



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, NOVEMBER 2, 2023 AT 1:00 PM
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN STREET
BRENHAM, TEXAS**

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags - Councilmember Leah Cook**
- 3. Special Recognition**
 - ◆ **Brian Scheffer - Retirement, Brenham Fire Department**
- 4. Service Recognitions**
 - ◆ **Courtney Dudenhoeffer - Utility Customer Service Supervisor - 5 Years**
- 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 Ordinance No. O-23-029 on Its Second Reading Amending the City of Brenham's FY2023-24 Adopted Budget**
- 6.b. Approve Ordinance No. O-23-030 on Its Second 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**

- 6.c. **Approve Resolution No. R-23-039 Authorizing the Acceptance of a Grant from the Office of the Governor (OOG), State Homeland Security Grants Division, FY23 State Homeland Security Program - Law Enforcement Terrorism Prevention Activities Projects (SHSP-LETPA), for 40 sets of 24" RatKit Breaching Tools**
- 6.d. **Approve Resolution No. R-23-040 Authorizing the Acceptance of a Grant from the Office of the Governor (OOG), State Homeland Security Grants Division, FY23 State Homeland Security Program - Law Enforcement Terrorism Prevention Activities Projects (SHSP-LETPA), for Two (2) Trinity Innovative Solutions Portable Surveillance Kits**
- 6.e. **Approve Final Payment to Capital Underground Utilities for Project No. 64C-68C, In the Amount of \$35,517.40, Related to the Air Release Valves on Raw Water Main (Lake Line) And Authorize the Mayor to Execute Any Necessary Documentation**
- 6.f. **Approve Final Payment to Larry Young Paving Inc., In the Amount of \$212,716.45, Related to S. Chappell Hill Street and Martin Luther King Street Improvements and Authorize the Mayor to Execute Any Necessary Documentation**

REGULAR SESSION

- 7. **Discuss and Possibly Act Upon the Approval of the Routine Airport Maintenance Program (RAMP) Grant Agreement No. M2417BREN with TxDOT for FY 2024 and Authorize the Mayor to Execute Any Necessary Documentation**
- 8. **Discuss and Possibly Act Upon Resolution No. R-23-041 Adopting a Commercial Tax Phase-In Agreement Between the City of Brenham and 209 S. Market Street, LLC**
- 9. **Discuss and Possibly Act Upon ITB No. 23-013 for an Annual Contract Related to Concrete Work for the City of Brenham and Authorize the Mayor to Execute Any Necessary Documentation**
- 10. **Discuss and Possibly Act Upon the Purchase of a Utility Compactor (Street Roller) through Sourcewell Contract No. 032119-CAT for the City of Brenham Street Department and Authorize the Mayor to Execute Any Necessary Documentation**
- 11. **Administrative/Elected Officials Report**

Administrative/Elected Officials Reports: Reports from City Officials or City staff regarding items of community interest, including expression of thanks, congratulations or condolences; information regarding holiday schedules; honorary or salutary recognitions of public officials, public employees or other citizens; reminders about upcoming events organized or sponsored by the City; information regarding social, ceremonial, or community events organized or sponsored by a non-City entity that is

scheduled to be attended by City officials or employees; and announcements involving imminent threats to the public health and safety of people in the City that have arisen after the posting of the agenda.

ADJOURN

Executive Sessions: The City Council for the City of Brenham reserves the right to convene into executive session at any time during the course of this meeting to discuss any of the matters listed, as authorized by Texas Government Code, Chapter 551, including but not limited to §551.071 - Consultation with Attorney, §551.072 - Real Property, §551.073 - Prospective Gifts, §551.074 - Personnel Matters, §551.076 - Security Devices, §551.086 - Utility Competitive Matters, and §551.087 - Economic Development Negotiation

CERTIFICATION

I certify that a copy of the agenda of items to be considered by the City of Brenham City Council was posted to the City Hall bulletin board at 200 W. Vulcan St., Brenham, TX on Monday, October 30, 2023 at 11:50 a.m.

Jeana Bellinger, TRMC, CMC
City Secretary

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

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the _____ day of _____, 2023 at _____ a.m./p.m.

Signature

Title

ORDINANCE NO. O-23-029

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 19th day of October 2023.

PASSED and APPROVED on its second reading this the 2nd 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	

EXHIBIT “A”

All that certain tract or parcel of land containing 2,646 square feet of land, more or less, situated in Washington County, Texas, being out of the A. Harrington Survey, Abstract No. 55, in the City of Brenham, being a portion of a called 6,825 square foot tract described in that Deed dated October 14, 2016, from Kent E. Brownell and Mary C. Corona to John W. Elford, recorded in Volume 1558, Page 0735, of the Official Records of Washington County, Texas, also being a portion of a called 200 square feet described in that deed dated May 12, 2017, from Washington County, Texas to John Elford, recorded in Volume 1584, Page 464, of the Official Records of Washington County, Texas; being the same tract of land described in that deed dated November 29, 2021, from John W. Elford to 302 Realty, LLC, recorded in Volume 1812, Page 629 of the Official Records of Washington County, Texas.

ORDINANCE NO. O-23-030

AN ORDINANCE DESIGNATING ALL THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 2,646 SQUARE FEET OF LAND, MORE OR LESS, SITUATED IN WASHINGTON COUNTY, TEXAS, BEING OUT OF THE A. HARRINGTON SURVEY, ABSTRACT NO. 55, IN THE CITY OF BRENHAM, BEING A PORTION OF A CALLED 6,825 SQUARE FOOT TRACT DESCRIBED IN THAT DEED DATED OCTOBER 14, 2016, FROM KENT E. BROWNELL AND MARY C. CORONA TO JOHN W. ELFORD, RECORDED IN VOLUME 1558, PAGE 0735, OF THE OFFICIAL RECORDS OF WASHINGTON COUNTY, TEXAS, ALSO BEING A PORTION OF A CALLED 200 SQUARE FEET DESCRIBED IN THAT DEED DATED MAY 12, 2017, FROM WASHINGTON COUNTY, TEXAS TO JOHN ELFORD, RECORDED IN VOLUME 1584, PAGE 464, OF THE OFFICIAL RECORDS OF WASHINGTON COUNTY, TEXAS; BEING THE SAME TRACT OF LAND DESCRIBED IN THAT DEED DATED NOVEMBER 29, 2021, FROM JOHN W. ELFORD TO 302 REALTY, LLC, RECORDED IN VOLUME 1812, PAGE 629 OF THE OFFICIAL RECORDS OF WASHINGTON COUNTY, TEXAS, SAID PROPERTY BEING LOCATED AT 209 S. MARKET STREET, BRENHAM, TEXAS, AND SAID PROPERTY BOUNDARIES BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES, AS REINVESTMENT ZONE NUMBER FIFTY-TWO FOR COMMERCIAL TAX PHASE-IN, CITY OF BRENHAM, TEXAS AS PROVIDED IN CHAPTER 312, TEXAS TAX CODE; ESTABLISHING THE NUMBER OF YEARS FOR THE ZONE, AUTHORIZING AN AGREEMENT FOR EXEMPTION FROM TAXATION THE INCREASE IN VALUE OF CERTAIN PROPERTY IN ORDER TO ENCOURAGE DEVELOPMENT AND REDEVELOPMENT AND OTHER MATTERS RELATING THERETO; AND FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THIS ORDINANCE WAS PASSED WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Council of the City of Brenham, Texas, ("City") desires to encourage supervised improvements by property owners and lessees through tax phase-in procedures within its jurisdiction by the creation of a reinvestment zone as authorized by Chapter 312, Texas Tax Code (the "Act"); and

WHEREAS, on the 29th day of August 2023, the City Council held a public hearing to receive comments concerning the designation of proposed Reinvestment Zone Number Fifty-Two. The notice of such hearing was published on August 22, 2023, such date being not later than the seventh day before the date of the public hearing; and

WHEREAS, the City called a public hearing and published notice of such public hearing as required by Section 312.201 of the Act; and has delivered written notice to the presiding officer of the governing body of each taxing unit within the jurisdiction of the proposed Reinvestment Zone Number Fifty-Two for Commercial Tax Phase-In; and

WHEREAS, at said public hearing the City presented evidence that such proposed designation would be reasonably likely to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property, that the proposed improvements are feasible and practical, that said improvements would be a benefit to the land included in the zone and that would contribute to the economic development of the City; and

WHEREAS, the designation of the proposed reinvestment zone is consistent with the City's policies adopted by Council Resolution No. R-23-015 on the 4th day of May, 2023, and will benefit the land included within the Reinvestment Zone after the expiration of the Agreement; and

WHEREAS, the City at such public hearing invited any interested person or his attorney to appear and contend for or against the creation of the reinvestment zone, the boundaries of the proposed reinvestment zone, whether all or part of the territory which is referred to as City of Brenham Reinvestment Zone Number Fifty-Two for Commercial Tax Phase-In, should be included in such proposed reinvestment zone, and obtain tax phase-in; and

WHEREAS, at such hearing recommendations were given as to the number of years the reinvestment zone would be designated, the number of years in which an agreement would be available, as well as the percentage of potential tax exemption under the aforesaid tax phase-in guidelines and criteria to be applied to taxable real property which is developed;

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

Section 1. That the facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct and are incorporated herein for all purposes.

Section 2. That the City, after conducting such hearing and having further studied recommendations, as well as the evidence presented at the public hearing, has made the following findings based on the evidence and testimony presented to it:

- a) That the public hearing on the adoption of the reinvestment zone under the provisions of the Act has been properly called, held and conducted and that notice of such hearing has been published as required by law and has been sent to the respective taxing units within the proposed reinvestment zone; and
- b) That the City has jurisdiction to hold and conduct said public hearing on the creation of the proposed reinvestment zone pursuant to the Act; and
- c) That creation of the proposed reinvestment zone with boundaries described herein will result in improvements made after the passage of this Ordinance and the execution of tax phase-in agreements, that are feasible and practical and will benefit the City, its residents and property owners in the reinvestment zone; and
- d) That the proposed designation will be reasonably likely to contribute to the retention or expansion of primary employment or to attract major investments to the zone that would be a benefit to the property and contribute to economic development of the City.

Section 3. That the City hereby creates Reinvestment Zone Number Fifty-Two, designated as all that certain tract or parcel of land containing 2,646 square feet of land, more or less, situated in Washington County, Texas, being out of the A. Harrington Survey, Abstract No. 55, in the City of Brenham, being a portion of a called 6,825 square foot tract described in that Deed dated October 14, 2016, from Kent E. Brownell and Mary C. Corona to John W. Elford, recorded in Volume 1558, Page 0735, of the Official Records of Washington County, Texas, also being a portion of a called 200 square feet described in that deed dated May 12, 2017, from Washington County, Texas to John Elford, recorded in Volume 1584, Page 464, of the Official Records of Washington County, Texas; being the same tract of land described in that deed dated November 29, 2021, from John W. Elford to 302 Realty, LLC, recorded in Volume 1812, Page 629 of the Official Records of Washington County, Texas and said property boundaries being more fully described in Exhibit “A” attached hereto and incorporated herein for all purposes, and such reinvestment zone shall hereafter be identified as Reinvestment Zone Number Fifty-Two for Commercial Tax Phase-In, City of Brenham, Texas.

Section 4. That the designation of Reinvestment Zone Number Fifty-Two for Commercial Tax Phase-In shall expire five (5) years from the date of this Ordinance unless renewed as provided by the Act, or at an earlier time designated by subsequent ordinance.

- Section 5.** That written agreements as provided in the Act with owners of eligible property located within the reinvestment zone shall be for a period of up to ten (10) years, and that the eligible property that is subject to the above mentioned exemption from taxation shall be the improvements to the property in conformity with the City's criteria and guidelines, and written agreements shall provide for an exemption from taxation of the total increase in value of the eligible property over its value in the year the agreement is executed. The written agreement will require that all taxes be current at the time of execution of agreement and be kept current to all taxing entities during the term of said agreement.
- Section 6.** That said designation of Reinvestment Zone Number Fifty-Two for Commercial Tax Phase-In and the written agreement thereof are in accordance with the City of Brenham's "Policy Statement on Property Tax Phase-In Incentive for Selected Commercial Enterprises" and will be a benefit to the land which will be included within the Reinvestment Zone and to the City of Brenham after the expiration of the agreement.
- Section 7.** That if any provision of this Ordinance shall be held to be invalid or unconstitutional, the remainder of such ordinance shall continue in full force and effect the same as if such invalid or unconstitutional provision had never been a part of it.
- Section 8.** That it is hereby officially found and determined that the meeting at which this Ordinance is passed is open to the public as required by law and that public notice of the time, place and purpose of said meeting was given as required.

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

PASSED AND APPROVED, on its second reading this the 2nd day of November 2023.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



City Council Regular Meeting
AGENDA ITEM 6.c

Agenda Item: **Approve Resolution No. R-23-039 Authorizing the Acceptance of a Grant from the Office of the Governor (OOG), State Homeland Security Grants Division, FY23 State Homeland Security Program - Law Enforcement Terrorism Prevention Activities Projects (SHSP-LETPA), for 40 sets of 24" RatKit Breaching Tools**

Meeting Date: November 2, 2023

Department: Police

Staff Contact: Steven Eilert, Police Sergeant

SUMMARY STATEMENT:

On February 2nd, 2023, Council authorized the Police Department to apply for a grant from the Governor's Office State Homeland Security Program - LETPA Projects for funding of a one-time purchase of 40 sets of 24" RatKit Breaching Equipment. The City has been notified that it was awarded the grant in the amount of \$22,952.00. This resolution provided for Council's consideration is for acceptance of the award. There are no matching funds required.

ATTACHMENTS:

1. Resolution No. R-23-039

RECOMMENDATION:

Approve Resolution No. R-23-039 authorizing the acceptance of a Grant from the Office of the Governor (OOG), State Homeland Security Grants Division, FY23 State Homeland Security Program - Law Enforcement Terrorism Prevention Activities Projects (SHSP-LETPA), for 40 sets of 24" RatKit Breaching Tools

RESOLUTION NO. R-23-039

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE, HOMELAND SECURITY GRANTS DIVISION FOR THE 2023 STATE HOMELAND SECURITY PROGRAM – LAW ENFORCEMENT TERRORISM PREVENTION ACTIVITIES PROJECTS, AND AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTATION

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

WHEREAS, on the 2nd day of February 2023, the City Council of the City of Brenham enacted Resolution No. R-23-005, authorizing City staff to prepare and submit a grant application to the Office of the Governor, Public Safety Office, Homeland Security Grants Division for the 2023 State Homeland Security Program – Law Enforcement Terrorism Prevention Activities (“LETPA”) Projects program; and

WHEREAS, the City of Brenham has been notified of the award of Grant No. 4826601 in the amount of \$22,952.00 for the one-time purchase of forty (40) 24” RatKit Breaching Tools; and

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

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

1. The City of Brenham hereby accepts Grant No. 4826601 in the amount of \$22,952.00 from the Office of the Governor, Public Safety Office, Homeland Security Grants Division for the 2023 State Homeland Security Program – LETPA Projects Program.
2. The City of Brenham will comply with all requirements of the Grant Program.
3. The City Council agrees to provide applicable matching funds for the project as required by the State Homeland Security Program – LETPA Projects Program.
4. The City Council agrees that in the event of loss or misuse of the Office of the Governor funds, the City Council assures such funds will be returned to the Office of the Governor in full.
5. That the Mayor is hereby authorized to execute any necessary documentation related to the grant described herein.

PASSED AND APPROVED on this the 2nd day of November 2023.

ATTEST:

Atwood C. Kenjura
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary



City Council Regular Meeting
AGENDA ITEM 6.d

Agenda Item: Approve Resolution No. R-23-040 Authorizing the Acceptance of a Grant from the Office of the Governor (OOG), State Homeland Security Grants Division, FY23 State Homeland Security Program - Law Enforcement Terrorism Prevention Activities Projects (SHSP-LETPA), for Two (2) Trinity Innovative Solutions Portable Surveillance Kits

Meeting Date: November 2, 2023

Department: Police

Staff Contact: Steven Eilert, Police Sergeant

SUMMARY STATEMENT:

On February 2nd, 2023, Council authorized the Police Department to apply for a grant from the Governor's Office State Homeland Security Program - LETPA Projects for funding of a one-time purchase of 2 Trinity Innovative Solutions Portable Surveillance Kits. The City has been notified that it was awarded the grant in the amount of \$29,850. This resolution provided for Council's consideration is for acceptance of the award. There are no matching funds required.

ATTACHMENTS:

1. Resolution No. R-23-040

RECOMMENDATION:

Approve Resolution No. R-23-040 authorizing the acceptance of a grant from the Office of the Governor (OOG), State Homeland Security Grants Division, FY23 State Homeland Security Program - Law Enforcement Terrorism Prevention Activities Projects (SHSP-LETPA), for two (2) Trinity Innovative Solutions Portable Surveillance Kits.

