



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, OCTOBER 14, 2021 AT 01:00 PM
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN STREET
BRENHAM, TEXAS**

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

CONSENT AGENDA

4. 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.

- 4-a. Approve the Minutes from the September 2, 2021 and September 16, 2021 Regular City Council Meetings and the September 23, 2021 Special City Council Meeting**
- 4-b. Approval of Acknowledgement and Consent to BK Stringer, LTD's Collateral Assignment of Rights to Reimbursement to Independent Bank and Authorize the Mayor Pro Tem to Execute Any Necessary Documentation**
- 4-c. Approve Resolution No. R-21-026 Authorizing the Acceptance of a Grant in the Amount of \$73,395.00 from the Office of the Governor, Public Safety Office, Homeland Security Grants Division for the 2021 State Homeland Security Program - Law Enforcement Terrorism Prevention Activities Projects for the Purchase of Two (2) Automatic License Plate Recognition Trailers**

- 4-d. Approve a Noise Variance for Cool Nights, Hot Tunes in Conjunction with the Texas Arts and Music Festival to be Held from 10:00 a.m. on October 16th to 2:00 p.m. on October 17th in Downtown Brenham and Authorize the Mayor Pro Tem to Execute Any Necessary Documentation**
- 4-e. Approve a Noise Variance for a Block Party to be Held by Brannon Industrial Group from 5:00 p.m. to 8:00 p.m. on October 17th at 511 W. Chauncy Street and Authorize the Mayor Pro Tem to Execute Any Necessary Documentation**
- 4-f. Ratification of Additional Scope of Work to the Electrical Distribution Construction Agreement Between the City of Brenham and Techline Construction, LLC Through the Lower Colorado River Authority (LCRA) and Final Payment in the Amount of \$12,453.57 Related to the Annual Pole Changeout Program and Authorize the Mayor Pro Tem to Execute Any Necessary Documentation**
- 4-g. Approve the Assignment of Lease to Global Air Transport Limited Liability Company and a New Ground-Space Lease Agreement with Global Air Transport Limited Liability Company (Brian Schelde) for Hangar Space at the Brenham Municipal Airport addressed as 3187 Aviation Way and Authorize the Mayor Pro Tem to Execute Any Necessary Documentation**
- 4-h. Approve Two (2) Ground-Space Lease Agreements with Todd Poehlmann for Hangar Space at the Brenham Municipal Airport (3175 Aviation Way, Hangars B-1 and B-4) and Authorize the Mayor Pro Tem to Execute Any Necessary Documentation**
- 4-i. Approve Change Order No. 1 and Final Payment to Mercer Construction Company In the Amount of \$52,201.90 for Project No. 2020-03 Related to the Hickory Lane Drainage Improvement Project and Authorize the Mayor Pro Tem to Execute Any Necessary Documentation**
- 4-j. Approve the Purchase of a 2022 John Deere 310HL Backhoe for the City of Brenham Street Department Through Sourcewell Contract No. 032119-JDC In the Amount of \$117,823.98 and Authorize the Mayor Pro Tem to Execute Any Necessary Documentation**
- 4-k. Approve the Purchase of a 2022 John Deere 310SL Backhoe for the City of Brenham Wastewater Department Through Sourcewell Contract No. 032119-JDC, in the Amount of \$120,236.98, and Authorize the Mayor Pro Tem to Execute Any Necessary Documentation**

4-l. Approve the Purchase of Vehicles Through The Interlocal Purchasing System (TIPS) Contract No. 200206 As Follows:

- 1. Three (3) 2022 Chevrolet Tahoes for the City of Brenham Police Department from Lake Country Chevrolet in the Amount of \$111,209.25; and**
- 2. Two (2) 2022 Ford F150 Responder Trucks for the City of Brenham Police Department from Silsbee Ford in the Amount of \$83,720.30; and**
- 3. One (1) Ford F-250 Truck for the City of Brenham Animal Services Department from Silsbee Ford in the Amount of \$60,844.00**

And Authorize the Mayor Pro Tem to Execute Any Necessary Documentation

4-m. Approve Resolution No. R-21-027 Reauthorizing an Investment Policy for the City of Brenham

4-n. Approve Resolution No. R-21-028 Nominating Candidates for Election to the Washington County Appraisal District Board of Directors

PUBLIC HEARING AND ASSOCIATED ACTION ITEM

- 5. Public Hearing, Discussion and Possibly Act Upon an Ordinance on Its First Reading Amending Appendix A - 'Zoning' of the Code of Ordinances of the City of Brenham Granting a Specific Use Permit to Allow for an Enlargement of Floor Area Occupied by a Legally Existing Nonconforming Use (Automobile Repair Shop) in a B-1, Local Business/Residential Mixed Use Zoning District, on Property Addressed as 1006 N. Park Street and Further Described as Lot S, PT 19 and N PR 21 of the William Schomburg Subdivision in Brenham, Washington County, Texas (Case No. P-21-022)**

