Madisonville TX 77864

County:

Washington County
Attention: County Judge, with a copy to County Attorney
100 East Main Street
Suite 104
Brenham, TX 77833

County:

Grimes County
Attention: County Judge, with a copy to County Attorney
100 Main Street
Anderson, TX 77830

Texas A & M University:

Texas A & M University
Attention: Vice President and Associate Provost
For Information Technology and Chief Information Officer
1365 TAMU
College Station, TX 77843-1365

All notices so given are deemed given on the date so delivered or so deposited in the US Mail. All BVWACS Parties may change their address by sending written notice of such change to the other Parties in the manner provided for above.

- E. Assignment. This Agreement being based upon the special qualifications of each BVWACS Party, any assignment or other transfer of this Agreement or any part hereof without the express consent in writing of the other Parties is void and has no effect, which consent shall not be unreasonably withheld.
- F. Entire Agreement. The entire agreement among the BVWACS Parties is contained herein and no change in or modification, termination, or discharge of this Agreement in any form whatsoever is valid or enforceable unless it is in writing and signed by duly authorized representatives of all Parties.
- G. Prior Agreements. This Agreement supersedes any and all prior agreements regarding this subject that may have previously been made. The subject of this Agreement is the construction, acquisition, implementation, operation and maintenance of the BVWACS.

- H. Severability. If any term or provision of this Agreement is, to any extent, rendered invalid or unenforceable, the remainder of this Agreement is not affected, and each other term and provision of this Agreement remains valid and enforceable to the fullest extent permitted by law.
- I. Non-waiver. Failure of a BVWACS Party to exercise any right or remedy for a breach or default of any other BVWACS Party does not waive such right or remedy for that breach or default or in the event of a subsequent breach or default.
- J. Authority of Signatories. Each BVWACS Party represents to all the other BVWACS Parties that the representative signing this Agreement on any BVWACS Party's behalf has been duly authorized by the governing body of that BVWACS Party in compliance with Texas law.
- K. Further Assurances. Each BVWACS Party agrees to perform all other acts and execute and deliver all other documents as may be necessary or appropriate to carry out the intent and purposes of this Agreement.
- L. Exhibits. The Exhibits, which are attached hereto and described below, are incorporated herein and made a part hereof for all purposes.
- M. Counterparts and Multiple Originals. This Agreement is effective as of the Effective Date set forth in this Agreement. This Agreement may be executed simultaneously in one or several counterparts, each of which is deemed to be an original and all of which together constitute one and the same instrument. The terms of this Agreement become binding upon each BVWACS Party from and after the time that it is executed by all BVWACS Parties. The counterparts may be signed in multiple originals to allow each BVWACS Party to have an originally signed counterpart for each BVWACS Party. The Agreement has been executed in multiple originals, each having equal force and effect, on behalf of the Parties.

Exhibit List:

Exhibit A – BVWACS Architecture

Exhibit B – Service Area map

Exhibit C – BVWACS Associate Standard Terms and Conditions

Exhibit D – Goals and Objectives

Exhibit E – Monthly, Quarterly, and Annual Evaluation Factors

Exhibit F – Governance, Operation, and Maintenance Flow Chart and Distribution
of Board Membership

Exhibit G –Staffing for BVWACS Program

GRIMES COUNTY

County Judge

Date: _____

BURLESON COUNTY

County Judge

Date: _____

MADISON COUNTY

County Judge

Date: _____

CITY OF BRYAN

Mayor

Date: _____

ATTEST:

City Secretary

Date: _____

APPROVED AS TO FORM:

City Attorney

Date: _____

CITY OF COLLEGE STATION

Mayor

Date: _____

ATTEST:

City Secretary

Date: _____

APPROVED:

City Manager

Date: _____

City Attorney

Date: _____

Assistant City Manager / CFO

Date: _____

CITY OF BRENHAM

Mayor

Date: _____

ATTEST:

City Secretary

Date: _____

APPROVED AS TO FORM:

City Attorney

Date: _____

BRAZOS COUNTY COMMISSIONERS COURT

County Judge

Date: _____

ATTEST

County Clerk

Date: _____

APPROVED AS TO FORM

Assistant County Attorney

Date: _____

WASHINGTON COUNTY

County Judge

Date: _____

TEXAS A & M UNIVERSITY

Date: _____

Executive Vice President and
Chief Financial Officer

**THIRD RESTATEMENT OF THE INTERLOCAL AGREEMENT
FOR THE CONSTRUCTION, IMPLEMENTATION, OPERATION AND
MAINTENANCE OF
THE WIDE AREA COMMUNICATIONS SYSTEM
BVWACS Architecture**

Exhibit A

Each of the BVWACS parties will continue to contribute existing infrastructure, and real property currently owned or leased by the parties for the purpose set forth in the Agreement. The infrastructure and real property contributed by each of the parties at the execution of the Agreement is as follows:

City of College Station

Access to RF Site at 2700 Switch Station Rd in College Station TX

Access to Console Site 800 Krenek Tap Rd in College Station TX

Access to Console Site at 1601 Graham Rd in College Station TX

Network connectivity for the following RF and Console Sites to the RNI

College Station RF Site

College Station Console Site

City of Bryan

Access to secure 3rd floor equipment space at 101 Regent Street for RF and Console Site

Network connectivity for the following RF and Console Sites to the RNI

Millican RF Site

Verizon RF Site

Bryan Console Site

City of Bryan Fire Station #4

Brazos County

Access to RF Site at 21550 Kathy Fleming Rd in Millican TX

Access to RF Site at 8538 Deep Well Road in Brazos County, including tower lease

Texas A&M University

Access to RF Site at 570 Floriculture Rd in College Station TX

Access to Console Site at 1111 Research Pkwy in College Station TX

Access to Console Site at 311 Houston Street in College Station TX

Network connectivity for the following RF and Console Sites to the RNI

Hensel Park RF Site

TAMU Console Site

City of Brenham

Access to RF Site at 1802 Longwood Dr in Brenham TX

Network connectivity for the following RF and Console Sites to the RNI

Brenham RF Site

Brenham (Washington County) Console Site (Via City Network)

Washington County

Access to RF Site at 3610 FM 1697 in Burton TX

Access to RF Site at 7275 Lone Star Rd in Washington TX

Access to Console Site at 301 N Baylor St in Brenham TX

Grimes County

Access to RF Site at 382 FM 149 West in Anderson TX

Access to RF Site at the Bédias Wastewater Facility in Bédias TX

Burleson County

Access to RF Site at 367 CR 103 in Caldwell TX

Madison County

Access to RF Site at 101 E. Collard St in Madisonville TX

Access to RF Site at 7442 Gin Rd in Midway TX

Texas Department of Public Safety (Information Only)

Under separate agreement, provide microwave link between the North Brazos RF site and the Texas DPS radio tower located in Bryan TX

Under separate agreement, provide microwave link between the Texas DPS radio tower located in Bryan TX and the City of Bryan Fire Station #4

BVWACS

Network connectivity for all BVWACS RF and Dispatch Sites to the RNI Master Sites

Burton RF Site microwave link to Brenham RF Site

Washington RF Site microwave link to Brenham RF Site

Anderson RF Site microwave link to Millican RF Site

Bedias RF Site microwave link to Walker West RF Site

Midway RF Site microwave link to Madisonville RF Site

Madisonville RF Site microwave link to Bedias RF Site

Caldwell RF Site microwave link to St Joseph Hospital Caldwell

BVCOG Fiber link from St Joseph Hospital Caldwell to BVCOG CRS

BVCOG Fiber link from Bedias RF Site to BVCOG CRS

BVCOG Fiber link from BVCOG CRS to Brenham TX

Public Safety Interoperability Communications (PSIC) grant

The PSIC Grant provided the necessary equipment and racks (consisting of base radios, site controller and radio frequency distribution system), antennas and associated wiring located at each of seven sites, as well as operator consoles replacement/upgrade for the parties as shown below:

Item/Site	Description
Network Connectivity	Leased connectivity to connect all the sites together
Bryan /Brazos County Site	Includes 700/800 MHz Multicast Base equipment with racks (6 chls) , Xmit & Rcv antennas and coax
College Station Site	Includes 700/800 MHz Multicast Base equipment with racks (12 chls), Xmit & Rcv antennas and coax
College Station Console Sys	As shown in Table 2 below. - 6 operator positions
Bryan/Brazos county Console Sys	Convert existing system to P25
Millican	Includes 700/800 MHz Multicast Base equipment with racks (6 chls) , Xmit & Rcv antennas and coax
Hensel Park Site	Includes 700/800 MHz Multicast Base equipment with racks (6 chls) , Xmit & Rcv antennas and coax