RESOLUTION NO. R-23-040

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE, HOMELAND SECURITY GRANTS DIVISION FOR THE 2023 STATE HOMELAND SECURITY PROGRAM – LAW ENFORCEMENT TERRORISM PREVENTION ACTIVITIES PROJECTS, AND AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTATION

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

WHEREAS, on the 2nd day of February 2023, the City Council of the City of Brenham enacted Resolution No. R-23-007, authorizing City staff to prepare and submit a grant application to the Office of the Governor, Public Safety Office, Homeland Security Grants Division for the 2023 State Homeland Security Program – Law Enforcement Terrorism Prevention Activities (“LETPA”) Projects program; and

WHEREAS, the City of Brenham has been notified of the award of Grant No. 4826701 in the amount of \$29,850.00 for the one-time purchase of two (2) Trinity Innovative Solutions Portable Surveillance Kits; and

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

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

1. The City of Brenham hereby accepts Grant No. 4826701 in the amount of \$29,850.00 from the Office of the Governor, Public Safety Office, Homeland Security Grants Division for the 2023 State Homeland Security Program – LETPA Projects Program.
2. The City of Brenham will comply with all requirements of the Grant Program.
3. The City Council agrees to provide applicable matching funds for the project as required by the State Homeland Security Program – LETPA Projects Program.
4. The City Council agrees that in the event of loss or misuse of the Office of the Governor funds, the City Council assures such funds will be returned to the Office of the Governor in full.
5. That the Mayor is hereby authorized to execute any necessary documentation related to the grant described herein.

PASSED AND APPROVED on this the 2nd day of November 2023.

ATTEST:

Atwood C. Kenjura
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary



City Council Regular Meeting **AGENDA ITEM 6.e**

Agenda Item: **Approve Final Payment to Capital Underground Utilities for Project No. 64C-68C, In the Amount of \$35,517.40, Related to the Air Release Valves on Raw Water Main (Lake Line) And Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Date: November 2, 2023

Department: Public Utilities

Staff Contact: Shawn Bolenbarr, Public Utilities Project Manager

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 consisted of replacing 34 combination air release valves on the 24-inch raw water main. This project is funded by ARPA Grant proceeds.

Capital Underground Utilities has completed the replacement of the 34 combination air release valves and it has been determined by Strand and the City of Brenham that this work is substantially complete. All 34 combination air release valves have been inspected by City of Brenham personnel and Strand Associates. Based on our inspection, we have determined that all 34 combination air release valves have been installed correctly and are working properly.

We would ask council to approve the final payment (Pay App #3) to Capital Underground Utilities in the amount of \$35,517.40.

ATTACHMENTS:

1. Pay Application #3
2. Certificate of Payment to Subcontractors and Suppliers
3. Consent of Surety to Final Payment
4. Certificate of Final Completion

RECOMMENDATION:

Approve final payment to Capital Underground Utilities for Project No. 64C-68C, in the amount of \$35,517.40, related to the Air Release Valves on Raw Water Main (Lake Line) and authorize the Mayor to execute any necessary documentation.

APPLICATION FOR PAYMENT NO. 03 Final

TO OWNER: CITY OF BRENHAM, 200 WEST VULCAN STREET, BRENHAM, TEXAS 77833
 FROM CONTRACTOR: CAPITAL UNDERGROUND UTILITIES, LLC
 PROJECT: ARPA AIR RELEASE VALVES ON RAW WATER MAIN
 STRAND PROJECT NO. 3900.269

CONTRACT AWARDED: May 18, 2023
 PERIOD FROM: October 3, 2023
 CONST. TIME ALLOTTED (Days): 120

NOTICE TO PROCEED: June 29, 2023
 PERIOD TO: October 13, 2023
 TIME USED (Days): 106

ITEM	BASE BID	CONTRACT QUANTITY	UNIT	PREVIOUS PERIOD	CURRENT PERIOD	TOTAL	UNIT PRICE	TOTAL VALUE OF WORK COMPLETED
1	Install 4-In combination air release valve, including tracer wire, granular fill, wax tape on all flanges, traffic control, erosion control, site restoration, seeding, and cleanup (if needed)	34.00	EA	34	0	34	\$ 9,933.00	\$ 337,722.00
2	Install 4-In gate valve	10.00	EA	1	0	1	\$ 3,952.00	\$ 3,952.00
1b	Add Gate Valve Restocking FEE	1.00	LS	0	1	1	\$ 1,350.00	\$ 1,350.00

Original Contract: \$ 377,242.00
 Plus Additions: \$ 1,350.00
 Less Deductions: \$ (35,568.00)
 Adjusted Contract: \$ 343,024.00

Value of Work Performed to Date \$ 343,024.00
 Plus Materials Stored at Close of
 Net Amt Earned to Date \$ 343,024.00
 Less 10% Retainage
 Subtotal \$ 343,024.00
 Less Previous Pay Applications \$ 307,506.60
 Amount Due this Application \$ 35,517.40

AFFIDAVIT & CERTIFICATION OF PAY APPLICATION BY CONTRACTOR

STATE OF TEXAS
 COUNTY OF Harris

WHEREAS, the undersigned, Horacio Luna, who being duly sworn, on oath, says that he is the legal representative of Capital Underground Utilities, LLC, has been employed by City of Brenham to furnish labor and materials for the ARPA Air Release Valves on Raw Water Main project in Brenham, Texas.

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

BY: Horacio Luna
 CAPITAL UNDERGROUND UTILITIES, LLC

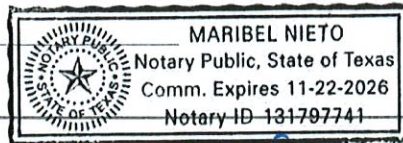
DATE: 10/16/2023

PRINTED NAME: Horacio Luna

TITLE: President

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 16th DAY OF October, 2023

Maribel Nieto
 NOTARY PUBLIC IN AND FOR
 THE STATE OF TEXAS.



RECOMMENDED BY:

Molly Laff
 STRAND ASSOCIATES, INC.*

DATE:

10-19-23

APPROVED BY:

CITY OF BRENHAM, TEXAS

DATE:

CITY OF BRENHAM
STANDARD SPECIFICATION

CERTIFICATION OF PAYMENT
TO SUBCONTRACTORS AND SUPPLIERS

Document 00642

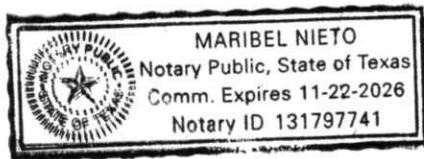
CERTIFICATION OF PAYMENT
TO SUBCONTRACTORS AND SUPPLIERS

The undersigned, Horacio Luna, states that he is the President,
of Capital Underground Utilities, LLC
and that he is duly authorized to execute this Certification of Payment to Subcontractors and
Suppliers; that Contractor has made payments to Subcontractors and Suppliers for all labor,
materials, equipment, and services furnished to date for Work on Project No. 64C-68C in the
amounts for which Contractor has been paid; that the labor, materials, equipment, and
services covered by this Certificate of Payment have been furnished in accordance with and all
in compliance with the Contract Documents; that no sums have been withheld by Contractor
for Subcontractors and Suppliers as a result of any allegations of deficiencies in the Work; and
that such payments were made in accordance with the Contract Documents and with the laws
of the State of Texas.

Horacio Luna

Affiant's Signature

SWORN AND SUBSCRIBED before me on 10/25/2023
Date



ID#131797741 Maribel Nieto
Notary Public in and for the State of TEXAS

Maribel Nieto

Print or type name

My Commission Expires: 11/22/2026
Expiration Date

END OF DOCUMENT

00642-1
04-01-2017



AIA[®] Document G707[™] – 1994

Consent of Surety to Final Payment

PROJECT: *(Name and address)*

ARPA Air Release Valves on Raw Water Main

ARCHITECT'S PROJECT NUMBER:

Bond No. NTX 9047

OWNER ☒

CONTRACT FOR:

General Construction

ARCHITECT ☐

CONTRACTOR ☐

CONTRACT DATED:

SURETY ☐

OTHER ☐

TO OWNER: *(Name and address)*

City of Brenham

200 West Vulcan Street, Suite 206

Brenham, TX 77833

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

Merchants National Bonding, Inc.

P.O. Box 14498, Des Moines, Iowa 50306-3498

on bond of

(Insert name and address of Contractor)

Capital Underground Utilities

918 Tassell Street, Houston, TX 77076

, SURETY,

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

(Insert name and address of Owner)

City of Brenham

200 West Vulcan Street, Suite 206, Brenham, TX 77833

, CONTRACTOR,

as set forth in said Surety's bond.

, OWNER,

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: October 25, 2023

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

Attest:
(Seal) 
Mireli Stanford, Surety Witness

Merchants National Bonding, Inc.

(Surety)


(Signature of authorized representative)

Megan Liescheski, Attorney-in-Fact

(Printed name and title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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040511 ACD44

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Brian P Herrera; Jacob Strader; Justin McQuain; Megan Liescheski; Mireli Stanford

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 15th day of December, 2022.



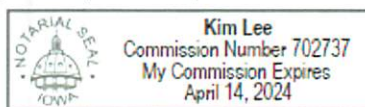
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 15th day of December 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 25th day of October, 2023.



William Warner Jr.
Secretary

Document 00641

CERTIFICATE OF FINAL COMPLETION

CERTIFICATE OF FINAL COMPLETION OF: ARPA Air Release Valves on Raw Water Main

Project No.: 64C-68C

Contract Dated: [Contract Date] 6/14/2023

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

Horacio Luna
Affiant's Signature

SWORN AND SUBSCRIBED before me on 10/25/2023

Date

ID#131797741

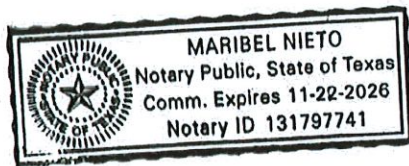
Maribel Nieto
Notary Public in and for the State of TEXAS

Maribel Nieto

Print or type name

My Commission Expires: 11/22/2026

Expiration Date



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

Resident Project Representative

Molly Goff
Engineer

Approved:

[Title of Approval Authority] [Contracting Department]

END OF DOCUMENT

00641-1
04-01-2017



City Council Regular Meeting **AGENDA ITEM 6.f**

Agenda Item: **Approve Final Payment to Larry Young Paving Inc., In the Amount of \$212,716.45, Related to S. Chappell Hill Street and Martin Luther King Street Improvements and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Date: November 2, 2023

Department: Public Works

Staff Contact: Dane Rau, Director of Public Works

SUMMARY STATEMENT:

On October 13, 2022, the Brenham City Council awarded Larry Young Paving a contract in the amount of \$2,193,505.05 for street reconstruction and utility work on MLK and S. Chappell Hill St.

We are very happy to say that these improvements have been completed and both roadways are functioning well after all the improvements were made. We are also happy to say that this project came in under the contract amount of \$66,340.56. A final walk-thru and punch list was conducted, and the project is now substantially complete.

We would like to respectfully ask the Council to approve the final payment to Larry Young Paving in the amount of \$212,716.45.

ATTACHMENTS:

1. Pay App No. 9 and Final
2. Letter of Substantial Completion
3. Final Certification of Completion Letter
4. Certification of Payment
5. Consent of Surety to Final Payment
6. Certificate of Final Completion

RECOMMENDATION:

Approve Final Payment to Larry Young Paving Inc, in the amount of \$212,716.45, related to S. Chappell Hill Street and Martin Luther King Street Improvements and authorize the Mayor to execute any necessary documentation.

APPLICATION FOR PAYMENT NO. 09 (FINAL)

TO OWNER: CITY OF BRENHAM, 200 WEST VULCAN, BRENHAM, TEXAS 77833
 FROM CONTRACTOR: Larry Young Paving, Inc.
 PROJECT: South Chappell Hill Street and Martin Luther King Jr. Parkway Improvements
 STRAND PROJECT NO. 3900.261

CONTRACT AWARDED: October 13, 2022
 PERIOD FROM: August 1, 2023
 CONST. TIME ALLOTTED (Days): 275

NOTICE TO PROCEED: December 5, 2022
 PERIOD TO: September 6, 2023
 TIME USED (Days): 275

ITEM	BASE BID: MARTIN LUTHER KING JR. PARKWAY	CONTRACT QUANTITY	UNIT	PREVIOUS PERIOD	CURRENT PERIOD	TOTAL	UNIT PRICE	TOTAL VALUE OF WORK COMPLETED
1	Mobilization (Not to Exceed 10% of Total Base Bid Price, Excluding Mobilization).	0.48	LS	0.48	0	0.48	\$ 120,000.00	\$ 57,600.00
2	Stormwater Pollution Prevention Plan (SWPPP).	0.48	LS	0.48	0	0.48	\$ 10,000.00	\$ 4,800.00
3	Adjust Manhole.	12	EA	6	6	12	\$ 500.00	\$ 6,000.00
4	Adjust Water Valve.	5	EA	5	0	5	\$ 300.00	\$ 1,500.00
5	Adjust Gas Valve.	2	EA	2	0	2	\$ 300.00	\$ 600.00
6	Asphaltic Pavement Removal (Full Depth) (Includes Any Necessary Subgrade).	6,219	SY	6219	0	6219	\$ 7.50	\$ 46,642.50
7	Lime Stabilization of Material, In Place (8-IN).	8,710	SY	8710	0	8710	\$ 4.25	\$ 37,017.50
8	Lime Treatment (Road Mixed); 12 Percent by Dry Weight Assumed for Quantity Estimating Purposes.	167.35	TON	167.35	0	167.35	\$ 190.00	\$ 31,796.50
9	Reinforced Concrete Pavement (7-IN)(Type D).	8,690	SY	8690	0	8690	\$ 73.00	\$ 634,370.00
10	Remove Concrete Driveway.	37	SY	37	0	37	\$ 18.00	\$ 666.00
11	Reinforced Concrete Driveway (6-Inches).	28	SY	28	0	28	\$ 71.00	\$ 1,988.00
12	Remove and Replace Concrete Curb and Gutter.	681	LF	681	0	681	\$ 44.00	\$ 29,964.00
13	Reconstruct Storm Sewer Grate Inlet as 5-FT Curb Inlet.	0	EA	0	0	0	\$ 3,400.00	\$ -
14	Reconstruct Storm Sewer Grate Inlet as 5-FT Curb Inlet with 5-FT Extension.	1	EA	1	0	1	\$ 3,900.00	\$ 3,900.00
15	Clean Out Storm Sewer Box and Dispose of Debris.	1	EA	1	0	1	\$ 3,500.00	\$ 3,500.00
16	Remove and Dispose of Concrete Sidewalk.	1,100	SF	1100	0	1100	\$ 2.00	\$ 2,200.00
17	4-IN Concrete Sidewalk.	87	SY	87	0	87	\$ 54.00	\$ 4,698.00
18	Construct Type 1 Curb Ramp.	1	EA	1	0	1	\$ 1,300.00	\$ 1,300.00
19	Construct Type 2 Curb Ramp.	1	EA	1	0	1	\$ 1,300.00	\$ 1,300.00
20	Construct Type 10 Curb Ramp.	2	EA	2	0	2	\$ 1,300.00	\$ 2,600.00
21	Furnish and Install Type C Yellow 4-IN Solid Pavement Marking per Texas Department of Transportation (TxDOT) Item 666, Complete in Place.	0	LF	0	0	0	\$ 2.00	\$ -
22	Furnish and Install Type C Yellow 4-IN Dashed Pavement Marking per TxDOT Item 666, Complete in Place.	0	LF	0	0	0	\$ 2.00	\$ -
23	Furnish and Install Type C Yellow 24-IN Solid Pavement Marking per TxDOT Item 666, Complete in Place.	0	LF	0	0	0	\$ 16.00	\$ -
24	Furnish and Install Type C White 8-IN Solid Pavement Marking per TxDOT Item 666, Complete in Place.	0	LF	0	0	0	\$ 4.00	\$ -
25	Furnish and Install Type C White 12-IN Solid Pavement Marking per TxDOT Item 666, Complete in Place.	74	LF	74	0	74	\$ 8.00	\$ 592.00
26	Furnish and Install Type C White 24-IN Solid Pavement Marking per TxDOT Item 666, Complete in Place.	17	LF	17	0	17	\$ 16.00	\$ 272.00
27	Furnish and Install Type C Standard Arrow Pavement Marking per TxDOT Item 666, Complete in Place.	0	EA	0	0	0	\$ 490.00	\$ -
28	Furnish and Install Word Pavement Marking per TxDOT Item 666, Complete in Place.	0	EA	0	0	0	\$ 530.00	\$ -
29	Furnish and Install Sign Assembly, Pole, and Sign Base, Complete in Place.	0	EA	0	0	0	\$ 1,300.00	\$ -
30	Railroad Permit Coordination, Inspection, Flagger, and Associate Fees.	1	LS	1	0	1	\$ 18,000.00	\$ 18,000.00
31	Furnish Traffic Control Plan and Integrate According to the Texas Manual on Uniform Traffic Control Devices and TxDOT.	0.48	LS	0.48	0	0.48	\$ 30,000.00	\$ 14,400.00
32	Seeding and Site Restoration.	0.48	LS	0	0.48	0.48	\$ 6,000.00	\$ 2,880.00
ITEM	BASE BID: SOUTH CHAPPELL HILL STREET	CONTRACT QUANTITY	UNIT	PREVIOUS PERIOD	CURRENT PERIOD	TOTAL	UNIT PRICE	TOTAL VALUE OF WORK COMPLETED
1	Mobilization (Not to Exceed 10% of Total Base Bid Price, Excluding Mobilization).	0.52	LS	0.52	0	0.52	\$ 120,000.00	\$ 62,400.00
2	Stormwater Pollution Prevention Plan (SWPPP).	0.52	LS	0.48	0.04	0.52	\$ 10,000.00	\$ 5,200.00
3	Adjust Manhole.	2	EA	1	1	2	\$ 500.00	\$ 1,000.00
4	Adjust Water Valve.	1	EA	1	0	1	\$ 300.00	\$ 300.00
5	Adjust Gas Valve.	0	EA	0	0	0	\$ 300.00	\$ -
6	Asphaltic Pavement Removal (Full Depth) (Includes Any Necessary Subgrade).	9,995	SY	9995	0	9995	\$ 7.50	\$ 74,962.50
7	Lime Stabilization of Material, In Place (8-IN).	9,995	SY	8451	1544	9995	\$ 4.25	\$ 42,478.75
8	Lime Treatment (Road Mixed); 12 Percent by Dry Weight Assumed for Quantity Estimating Purposes.	139.79	TON	139.79	0	139.79	\$ 190.00	\$ 26,560.10
9	Reinforced Concrete Pavement (7-IN) (Type D).	9,745	SY	7741	2004	9745	\$ 73.00	\$ 711,385.00
10	Remove Concrete Driveway.	0	SY	0	0	0	\$ 18.00	\$ -
11	Reinforced Concrete Driveway (6 Inches).	0	SY	0	0	0	\$ 71.00	\$ -
12	Remove and Replace Concrete Curb and Gutter.	100	LF	90	10	100	\$ 44.00	\$ 4,400.00
13	Reconstruct Storm Sewer Grate Inlet as 5-FT Curb Inlet.	0	EA	0	0	0	\$ 3,400.00	\$ -
14	Reconstruct Storm Sewer Grate Inlet as 5-FT Curb Inlet with 5-FT Extension.	0	EA	0	0	0	\$ 3,900.00	\$ -
15	Clean Out Storm Sewer Box and Dispose of Debris.	0	EA	0	0	0	\$ 3,500.00	\$ -