6. **Public Hearing, Discussion and Possible Action Upon an Ordinance on Its First Reading Amending Chapter 6, Buildings and Structures, Article II, Building Code, of the Code of Ordinances of the City of Brenham, Texas to Provide for the Adoption of the 2018 Editions of the International Building Code, International Fuel Code, International Mechanical Code, International Property Maintenance Code, International Plumbing Code, International Energy Conservation Code, International Residential Code, International Existing Building Code, International Swimming Pool and Spa Code, International Fire Code and the 2017 Edition of the National Electric Code, with Local Amendments, and to Add Article XII Providing for the Regulation of Substandard Buildings and Structures; and Amending Chapter 8, Fire Protection and Prevention, of the Code of Ordinances of the City of Brenham, Texas by Adopting Various Revisions and Repealing Article IV - Substandard Buildings and Structures**

REGULAR SESSION

7. **Discuss and Possibly Act Upon the Award of RFP 21-008 Related to Uniform Rental and Laundering Services for Various City of Brenham Departments and Authorize the Mayor Pro Tem to Execute Any Necessary Documentation**
8. **Discuss and Possibly Act Upon a Professional Services Agreement Between the City of Brenham and Hodde & Hodde Land Surveying, Inc. for Services Related to the Renewal of an Easement at Lake Sommerville for the Lake Intake Structure and Authorize the Mayor Pro Tem to Execute Any Necessary Documentation**
9. **Administrative/Elected Officials Report**
 - **City Secretary - Update on Codification of Ordinances by Franklin Legal Publishing**
 - **Public Works - Update on Texas General Land Office Grant**

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.

EXECUTIVE SESSION

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

RE-OPEN REGULAR SESSION

Adjourn

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

CERTIFICATION

I certify that a copy of the October 14, 2021 agenda of items to be considered by the City of Brenham City Council was posted to the City Hall bulletin board at 200 W. Vulcan St., Brenham, TX on Monday, October 11, 2021 at 11:30 a.m.

Jeana Bellinger, TRMC, CMC

City Secretary

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

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the _____ day of _____, 2021 at _____ AM PM.

Signature

Title

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on September 2, 2021 beginning at 1:00 p.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members Present:

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

Members Absent:

Mayor Pro Tem Clint Kolby

City of Brenham Staff present:

City Manager James Fisher; Assistant City Manager – Chief Financial Officer Carolyn Miller; Assistant City Manager – Public Services/Utilities Donald Reese; City Attorney Cary Bovey; City Secretary Jeana Bellinger; Deputy City Secretary Karen Stack; Controller Stacy Hardy; Human Resources Director Susan Nienstedt; Strategic Budget; Officer Debbie Gaffey; Interim Fire Chief Rhea Cooper; Fire Marshal Roger Williams; Administrative Secretary Carrie Derkowski; Police Chief Ron Parker; Captain Dant Lange; Captain Lloyd Powell; Sgt. Todd Ashorn; Sgt. Seth Klehm; Sgt. Steven Eilert; Sgt. Jason Derrick; Public Safety Systems Administrator Pam Ruemke; Lt. Curt Schoen; Detective Jared Campbell; Officer Terrence Johnson; Lt. Kelvin Raven; Detective Ashley Burns; Property and Evidence Technician Jean Luera; Director of Public Works Dane Rau; Director of Public Utilities Alton Sommerfield; Director of Development Services Stephanie Doland; Planning Technician Kim Hodde; Director of Economic Development Susan Cates

Citizens/Others Present:

Max Westbrook; and Al Palet

Media Present:

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

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags – City Attorney Cary Bovey**
- 3. Proclamations**

No proclamations were read.

4. Service Recognitions

- Carrie Derkowski – Fire Department, 10 Years

5. Special Recognitions

- Texas Police Chief's Association Best Practices Program Award
- Police Chief's Commendation Award – Sgt. Steven Eilert

6. Citizens Comments

No citizen comments were heard.

CONSENT AGENDA

7. Statutory Consent Agenda

- 7-a. Minutes from the August 5, 2021 and August 19, 2021 Regular City Council Meetings**
- 7-b. Approve Ordinance No. O-21-018 on Its Second Reading Amending to the City of Brenham's Code of Ordinances, Appendix A: Zoning, Part II, Division 2, Section 3.03 – Specific Uses to Allow an Automobile (Car) Wash as a Specific Use in the B-1, Local Business Residential Mixed-Use Zoning District**
- 7-c. Approve Ordinance No. O-21-019 on Its Second Reading Amending the Rate Tariff Schedules for the City of Brenham Water System**
- 7-d. Approve Ordinance No. O-21-020 on Its Second Reading Amending the Rate Tariff Schedule for the City of Brenham Gas System**
- 7-e. Approve Ordinance No. O-21-021 on Its Second Reading Amending the Rate Tariff Schedule for the City of Brenham Electric System**
- 7-f. Approve Ordinance No. O-21-022 on Its Second Reading to Grant a Non-Exclusive Franchise to Container Source, LLC to Operate a Roll-Off Container Service for Residents, Businesses, and Industries Inside the City of Brenham City Limits**