TAMU Console Equip	Convert existing system to P25
LCRA - Site	Includes 700/800 MHz Multicast Base equipment with racks (6 chls) , Xmit & Rcv antennas and coax
Brenham Site	Includes 700/800 MHz Multicast Base equipment with racks (6 chls) , Xmit & Rcv antennas and coax
Burton Site	Includes 700/800 MHz Multicast Base equipment with racks (6 chls) , Xmit & Rcv antennas and coax
Brenham Emerg Comms Console Sys	As shown in Table 2 below. - 4 operator positions
Management Reserve	Includes structural analysis of all towers and project reserves.

PSIC-Provided Console equipment installed at College Station and the City of Brenham:

IP-based console system

Auxiliary I/O Server

Conventional Channel Gateway

Operator Position Equipment, PC, Mouse, Speakers, Microphone, Keyboard

Console Site Router

Site Controller

LAN Switch

IP Based logging system, archiving interface server, digital logging server, playback station

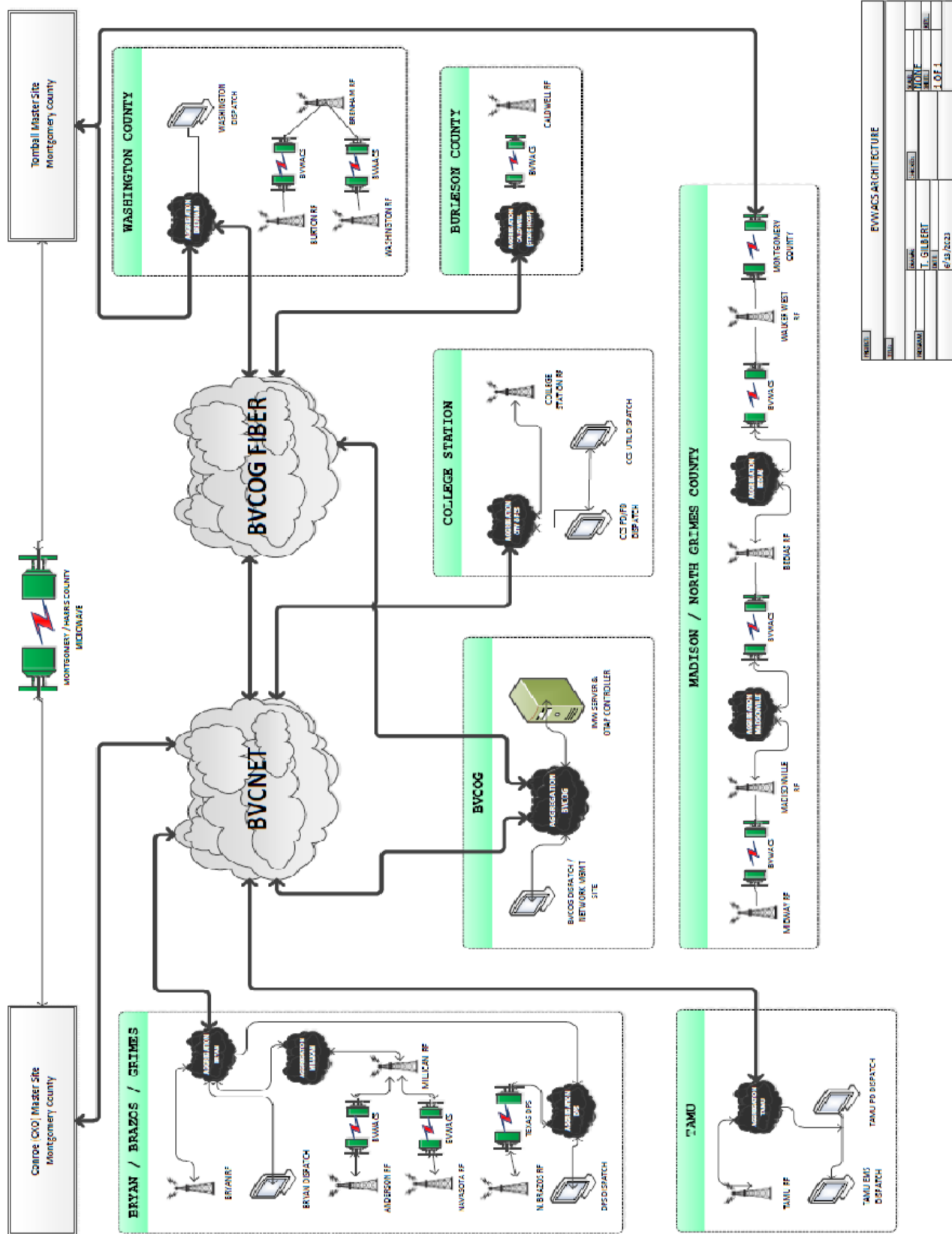
700/800MHz P25 Trunked backup stations

Multimode remote control

Antenna system

Lightning Protection

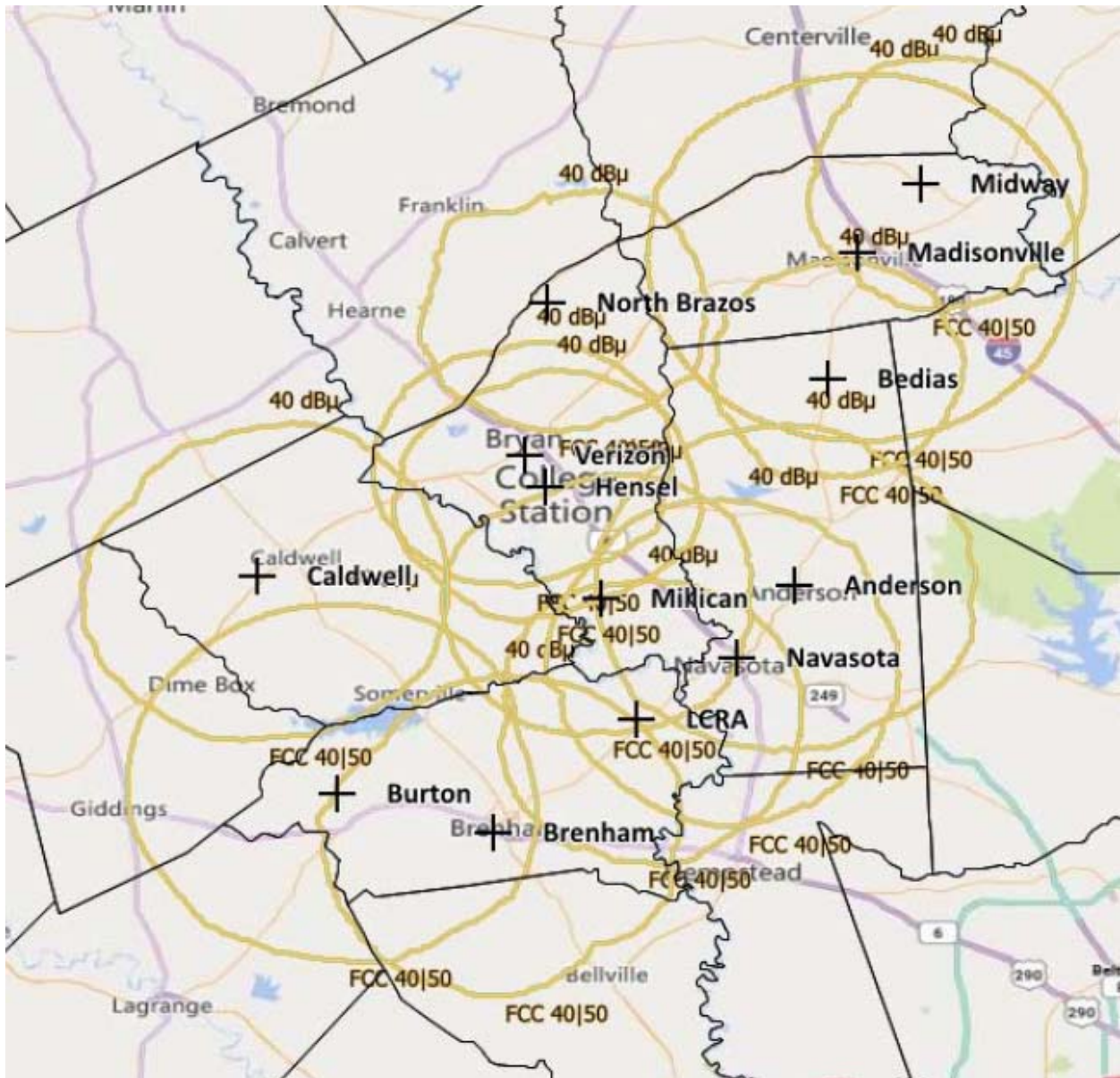
UPS backup power



BVCOC ARCHITECTURE			
DATE	BY	CHKD	DATE
6/13/2023	T. GILBERT		6/13/2023
1 OF 1			

**THIRD RESTATEMENT OF THE INTERLOCAL AGREEMENT
FOR THE CONSTRUCTION, IMPLEMENTATION, OPERATION AND
MAINTENANCE OF
THE WIDE AREA COMMUNICATIONS SYSTEM**

Exhibit B - Service Area Map



**THIRD RESTATEMENT OF THE INTERLOCAL AGREEMENT
FOR THE CONSTRUCTION, ACQUISITION, IMPLEMENTATION, OPERATION
AND MAINTENANCE OF
THE WIDE AREA COMMUNICATIONS SYSTEM**