ITEM	BASE BID: SOUTH CHAPPELL HILL STREET	CONTRACT QUANTITY	UNIT	PREVIOUS PERIOD	CURRENT PERIOD	TOTAL	UNIT PRICE	TOTAL VALUE OF WORK COMPLETED
16	Remove and Dispose of Concrete Sidewalk.	0	SF	0	0	0	\$ 2.00	\$ -
17	4-IN Concrete Sidewalk.	0	SY	0	0	0	\$ 54.00	\$ -
18	Construct Type 1 Curb Ramp.	0	EA	0	0	0	\$ 1,300.00	\$ -
19	Construct Type 2 Curb Ramp.	0	EA	0	0	0	\$ 1,300.00	\$ -
20	Construct Type 10 Curb Ramp.	0	EA	0	0	0	\$ 1,300.00	\$ -
21	Furnish and Install Type C Yellow 4-IN Solid Pavement Marking per Texas Department of Transportation (TxDOT) Item 666, Complete in Place.	5,412	LF	1922	3490	5412	\$ 2.00	\$ 10,824.00
22	Furnish and Install Type C Yellow 4-IN Dashed Pavement Marking per TxDOT Item 666, Complete in Place.	540	LF	280	260	540	\$ 2.00	\$ 1,080.00
23	Furnish and Install Type C Yellow 24-IN Solid Pavement Marking per TxDOT Item 666, Complete in Place.	66	LF	33	33	66	\$ 16.00	\$ 1,056.00
24	Furnish and Install Type C White 8-IN Solid Pavement Marking per TxDOT Item 666, Complete in Place.	201	LF	201	0	201	\$ 4.00	\$ 804.00
25	Furnish and Install Type C White 12-IN Solid Pavement Marking per TxDOT Item 666, Complete in Place.	191	LF	191	0	191	\$ 8.00	\$ 1,528.00
26	Furnish and Install Type C White 24-IN Solid Pavement Marking per TxDOT Item 666, Complete in Place.	35	LF	35	0	35	\$ 16.00	\$ 560.00
27	Furnish and Install Type C Standard Arrow Pavement Marking per TxDOT Item 666, Complete in Place.	10	EA	6	4	10	\$ 490.00	\$ 4,900.00
28	Furnish and Install Word Pavement Marking per TxDOT Item 666, Complete In Place.	1	EA	1	0	1	\$ 530.00	\$ 530.00
29	Furnish and Install Sign Assembly, Pole, and Sign Base, Complete in Place.	2	EA	1	1	2	\$ 1,300.00	\$ 2,600.00
30	Railroad Permit Coordination, Inspection, Flagger, and Associate Fees.	0	LS	0	0	0	\$ 18,000.00	\$ -
31	Furnish Traffic Control Plan and Integrate According to the Texas Manual on Uniform Traffic Control Devices and TxDOT.	0.52	LS	0.5	0.02	0.52	\$ 30,000.00	\$ 15,600.00
32	Seeding and Site Restoration.	0.52	LS	0	0.52	0.52	\$ 6,000.00	\$ 3,120.00
ITEM	ALTERNATIVE BID NO. 1	CONTRACT QUANTITY	UNIT	PREVIOUS PERIOD	CURRENT PERIOD	TOTAL	UNIT PRICE	TOTAL VALUE OF WORK COMPLETED
A1.1	Lime Stabilization of Material, In Place (8-IN).	540	SY	540	0	540	\$ 4.25	\$ 2,295.00
A1.2	Lime Treatment (Road Mixed); 12 Percent by Dry Weight Assumed for Quantity Estimating Purposes.	0	TON	0	0	0	\$ 190.00	\$ -
A1.3	Reinforced Concrete Pavement (7-IN) (Type D).	230	SY	230	0	230	\$ 73.00	\$ 16,790.00
A1.4	Remove and Replace Concrete Curb and Gutter.	810	LF	810	0	810	\$ 44.00	\$ 35,640.00
A1.5	Furnish and Install Type C Yellow 4-IN Solid Pavement Marking per TxDOT Item 666, Complete in Place.	-95	LF	0	-95	-95	\$ 2.00	\$ (190.00)
A1.6	Furnish and Install Type C Yellow 4-IN Dashed Pavement Marking per TxDOT Item 666, Complete in Place.	540	LF	0	540	540	\$ 2.00	\$ 1,080.00
A1.7	Furnish and Install Type C Yellow 24-IN Solid Pavement Marking per TxDOT Item 666, Complete in Place.	-13	LF	0	-13	-13	\$ 16.00	\$ (208.00)
A1.8	Furnish and Install Type C Standard Arrow Pavement Marking per TxDOT Item 666, Complete in Place.	4	EA	0	4	4	\$ 490.00	\$ 1,960.00
A1.9	Relocate Fire Hydrant.	2	EA	2	0	2	\$ 3,500.00	\$ 7,000.00
ITEM	ALTERNATIVE BID NO. 2	CONTRACT QUANTITY	UNIT	PREVIOUS PERIOD	CURRENT PERIOD	TOTAL	UNIT PRICE	TOTAL VALUE OF WORK COMPLETED
A2.1	Mobilization (Not to Exceed 10% of Total Alternate Bid No. 2 Price, Excluding Mobilization).	1	LS	1	0	1	\$ 3,900.00	\$ 3,900.00
A2.2	Furnish and Install 6-IN Americal Society for Testing and Materials (ASTM) D-3034 Standard Dimension Ratio (SDR) 26 Polyvinyl Chloride (PVC) Sanitary Sewer by Open Cut, Various Depths.	425	LF	425	0	425	\$ 77.00	\$ 32,725.00
A2.3	4-FT-Diameter Precast Concrete Manhole with Manhole Marker, Various Depths.	3	EA	3	0	3	\$ 7,400.00	\$ 22,200.00
A2.4	Furnish and Install Additional Manhole Depth.	0.3	VF	0.3	0	0.3	\$ 1.00	\$ 0.30
A2.5	Furnish and Install 6-IN by 6-IN Service Wye.	1	EA	1	0	1	\$ 310.00	\$ 310.00
A2.6	Furnish and Install 6-IN Service Cleanout.	2	EA	2	0	2	\$ 920.00	\$ 1,840.00
A2.7	Furnish and Install 6-IN SCH. 40 PVC Service Line.	10	LF	10	0	10	\$ 77.00	\$ 770.00
A2.8	Trench Safety (5- to 10-FT Depth).	142	LF	142	0	142	\$ 1.00	\$ 142.00

ITEM	ALTERNATIVE BID NO. 3	CONTRACT QUANTITY	UNIT	PREVIOUS PERIOD	CURRENT PERIOD	TOTAL	UNIT PRICE	TOTAL VALUE OF WORK COMPLETED
A3.1	Mobilization (Not to Exceed 10% of Total Alternate Bid No. 3 Price, Excluding Mobilization).	1	LS	1	0	1	\$ 3,200.00	\$ 3,200.00
A3.2	6-IN American Waterworks Association (AWWA) C-900 Dimension Ratio (DR) 18 PVC Water Main by Open Cut, Various Depths.	460	LF	460	0	460	\$ 81.00	\$ 37,260.00
A3.3	Fire Hydrant Assembly, 6-IN Tee, Gate Valve, and Pipe Lead.	1	EA	1	0	1	\$ 6,600.00	\$ 6,600.00
A3.4	6-IN Gate Valve and Valve Box.	1	EA	1	0	1	\$ 2,200.00	\$ 2,200.00
A3.5	Tie into Existing 2-IN Water Line.	1	EA	1	0	1	\$ 1,500.00	\$ 1,500.00
A3.6	Tie into Existing 6-IN Water Line.	2	EA	2	0	2	\$ 3,600.00	\$ 7,200.00
A3.7	Site Restoration, Seeding, and Cleanup.	1	LS	0	1	1	\$ 1,500.00	\$ 1,500.00
ITEM	CHANGE ORDER NO. 1	CONTRACT QUANTITY	UNIT	PREVIOUS PERIOD	CURRENT PERIOD	TOTAL	UNIT PRICE	TOTAL VALUE OF WORK COMPLETED
1b	Concrete and Asphaltic Pavement Removal (Full Depth) (Includes Any Necessary Subgrade).	2,314	SY	2314	0	2314	\$ 14.35	\$ 33,205.90
1c	Concrete and Asphaltic Pavement Removal (Full Depth) (Includes Any Necessary Subgrade).	177	SY	177	0	177	\$ 36.72	\$ 6,499.44
ITEM	CHANGE ORDER NO. 3	CONTRACT QUANTITY	UNIT	PREVIOUS PERIOD	CURRENT PERIOD	TOTAL	UNIT PRICE	TOTAL VALUE OF WORK COMPLETED
3b	Reinforced Concrete Pavement (7-IN) (High Early Strength).	270	SY	270	0	270	\$ 81.00	\$ 21,870.00

Original Contract: \$ 2,193,505.05
Plus Additions: \$ 23,292.84
Less Deductions: \$ (89,633.40)
Adjusted Contract: \$ 2,127,164.49

Value of Work Performed to Date \$ 2,127,164.49
Plus Materials Stored at Close of Period \$ -
Net Amt Earned to Date \$ 2,127,164.49
Less 0% Retainage \$ -
Subtotal \$ 2,127,164.49
Less Previous Pay Applications \$ 1,914,448.04
Amount Due this Application \$ 212,716.45

AFFIDAVIT & CERTIFICATION OF PAY APPLICATION BY CONTRACTOR

STATE OF TEXAS
COUNTY OF Brazos

WHEREAS, the undersigned, Mark Schinzel, who being duly sworn, on oath, says that he is the legal representative of Larry Young Paving Inc., has been employed by City of Brenham to furnish labor and materials for the installation of the South Chappell Hill Street and Martin Luther King Jr. Improvements project in Brenham, Texas.

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

BY: [Signature] DATE: 10-24-23
Larry Young Paving, Inc.

PRINTED NAME: Mark Schinzel TITLE:

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 24 DAY OF October, 2023

[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS.

NOTARY PUBLIC
STATE OF TEXAS

JAMIE E. EANES
Notary Public, State of Texas
Comm. Expires 10-31-2027
Notary ID 132233279

RECOMMENDED BY: [Signature] DATE: 10.25.23
STRAND ASSOCIATES, INC.®

APPROVED BY: _____ DATE: _____
CITY OF BRENHAM, TEXAS

September 27, 2023

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

Re: South Chappell Hill Street and Martin Luther King Jr. Parkway Improvements
Contract No. 2022-01
City of Brenham, Texas

Dear Mr. Rau:

In accordance with Article 15.03 of the General Conditions, the above-referenced project was inspected on September 5, 2023.

Based on this inspection, we have included in this preliminary certificate a date of September 6, 2023, for Substantial Completion of the project.

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

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

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

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

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

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

TBPE No. F-8405
TBPLS No. 10030000

3900.261\MRK\cdg\R\BRE\Documents\Specifications\Archive\2022\Brenham, City of\3900.261.2022-01\JDE\16) Specification Letters\1) Preliminary Certificate of Substantial Completion\09272023.docx

Mr. Dane Rau, Director of Public Works
City of Brenham
Page 2
September 27, 2023

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

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

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

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

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

Sincerely,

STRAND ASSOCIATES, INC.®



Mitchell R. Kaus

Enclosure

c/enc: Mark Schinzler, Larry Young Paving, Inc.
Matt Yentz, Strand Associates, Inc.®



List of Items to be Completed or Corrected
South Chappell Hill Street and Martin Luther King Jr. Parkway Improvements
Contract 2022-01
City of Brenham, Texas

Original List Date: September 5, 2023 Updated List Date: _____

A. General

1. Provide a completed Certificate of Final Completion.
2. Provide the Certificate of Payment to Contractors.
3. Provide the Consent of Surety.
4. Provide a Power of Attorney.
5. Provide the final pay request.
6. Provide the Record Drawings.

B. Martin Luther King Jr. Parkway

1. Remove the concrete obstructing access to the waterline valve at Station (Sta.) 12+78.
2. Remove the concrete obstructing access to the manhole at Sta. 19+03.
3. Correct the sidewalk ramp slope and drainage on the south side of the road at Sta. 11+30.
4. Remove and repair the sidewalk plastic joint filler at all locations. Provide bituminous joint filler as indicated on the "Concrete Sidewalk" detail on Sheet 20 of the project Drawings.
5. Clean debris and remove concrete form board from inside the storm sewer box at Sta. 16+65 (southeast corner of the intersection with Rippetoe Street).
6. Repair the damaged valley gutter on the south side of the road from Sta. 27+50 to 31+50.
7. Verify control joints are cut 1-inch deep. Clean and fill all joints with bituminous joint filler.
8. Backfill the proposed curb and perform grading, as necessary.
9. Remove the concrete washout pit located northeast of the intersection of Martin Luther King Jr. Parkway and Burleson Street.
10. Remove traffic control devices and appurtenances, including, but not limited to:
 - a. Three sign bases located at the Rippetoe Street intersection (one on the southeast corner, one on the northeast corner, and one on the northwest corner).
 - b. The sign base on the north side of the road at the Baber Street intersection.
 - c. The sandbags at the top of the driveway hill on the south side of the road at Sta. 29+00.

11. Remove construction debris and materials, including, but not limited to granular material, large rocks, and concrete fragments along the entire project site, and replace with topsoil, as necessary. Areas of particular interest noted during this walkthrough include:
 - a. Sta. 11+50 (north of the road by the proposed Type 1 curb ramp).
 - b. Sta. 13+50 (north of the road at the front yard of 510 Martin Luther King Jr. Parkway).
 - c. Impacted areas along Rippetoe Street.
 - d. Sta. 19+50 (north of the road at the front yard of 406 Martin Luther King Jr. Parkway).
 - e. Sta. 22+25 to 26+00 (north of road at the church property, including the field that was used as a staging area during construction). Staging area shall be graded appropriately to match preconstruction condition.
 - f. Sta. 28+50 (north of road at Shipleys).
12. Complete restoration along the entire project site and within the staging area.

C. South Chappell Hill Street

1. Complete striping.
2. Repair the asphaltic shoulder pavement on South Market Street to the west and east of its intersection with South Chappell Hill Street.
3. Repair damaged concrete curb:
 - a. At approximately Sta. 46+00 (east side between Cheyenne Drive and Apache Drive).
 - b. At approximately Sta. 51+00 (east side by the apartment complex driveway).
 - c. At approximately Sta. 52+00 (west side across from the apartment complex, south of the intersection with Stringer Street).
4. Remove the curb form board on the east side of the road at Sta. 43+05 (next to Cheyenne Drive).
5. Verify control joints are cut 1-inch deep. Clean and fill all joints with bituminous joint filler.
6. Correct issues at fire hydrants (Sta. 44+47, 50+45, and 64+00):
 - a. Fix grading to be 2.5 inches below the lower flange bolts on all fire hydrant bodies. This may require adjusting the height of the fire hydrant at Sta. 44+47 (100 linear feet [LF] north of the Cheyenne Drive intersection).
 - b. Fix the water valve box at Sta. 44+47 (100 LF north of the Cheyenne Drive intersection).
 - c. Locate and adjust the water valve at Sta. 50+45 (across from the apartment complex driveway).