- 7-g. **Approve Ordinance No. O-21-023 on Its Second Reading to Amend Chapter 24, Taxation, of the Code of Ordinances of the City of Brenham for the Purpose of Repealing Article III, Brenham-Washington County Hotel Occupancy Tax Board, and Providing for a New Article III, Reserved, for Future Amendments to Chapter 24, Taxation**
- 7-h. **Approve a Payment to Brazos River Authority in the Amount of \$412,842.00 for the City of Brenham's Raw Water Supply and Authorize the Mayor to Execute Any Necessary Documentation**
- 7-i. **Approve Change Order No. 2 and Final Payment on City of Brenham Project No. 2019-03 to Larry Young Paving, Inc. in the Amount of \$64,669.69 for Salem Road Street Improvements and Authorize the Mayor to Execute Any Necessary Documentation**

A motion was made by Councilmember Canales and seconded by Councilmember Saunders to approve the Statutory Consent Agenda Items 7-a. thru 7-i. with Item 7-i. begin corrected to reflect the final payment amount to Larry Young Paving, Inc, as \$64,042.22.

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

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

WORK SESSION

8. Discussion and Presentation of the FY2020-21 Third Quarter Financial Report

Assistant City Manager-Chief Financial Officer Carolyn Miller presented this item to Council. Miller presented the City's General Fund (excluding sub-funds) and the six major utility funds. Miller explained that the City experienced favorable performance in six of seven funds relative to budget. All financials including comparisons of year-to-date third quarter actual results versus year-to-date third quarter prior year were also presented. The Water Fund was unfavorable to budget due to lack of funding from FEMA for the lake intake structure repairs.

PUBLIC HEARING

9. Public Hearing, Discussion and Possible Action Upon an Ordinance on Its First Reading Amending Appendix A - 'Zoning' of the Code of Ordinances of the City of Brenham Granting a Specific Use Permit on Property Currently Addressed as 503 W. Alamo Street to Allow for Accessory Dwelling Unit in the Mixed Residential (R-2) Zoning District Located Generally East of the Intersection of W. Alamo Street and South Jackson Street, and Further Described as Lot 36A and Lot 37A of the West Main Subdivision in Brenham, Washington County, Texas (Case No. P-21-019)

Mayor Tate opened the Public Hearing.

Director of Development Services Stephanie Doland presented this item to Council. Doland explained that Mischa L. Enos (property owner/applicant) was requesting approval of a Specific Use Permit to renovate and convert an existing 487 square foot garage/storage structure to a detached accessory dwelling unit (ADU) intended to be utilized as a mother-in-law quarters. The purpose of the SUP process is to identify those uses which might be appropriate within a zoning district but, due to either their location, function, or operation, could have a potentially harmful impact on adjacent properties or the surrounding area. Staff finds that no adverse impacts to adjacent properties or surrounding area is anticipated due to the proposed compatible residential use, site plan, and compliance of the additional development standards.

There were no citizen comments. Mayor Tate closed the Public Hearing.

A motion was made by Councilmember Kenjura and seconded by Councilmember Saunders to approve an Ordinance on its first reading amending Appendix A - 'Zoning' of the Code of Ordinances of the City of Brenham granting a Specific Use Permit on property currently addressed as 503 W. Alamo Street to allow for an Accessory Dwelling Unit in the Mixed Residential (R-2) Zoning District located generally east of the intersection of W. Alamo Street and South Jackson Street, and further described as Lot 36A and Lot 37A of the West Main Subdivision in Brenham, Washington County, Texas (Case No. P-21-019).

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

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

10. Proposed Budget for Fiscal Year Beginning October 1, 2021 and Ending September 30, 2022.

- **The FY2021-22 proposed budget will raise more revenue from property taxes than last year's budget by an amount of \$329,468.00, which is a 4.37 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$96,947.00**

Mayor Tate opened the Public Hearing.

Assistant City Manager-Chief Financial Officer Carolyn Miller presented this item to Council. Miller stated that the FY2021-22 proposed budget for the City of Brenham includes appropriations of operating resources for 34 separate funds and authorizes \$74.9 million in expenditures. Miller explained that the proposed budget will raise more revenue from property taxes than last year's budget by an amount of \$329,468.00, which is a 4.37 percent increase from last year's budget.

There were no citizen comments. Mayor Tate closed the Public Hearing.

11. Proposed Tax Rate of \$0.4940 per \$100.00 Valuation for Fiscal Year Beginning October 1, 2021 and Ending September 30, 2022

Mayor Tate opened the Public Hearing.

Assistant City Manager-Chief Financial Officer Carolyn Miller presented this item to Council. Miller stated that a property tax rate of \$0.4940 per \$100 valuation was being proposed to fund the FY2021-22 budget. Although the proposed rate of \$0.4940 is a 1-cent decrease from the current rate of \$0.5040, due to increased property values, the proposed rate is above the no-new revenue rate and will produce higher tax revenues.

There were no citizen comments. Mayor Tate closed the Public Hearing.