Exhibit C - BVWACS Associate Standard Terms and Conditions

When using the Brazos Valley Wide Area Communications System (“BVWACS”), BVWACS Associate shall abide by all policies, procedures and guidelines established by the BVWACS Operating Board, the BVWACS Governing Board, and the terms and conditions of this BVWACS Associate Interlocal Cooperation Agreement

BVWACS Associate shall use the BVWACS in a manner consistent with the Standard Operating Procedures established by the BVWACS Operating Board and in compliance with applicable Federal Communications Commission (“FCC”) regulations and rules.

BVWACS Associate is encouraged to use and improve the interoperation capabilities of the BVWACS and to provide input to the BVWACS Managing Entity on the day-to-day operations of the BVWACS and development of BVWACS standard operating policies and procedures.

BVWACS Associate shall utilize its sponsoring BVWACS Party as its primary point of contact for requests for BVWACS Improvements.

BVWACS Associate shall utilize the BVWACS Managing Entity as its primary point of contact when dealing with problems, or to answer questions. BVWACS Associate shall work in good faith with the BVWACS Managing Entity to help resolve problems.

BVWACS Associate shall purchase and provide its own subscriber radios and equipment to be used on the BVWACS. The selection and specifications for these radios and equipment must be coordinated with the BVWACS Managing Entity so that all radios and equipment purchased are compatible with the BVWACS.