- d. Remove debris and growth preventing unobstructed access to the fire hydrant at Sta. 64+00 (250 LF south of the South Market Street intersection). Locate and adjust the tracer wire lead box to grade.
- 7. Adjust two water valves at Sta. 48+80 on the west side of the road (across from Apache Street) and grade dirt accordingly.
- 8. Remove the concrete obstructing access to the waterline valve at Sta. 66+45 (intersection with South Market Street).
- 9. Grout around all sanitary sewer manhole frames (Sta. 62+70, 66+80, and 66+40).
- 10. Remove shims and grout the sanitary sewer manhole frame at Sta. 66+40 (intersection with South Market Street).
- 11. Revise sanitary sewer service connections to match the “typical service connection” detail on Sheet 33 of the project Drawings to include a cleanout in the meter box with green lid and wolmanized marker post.
- 12. Sweep and clean the street of dirt buildup on the roadway and in the curb and gutter.
 - a. Remove the dirt ramp over the west curb and gutter at Sta. 40+25 (south of Dairy Bar).
 - b. Remove the dirt ramp over the south curb and gutter of Stringer Street, approximately 200 LF west of the intersection with South Chappell Hill Street.
- 13. Remove construction debris and materials, including, but not limited to:
 - a. The fiberglass manhole cone section on the west side of the road near Sta. 57+00 (320 LF north of the intersection with Stringer Street).
 - b. The dirt pile in the field on the southwest side of the road near Sta. 52+00 (south of the intersection with Stringer Street).
 - c. Granular material, large rocks, and concrete fragments along the entire project site.
 - d. Utility locate flags.
- 14. Backfill the proposed curb and perform grading as necessary.
- 15. Remove all traffic control devices and appurtenances.
- 16. Remove construction equipment, vehicles, and temporary toilet.
- 17. Complete restoration along the entire project site and within the staging area.

c: Matt Yentz, Strand Associates, Inc.®

October 6, 2023

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

Mr. Mark Schinzler, Project Manager
Larry Young Paving, Inc.
1852 Silver Hill Road
Bryan, TX 77807

Re: South Chappell Hill Street and Martin Luther King Jr. Parkway Improvements
Contract No. 2022-01
City of Brenham, Texas

Dear Mr. Rau and Mr. Schinzler:

In accordance with Article 15.03 of the General Conditions and based on the comments received by Strand Associates, Inc.® from City of Brenham on September 5, 2023, this letter is a Final Certificate of Substantial Completion for Contract No. 2022-01. This certificate includes by reference the Preliminary Certificate of Substantial Completion dated September 6, 2023, and the punch List of Items to be Completed or Corrected that was enclosed with that certificate.

The Preliminary Certificate of Substantial Completion fixed the Substantial Completion date at September 6, 2023.

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

Sincerely,

STRAND ASSOCIATES, INC.®



Mitchell R. Kaus

Enclosures

c/enc: Matt Yentz, Strand Associates, Inc.®

September 27, 2023

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

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3900.261\MRK\cdg\R\BRE\Documents\Specifications\Archive\2022\Brenham, City of\3900.261.2022-01\JDE\16) Specification Letters\1) Preliminary Certificate of Substantial Completion\09272023.docx

Mr. Dane Rau, Director of Public Works
City of Brenham
Page 2
September 27, 2023

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Matt Yentz, Strand Associates, Inc.®



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17. Complete restoration along the entire project site and within the staging area.

c: Matt Yentz, Strand Associates, Inc.®

CITY OF BRENHAM
STANDARD SPECIFICATION

CERTIFICATION OF PAYMENT
TO SUBCONTRACTORS AND SUPPLIERS

Document 00642

CERTIFICATION OF PAYMENT
TO SUBCONTRACTORS AND SUPPLIERS

The undersigned, Mark Schintler, states that he is the CDD,
Affiant Title
of Larry Young Paving, Inc.
Contractor
and that he is duly authorized to execute this Certification of Payment to Subcontractors and
Suppliers; that Contractor has made payments to Subcontractors and Suppliers for all labor,
materials, equipment, and services furnished to date for Work on Project No. 2022-01
in the amounts for which Contractor has been paid; that the labor, materials, equipment, and
services covered by this Certificate of Payment have been furnished in accordance with and all
in compliance with the Contract Documents; that no sums have been withheld by Contractor
for Subcontractors and Suppliers as a result of any allegations of deficiencies in the Work; and
that such payments were made in accordance with the Contract Documents and with the laws
of the State of Texas.

Affiant's Signature

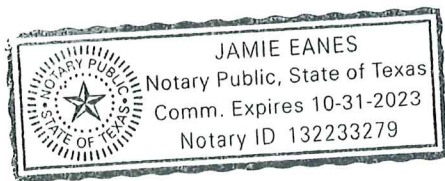
SWORN AND SUBSCRIBED before me on September 5, 2023
Date

Notary Public in and for the State of TEXAS

Jamie Eanes

Print or type name

My Commission Expires: 10/31/2023
Expiration Date



END OF DOCUMENT

00642-1
04-01-2017



AIA[®] Document G707[™] – 1994

Consent Of Surety to Final Payment

Bond # 4460272

PROJECT: *(Name and address)*

Project No. 2022-01 South Chappell Hill

Street and Martin Luther King Jr. Parkway
Improvements City of Brenham, Texas

TO OWNER: *(Name and address)*

City of Brenham

200 West Vulcan Street, Suite 206
Brenham, TX 77833

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR: General Construction

CONTRACT DATED:

OWNER: ☒

ARCHITECT: ☒

CONTRACTOR: ☒

SURETY: ☐

OTHER: ☐

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

Markel Insurance Company
4521 Highwood Parkway
Glen Allen, VA 23060

, SURETY,

on bond of

(Insert name and address of Contractor)

Larry Young Paving, Inc.
PO Box 11779
College Station, TX 77842

, CONTRACTOR,

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

(Insert name and address of Owner)

City of Brenham
200 West Vulcan Street, Suite 206
Brenham, TX 77833

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: September 7th, 2023

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

Markel Insurance Company

(Surety)

Alexandria Petroski

(Signature of authorized representative)

Alexandria Petroski, Attorney-In-Fact

(Printed name and title)

Attest:

(Seal):

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Connie Grocholski, Alexandria Petroski, Teresa Martin, Sally White

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

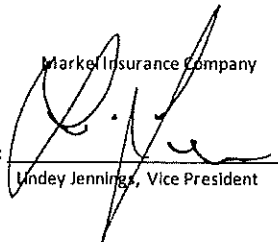
"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 20th day of January, 2023.

SureTec Insurance Company

By: 
Michael C. Keimig, President

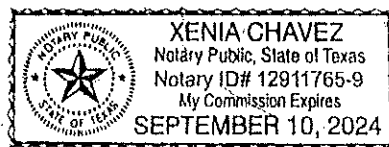


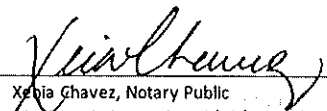
Markel Insurance Company
By: 
Undey Jennings, Vice President

State of Texas
County of Harris:

On this 20th day of January, 2023 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

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

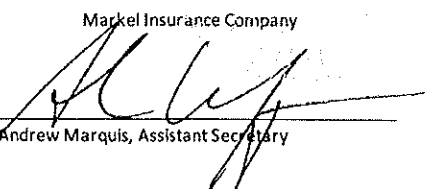


By: 
Xenia Chavez, Notary Public
My commission expires 9/10/2024

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 7th day of September, 2023.

SureTec Insurance Company
By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company
By: 
Andrew Marquis, Assistant Secretary

Any Instrument Issued in excess of the penalty stated above is totally void and without any validity. 4221009
For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.

Markel Insurance Company THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

Markel Insurance Company
9500 Arboretum Blvd., Suite
400
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-
9104
Fax#: 512-490-1007
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.texas.gov

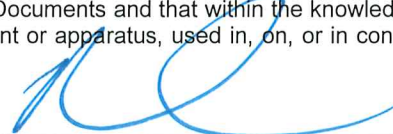
PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Document 00641

CERTIFICATE OF FINAL COMPLETION

CERTIFICATE OF FINAL COMPLETION OF: South Chappell Hill Street and Martin Luther King Jr. Parkway
Improvements
Project No.: 2022-01
Contract Dated: [Contract Date] October 13, 2022

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



Affiant's Signature

SWORN AND SUBSCRIBED before me on September 5, 2023
Date



Notary Public in and for the State of TEXAS

Jamie Eanes

Print or type name

My Commission Expires: 10/31/2023

Expiration Date

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



Resident Project Representative



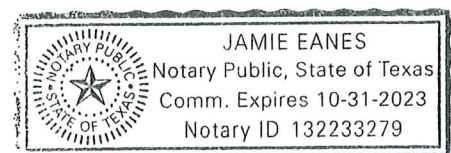
[Project Manager or Construction Manager]

Approved:

[Title of Approval Authority], [Contracting Department]

END OF DOCUMENT

00641-1
04-01-2017





City Council Regular Meeting **AGENDA ITEM 7**

Agenda Item: Discuss and Possibly Act Upon the Approval of the Routine Airport Maintenance Program (RAMP) Grant Agreement No. M2417BREN with TxDOT for FY 2024 and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: November 2, 2023

Department: Development Services

Staff Contact: Kim Hodde, Planning Technician

SUMMARY STATEMENT:

Included on the Agenda for Thursday's Council meeting is consideration of our annual grant agreement with TxDOT for participation in the Routine Airport Maintenance Program (RAMP) for September 1, 2023 through August 31, 2024. In previous years, the RAMP grant program allowed us to be reimbursed for 50% of the eligible maintenance items up to \$100,000. The items include the monthly AWOS monitoring (AviMet Data Link connection fees and continued scheduled maintenance), annual AWOS maintenance contract, replacement lamps for the airport lighting system, herbicides, general maintenance, and a contingency for emergency repairs. This year, TxDOT approved a change to the RAMP program and made it a 90/10 program with the City's share being a 10% match. The maximum annual reimbursement from the State for the grant is now \$100,000 with the City's match being \$11,111.11 for a total grant of \$111,111.11 for the fiscal year. We budgeted expenses of \$100,000 and reimbursement revenue of \$50,000 (based on the RAMP Program at the time) but with this change in the program funding ratios, the budget impact will be favorable and allow \$111,111.00 of maintenance to be completed for a cost of \$11,111 to the City of Brenham. Maintenance Improvements are reviewed by City Staff and the Airport Staff based on priority of needs with Airside needs being the highest priority. A copy of the eligible RAMP grant projects is attached for reference.

The current grant agreement expired August 31, 2023 and the FY 2024 grant agreement does not go into effect until signed by the City and TxDOT. Staff recommends approval of this annual grant agreement.

ATTACHMENTS:

1. RAMP Agreement
2. RAMP Grant Eligible Work Items

RECOMMENDATION:

Approve the Routine Airport Maintenance Program (RAMP) Grant Agreement No. M2417BREN with TxDOT for FY 2024 and authorize the Mayor to execute any necessary documentation.

**TEXAS DEPARTMENT OF TRANSPORTATION
GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM**

(State Assisted Airport Routine Maintenance)

TxDOT Project ID: M2417BREN

Part I - Identification of the Project

TO: The City of Brenham, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Grant is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the City of Brenham, Texas, (hereinafter referred to as the "Sponsor").

This Grant Agreement is entered into between the State and Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The project is for **airport maintenance** at the BRENHAM - BRENHAM MUNI Airport.

Part II - Offer of Financial Assistance

1. For the purposes of this Grant, the annual routine maintenance project cost, Amount A, is estimated as found on Attachment A, Scope of Services, attached hereto and made a part of this grant agreement.

State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. Actual work to be performed under this agreement is found on Attachment A, Scope of Services. State financial assistance, Amount B, will be for ninety percent (90%) of the eligible project costs for this project or \$100,000.00, whichever is less, per fiscal year and subject to availability of state appropriations.

Scope of Services, Attachment A, of this Grant, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services, Attachment A.

Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

Work shall be accomplished by August 31, 2024, unless otherwise approved by the State.

2. The State shall determine fair and eligible project costs for work scope. Sponsor's share of estimated project costs, Amount C, shall be as found on Attachment A and any amendments.

It is mutually understood and agreed that if, during the term of this agreement, the State determines that there is an overrun in the estimated annual routine maintenance costs, the State may increase the grant to cover the amount of the overrun within the above stated percentages and subject to the maximum amount of state funding.

The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

3. Sponsor, by accepting this Grant certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

Upon execution of this Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

4. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph II-1.
5. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 90% of allowable charges.

The State will not participate in funding for force account work conducted by the Sponsor.

6. This Grant shall terminate upon completion of the scope of services.

Part III - Additional Requirements for Certain Equipment

1. Certain purchase, installation, and subscription costs for eligible air traffic and operations monitoring equipment (“Equipment”) are reimbursable as provided in this Part. If Grantee is seeking reimbursement for eligible Equipment costs, it must be shown in Attachment A.
2. For eligible Equipment, the State will reimburse 90% of the initial cost to purchase and install, not to exceed \$3,000.00, and 90% of the annual subscription fee for subsequent years, not to exceed \$3,000.00 per year.
3. Notwithstanding Section 2, for the one year prior to a master plan or airport layout plan update, TxDOT will reimburse up to 90% of the eligible costs, not to exceed \$5,400.00.
4. Eligibility Requirements
 - A. The Equipment must include the following items, at a minimum;
 1. Triangulation
 2. Noise abatement
 3. Aircraft tracking data for 30 days
 4. Direct installation without a third party
 5. Identification of pavement utilization by airplane design group for the entire airport
 6. 1 second and 3 foot accuracy
 7. Equal effectiveness at both towered and non-towered airports
 8. Tracking of military and government aircraft, including FAA blocked aircraft
 - B. In order for costs to be eligible for RAMP reimbursement:
 1. The Sponsor must maintain and operate the Equipment for 3 years.
 2. On at least a quarterly basis, the Sponsor must provide to the State all data produced and collected by the Equipment.
 3. To be eligible for reimbursement of the annual subscription fee after the first year, the Sponsor must participate in the Routine Airport

Maintenance Program, have an executed Grant Agreement for that year, and comply with all grant requirements.

- A. The State may conduct on-site or off-site monitoring reviews of the Equipment during the initial required 3-year term, and during any years Sponsor seeks reimbursement of subscription costs. The Sponsor shall fully cooperate with the State and provide any required documentation. The Sponsor shall grant full access to the Equipment to the State or its authorized designee for the purpose of determining compliance, including, but not limited to:
 - 1. Whether the Equipment, and its operation and maintenance, are consistent with the requirements set forth in the Grant Agreement and this First Amendment;
 - 2. Whether the Sponsor is making timely progress with installation of the Equipment, and whether its management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in the Grant Agreement and this First Amendment, and are fully and accurately reflected in reports submitted to the State.
- B. Failure to maintain compliance with these requirements may result in the Sponsor having to repay grant funds to the State.

Part IV - Sponsor Responsibilities

- 1. In accepting this Grant, if applicable, the Sponsor guarantees that:
 - a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and
 - b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and
 - c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and
 - d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and

- e. through the fence access shall be reviewed and approved by the State; and
- f. it shall not permit non-aeronautical use of airport facilities, unless noted on an approved Airport Layout Plan, without prior approval of the State/FAA. This includes but is not limited to: the process of land disposal, any changes to the aeronautical or non-aeronautical land uses of the airport, land's deeded use from non-aeronautical to aeronautical, requests of concurrent use of land, interim use of land, approval of a release from obligations from the State/FAA, any of which will require 18 months, or longer; and
- g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and
- h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and
- i. an Airport Fund shall be established by resolution, order or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or any other revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent approval of a grant or loan, Sponsor has complied with the requirements of this subparagraph; and
- j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and
- k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance

or order approved by the State.

1. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.
2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.
3. The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

If it becomes unreasonable or impractical to complete the project, the State may void this agreement and release the Sponsor from any further obligation of project costs.

4. Upon entering into this Grant, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this grant and shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor, and coordinate schedule for work items as required.
5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.
6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services. The reimbursement request will be submitted no more than once a month.
7. The Sponsor's acceptance of this Agreement shall comprise a Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.

PART V - Nomination of the Agent

1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.
2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:
 - a. accept, receive, and deposit with the State any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;
 - b. enter into contracts as necessary for execution of scope of services;
 - c. if State enters into a contract as Agent: exercise supervision and direction of the project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling;
 - d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;
 - e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
 - f. reimburse sponsor for approved contract maintenance costs no more than once a month.

PART VI - Recitals

1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.

2. It is the intent of this grant to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.
3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.
 - a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.
 - b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.
4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.
5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

Part VII - Acceptances

Sponsor

The City of Brenham, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Grant.

Executed this _____ day of _____, 2023.