REGULAR SESSION

12. Discuss and Possibly Act Upon an Ordinance on Its First Reading Adopting the Budget for Fiscal Year Beginning October 1, 2021 and Ending September 30, 2022

Assistant City Manager-Chief Financial Officer Carolyn Miller presented this item to Council. Miller explained the proposed FY2021-22 budget had been developed in compliance with the Property Tax Code, Local Government Code, and City Charter. The proposed budget includes appropriations of operating resources for 34 separate funds and authorizes \$74.9 million in expenditures.

A motion was made by Councilmember Kenjura and seconded by Councilmember Canales to approve Ordinance on its first reading adopting the budget for fiscal year beginning October 1, 2021 and ending September 30, 2022.

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

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

13. Discuss and Possibly Act Upon Ratification of the Property Tax Increase Reflected in the Proposed Budget for Fiscal Year Beginning October 1, 2021 and Ending September 30, 2022, which Raises More Revenue from Property Taxes than Last Year's Budget

Assistant City Manager-Chief Financial Officer Carolyn Miller presented this item to Council. Miller explained that in compliance with Local Government Code, if a municipal budget raises more property taxes than in the previous year's budget, City Council must formally ratify a property tax increase. Although the City is proposing to lower the property tax rate from \$0.5040 to \$0.4940 in the FY2021-22 budget, due to new properties added to the tax roll and an increase in existing property valuations, the FY2021-22 budget will raise more total property taxes than last year's budget.

A motion was made by Councilmember Wright and seconded by Councilmember Saunders to ratify the property tax increase reflected in the proposed budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022, which raises more revenue from property taxes than the previous year's budget.

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

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

14. Discuss and Possibly Act Upon an Ordinance on Its First Reading Levying Property Taxes for the Tax Year 2021 for the City of Brenham at \$0.4940 per \$100 Valuation

Assistant City Manager-Chief Financial Officer Carolyn Miller presented this item to Council. Miller explained the proposed FY2021-22 budget includes a tax rate of \$0.4940 per \$100 valuation which has two components: maintenance and operations (M&O) and interest and sinking (I&S). The proposed tax rate of \$0.4940 will allocate \$0.3500 to the General Fund for maintenance and operations, and the balance of \$0.1440 to the Debt Service Fund for interest and sinking.

A motion was made by Councilmember Kenjura and seconded by Councilmember Wright to move that the property tax rate be increased by the adoption of a tax rate of \$0.4940, which is effectively a 3.66% increase in the tax rate.

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

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

15. Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending the FY2020-21 Adopted Budget

Assistant City Manager-Chief Financial Officer Carolyn Miller presented this item to Council. Miller explained the FY20-21 budget was being amended for the following:

- a. General Fund – Net Revenue Impact is a \$0
- b. Electric Fund – Net Loss Impact \$300,000 decrease
- c. Gas Supply Fund – Net Revenue Impact (\$132,650) decrease
- d. Water Fund – Net Loss Impact (\$4,104,551) increase
- e. Wastewater Fund – Net Loss Impact is (\$411,918) increase
- f. PD Criminal Law Enforcement – Net Revenue Impact (\$7,529) decrease
- g. BCDC – Net Revenue Impact (\$181,030) decrease
- h. BCDC Capital Projects Fund – Net Loss Impact \$297,000 decrease
- i. VERN Fund – Net Revenue Impact (\$26,196) decrease

A motion was made by Councilmember Saunders and seconded by Councilmember Canales to approve an Ordinance on its first reading amending the FY2020-21 adopted budget.

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

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

16. Discuss and Possibly Act Upon the Award for Project No. 63C-14C Related to the Atlow Elevated Storage Tank Rehabilitation Project and Authorize the Mayor to Execute Any Necessary Documentation

Director of Public Utilities Alton Sommerfield presented this item to Council. Sommerfield explained that thirteen bids were received for the Atlow Elevated Storage Tank Rehabilitation Project, No. 63C-14C. Upon Strand's review and work history with Maguire Iron, Inc. regarding projects for elevated storage tanks, Public Utilities also recommended awarding the project to Maguire Iron, Inc. Blinn has been contacted about covering the cost of the logo, at an estimated cost of \$10,000.

A motion was made by Councilmember Canales and seconded by Councilmember Wright to award for Project No. 63C-14C related to the Atlow Elevated Storage Tank Rehabilitation Project to Maguire Iron, Inc. in the amount of \$229,750.00 and authorize the Mayor to execute any necessary documentation.

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

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

17. Discuss and Possibly Act Upon the Approval of the Routine Airport Maintenance Program (RAMP) Grant Agreement No. M2217BREN with TxDOT for FY2022 and Authorize the Mayor to Execute Any Necessary Documentation

Planning Technician Kim Hodde presented this item to Council. Hodde explained the annual grant agreement with TxDOT for participation in the Routine Airport Maintenance Program (RAMP) from September 1, 2021 through August 31, 2022. This agreement allows the City to be reimbursed for 50% of the cost of our monthly AWOS monitoring (AviMet Data Link connection fees and continued scheduled maintenance), annual AWOS maintenance contract, as well as 50% of our replacement lamps for the airport lighting system, herbicides, general maintenance, and a contingency for emergency repairs. The maximum for the grant is \$100,000 total (50/50 match) for the fiscal year. The City has budgeted funds of \$50,000 and with TxDOT's \$50,000 match, this will enable us to do \$100,000 worth of maintenance at half the cost to the City of Brenham.