BVWACS Associate shall ensure that programming for its subscriber equipment that uses the BVWACS is consistent with the Standard Operating Procedures established by the BVWACS Operating Board.

BVWACS Associate has no right to use the BVWACS if the BVWACS Party entering into this BVWACS Associate Interlocal Cooperation Agreement with it is no longer eligible to use the BVWACS.

BVWACS Associate is subject to any limitations or restraints on its usage of BVWACS that apply to the BVWACS Party entering into this BVWACS Associate Interlocal Cooperation Agreement.

The current term of this BVWACS Associate Interlocal Cooperation Agreement shall not exceed the current term of the Interlocal Agreement for Construction, Acquisition, Implementation, Operations and Maintenance of a Wide Area Communications System.

BVWACS Associate may be subject to immediate suspension of this BVWACS Associate Interlocal Agreement for violation of FCC rules and regulations, individual or repeated violations of the BVWACS Standard Operating Procedures, or use of the BVWACS that is determined to be inappropriate by the Governing Board.

Upon thirty (30) days written notice that specifies the existence and nature of the default, the BVWACS Party sponsoring the BVWACS Associate may automatically terminate the participation of BVWACS Associate. Default results from failure to comply with the BVWACS Associate Interlocal Cooperation Agreement, including:

1. Violation of FCC rules and regulations;
2. Individual or repeated violations of the BVWACS Standard Operating Procedures; or
3. Use of the BVWACS that is determined to be inappropriate by the Governing Board.