The City of Brenham, Texas
Sponsor

Sponsor Signature – Atwood C. Kenjura

Mayor
Sponsor Title

Acceptance of the State

Executed by 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 and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS
TEXAS DEPARTMENT OF TRANSPORTATION

By:_____

Date:_____

Attachment A
Scope of Services
TxDOT Project ID: M2417BREN

Eligible Scope Item:	Estimated Costs Amount A	State Share Amount B	Sponsor Share Amount C
GENERAL MAINTENANCE	\$111,111.11	\$100,000.00	\$11,111.11
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
TOTAL	\$111,111.11	\$100,000.00	\$11,111.11

Accepted by: The City of Brenham, Texas

Signature – Atwood C. Kenjura

Title: Mayor

Date: _____

GENERAL MAINTENANCE: As needed, Sponsor may contract for services/purchase materials for routine maintenance/improvement of airport pavements, signage, drainage, AWOS systems, approach aids, lighting systems, utility infrastructure, fencing, herbicide/application, sponsor owned and operated fuel systems, hangars, terminal buildings and security systems; professional services for environmental compliance, approved project design. Special projects to be determined and added by amendment.

Airport Operations Counting Systems: The purchase and installation of specified air traffic and operations monitoring equipment (“Equipment”) is eligible for reimbursement as provided in Part III

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

CERTIFICATION OF AIRPORT FUND

TxDOT Project ID: M2417BREN

The City of Brenham does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

The City of Brenham, Texas
(Sponsor)

By: _____
Stacy Hardy

Title: Director of Finance

Date: _____

Certification of State Single Audit Requirements

I, STACY HARDY, do certify that the City of Brenham will comply with all
(Designated Representative)

requirements of the State of Texas Single Audit Act if the City of Brenham spends or receives more than the threshold amount in any grant funding sources during the most recently audited fiscal year. And in following those requirements, the City of Brenham will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold in grant receivables or expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year.

Signature – Stacy Hardy

Title – Director of Finance

Date

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT Project ID: M2417BREN

The City of Brenham designates, KIM HODDE, Airport Coordinator
(Name, Title)

as the Sponsor's authorized representative, who shall receive all correspondence and documents associated with this grant and who shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor.

The City of Brenham, Texas
(Sponsor)

By: _____
Atwood C. Kenjura

Title: _____
Mayor

Date: _____

DESIGNATED REPRESENTATIVE

Mailing Address: P.O. Box 1059, Brenham, Texas 77834-1059

Overnight Mailing Address: 200 W. Vulcan Street, Brenham, Texas 77833

Telephone/Fax Number: 979-337-7212 (O) 979-337-7218 (F)

Email address: khodde@cityofbrenham.org

ELIGIBLE WORK ITEMS UNDER RAMP GRANTS

AIRSIDE MAINTENANCE
Pavement crack sealing/Pavement Slurry Seal/Fog Seal/Rejuvenator
Pavement markings
Drainage maintenance
Sweeping
Herbicide on airside pavement
Replacement bulbs/lamps for airside lighting fixtures and approach aids
Repair and maintenance for beacon, lighting, approach and navigational aids
Parts replacement for Automated Weather Observation System (AWOS) not covered under warranty
AFTER AIRSIDE MAINTENANCE HAS BEEN ADDRESSED
Seal coats/chip seal/crack seal for non-airside pavement
Hangar/terminal building painting and repairs -sponsor owned facilities only
Security camera systems excluding monitoring fees
Game proof or security fencing and gates, electric gate openers
Access roads for AWOS installations/AWOS NADIN interface monthly charge
Airport entrance signs
Repairs to airport owned fuel systems, including replacement of tanks
Professional Services for preparation of Storm Water Pollution Prevention, Spill Prevention Control & Countermeasure Plans and maintenance/update of these plans
Airfield FOD sweeper
HVAC repairs in terminal building and/or control tower
SMALL CAPITAL IMPROVEMENT PROJECTS – with guidance from TxDOT Aviation
Design and construct new concrete/asphalt public auto parking areas
Design and construct new entrance roads and hangar access roads
Design and construction of aircraft wash racks as indicated by SWPPP
Design and construct expansion of apron areas or new apron areas
Design and construct runway lighting system extensions
Design and construct drainage improvements
Pilot lounge/small general aviation terminal buildings
Beacon/tower replacements
Preparation of FAA form 7460-1 “Notice of Proposed Construction or Alteration” for RAMP projects
INELIGIBLE WORK ITEMS UNDER RAMP GRANTS
Purchase of a courtesy vehicle and/or maintenance to any vehicle or equipment including tractors and mowers
Purchase of capital equipment including aircraft dolly, lawn mower, golf carts, snow/ice removal equipment, striping machines and power washers
Operating expenditures including carpet cleaning, monthly utility bills, tree trimming/mowing services, trash collection/recycling
Force Account work by sponsor
Consumables including batteries (except for AWOS), air and water filters, interior light bulbs, cleaning supplies, replacement plants, credit card paper, replacement monitors/computer equipment for AWOS
<i>Work performed or purchases made prior to the grant being fully executed</i>



City Council Regular Meeting
AGENDA ITEM 8

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-23-041
Adopting a Commercial Tax Phase-In Agreement Between the
City of Brenham and 209 S. Market Street, LLC

Meeting Date: November 2, 2023

Department: Economic and Community Development

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

SUMMARY STATEMENT:

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 much needed maintenance including masonry work, window/door sealing, repairing fire suppression system and repairing the patio, wood flooring and interior walls.

The lessee will be the Southern Folly and expects to have 10 employees.

The total capital investment is estimated at \$185,000.

ATTACHMENTS:

1. Resolution No. R-23-041
2. TPI Agreement

RECOMMENDATION:

Approve Resolution No. R-23-041 Adopting a Commercial Tax Phase-In Agreement between the City of Brenham and 209 S. Market Street, LLC

RESOLUTION NO. R-23-041

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS ADOPTING A COMMERCIAL TAX PHASE-IN AGREEMENT WITH 209 S. MARKET, LLC; AUTHORIZING THE MAYOR TO EXECUTE THE TAX PHASE-IN AGREEMENT; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, Chapter 312 of the Texas Tax Code authorizes the City of Brenham, Texas, to participate in tax phase-in incentives; and

WHEREAS, in accordance with Section 312.002 of the Texas Tax Code, the City of Brenham, Texas previously passed a resolution stating the City's intent to participate in tax phase-in incentives; and

WHEREAS, in accordance with Section 312.002 of the Texas Tax Code, the City of Brenham, Texas also previously adopted tax phase-in incentive guidelines and criteria; and

WHEREAS, the City Council of the City of Brenham, Texas, finds and determines that the terms of the Tax Phase-In Agreement and the subject property meet the applicable tax phase-in incentive guidelines and criteria, and entering into the Tax Phase-In Agreement will be to the benefit of the citizens of the City of Brenham; and

WHEREAS, the City Council desires to adopt the Tax Phase-In Agreement, a copy of which is attached hereto as Exhibit "A" and incorporated herein for all purposes, by and between the City of Brenham, Texas, and 209 S. Market, LLC, a Texas limited liability company;

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

Section 1: That the foregoing recitals are hereby found to be true and correct legislative findings of the City of Brenham, Texas, and are fully incorporated into the body of this Resolution.

Section 2: That the City Council of the City of Brenham, Texas does hereby adopt the commercial Tax Phase-In Agreement, a copy of which is attached hereto as Exhibit "A", by and between the City of Brenham, Texas, and 209 S. Market, LLC.

Section 3: That the Mayor is hereby authorized to execute the Tax Phase-In Agreement between the City of Brenham, Texas, and 209 S. Market, LLC, a copy of which is attached hereto as Exhibit "A".

Section 4: This Resolution shall become effective immediately from and after its passage.

RESOLVED this 2nd day of November, 2023.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

**AGREEMENT FOR DEVELOPMENT AND TAX PHASE-IN
IN REINVESTMENT ZONE NO. 52 FOR COMMERCIAL TAX PHASE-IN,
CITY OF BRENHAM, TEXAS**

THE STATE OF TEXAS

COUNTY OF WASHINGTON

This Agreement is entered into by and between the CITY OF BRENHAM, TEXAS, a Texas home-rule municipal corporation, of Washington County, Texas, acting herein by and through its Mayor, hereinafter referred to as CITY, and 209 S. MARKET LLC, a Texas limited liability company hereinafter referred to as COMPANY.

WITNESSETH:

The City Council of the City of Brenham, Texas ("COUNCIL") on February 20, 1992, adopted by resolution a policy for the creation of tax abatement zones in the City of Brenham ("POLICY"). Said POLICY was amended by COUNCIL on April 2, 1992, amended on June 4, 1992, and re-adopted on December 1, 1994, November 20, 1997, October 21, 1999, November 1, 2001, January 15, 2004, December 20, 2007, December 17, 2009, December 15, 2011, December 5, 2013, February 18, 2016 (as amended), December 7, 2017, December 19, 2019, and on May 4, 2023 (entitled "City of Brenham Policy Statement on Property Tax Phase-In Incentive for Selected Commercial Enterprises"). Said POLICY is attached hereto as Exhibit "A" and incorporated herein for all purposes. On July 13, 2023, the COUNCIL, by Ordinance, established Reinvestment Zone No. 51 for Commercial Tax Phase-In, City of Brenham, Texas ("ZONE") as authorized by V.T.C.A., Texas Tax Code Chapter 312. Said Ordinance No. _____ is attached hereto as Exhibit "B" and incorporated herein for all purposes.

WHEREAS, COMPANY has filed an application for the phase-in of ad valorem taxes,
and

WHEREAS, COUNCIL finds that the application, this Agreement, and the property
subject to this Agreement meet the applicable guidelines and criteria of said POLICY, and

WHEREAS, in order to provide for the proper development of such property and to aid in
the conduct of the operation thereof to the best interest of the CITY in accordance with the above
referenced ordinances, POLICY and statutes, the parties do mutually agree as follows:

1. **Location of Tax Phase-In.** The property that is the subject matter of this Agreement is
the land and improvements located at 209 S. Market Street, Brenham, Texas and described more
particularly as all of that certain 2,646 square feet of land, more or less, situated in Washington
County, Texas, being out of the A. Harrington Survey, Abstract No. 55, in the City of Brenham,
being a portion of a called 6,825 square foot tract described in that Deed dated October 14, 2016,
from Kent E. Brownell and Mary C. Corona to John W. Elford, recorded in Volume 1558, Page
0735, of the Official Records of Washington County, Texas, also being a portion of a called 200
square feet described in that deed dated May 12, 2017, from Washington County, Texas to John
Elford, recorded in Volume 1584, Page 464, of the Official Records of Washington County, Texas;
being the same tract of land described in that deed dated November 29, 2021, from John W. Elford
to 302 Realty, LLC, recorded in Volume 1812, Page 629 of the Official Records of Washington
County, Texas and being further described in Exhibit "C", attached hereto and incorporated herein
for all purposes, and which property is hereinafter referred to as "PREMISES."

2. **Improvements.** In consideration of COMPANY'S construction of at least One Hundred, Eighty-Five Thousand and No/100 Dollars (\$185,000.00) of eligible property improvements to said PREMISES, including fixed machinery and equipment, CITY agrees that, subject to the terms and conditions contained herein, eligible improvements and renovations to the above described PREMISES shall be entitled to tax phase-in incentives in accordance with the schedule as provided in "Table 1A – Property Improvements by an Existing Local Business", and tax phase-in incentives in accordance with the schedule as provided in "Table 2 – Jobs Created & Retained – by Existing Businesses or New/Relocating Businesses", said Tables being set out in the attached Exhibit "A" incorporated herein for all purposes, and that upon the expiration of such tax phase-in incentives this Agreement shall terminate.

"Improvements and renovations" as used herein shall be defined as including the building and all other associated improvements (personal and realty) and fixtures and equipment on the PREMISES added by the COMPANY within said zone. COMPANY will limit the uses of the property consistent with the general purpose of encouraging development or redevelopment of the ZONE during the period that property tax exemptions are in effect.

COMPANY acknowledges and agrees that the purpose of CITY in entering into this Agreement is to encourage development of the property in the ZONE and, therefore, COMPANY agrees to limit the use of the property to further said purpose.

3. **Submission of Plans.** COMPANY agrees that the site plan, interior and exterior design drawings and materials ("PLANS") for each improvement will be submitted to CITY and/or

its designated representative for its approval when available. An official set of PLANS will be designated by the COMPANY and will be kept on file with the CITY.

4. **Other Applicable Regulations.** COMPANY agrees to construct all improvements in accordance with all applicable laws, ordinances, codes, rules, requirements or regulations of the City of Brenham, Washington County, the State of Texas and the United States, and any subdivision, agency or authority thereof.

5. **Liability of City in Approving Plans.** CITY, by approving the PLANS or any revised PLANS, assumes no liability or responsibility therefore for any defect in any fixed machinery or equipment installed or any improvement or structure constructed, renovated, or repaired from the PLANS or approved revised PLANS. The relationship between CITY and COMPANY at all times shall not be deemed a partnership or joint venture for purposes of this Agreement or for any other purpose.

COMPANY AGREES TO HOLD HARMLESS, INDEMNIFY AND REIMBURSE CITY, ITS OFFICERS, AGENTS, AND/OR EMPLOYEES FOR ANY DAMAGES SUFFERED BY THEM DUE TO COMPANY'S NEGLIGENCE OR WILLFUL MISCONDUCT, SUCH DUTY AND LIABILITY NOT TO EXCEED WHAT COMPANY WOULD OWE TO ANY OF THEM UNDER COMMON LAW. CITY AGREES TO NOTIFY COMPANY AS SOON AS REASONABLY POSSIBLE AFTER CITY BECOMES AWARE OF ANY LEGAL ACTION (INCLUDING PRE-LITIGATION NOTICES, DEMAND LETTERS, ETC.) WHICH REASONABLY COULD THEN BE FORESEEN AS HAVING THE PROSPECTIVE

POTENTIAL OF ACTIVATING THE TERMS OF THE IMMEDIATELY PRECEDING SENTENCE.

6. **Rights of City to Inspect.** At all reasonable times during the construction and installation of improvements and renovations on the PREMISES and following completion, CITY and its respective designees may inspect PREMISES in order to verify the construction, workmanship, materials and installations involved in or incident to the project are performed in substantial compliance with the approved PLANS and compliance with the applicable building permits and governmental regulations.

7. **Payment of Taxes by Company.** COMPANY agrees to pay all ad valorem taxes and assessments that may be owed to CITY or any other taxing entity by it prior to such taxes and/or assessments becoming delinquent; provided, that COMPANY shall have the right to contest in good faith the validity or application of any such tax or assessment and shall not be considered in default hereunder so long as such contest is diligently pursued to completion. If COMPANY undertakes any such contest, COMPANY shall so notify in writing CITY and keep CITY apprised of the status of such contest. Should COMPANY be unsuccessful in such contest, COMPANY shall promptly pay the taxes, penalties, and/or interest, resulting therefrom.

COMPANY certifies that at the time of execution of this Agreement, there are no delinquent ad valorem taxes on the PREMISES, or fixed machinery, equipment and buildings located on the PREMISES, owed to any taxing jurisdiction. Subject to the foregoing paragraph, COMPANY shall pay all non-phased-in taxes subject to all requirements and due dates, as it would be required to pay in the absence of this Agreement.

8. **Tax Recapture.** In the event COMPANY (i) does not construct the improvements and renovations to the PREMISES as contemplated by this Agreement, (ii) fails to use the PREMISES for the purposes that are contemplated by this Agreement, (iii) fails to comply with the terms of the “City of Brenham Policy Statement on Property Tax Phase-In Incentive for Selected Commercial Enterprises”, or (iv) otherwise fails to comply with the terms of this Agreement, then the CITY shall have the right to terminate this Agreement and recapture the amount of all property taxes abated as a result of this Agreement in accordance with Texas Tax Code Sec. 312.205 and the POLICY after written notice of intended recapture by CITY to COMPANY and failure to cure by COMPANY within thirty (30) days of said notice.

9. **Default.** In the event COMPANY (i) allows the PREMISES to become vacant, (ii) fails to pay all non-abated ad valorem taxes as required by Section 7 hereof, (iii) fails to comply with the terms of the “City of Brenham Policy Statement on Property Tax Phase-In Incentive for Selected Commercial Enterprises”, or (iv) otherwise fails to comply with the terms of this Agreement, then COMPANY shall be in "default" in the performance of this Agreement. The CITY shall notify COMPANY in writing of said "default." Further, in accordance with Chapter 2264, Texas Government Code, COMPANY certifies that COMPANY, or a branch, division, or department of COMPANY does not and will not knowingly employ an undocumented worker. COMPANY further certifies that in the event that COMPANY, or a branch, division, or department of COMPANY, is convicted of a violation under 8 U.S.C. Section 1324a(f), COMPANY shall be repay the amounts of ad valorem taxes previously abated by the CITY pursuant to this Agreement, with interest, calculated at the rate ten percent (10%) annually. Such a conviction shall constitute a default under this Agreement.

If COMPANY does not comply with this Agreement within thirty (30) days of written notice of such "default", CITY reserves the right to terminate this Agreement and terminate the benefits of tax phase-in provided for in this Agreement, and all taxes previously abated pursuant to this Agreement shall be recaptured and paid to the CITY by the COMPANY. In such event, the PREMISES and all improvements, fixed machinery and equipment installed thereon shall be deemed taxable and not entitled to tax phase-in as provided herein. If this Agreement is terminated, any taxes abated for the calendar year of the termination shall be paid within sixty (60) days of the date of such termination, and all taxes and all taxes previously abated pursuant to this Agreement shall be recaptured and paid to the CITY by the COMPANY within sixty (60) days of the date of termination.