A motion was made by Councilmember Kenjura and seconded by Councilmember Saunders to approve the Routine Airport Maintenance Program (RAMP) Grant Agreement No. M2217BREN with TxDOT for FY2022 and authorize the Mayor to execute any necessary documentation.

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

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

18. Discuss and Possibly Act Upon the Renewal with Texas Municipal League Intergovernmental Risk Pool for General Liability, Law Enforcement Liability, Public Officials Liability, Mobile Equipment, Airport Liability, Property, Auto Liability and Physical Damage, Crime, and Workers' Compensation Coverage for the City of Brenham for Fiscal Year 2021-22 and Authorize the Mayor to Execute Any Necessary Documentation

Human Resources Director Susan Nienstedt presented this item to Council. Nienstedt explained that as a member of the TML Intergovernmental Risk Pool (TMLIRP) the City benefits from the mission statement of the Pool which is to ensure stable rates and use their financial strength to help moderate rate changes resulting from claims and cost pressures.

Nienstedt stated that the overall budget impact for our coverage is an increase of \$18,006; however, if the City pays the annual cost prior to October 31st, we will receive a \$8,727 discount. Nienstedt explained that the insurance renewal cost increase was based on the following changes per coverage:

- General Liability: Increase of \$18,100 or 11%
- Property – Increase of \$8,467 or 7%
- Workers' Compensation – Decrease of \$9,031 or 8%

A motion was made by Councilmember Canales and seconded by Councilmember Wright to approve the renewal with Texas Municipal League Intergovernmental Risk Pool for General Liability, Law Enforcement Liability, Public Officials Liability, Mobile Equipment, Airport Liability, Property, Auto Liability and Physical Damage, Crime, and Workers' Compensation coverage for the City of Brenham for Fiscal Year 2021-22 and authorize the Mayor to execute any necessary documentation.

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

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

19. Discussion and Update on the City of Brenham's COVID-19 (Coronavirus) Response and Recovery Efforts

City Manager James Fisher presented this item to Council. Fisher provide the City Council with an update on the City's COVID-19 response and recovery efforts. Fisher explained that the City is continuing to monitor response and recovery efforts, support employees, and take care of them. He also updated Council on the new law for Public Safety related to communicable diseases.

20. Administrative/Elected Officials Report

City Manager James Fisher reported on the following:

- City offices will be closed on tomorrow for Labor Day Holiday.
- The City's Fair Holiday was converted to Floating Holiday due the changes to the Fair schedule, as a result of COVID.
- The Highway 36 and Business 290 overlay postponed again by TxDOT.

Council adjourned into Executive Session at 2:05 p.m.

EXECUTIVE SESSION

- 21.** Section 551.074 – Texas Government Code – Consultation with Attorney - Consultation with City Attorney Regarding City of Brenham v. WTG Gas Marketing, Inc.; Cause No. 37573; 335th Judicial District Court, Washington County, Texas

Executive Session adjourned at 2:15 p.m.

RE-OPEN REGULAR SESSION

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on September 16, 2021 beginning at 1:00 p.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members Present:

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

Members Absent:

None

City of Brenham Staff present:

City Manager James Fisher; Assistant City Manager – Chief Financial Officer Carolyn Miller; Assistant City Manager – Public Services/Utilities Donald Reese; City Attorney Cary Bovey; City Secretary Jeana Bellinger; Deputy City Secretary Karen Stack; Controller Stacy Hardy; Human Resources Director Susan Nienstedt; Strategic Budget Officer Debbie Gaffey; Purchasing and Fleet Supervisor Kyle Branham; Kevin Boggus; Interim Fire Chief Rhea Cooper; Fire Marshal Roger Williams; Captain Dant Lange; Lance Weiss; Jared Campbell; Kejan Mehlhorn; Director of Public Works Dane Rau; Director of Development Services Stephanie Doland; Director of Public Utilities Alton Sommerfield; Permit Technician Kim Hodde; Director of Economic Development Susan Cates

Citizens/Others Present:

Cindy Nash; Shirley Herring; Jean Shoup; Carol Muegge; Bonnie Brinkmeyer; Ann Kaze; Pam Richardson; and Ginny Moore

Media Present:

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

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags – Mayor Pro Tem Clint Kolby**

3. Proclamations

- Fire Prevention Week
- Constitution Week
- Washington County READ
- Childhood Cancer Awareness Month

4. Citizens Comments

No citizens comments were heard.