BVWACS Associate may avoid termination if the default is cured within thirty (30) days. If the BVWACS Associate begins to cure the default within the thirty (30) day period, the time to cure

may be extended, at the sole discretion of the sponsoring BVWACS Party, for as long as the BVWACS Associate diligently continues to work toward completion of the cure.

BVWACS Associate shall ensure that the persons it authorizes to use its radios and equipment are trained in the proper use and etiquette for two-way radio communication.

BVWACS Associate shall reimburse the BVWACS Party that is the holder of an FCC license if there is any actual or alleged violation of any FCC rule or regulation as a result of any radios or equipment that is owned by BVWACS Associate or used by any person associated with BVWACS Associate for all costs arising from the actual or alleged violation, including costs and attorney's fees for defense against the allegation as well as fines and penalties incurred.

**THIRD RESTATEMENT OF THE INTERLOCAL AGREEMENT
FOR THE CONSTRUCTION, ACQUISITION, IMPLEMENTATION, OPERATION
AND MAINTENANCE OF
THE WIDE AREA COMMUNICATIONS SYSTEM**

Exhibit D – Goals and Objectives

GOALS

The goal of the Brazos Valley Wide Area Communications System is to provide voice radio and ultimately data transmission coverage and radio communication interoperability throughout the Service Area utilizing Infrastructure and Improvements currently provided by the Parties as well as new Infrastructure and Improvements in accordance with this Agreement.

OBJECTIVES

1. The Brazos Valley Wide Area Communications System shall maintain an appropriate reserve capacity based on the determination of the Governing Board.
2. The Brazos Valley Wide Area Communications System shall strive to maintain coverage at or above 95% reliability for a portable radio worn on the hip with a speaker collar microphone inside a –10db loss building within the Service Area.
3. To the extent practicable, the Brazos Valley Wide Area Communications System shall maintain interoperability with other public safety and governmental radio systems within the Service Area, the Brazos Valley Council of Governments area, regionally, statewide, and nationally.
4. The Brazos Valley Wide Area Communications System shall maintain the performance and equipment of the BVWACS at a standard consistent with the developments in technology and the needs of the BVWACS Parties.
5. The Brazos Valley Wide Area Communications System shall research and pursue opportunities for assistance for funding the BVWACS through grants and other means.

**THIRD RESTATEMENT OF THE INTERLOCAL AGREEMENT
FOR THE CONSTRUCTION, ACQUISITION, IMPLEMENTATION, OPERATION
AND MAINTENANCE OF
THE WIDE AREA COMMUNICATIONS SYSTEM**

Exhibit E – Monthly, Quarterly and Annual Evaluation Factors

Maintain system reserve capacity at or above the level approved by the Governing Board.

Maintain coverage at RFP's coverage specifications.

Report number of minutes of BVWACS non-normal operation.