10. **Tax Phase-In Amount.** COMPANY shall receive tax phase-in incentives for eligible property improvements in accordance with the schedule as provided in "Table 1A – Property Improvements by an Existing Local Business", and tax phase-in incentives for job creation in accordance with the schedule as provided in "Table 2 – Jobs Created & Retained – by Existing Businesses or New/Relocating Businesses" said Tables being set out in the attached Exhibit "A", and that upon the expiration of such tax phase-in incentives this Agreement shall terminate. The total annual tax phase-in incentive amount received by the COMPANY, expressed on a percentage basis, shall be the sum of the respective percentages provided for in Table 1A and Table 2 for the applicable year of the tax phase-in.

COMPANY shall, on or before October 15 of each calendar year, submit a sworn statement to the CITY'S Compliance Review Committee that COMPANY is in compliance with this

Agreement, including such information as may be necessary to verify compliance (e.g. employment and payroll information), subject to verification by the City of Brenham and/or the Compliance Review Committee

During the term of this Agreement, the CITY, its officers and employees, and/or the Compliance Review Committee is entitled to review and verify the COMPANY'S employment records, payroll records, and such other information and documents as the CITY and/or the Compliance Review Committee deems reasonably necessary to verify compliance with this Agreement. The CITY, its officers and employees, and/or the Compliance Review Committee may conduct on-site inspections of the PREMISES and facilities located thereon during the term of this Agreement to verify compliance with this Agreement.

The estimated value of eligible property improvements for tax phase-in incentives is at least One Hundred, Eighty-Five Thousand and No/100 Dollars (\$185,000.00). Notwithstanding anything contained herein to the contrary, COMPANY and CITY agree that the amount of eligible property improvements and jobs created & retained as set forth herein are based on projected property improvement and personnel employed, and the actual amount of tax phase-in incentives shall be determined annually by Table 1A and Table 2 of the POLICY based on the actual eligible improvements and the actual number of employees. COMPANY agrees to reasonably cooperate with CITY to determine compliance with this Agreement and the applicable level of tax phase-in incentives.

11. **Certificate of Compliance.** Upon completion of the improvements and renovations to the PREMISES, COMPANY shall submit to CITY a sworn Certificate of

Compliance certifying that all construction of the improvements and renovations to the PREMISES has been completed in accordance with the approved plans. After receipt of this Certificate of Compliance, CITY shall make a final inspection of PREMISES to determine whether the improvements and renovations have been constructed and installed in compliance with this Agreement. Upon so finding, CITY shall approve such a Certificate of Compliance and authorize tax phase-in to commence on January 1 of the year indicated in said certificate and terminate after the property has received the tax phase-in incentives as provided by this Agreement and Exhibit "A."

12. **Eligible and Ineligible Property.** "Eligible property" is defined to include all of the following items located on the PREMISES which were not so located prior to execution of this Agreement and whether or not they are so affixed as to become "real property": buildings, structures, fixed machinery and equipment, site improvements (including landscaping), office space and related fixed improvements necessary to the operation and administration of the facility.

"Ineligible Property" shall be fully taxable and ineligible for abatement, defined as including:

- Land;
- Animals;
- Inventories;
- Supplies;
- Tools;
- Furnishings and other forms of movable personal property (except as described as "eligible property" above);
- Vehicles;
- Vessels;
- Aircraft;
- Hotels/motels;
- Housing or residential property;
- Fauna;
- Flora (excluding landscaping improvements);

Retail facilities;
Deferred maintenance investments;
Improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion;
Any improvements including those to produce, store or distribute natural gas or fluids that are not integral to the operation of the facility; or
Property owned or used by the State of Texas or its political subdivisions or by any organization owned operated or directed by a political subdivision of the State of Texas.

13. **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under the present or future laws effective while this Agreement is in effect, such provision shall be automatically deleted from this Agreement and the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and in lieu of such deleted provision, there shall be added automatically as part of this Agreement a provision that is similar in terms and substance to such deleted provision as may be possible and yet be legal, valid and enforceable under the Texas Tax Code and related state statutes.

14. **Texas Law to Apply.** This Agreement shall be construed under the POLICY adopted by the CITY, including the Glossary of Terms, in accordance with said POLICY in force at the date of execution hereof and in accordance with the laws of the State of Texas. All obligations of the parties created hereunder are performable in Washington County, Texas. In the event of litigation, or other claim or dispute arising out of or involving this Agreement, exclusive venue shall lie in a court of competent jurisdiction in Washington County, Texas.

15. **Prior Agreements Superseded.** This Agreement constitutes the sole agreement of the parties herein and supersedes any and all prior written or oral agreements, arrangements or understandings between the parties relating to the subject matter.

16. **Amendments.** No amendment, modification or alteration of the terms hereof shall be binding unless the same shall be in writing, dated subsequent to the date of this Agreement and duly executed by the parties hereto.

17. **Rights and Remedies Cumulative.** The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its rights to use all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

18. **No Waiver.** No waiver by CITY in any event of default, or breach of any covenant, condition or stipulation herein contained by COMPANY shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition or stipulation hereof.

19. **Assignment.** This Agreement may be assigned by COMPANY upon CITY'S written approval of said assignment by the adoption of a resolution by the COUNCIL, and assignee assumes any and all rights and obligations under this Agreement. Upon such assignment, the assignor shall be fully released from any and all obligations under this Agreement.

20. **Authority to Act.** The parties to this Agreement shall provide proof of authorization to execute this document.

21. **Notice.** Whenever notice or other communication is herein required to be given to COMPANY or to CITY, such notice will be sent, respectively, to the attention of COMPANY'S President or other designated officer at the address of Company's facility in the reinvestment

ZONE, or to the attention of the City Manager at the address of said City Manager's then-current office location, via certified or registered mail, return receipt requested. Such notice will be considered effectively delivered when sent if such is properly addressed and sent and the return receipt is received by the sender, or if addressee fails to receive or accept delivery and the undelivered item is returned to sender.

22. **Definitions.** Any definitions of words or phrases given in the currently effective tax phase-in guidelines entitled "City of Brenham Policy Statement on Property Tax Phase-in Incentive for Selected Commercial Enterprises" shall be controlling in this document as well, except as may be specifically modified herein

23. This Agreement has been approved by the governing body of the CITY.

24. Any aspect of this Agreement which may happen to conflict with the underlying jurisdiction's tax phase-in guidelines shall be considered as an approved modification or clarification of such guidelines as may be required to affect the intent of this Agreement.

25. For the duration of this Agreement and for additional consideration for this tax phase-in, COMPANY agrees to purchase the following utilities: water, electric, natural gas, and sewer, exclusively from the City of Brenham in its service area.

26. If any action is brought to enforce, construe or determine the validity of any term or provision of this Agreement (whether at the trial court level or any appeal therefrom), the prevailing party shall be entitled to reasonable attorney's fees and costs of the action.

The parties hereto have executed or caused to be executed by their duly authorized officials this Agreement in multiple counterparts, each of equal dignity, on this the _____ day of _____, 2023.

209 S. MARKET, LLC

CITY OF BRENHAM, TEXAS

Name: Adrienne Schwartz
Title: Manager/Owner
Address: _____

Atwood C. Kenjura
Mayor
P.O. Box 1059
Brenham, TX 77834-1059

ATTEST:

BY: _____
Jeana Bellinger, TRMC, CMC
City Secretary
P.O. Box 1059
Brenham, TX 77834-1059

THE STATE OF TEXAS

COUNTY OF WASHINGTON

Before me, the undersigned authority, on this day personally appeared **ATWOOD C. KENJURA.**, Mayor of the CITY OF BRENHAM, TEXAS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the ____ day of _____, 2023.

Notary Public in and for
the State of Texas

THE STATE OF TEXAS

COUNTY OF WASHINGTON

Before me, the undersigned authority, on this day personally appeared **ADRIENNE SCHWARTZ**, Manager/Owner of 209 S. Market, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the ____ day of _____, 2023.

Notary Public in and for
the State of Texas

Exhibit "A"

CITY OF BRENHAM

POLICY STATEMENT ON PROPERTY TAX PHASE-IN INCENTIVE FOR SELECTED COMMERCIAL ENTERPRISES

Policy Adoption Date: May 4, 2023

I. PURPOSE

The City of Brenham, hereinafter referred to as "the City," is committed to the promotion of high quality development in all parts of the community and to improving the quality of life for its citizens. In order to help meet these goals and to stimulate economic development, the City will consider providing incentives that include, but are not limited to, the property Tax Phase-In incentive, in accordance with the procedures, criteria and guidelines set forth in this Policy and as provided by Chapter 312 of the Texas Tax Code. Nothing in this Policy shall imply or suggest that the City is under any obligation to provide any incentives to any applicant. Each application for the Tax Phase-In incentive under this Policy shall be considered on an individual basis.

II. DEFINITION OF TAX PHASE-IN INCENTIVE

Tax Phase-In incentive, as referred to in this Policy, means the partial, temporary exemption from ad valorem taxes on certain qualifying property in a Reinvestment Zone designated by the City or County for economic development purposes. Only ad valorem (property) taxes are eligible for the incentive. Brenham ISD and Blinn College taxes are required to be paid in full at all times.

The attached Glossary is a list of words with their definitions that are found in this document, and the Glossary is incorporated herein by reference.

III. GUIDELINES AND CRITERIA

In order to be eligible for property Tax Phase-In incentive, the planned improvement at a minimum must:

- (a) Be a facility used or to be used by a Primary Jobs Employer according to Exhibit A (except for a location in the Downtown Zone).
- (b) The project must add new value to the tax roll of eligible property: a minimum of \$300,000 for a business new to Brenham or \$150,000 for an existing local business. For development in the Downtown Zone, a National Register Historic District, the added value must be a minimum of \$50,000. This is to help maintain the economic viability of the central business district.
- (c) The applicant must maintain or create within the first year and throughout the Tax Phase-In incentive period a minimum of ten (10) jobs at an average salary of \$36,000/year or higher, including any benefits (except for a location in the Downtown Zone).

In consideration of the request for the Tax Phase-In incentive, the following factors will also be considered:

- (1) Jobs The projected new jobs created including the number of jobs, the type of jobs and the average salary per job class.
- (2) Fiscal Impact The amount of real and personal property value that will be added to the tax roll for both eligible and ineligible property, the amount of direct sales tax that may be generated, any infrastructure improvements by the City that will be required by the facility, the infrastructure improvements made by the facility, and the compatibility of the project with the City's master plan for development.
- (3) Valuation at Termination of Tax Phase-In Incentive Period The estimated fair market value, valued at the end of incentive period, of any equipment included in the Tax Phase-In incentive. The economic life of the added-value property must exceed the duration of the granted Tax Phase-In incentive period.

(4) Community Impact

The pollution, if any, as well as other negative environmental impacts affecting the health and safety of the community that will be created by the project;

The revitalization of a depressed area;

The business opportunities of existing local businesses;

The alternative development possibilities for proposed site;

The impact on other taxing entities;

Whether the improvement is expected to solely or primarily have the effect of transferring employment from one part of Washington County to another; and/or,

Whether the product manufactured or service provided by the business competes to a substantial degree with an existing business.

IV. TAX PHASE-IN INCENTIVE AUTHORIZED

- (a) Authorized Date A facility shall be eligible for the Tax Phase-In incentive if it has applied for the incentive prior to the commencement of construction and meets the guidelines and criteria under this Policy.
- (b) Creation of New Value Tax Phase-In incentive may only be granted for the additional value of eligible property improvements made subsequent to the filing of an application for the Tax Phase-In incentive and specified in the Tax Phase-In incentive agreement between the City and the property owner and/or lessee, subject to such limitations as the guidelines and criteria may require.

- (c) New and Existing Facilities Tax Phase-In incentive may be granted for new facilities and improvements and for the expansion or modernization of existing facilities and improvements. If the modernization project includes facility replacement, the Tax Phase-In incentive value shall be the tax- appraised value of the new unit(s) less the value of the old unit(s).
- (d) Eligible Property Except as otherwise provided in this policy, the Tax Phase-In incentive may be extended to the value of buildings, structures, fixed machinery and equipment, site improvements plus that office space and related fixed improvements necessary or convenient to the operation and administration of the facility.
- (e) Ineligible Property The following types of property shall be fully taxable and ineligible for property Tax Phase-In incentives:
- land,
 - animals,
 - inventories,
 - supplies,
 - tools,
 - furnishings and other forms of movable personal property,
 - vehicles,
 - vessels,
 - aircraft,
 - housing or residential property (except for property owners in the Downtown Zone),
 - hotels/motels,
 - fauna,
 - flora,
 - retail facilities (except for property owners in the Downtown Zone),
 - deferred maintenance investments,
 - property to be rented or leased except as provided in Part IV (f),
 - improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion,
 - any improvements including those to produce, store or distribute natural gas or fluids that are not integral to the operation of the facility, or
 - property owned or used by the State of Texas or its political subdivisions or by any organization owned, operated or directed by a political subdivision of the State of Texas.
- (f) Owned/Leased Facilities If a leased facility is granted the Tax Phase-In incentive, the agreement shall be executed with the lessor and the lessee and the new value investment shall be combined to calculate the total new value investment. If the lessee removes or reduces its new value investment to the detriment of the lessor, the lessor may annually elect to extend its Tax Phase-In incentive to obtain a replacement lessee. The lessor may obtain the full benefit of the remaining Tax Phase-In incentive period by resuming the Tax Phase-In incentive with the combined value of the replacement lessee by disregarding the Tax Phase-In incentive extension term. The lessor shall not receive any Tax Phase-In incentive during any year where a Tax Phase- In incentive extension has been elected. The Tax Phase-In incentive period, including any extensions, shall never exceed a total of ten years as provided by state law. The replacement lessee may apply for its own Tax Phase-In incentive based solely on its new value investment.

- (g) Value and Term of Tax Phase-In incentive Tax Phase-In incentives shall commence with the January 1 valuation date immediately following the occupancy of the property qualifying for the Tax Phase-In incentive unless otherwise specified by the City. The value of new eligible properties shall be abated according to the approved agreement between applicant and the City. The City, in its sole discretion, shall determine the amount of any Tax Phase-In incentive. The Table 1 and Table 2 Tax Phase-In incentive Schedules - Exhibit "B", Table 3 in a Downtown Zone (map Exhibit "C"), incorporated herein by reference, shall be the maximum Tax Phase-In incentive available based on total new value investment or added employment for each year during the Tax Phase-In incentive term, whichever is greater.

The total amount of eligible property improvements and jobs created and retained are based on projected property improvements and personnel employed. However, the actual amount of tax phase-in incentives shall be determined annually by Table 1 and Table 2 in Exhibit B based on the actual eligible improvements and the actual number of employees, unless located in a Downtown Zone, in which the total amount of abatement will be derived from Table 3.

If an Existing Local Business has ten to forty-nine (10-49) employees for their base year employment, then the total abatement levels shall be determined from Levels 1-4 in Table 2 of Exhibit B. If an Existing Local Business has fifty (50) or more employees for their base year employment, then the following abatement levels shall be determined from Table 2 in Exhibit B:

- Level 5 – if base year employment is at least 90% for that calendar year
- Level 4 – if base year employment is at least 80% for that calendar year
- Level 3 – if base year employment is at least 70% for that calendar year
- Level 2 – if base year employment is at least 60% for that calendar year
- Level 1 – if base year employment is at least 50% for that calendar year

- (h) Downtown Zone A Tax Phase-In incentive zone within the designated downtown area in the attached Exhibit C, incorporated herein by reference, and any tracts or parcels contiguous to a tract in Exhibit C under common ownership. Tax Phase-In incentive in a Downtown Zone shall receive approval for building plans and specifications by the Main Street Board as a condition of receiving the Tax Phase-In incentive.

- (i) Taxability From the execution of the Tax Phase-In incentive contract to the end of the agreement period, taxes shall be payable as follows:

- (1) The value of ineligible property as provided in Part IV (e) shall be fully taxable.
- (2) The base year value of existing eligible property as determined each year shall be fully taxable.
- (3) The additional value of new eligible property shall be taxable in the manner described in Part IV (g).