CONSENT AGENDA

5. Statutory Consent Agenda

- 5-a. Approve Ordinance No. O-21-024 on Its Second Reading Amending Appendix A - 'Zoning' of the Code of Ordinances of the City of Brenham Granting a Specific Use Permit on Property Currently Addressed as 503 W. Alamo Street to Allow for a Accessory Dwelling Unit in the Mixed Residential (R-2) Zoning District Located Generally East of the Intersection of W. Alamo Street and South Jackson Street, and Further Described as Lot 36A and Lot 37A of the West Main Subdivision in Brenham, Washington County, Texas (Case No. P-21-019)**
- 5-b. Approve Ordinance No. O-21-025 on Its Second Reading Amending the FY2020-21 Adopted Budget**
- 5-c. Award Bid No. 21-010 for Fleet Fueling Services for the City of Brenham's Vehicle and Equipment Fleet to Alexander Oil and Authorize the Mayor to Execute Any Necessary Documentation**
- 5-d. Ratification of Payment to Madden Media for Digital Marketing and Programming for Visit Brenham in the Amount of \$74,999.34 and Authorize the Mayor to Execute Any Necessary Documentation**
- 5-e. Approve Final Payment on City of Brenham Project No. 66C-10 to J&D Construction, Ltd. in the Amount of \$68,632.35 for Munz Lift Station and Force Main Improvements and Authorize the Mayor to Execute Any Necessary Documentation**
- 5-f. Approve a Noise Variance in Connection with a Back-to-School Event to be Held by Mount Rose Missionary Baptist Church from 11:00 a.m. to 2:00 p.m. on Saturday, September 25, 2021 at the Blinn Student Center and Authorize the Mayor to Execute Any Necessary Documentation**
- 5-g. Approve a Noise Variance in Connection with an Annual Street Dance to be Held at St. Mary Immaculate Conception Catholic Church from 4:00 p.m. to 10:00 p.m. on Saturday, October 9, 2021 and Authorize the Mayor to Execute Any Necessary Documentation**

5-h Approve a Noise Variance in Connection with a Community Block Party to be Held at St. Paul's Lutheran Church from 11:00 a.m. to 1:00 p.m. on Sunday, September 26, 2021 and Authorize the Mayor to Execute Any Necessary Documentation

A motion was made by Councilmember Wright and seconded by Mayor Pro Tem Kolby to approve the Statutory Consent Agenda Items 5.a. thru 5.h. as presented.

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

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

REGULAR SESSION

6. Discuss and Possibly Act Upon Ordinance No. O-21-026 on Its Second Reading Adopting the Budget for Fiscal Year Beginning October 1, 2021 and Ending September 30, 2022

Assistant City Manager-Chief Financial Officer Carolyn Miller presented this item to Council. Miller presented the presented the second reading of the FY2021-22 budget as developed in compliance with the Property Tax Code, Local Government Code, and City Charter. The proposed budget includes appropriations of operating resources for 34 separate funds and authorizes \$74.9 million in expenditures.

A motion was made by Mayor Pro Tem Kolby and seconded by Councilmember Saunders to approve Ordinance No. O-21-026 on its second reading adopting the budget for fiscal year beginning October 1, 2021 and ending September 30, 2022.

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

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

7. Discuss and Possibly Act Upon Ordinance No. O-21-027 on Its Second Reading Levying Property Taxes for the Tax Year 2021 for the City of Brenham at \$0.4940 per \$100 Valuation

Assistant City Manager-Chief Financial Officer Carolyn Miller presented this item to Council. Miller presented the proposed FY2021-22 budget includes a tax rate of \$0.4940 per \$100 valuation which has two components: maintenance and operations (M&O) and interest and sinking (I&S). The proposed tax rate of \$0.4940 will allocate \$0.3500 to the General Fund for maintenance and operations, and the balance of \$0.1440 to the Debt Service Fund for interest and sinking.

A motion was made by Councilmember Kenjura and seconded by Councilmember Canales that the property tax rate be increased by the adoption of a tax rate of \$0.4940, which is effectively a 3.66% increase in the tax rate.

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

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

8. Discuss and Possibly Act Upon Resolution No. R-21-022 Authorizing the Publication of Notice of Intention of Issue Certificates of Obligation

Assistant City Manager-Chief Financial Officer Carolyn Miller presented this item to Council. Miller presented the general government projects totaling \$4.258 million and include \$845,000 for fire apparatus, \$350,000 for improvements to city hall, \$744,000 for street equipment, \$619,000 for in-house street reconstruction/rebuild and \$1.700 million for contractor street and drainage improvements. The City must give notice of its intent, via a Resolution, to issue Certificates of Obligation, Series 2021 not to exceed \$10 million for these purposes including bond issuance costs.

A motion was made by Mayor Pro Tem Kolby and seconded by Councilmember Kenjura to approve Resolution No. R-21-022 authorizing the publication of Notice of Intention of Issue Certificates of Obligation.

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

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

9. Discuss and Possibly Act Upon the Issuance of Requests for Proposals (RFPs) for Professional Administrative Services and Requests for Qualifications (RFQs) for Engineering, Architectural, Surveying or Other Related Services Related to the American Rescue Plan Act of 2021 (ARPA) and Authorize the Mayor to Execute Any Necessary Documentation

Assistant City Manager-Chief Financial Officer Carolyn Miller presented this item to Council. Miller explained the City received funds from the American Rescue Act Plan (ARPA). The City's total allocation is \$4,426,200 and we have received the first allocation of \$2,213,100. The City is seeking approval to issue requests for proposals (RFPs) to engage administrative services and to at some future date to issue requests for qualifications (RFQs) for engineering, architectural, surveying or other related services.