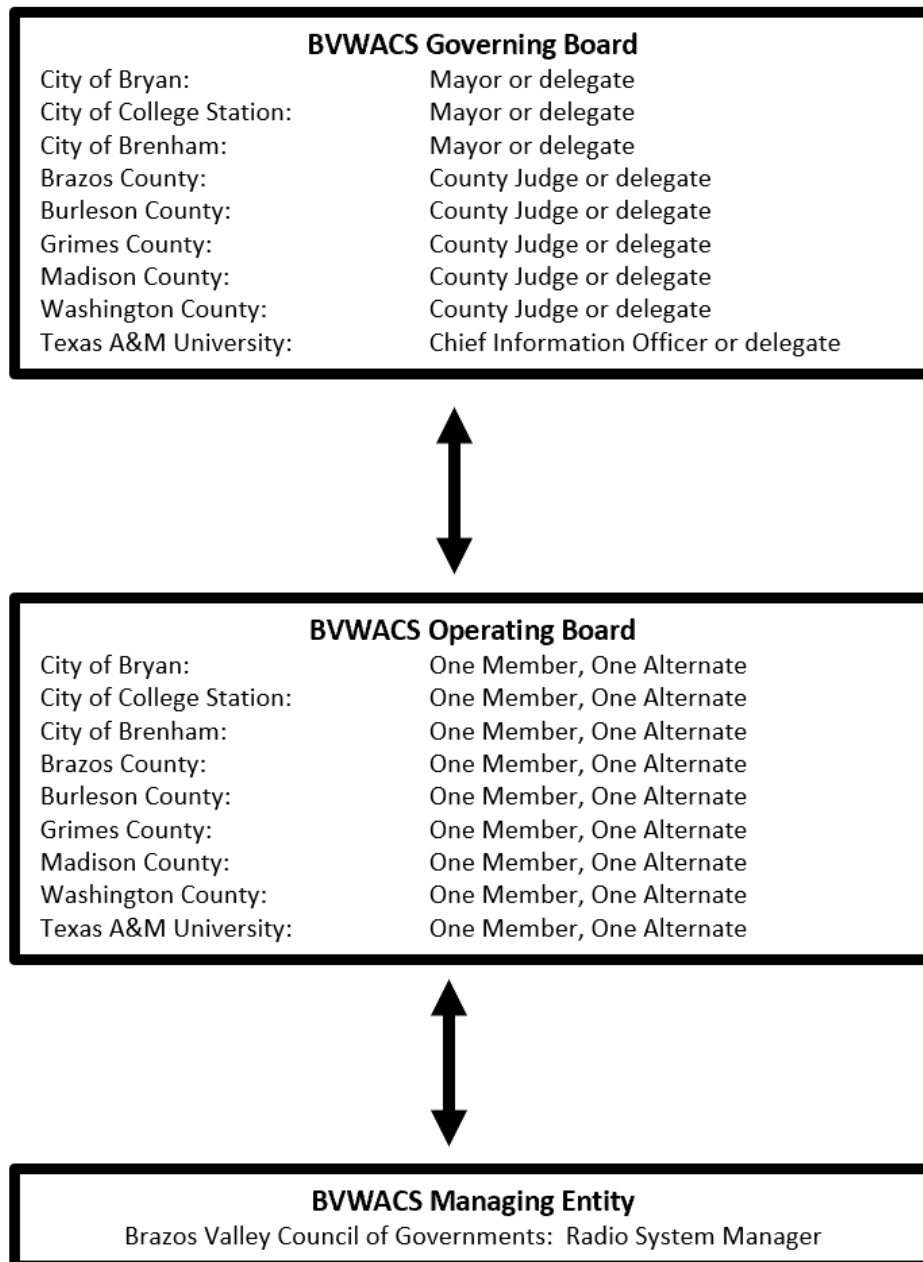
Report number of system busies.

Report BVWACS Support Vendor response time to system problems.

Develop shared staff performance measures.

**THIRD RESTATEMENT OF THE INTERLOCAL AGREEMENT
FOR THE CONSTRUCTION, IMPLEMENTATION, OPERATION AND
MAINTENANCE OF
THE WIDE AREA COMMUNICATIONS SYSTEM**

**Exhibit F- Governance, Operation, and Maintenance Flow Chart
and Distribution of Board Membership**



**THIRD RESTATEMENT OF THE INTERLOCAL AGREEMENT
FOR THE CONSTRUCTION, ACQUISITION, IMPLEMENTATION, OPERATION
AND MAINTENANCE OF
THE WIDE AREA COMMUNICATIONS SYSTEM**

Exhibit G – Staffing for BVWACS Program

Radio System Manager (100 %)



AGENDA ITEM 20

DATE OF MEETING: October 19, 2023

DATE SUBMITTED: October 16, 2023

DEPT. OF ORIGIN: Administration

SUBMITTED BY: Jeana Bellinger

AGENDA ITEM DESCRIPTION: 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

SUMMARY STATEMENT: To be discussed in Executive Session

ATTACHMENT(S): None

RECOMMENDED ACTION: No action – Executive Session discussion only.



AGENDA ITEM 21

DATE OF MEETING: October 19, 2023

DATE SUBMITTED: October 16, 2023

DEPT. OF ORIGIN: Administration

SUBMITTED BY: Jeana Bellinger

AGENDA ITEM DESCRIPTION: Section 551.071 Texas Government Code – Consultation with Attorney – Consultation with City Attorney Regarding Victor Martinez v. Arch-Con Corporation and City of Brenham, Texas; Cause No. 38137; 335th Judicial District Court, Washington County, Texas

SUMMARY STATEMENT: To be discussed in Executive Session

ATTACHMENT(S): None

RECOMMENDED ACTION: No action – Executive Session discussion only.