V. APPLICATION PROCESS

- (a) Any present or potential owner of taxable property in the City of Brenham may request the creation of a Reinvestment Zone and Tax Phase-In incentive by filing written request with the City Manager.
- (b) The application shall consist of a completed application form accompanied by:
 - (1) A general description of the proposed use and the general nature and extent of the modernization, expansion or new improvements to be undertaken;
 - (2) A descriptive list of the improvements which will be a part of the facility;
 - (3) A map and property description or a site plan, including a legal description of the area proposed for designation as a Reinvestment Zone, as applicable.
 - (4) A time schedule for undertaking and completing the planned improvements;
 - (5) In the case of modernizing or replacing existing facilities, a statement of the assessed value of the facility, separately stated for real and personal property, shall be given for the tax year immediately preceding the application;
 - (6) The application form may require such financial and other information as deemed appropriate for evaluating the financial capacity and other factors of the applicant;
 - (7) A schedule reflecting the proposed amount of abated taxes for which the applicant seeks, as well as the anticipated taxes to be paid by the applicant which will not be subject to the Tax Phase-In incentive; and
 - (8) A schedule of the proposed job creation or retention, including details of job type(s), wages and benefits, and the timing of creation of any job within the phase-in period.
- (c) Upon receipt of a completed application, the City Manager shall notify the Mayor and City Council. Before acting upon the application, the City may conduct an Economic Impact Study. Following this step, the City shall afford the applicant and any other interested persons the opportunity to speak and present evidence for or against the designation of the area as a Reinvestment Zone for the purpose of the Tax Phase-In incentive during a public hearing. Notice of the public hearing shall be clearly identified on an agenda of the City to be posted as required by law. At least seven (7) days before the date of the hearing, notice of the hearing must be 1) published in a newspaper having general circulation in the City; and 2) delivered in writing to the presiding officer of the governing body of each taxing entity having in its boundaries real property that is to be included in the proposed Reinvestment Zone.
- (d) The City shall approve or disapprove the application for designation of an area as a Reinvestment Zone for Tax Phase-In incentive within ninety (90) days after receipt of the application. The presiding officer of the legislative body of the City shall notify the applicant of the approval or disapproval promptly thereafter.

- (e) A request for designation of an area as a Reinvestment Zone for the purpose of receiving the Tax Phase-In incentive shall not be granted if the jurisdiction receiving the application finds that the request for the Tax Phase-In incentive was filed after the commencement of construction or installation of improvements related to a proposed modernization expansion or new facility began.

VI. PUBLIC HEARING

- (a) Should the City be able to show cause in the public hearing why the granting of a designation of an area as a Reinvestment Zone for the Tax Phase-In incentive will have a substantial adverse effect on its bonds, service capacity or the provision of service, that showing shall be reason for the City to deny the granting of the application.
- (b) Neither a Reinvestment Zone nor a property Tax Phase-In incentive agreement shall be authorized if it is determined that:
 - (1) There would be a substantial adverse effect on the provision of a government service or tax base of the City.
 - (2) The applicant has insufficient financial capacity
 - (3) Planned or potential use of the property would constitute a hazard to public safety, health or morals.
 - (4) Planned or potential use of the property violates governmental codes or laws.

VII. AGREEMENT

- (a) After approval of the application for the designation of an area as a Reinvestment Zone for the property Tax Phase-In incentive, the City shall formally pass a resolution and execute an agreement with the owner of the facility and the lessee involved, if any, which shall include:
 - (1) Estimated value to be abated and the base year value.
 - (2) Percent of value to be abated each year as provided in Part IV (g).
 - (3) The commencement date and the termination date of Tax Phase-In incentive.
 - (4) The proposed use of the facility, nature of construction, time schedule for undertaking and completing the planned improvements, map, property description and improvements list as provided in Application, Part V.
 - (5) Contractual obligations in the event of default, violation of terms or conditions, delinquent taxes, recapture, administration and assignment as provided herein and other provisions that may be required for uniformity or by state law.
 - (6) Amount of investment and average number of jobs involved for the period of the Tax Phase-In incentive.
 - (7) Said contract shall meet all of the requirements of Texas Tax Code Chapter 312.

- (b) Such agreement shall be executed within ninety (90) days after the later of 1) the date applicant has forwarded all necessary information to the City or 2) the date of the approval of the application.
- (c) The City shall make its own determination of the property Tax Phase-In incentive which shall not bind any other jurisdiction.

VIII. ADMINISTRATION

Each Tax Phase-In incentive project will be monitored annually for compliance. The agreement will require the applicant to provide a sworn statement and documents verifying compliance each year. Failure to provide the required documents in the manner outlined herein shall result in termination of the Tax Phase-In incentive agreement.

The terms of the agreement shall include the right of the City to review and verify the applicant's employment records and payroll records in each year during the term of the agreement, and to conduct an on-site inspection of the project in each year during the duration of the Tax Phase-In incentive, and to review such other items as may be reasonable to verify compliance with the terms of the agreement.

The agreement shall stipulate that employees and/or designated representatives of the City will have access to the Reinvestment Zone during the term of the Tax Phase-In incentive to inspect the facility to determine compliance with the terms and conditions of the agreement. All inspections will be made only after the giving of twenty-four (24) hours prior notice and will be conducted in such manner as to not unreasonably interfere with the construction and/or operation the facility. All City inspections will be made with one or more representatives of the company or individual and in accordance with its safety standards.

All proprietary information acquired by any affected jurisdiction for purposes of monitoring compliance with the terms and conditions of a property Tax Phase-In incentive agreement shall be considered confidential to the extent allowed by law.

Compliance will be monitored in the following manner:

- (a) A Compliance Review Committee shall collect from the applicant a sworn statement of compliance and verifying documents and conduct any inspections on or before June 30 of each calendar year. The Committee shall be comprised of 5 representatives, with 2 appointed by the Mayor, 2 appointed by the County Judge and 1 by the Chief Appraiser. They will be appointed by January 30 of even numbered years for a two year term. Any vacancy on the committee will be filled by the designated official who appointed the vacating committee person. The designated official may remove an appointee at any time. The company/individual receiving the property Tax Phase-In incentive shall furnish the Committee with such information as may be necessary to verify compliance, including the number of new or retained employees associated with the facility and their salaries.
- (b) The Chief Appraiser of the County shall annually determine an assessment of the real and personal property in the Reinvestment Zone. This shall be done on or before October 1 of each calendar year.
- (c) The Committee shall provide a report on the status of all Tax Phase-In incentive agreements to the City Council on or before December 15 of each calendar year.

IX. DEFAULT

Should the City determine that a company or individual is in default according to the terms and conditions of its agreement, the City shall notify the company or individual in writing at the address stated in the agreement, and if such default is not cured within thirty (30) days or begun to be cured (in the case of a default that cannot reasonably be cured within 30 days) from the date of such notice ("Cure Period"), then the agreement shall be terminated.

In the event that the company or individual:

- (1) allows its ad valorem taxes owed the City to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest; or
- (2) does not create jobs as outlined in the agreement; or
- (3) if an Existing Local Business falls below fifty percent (50%) of their base year employment number; or
- (3) violates any of the terms and conditions of the Tax Phase-In incentive agreement and fails to cure same during the Cure Period; or
- (4) if the facility is completed and begins producing product or service, but subsequently discontinues producing product or service for any reason excepting fire, explosion or other casualty or accident or natural disaster, for a period of more than one (1) year during the Tax Phase-In incentive period;

then the agreement shall terminate and so shall the Tax Phase-In incentive of taxes for the calendar year during which the agreement is terminated. The taxes otherwise abated for that calendar year shall be paid to the City within sixty (60) days from the date of termination.

X. ASSIGNMENT

- (a) The Tax Phase-In incentive may be transferred and assigned by the holder to a new owner or lessee of the same facility upon the approval by resolution of the City, subject to the financial capacity of the assignee and provided that all conditions and obligations in the Tax Phase-In incentive agreement are guaranteed by the execution of a new contractual agreement with the City.
- (b) The contractual agreement with the new owner or lessee shall not exceed the termination date of the Tax Phase-In incentive agreement with the original owner and/or lessee.
- (c) No assignment or transfer shall be approved if the parties to the existing agreement, the new owner or new lessee are liable to the City for outstanding taxes or other obligations.
- (d) Approval shall not be unreasonably withheld.

XI. SUNSET PROVISION

- (a) This policy is effective upon the date of the adoption and will remain in force for two (2) years, at which time all Reinvestment Zones and Tax Phase-In incentive contracts created pursuant to its provisions may be reviewed by the City to determine whether the goals have been achieved. Based on that review, this policy may be modified, renewed or eliminated, providing that such actions shall not affect existing contracts.
- (b) This policy does not amend any existing Industrial District Contracts or agreements with the owners of real property in areas deserving of specific attention as agreed by the City.
- (c) Prior to the date for review, as defined above, this Policy Statement may be modified by a three fourths (3/4) vote of members each governing body, as provided for under the laws of the State of Texas.

XII. SEVERABILITY AND LIMITATIONS

- (a) In the event that any section, clause, sentence, paragraph or any part of this Policy Statement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid, such invalidity shall not affect, impair, or invalidate the remainder of this Policy Statement.
- (b) Property that is owned or leased by the following is excluded from the property Tax Phase-In incentive:
 - (1) a member of the governing body of the City of Brenham or a member of a planning board or commission of the City; or
 - (2) a member of the Commissioners Court or a member of a planning board or commission of Washington County.
- (c) If this Policy Statement has omitted any mandatory requirements of the applicable Tax Phase-In incentive laws of the State of Texas, then such requirements are hereby incorporated as a part of this Policy Statement.

XIII. VARIANCE

Requests for any variances from this Policy may be made in written form to the City Manager. Such request shall include a complete description of the circumstances explaining why the applicant, company or individual should be granted a variance. Approval of a request for variance requires a three- fourths (3/4) majority vote of the governing body of the City.

GLOSSARY

- (a) "City" means the City of Brenham, Texas that levies ad valorem taxes upon and/or provides services to property located within the City limits.
- (b) "Agreement" means a contractual agreement between a property owner and/or lessee and the City for the purpose of the Tax Phase-In incentive.
- (c) "Base year employment" means the average number of employees for each quarter at an existing local business of the year prior to the execution of the agreement.
- (d) "Base year value" means the assessed value of eligible property on January 1 preceding the execution of the agreement plus the agreed upon value of eligible property improvements made after January 1 but before the filing of an application for the Tax Phase-In incentive.
- (e) "Committee" means the Compliance Review Committee, consisting of representatives appointed by the City, County and Chief Appraiser's office to annually review documents verifying compliance of all projects receiving the Tax Phase-In incentive.
- (f) "Deferred maintenance" means improvements necessary for continued operations which do not improve productivity or alter the process technology.
- (g) "Existing Local Business" means a business that has been located in the City of Brenham and has paid property taxes for at least one full year prior to submitting any application for the property Tax Phase-In incentive.
- (h) "Expansion" means the addition of buildings, employees, structures, machinery or equipment for purposes of increasing production capacity.
- (i) "Facility" means property improvements completed or in the process of construction which together comprise an integral whole.
- (j) "Job(s)" shall represent a newly created or a retained employment position on a full-time permanent basis at an average base salary of \$36,000 or higher, including any benefits, whether hired directly or leased through an employee leasing service.
- (k) "Modernization" means the upgrading and or replacement of existing facilities which increases the productive input or output, updates the technology or substantially lowers the unit cost of the operation. Modernization may result from the construction, alteration or installation of buildings, structures, fixed machinery or equipment. It shall not be for the purpose of reconditioning, refurbishing or repairing.
- (l) "New Facility" means improvements to real estate previously undeveloped which is placed into service by means other than or in conjunction with expansion or modernization.
- (m) "Productive Life" means the number of years a property improvement is expected to be in service in a facility.

EXHIBIT A
PRIMARY JOBS EMPLOYER DEFINITION

Sec. III (a)

Be a facility used or to be used by a Primary Jobs Employer.

"Primary job" means a job that is:

- (i) available at a company for which a majority of the products or services of that company are ultimately exported to regional, statewide, national, or international markets infusing new dollars into the local economy; and
- (ii) included in one of the following sectors of the North American Industry Classification System (NAICS):

NAICS Sector #	Description
111	Crop Production
112	Animal Production
113	Forestry and Logging
11411	Commercial Fishing
115	Support Activities for Agriculture and Forestry
211-213	Mining
221	Utilities
311-339	Manufacturing
42	Wholesale Trade
48-49	Transportation and Warehousing
51 (excluding 512131 and 512132)	Information (excluding motion picture theaters and drive-in motion picture theaters)
523-525	Securities, Commodity Contracts, and Other Financial Investments and Related Activities; Insurance Carriers and Related Activities; Funds, Trusts, and Other Financial Vehicles
5413, 5415, 5416, 5417, and 5419	Architectural, Engineering, and Related Services; Computer System Design and Related Services; Management, Scientific, and Technical Consulting Services; Scientific Research and Development Services; Other Professional, Scientific, and Technical Services
551	Management of Companies and Enterprises
56142	Telephone Call Centers
922140	Correctional Institutions

EXHIBIT B
TAX PHASE-IN INCENTIVE SCHEDULES

Applicants may receive property Tax Phase-In incentive according to the schedules in Tables 1 and 2, depending on their combination of property value creation and job creation/retention.

TABLE 1 (earns 50% of incentive)

1A - Property Improvements by an Existing Local Business

Level	Amount of Valuation of Eligible Improvements as determined by the Tax Appraisal District:		Percent of property tax to be abated each year							
	From	To	1	2	3	4	5	6	7	8
1	\$ 150,000	\$1,000,000	45	40	30	20	0	0	0	0
2	\$1,000,001	\$2,500,000	45	45	40	30	20	0	0	0
3	\$2,500,001	\$4,000,000	45	45	45	40	30	20	0	0
4	\$4,000,001	\$5,500,000	45	45	45	45	40	30	20	0
5	More than	\$5,500,000	45	45	45	45	45	40	30	20

1B - Property Improvements by a New Business

Level	Amount of Valuation of Eligible Improvements as determined by the Tax Appraisal District:		Percent of property tax to be abated each year							
	From	To	1	2	3	4	5	6	7	8
1	\$ 300,000	\$1,000,000	45	40	30	20	0	0	0	0
2	\$1,000,001	\$2,500,000	45	45	40	30	20	0	0	0
3	\$2,500,001	\$4,000,000	45	45	45	40	30	20	0	0
4	\$4,000,001	\$5,500,000	45	45	45	45	40	30	20	0
5	More than	\$5,500,000	45	45	45	45	45	40	30	20

TABLE 2 (earns 50% of incentive)

2 --Jobs Created & Retained - by Existing Businesses or New/Relocating Businesses

Level	The number of new and/or retained full-time employees with an average salary level of \$36,000+/year including benefits averaged during the twelve calendar months prior to the tax assessment date of January 1:		Percent of property tax to be abated each year							
	From	To	1	2	3	4	5	6	7	8
1	10	19	45	40	30	20	0	0	0	0
2	20	29	45	45	40	30	20	0	0	0
3	30	39	45	45	45	40	30	20	0	0
4	40	49	45	45	45	45	40	30	20	0
5	50 and more		45	45	45	45	45	40	30	20

TABLE 3 Downtown Zone

Amount of valuation of
downtown reinvestment
determined by tax appraisal:

Percent of property tax to be abated each year

Valuation	1	2	3	4	5	6	7	8
\$ 50,000 to \$150,000	90	90	90	60	40	20	0	0
\$150,001 to \$250,000	90	90	90	90	60	40	20	0
\$250,001 and beyond	90	90	90	90	90	60	40	20

**EXHIBIT C
MAP OF DOWNTOWN ZONE**

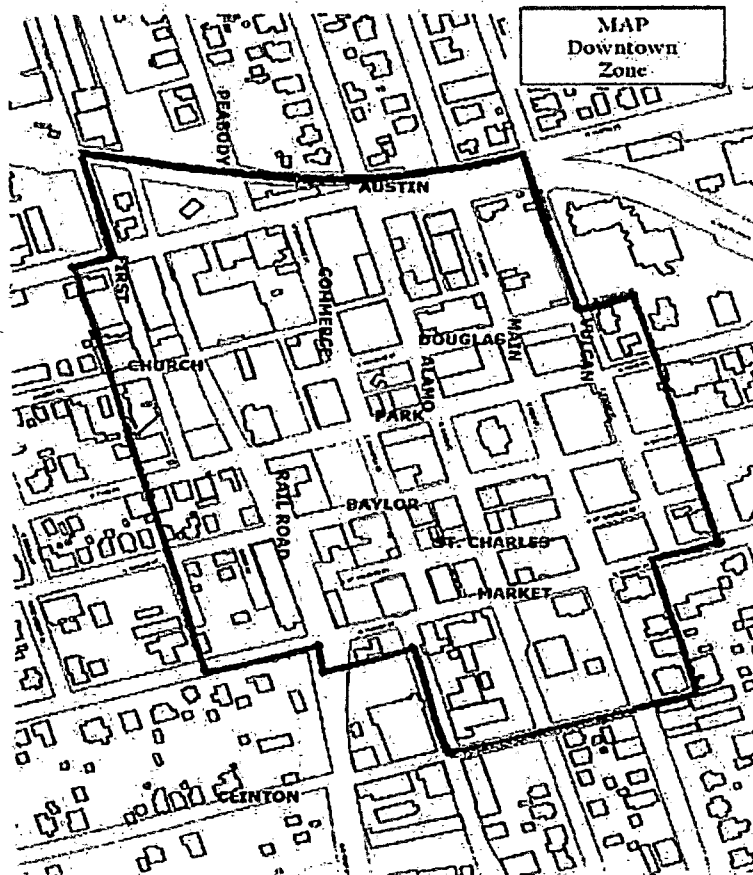


Exhibit "B"