A motion was made by Councilmember Canales and seconded by Councilmember Saunders to approve the issuance of Requests for Proposals (RFPs) for professional administrative services and Requests for Qualifications (RFQs) for engineering, architectural, surveying, or other related services related to the American Rescue Plan Act of 2021 (ARPA) and authorize the Mayor to execute any necessary documentation.

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

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

10. Discuss and Possibly Act Upon Resolution No. R-21-023 in Connection with a Grant Agreement (22MPBRENM) for an Airport Master Plan for the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation

Planning Technician Kim Hodde presented this item to Council. Hodde explained the last Airport Master Plan was done in 1986 and an update, the Airport Development Plan, was conducted in 2005. Airport plans/studies (Master Plans, Development and Layout Plans) are developed and used as a long-range planning tool and guide to help regulate development, improvements, and operation of the Airport to meet current and future aviation demands. The estimated cost for the Master Plan project is \$250,000.

A motion was made by Councilmember Wright and seconded by Councilmember Saunders to approve Resolution No. R-21-023 in connection with a Grant Agreement (22MPBRENM) for an Airport Master Plan for the Brenham Municipal Airport and authorize the Mayor to execute any necessary documentation.

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

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

11. Discuss and Possibly Act Upon Resolution No. R-21-024 in Connection with a Grant Agreement (22BRENM) for an Airfield Lighting Project for the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation

Planning Technician Kim Hodde presented this item to Council. Hodde explained the Airfield Lighting Project which is proposed to include replacement of the Medium Intensity Runway Lighting (MIRL's), replacement of the beacon, wind cone, airfield signage and replacement of the regulator/radio control panel. The estimated design and construction costs are estimated at \$800,000. The City will be responsible for 10% of the total project costs.

A motion was made by Councilmember Saunders and seconded by Councilmember Canales to approve Resolution No. R-21-024 in connection with a Grant Agreement (22BRENM) for an Airfield Lighting Project for the Brenham Municipal Airport and authorize the Mayor to execute any necessary documentation.

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

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

12. Approve Resolution No. R-21-025 Authorizing the Acceptance of TxDOT's Selective Traffic Enforcement Program (STEP) Comprehensive Grant for Traffic Enforcement October 1, 2021 through September 30, 2022

Captain Dant Lange presented this item to Council. Lange explained that the Selective Traffic Enforcement Program (STEP) grant provides funding for Brenham Police officers to work overtime to enforce the speed limits at selected sites within the city limits. TxDOT is providing \$11,976.64 in funding with a 20.36% match provided by the city through fringe benefits and administrative salaries for officers participating in the Program.

A motion was made by Councilmember Saunders and seconded by Councilmember Canales to approve Resolution No. R-21-025 authorizing the acceptance of TxDOT's Selective Traffic Enforcement Program (STEP) Comprehensive Grant for traffic enforcement October 1, 2021 through September 30, 2022.

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

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

13. Discuss and Possibly Act Upon Amendment No. 1 to the Construction Agreement Between the City of Brenham and Techline Construction, Inc. for the Copper Conductor Replacement and Power Line Rehabilitation Project #61C-148C and Authorize the Mayor to Execute Any Necessary Documentation

Public Services/Utilities Donald Reese and Director of Public Utilities Alton Sommerfield presented this item to Council. Reese and Sommerfield explained the Techline Construction contract was awarded for this project on January 17, 2019, for an amount not to exceed \$1,006,910.95. In August 2021, upon receiving the latest invoice, staff realized the City was going to reach the contract amount prior to completing the project. Currently, there are two unpaid invoices in the amount of \$102,161.26 for work performed in Section 6 of the project. All material for this project has been purchased, and the increased amount represents labor only.

A motion was made by Councilmember Saunders and seconded by Councilmember Kenjura to approve Amendment No. 1 to the Construction Agreement between the City of Brenham and Techline Construction, Inc. for the Copper Conductor Replacement and Power Line Rehabilitation Project #61C-148C to increase the contract amount by \$140,348.83 (from \$1,006,910.85 to \$1,147,259.78) and authorize the Mayor to execute any necessary documentation.

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

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

14. Discuss and Possibly Act Upon the Revision of an Interlocal Agreement Between the City of Brenham and Washington County for the Provision of Subdivision Regulations by the City of Brenham within the Extraterritorial Jurisdiction (ETJ) of the Municipality

City Manager James Fisher presented this item to Council. Fisher explained the 2002 Interlocal Agreement with Washington County providing for subdivision regulation in the extraterritorial jurisdiction of the City needs to be amended. Fisher stated that Director of Development Services Stephanie Doland has been meeting with the County discussing possible options for a new agreement. Fisher advised that this item is for Council to approve staff moving forward with providing written notice to the County of the termination of this agreement and once a new agreement has been prepared, staff will bring it back to Council for consideration and approval.

A motion was made by Councilmember Kenjura and seconded by Councilmember Wright to provide written notification to Washington County of the termination of the 2002 Interlocal Agreement (ILA) between the City of Brenham and Washington County for the provision of subdivision regulations by the City of Brenham within the Extraterritorial Jurisdiction (ETJ).