ORDINANCE NO. 23-030

AN ORDINANCE DESIGNATING ALL THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 2,646 SQUARE FEET OF LAND, MORE OR LESS, SITUATED IN WASHINGTON COUNTY, TEXAS, BEING OUT OF THE A. HARRINGTON SURVEY, ABSTRACT NO. 55, IN THE CITY OF BRENHAM, BEING A PORTION OF A CALLED 6,825 SQUARE FOOT TRACT DESCRIBED IN THAT DEED DATED OCTOBER 14, 2016, FROM KENT E. BROWNELL AND MARY C. CORONA TO JOHN W. ELFORD, RECORDED IN VOLUME 1558, PAGE 0735, OF THE OFFICIAL RECORDS OF WASHINGTON COUNTY, TEXAS, ALSO BEING A PORTION OF A CALLED 200 SQUARE FEET DESCRIBED IN THAT DEED DATED MAY 12, 2017, FROM WASHINGTON COUNTY, TEXAS TO JOHN ELFORD, RECORDED IN VOLUME 1584, PAGE 464, OF THE OFFICIAL RECORDS OF WASHINGTON COUNTY, TEXAS; BEING THE SAME TRACT OF LAND DESCRIBED IN THAT DEED DATED NOVEMBER 29, 2021, FROM JOHN W. ELFORD TO 302 REALTY, LLC, RECORDED IN VOLUME 1812, PAGE 629 OF THE OFFICIAL RECORDS OF WASHINGTON COUNTY, TEXAS, SAID PROPERTY BEING LOCATED AT 209 S. MARKET STREET, BRENHAM, TEXAS, AND SAID PROPERTY BOUNDARIES BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES, AS REINVESTMENT ZONE NUMBER FIFTY-TWO FOR COMMERCIAL TAX PHASE-IN, CITY OF BRENHAM, TEXAS AS PROVIDED IN CHAPTER 312, TEXAS TAX CODE; ESTABLISHING THE NUMBER OF YEARS FOR THE ZONE, AUTHORIZING AN AGREEMENT FOR EXEMPTION FROM TAXATION THE INCREASE IN VALUE OF CERTAIN PROPERTY IN ORDER TO ENCOURAGE DEVELOPMENT AND REDEVELOPMENT AND OTHER MATTERS RELATING THERETO; AND FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THIS ORDINANCE WAS PASSED WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Council of the City of Brenham, Texas, ("City") desires to encourage supervised improvements by property owners and lessees through tax phase-in procedures within its jurisdiction by the creation of a reinvestment zone as authorized by Chapter 312, Texas Tax Code (the "Act"); and

WHEREAS, on the 29th day of August 2023, the City Council held a public hearing to receive comments concerning the designation of proposed Reinvestment Zone Number Fifty-Two. The notice of such hearing was published on August 22, 2023, such date being not later than the seventh day before the date of the public hearing; and

WHEREAS, the City called a public hearing and published notice of such public hearing as required by Section 312.201 of the Act; and has delivered written notice to the presiding officer of the governing body of each taxing unit within the jurisdiction of the proposed Reinvestment Zone Number Fifty-Two for Commercial Tax Phase-In; and

WHEREAS, at said public hearing the City presented evidence that such proposed designation would be reasonably likely to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property, that the proposed improvements are feasible and practical, that said improvements would be a benefit to the land included in the zone and that would contribute to the economic development of the City; and

WHEREAS, the designation of the proposed reinvestment zone is consistent with the City's policies adopted by Council Resolution No. R-23-015 on the 4th day of May, 2023, and will benefit the land included within the Reinvestment Zone after the expiration of the Agreement; and

WHEREAS, the City at such public hearing invited any interested person or his attorney to appear and contend for or against the creation of the reinvestment zone, the boundaries of the proposed reinvestment zone, whether all or part of the territory which is referred to as City of Brenham Reinvestment Zone Number Fifty-Two for Commercial Tax Phase-In, should be included in such proposed reinvestment zone, and obtain tax phase-in; and

WHEREAS, at such hearing recommendations were given as to the number of years the reinvestment zone would be designated, the number of years in which an agreement would be available, as well as the percentage of potential tax exemption under the aforesaid tax phase-in guidelines and criteria to be applied to taxable real property which is developed;

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

Section 1. That the facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct and are incorporated herein for all purposes.

Section 2. That the City, after conducting such hearing and having further studied recommendations, as well as the evidence presented at the public hearing, has made the following findings based on the evidence and testimony presented to it:

- a) That the public hearing on the adoption of the reinvestment zone under the provisions of the Act has been properly called, held and conducted and that notice of such hearing has been published as required by law and has been sent to the respective taxing units within the proposed reinvestment zone; and
- b) That the City has jurisdiction to hold and conduct said public hearing on the creation of the proposed reinvestment zone pursuant to the Act; and
- c) That creation of the proposed reinvestment zone with boundaries described herein will result in improvements made after the passage of this Ordinance and the execution of tax phase-in agreements, that are feasible and practical and will benefit the City, its residents and property owners in the reinvestment zone; and
- d) That the proposed designation will be reasonably likely to contribute to the retention or expansion of primary employment or to attract major investments to the zone that would be a benefit to the property and contribute to economic development of the City.

Section 3. That the City hereby creates Reinvestment Zone Number Fifty-Two, designated as all that certain tract or parcel of land containing 2,646 square feet of land, more or less, situated in Washington County, Texas, being out of the A. Harrington Survey, Abstract No. 55, in the City of Brenham, being a portion of a called 6,825 square foot tract described in that Deed dated October 14, 2016, from Kent E. Brownell and Mary C. Corona to John W. Elford, recorded in Volume 1558, Page 0735, of the Official Records of Washington County, Texas, also being a portion of a called 200 square feet described in that deed dated May 12, 2017, from Washington County, Texas to John Elford, recorded in Volume 1584, Page 464, of the Official Records of Washington County, Texas; being the same tract of land described in that deed dated November 29, 2021, from John W. Elford to 302 Realty, LLC, recorded in Volume 1812, Page 629 of the Official Records of Washington County, Texas and said property boundaries being more fully described in Exhibit “A” attached hereto and incorporated herein for all purposes, and such reinvestment zone shall hereafter be identified as Reinvestment Zone Number Fifty-Two for Commercial Tax Phase-In, City of Brenham, Texas.

Section 4. That the designation of Reinvestment Zone Number Fifty-Two for Commercial Tax Phase-In shall expire five (5) years from the date of this Ordinance unless renewed as provided by the Act, or at an earlier time designated by subsequent ordinance.

- Section 5.** That written agreements as provided in the Act with owners of eligible property located within the reinvestment zone shall be for a period of up to ten (10) years, and that the eligible property that is subject to the above mentioned exemption from taxation shall be the improvements to the property in conformity with the City's criteria and guidelines, and written agreements shall provide for an exemption from taxation of the total increase in value of the eligible property over its value in the year the agreement is executed. The written agreement will require that all taxes be current at the time of execution of agreement and be kept current to all taxing entities during the term of said agreement.
- Section 6.** That said designation of Reinvestment Zone Number Fifty-Two for Commercial Tax Phase-In and the written agreement thereof are in accordance with the City of Brenham's "Policy Statement on Property Tax Phase-In Incentive for Selected Commercial Enterprises" and will be a benefit to the land which will be included within the Reinvestment Zone and to the City of Brenham after the expiration of the agreement.
- Section 7.** That if any provision of this Ordinance shall be held to be invalid or unconstitutional, the remainder of such ordinance shall continue in full force and effect the same as if such invalid or unconstitutional provision had never been a part of it.
- Section 8.** That it is hereby officially found and determined that the meeting at which this Ordinance is passed is open to the public as required by law and that public notice of the time, place and purpose of said meeting was given as required.

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

PASSED AND APPROVED, on its second reading this the 2nd day of November 2023.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

EXHIBIT “A”

All that certain tract or parcel of land containing 2,646 square feet of land, more or less, situated in Washington County, Texas, being out of the A. Harrington Survey, Abstract No. 55, in the City of Brenham, being a portion of a called 6,825 square foot tract described in that Deed dated October 14, 2016, from Kent E. Brownell and Mary C. Corona to John W. Elford, recorded in Volume 1558, Page 0735, of the Official Records of Washington County, Texas, also being a portion of a called 200 square feet described in that deed dated May 12, 2017, from Washington County, Texas to John Elford, recorded in Volume 1584, Page 464, of the Official Records of Washington County, Texas; being the same tract of land described in that deed dated November 29, 2021, from John W. Elford to 302 Realty, LLC, recorded in Volume 1812, Page 629 of the Official Records of Washington County, Texas.

EXHIBIT “C”

All that certain tract or parcel of land containing 2,646 square feet of land, more or less, situated in Washington County, Texas, being out of the A. Harrington Survey, Abstract No. 55, in the City of Brenham, being a portion of a called 6,825 square foot tract described in that Deed dated October 14, 2016, from Kent E. Brownell and Mary C. Corona to John W. Elford, recorded in Volume 1558, Page 0735, of the Official Records of Washington County, Texas, also being a portion of a called 200 square feet described in that deed dated May 12, 2017, from Washington County, Texas to John Elford, recorded in Volume 1584, Page 464, of the Official Records of Washington County, Texas; being the same tract of land described in that deed dated November 29, 2021, from John W. Elford to 302 Realty, LLC, recorded in Volume 1812, Page 629 of the Official Records of Washington County, Texas.



City Council Regular Meeting **AGENDA ITEM 9**

Agenda Item: Discuss and Possibly Act Upon ITB No. 23-013 for an Annual Contract Related to Concrete Work for the City of Brenham and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: November 2, 2023

Department: Public Works

Staff Contact: Dane Rau, Director of Public Works

SUMMARY STATEMENT:

On October 10, 2023, the Purchasing Department along with city staff opened bids regarding annual concrete work. There were two responsive bidders on the annual contract.

Based on the bid amounts and the expenditure on past work, Texas KB Utilities provides the best value to the City of Brenham. Bid amounts are shown on the attached bid tabulation. On items 1-6, Texas KB Utilities supplied the lower bid amounts and these are the areas in which 95% of our expenditures are used annually. On items 7-14, FIDIS Logistics Solution had the lower unit price, but these are items that are seldom used throughout the year.

Annually, the City of Brenham spends roughly \$250,000 on concrete work such as curb work, flat work, concrete retaining walls, manhole installations, drainage box work, as well as sidewalk replacement.

Based on the bids, staff recommends awarding the annual concrete work to Texas KB Utilities. By awarding this bid, it will allow all city departments to coordinate work through Texas KB Utilities and improve our infrastructure as needed.

ATTACHMENTS:

1. ITB 23-013 Bid Tabulation

RECOMMENDATION:

Award Bid No. 23-013 for an annual contract related to concrete work for the City of Brenham to Texas KB Utilities and authorize the Mayor to execute any necessary documentation.



BID TABULATION FORM

BID OPENING DATE: 10-Oct-23

BID OPENING TIME: 2:00 p.m.

BID NAME/NO: ITB 23-013: Annual Concrete Work

WITNESSED BY:

ITEM	BIDDERS		
	FIDIS Logistics Solution	Texas KB Utilities	Previous Bid 20-007
(1) Furnish labor & materials for the placement of standard curb and gutter per linear foot	\$62.58	\$42.00	\$42.00
(2) Furnish labor & materials for the placement of historical curb and gutter per linear foot	\$80.07	\$50.00	\$50.00
(3) Furnish labor & materials for the placement of 4" thick reinforced concrete flatwork per square foot	\$18.50	\$14.25	\$14.25
(4) Furnish labor & materials for the placement of 6" thick reinforced concrete flatwork per square foot	\$19.75	\$18.00	\$18.00
(5) Furnish labor & materials for the placement of 6" thick reinforced concrete driveway per square foot	\$125.97	\$18.00	\$18.00



BID TABULATION FORM

BID OPENING DATE: 10-Oct-23

BID OPENING TIME: 2:00 p.m.

BID NAME/NO: ITB 23-013: Annual Concrete Work

WITNESSED BY:

ITEM	BIDDERS		
	FIDIS Logistics Solution	Texas KB Utilities	Previous Bid 20-007
(6) Furnish labor & materials for the placement of reinforced concrete valley gutters per square foot	\$18.25	\$18.00	\$18.00
(7) Furnish labor & materials for the placement of reinforced concrete inlets (0 to 2 ft. height) include ring and cover (supplied by City), per cubic foot	\$21.69	\$61.25	\$61.25
(8) Furnish labor & materials for the placement of reinforced concrete inlets (0 to 4 ft. height) include ring and cover (supplied by City), per cubic foot	\$24.30	\$48.50	\$48.50
(9) Furnish labor & materials for the placement of reinforced concrete inlets (0 to 6 ft. height) include ring and cover (supplied by City), per cubic foot	\$26.61	\$52.50	\$52.50



BID TABULATION FORM

BID OPENING DATE: 10-Oct-23

BID OPENING TIME: 2:00 p.m.

BID NAME/NO: ITB 23-013: Annual Concrete Work

WITNESSED BY:

ITEM	BIDDERS		
	FIDIS Logistics Solution	Texas KB Utilities	Previous Bid 20-007
(10) Furnish labor & materials for the placement of reinforced concrete manholes (0 to 2 ft. height) include ring and cover (supplied by City), per cubic foot	\$21.69	\$59.00	\$59.00
(11) Furnish labor & materials for the placement of reinforced concrete manholes (0 to 4 ft. height) include ring and cover (supplied by City), per cubic foot	\$29.01	\$47.75	\$47.75
(12) Furnish labor & materials for the placement of reinforced concrete manholes (0 to 6 ft. height) include ring and cover (supplied by City), per cubic foot	\$32.76	\$48.50	\$48.50
(13) Furnish labor & materials for the placement of reinforced concrete walls and footings (4 ft. max height or depth of beam footings), per cubic foot	\$132.30	\$48.50	\$47.25



BID TABULATION FORM

BID OPENING DATE: 10-Oct-23

BID OPENING TIME: 2:00 p.m.

BID NAME/NO: ITB 23-013: Annual Concrete Work

WITNESSED BY:

BIDDERS			
ITEM	FIDIS Logistics Solution	Texas KB Utilities	Previous Bid 20-007
(14) Hourly rate for profesional services which may include things such as: troubleshooting field work, assisting City staff in determining slopes and/or grades	\$48.04	\$105.00	\$105.00



City Council Regular Meeting **AGENDA ITEM 10**

Agenda Item: Discuss and Possibly Act Upon the Purchase of a Utility Compactor (Street Roller) through Sourcewell Contract No. 032119-CAT for the City of Brenham Street Department and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: November 2, 2023

Department: Public Works

Staff Contact: Dane Rau, Director of Public Works

SUMMARY STATEMENT:

This item was originally asked for replacement in FY2022 but has been pushed back a year due to making sure the budget was met and all departments received some funding on fleet equipment. With the budget amendment that Tim presented, we are able to purchase some one-time-cost items with savings from the previous year. It is huge to have this opportunity to keep our fleet in good condition and give our people the tools to keep up with the amount of workload with good equipment.

This piece of equipment will be paired with a trailer that allows our crews to repair utility cuts and patches throughout City streets in a quick timeframe. It is used 3-4 times per week with a 3-man crew to keep up with the large number of utility patches and small asphalt jobs.

We received Sourcewell pricing through the local Government Purchasing Program from Mustang CAT and this machine fits our needs and our budget. The total price is \$62,900. We have \$84,796 allocated to this roller and the trailer. We have been very satisfied with the Mustang CAT equipment and have had no issues with repairs. We own 4-5 other pieces of equipment from Mustang CAT and our mechanics are familiar with them.

We respectfully ask the Council to approve the purchase of this roller from Mustang CAT in the amount of \$62,900 so we can receive the piece of equipment for our street repair needs. This is replacing an older roller that has been in our fleet since 2006.

ATTACHMENTS:

1. Sourcewell Quote - Street Roller
2. Street Roller Pic

RECOMMENDATION:

Approve the purchase of an Utility Compactor (Street Roller) through Sourcewell Contract No. 032119-CAT in the amount of \$62,900 to Mustang CAT for the City of Brenham Street Department and authorize the Mayor to execute any necessary documentation.



Brian Smith
City of Brenham

JW23-1059

September 18, 2023

543-2140	CB2.7 03A UTILITY COMPACTOR	CAT LIST \$76,744
	SERIAL # 064800918	
0P-9002	LANE 2 ORDER	
364-2279	SUPPORT, SLIDING FOR SEAT	
453-9461	TRAVEL CONTROL, CUP HOLDER	
542-6995	SEAT BELT, 3"	
565-3708	SWITCH, BATTERY DISCONNECT	
568-5154	LIGHTS, WORKING, LED	
569-8093	GUARDS, BUMPER	
573-5962	SEAT, WITH SAFETY SWITCH	
574-6088	ROPS, FOLDABLE, LOCKABLE	
577-1414	PRODUCT LINK, CELLULAR PL243	
603-5887	DRUM SCRAPER, FOLDING	
614-3613	MIRROR, REAR VIEW	
621-4038	ENGINE, CAT C1.7T	

SOURCE WELL DISCOUNT (19%)	(\$14,581)
ADDITIONAL MUSTANG DISCOUNT	(\$1763)
PREDELIVERY/FREIGHT	\$2500

Machine Sale Price	\$62,900
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Warranty: 36 MONTHS OR 3000 HOUR PREMIER-WHICHEVER COMES FIRST

(MACHINE CURRENTLY ON THE HOUSTON YARD)

SOURCEWELL CONTRACT # 032119-CAT