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

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

15. Administrative/Elected Officials Report

City Manager James Fisher reported on the following:

- TXDOT Project
- TxDOT should start the Old Chappell Hill Road project next week.
- Environmental assessment of the new Brenham Family Park has been completed.
- Due to the City Council and some members of staff attending the Texas Municipal League's Annual Conference the week of October 4th, the City Council meeting dates for October will be the 14th and 21st.

Council adjourned into Executive Session at 1:51 p.m.

EXECUTIVE SESSION

16. Section 551.074 – Texas Government Code – Personnel Matters – City Manager's Employment Agreement and Related Issues

Executive Session adjourned at 4:49 p.m.

17. Discuss and Possibly Act Upon the City Manager's Employment Agreement and Related Issues and Authorize the Mayor to Execute Any Necessary Documentation

A motion was made by Mayor Pro Tem Kolby and seconded by Councilmember Saunders to move that the City Manager's employment with the City of Brenham and the "Agreement for Professional Services and Employment as City Manager" between the City of Brenham and James Fisher be terminated effectively immediately, in accordance with Article IV, Section 1 of the Brenham City Charter and Sections 2.1 and 2.3 of the City Manager's Employment Agreement.

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

Mayor Milton Y. Tate, Jr.	No
Mayor Pro Tem Clint Kolby	Yes
Councilmember Shannan Canales	Yes
Councilmember Leah Cook	Yes
Councilmember Atwood Kenjura	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	No

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

Brenham City Council Minutes

A special meeting of the Brenham City Council was held on September 23, 2021 beginning at 1:00 p.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members Present:

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

Members Absent:

None

City of Brenham Staff present:

Assistant City Manager – Chief Financial Officer Carolyn Miller, Assistant City Manager – Public Services/Utilities Donald Reese, City Attorney Cary Bovey, City Secretary Jeana Bellinger, Deputy City Secretary Karen Stack, Human Resources Director Susan Nienstedt, Interim Fire Chief Rhea Cooper, Police Chief Ron Parker, Captain Dant Lange and Director of Public Utilities Alton Sommerfield

Citizens/Others Present:

Lowell Ogle

Media Present:

Alyssa Faykus, Brenham Banner Press; Josh Blaschke, KWHI; and Jordan Adams, KAGS News

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

3. Citizens Comments

No citizen comments were heard.

CONSENT AGENDA

4. Statutory Consent Agenda

4-a. Approve a Noise Variance in Connection with a Fall Family Night to be Held by Christ Lutheran Day School from 5:30 p.m. to 7:30 p.m. on Saturday, October 8, 2021, at Christ Lutheran Day School and Authorize the Mayor to Execute Any Necessary Documentation.

A motion was made by Councilmember Canales and seconded by Mayor Pro Tem Kolby to approve the Statutory Consent Agenda Item 4.a. as presented.

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

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

Council adjourned into Executive Session at 1:02 p.m.

EXECUTIVE SESSION

5. Section 551.074 – Texas Government Code – Personnel Matters - Deliberation Regarding the Appointment of an Interim City Manager and Related Issues.

Executive Session adjourned at 1:54 p.m.

RE-OPEN REGULAR SESSION

6. Discuss and Possibly Act Upon the Appointment of an Interim City Manager and Related Issues.

A motion was made by Councilmember Saunders and seconded by Councilmember Canales that Carolyn Miller be appointed to serve as the Interim City Manager for the City of Brenham at an annual salary of \$153,200.00 plus an annual car allowance in the amount of \$7,500.00, effective immediately.

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

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

7. Administrative/Elected Officials Report

No Administrative/Elected Officials reports were given

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary



Regular City Council
AGENDA ITEM 4-B.

Agenda Item: Approval of Acknowledgement and Consent to BK Stringer, LTD's Collateral Assignment of Rights to Reimbursement to Independent Bank and Authorize the Mayor Pro Tem to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-October 14, 2021

Department: Administration

Staff Contact: Cary L. Bovey, City Attorney

Classification: Consent

SUMMARY STATEMENT:

The City of Brenham and Baker Katz are parties to a Chapter 380 Development Agreement ("Agreement"), as amended, related to a retail development project located within the City. The Agreement, in part, provides for sales tax reimbursement payments to Baker Katz in accordance with the terms and conditions of the Agreement.

Independent Bank has financed a construction loan to Baker Katz to provide funds for the development of the retail development project and associated improvements. As part of the providing collateral for the loan transaction, Baker Katz has agreed to assign its rights to reimbursement under the Agreement to Independent Bank in the event Baker Katz defaults on the loan, in which case the City would make the reimbursement payments directly to Independent Bank, as the lender on the project, instead of making the reimbursement payments to Baker Katz.

The City Attorney has reviewed and approved the form of the Collateral Assignment of Rights to Reimbursement document.

ATTACHMENTS:

(1) Collateral Assignment of Rights to Reimbursement

RELEVANCE TO COMPREHENSIVE PLAN:

RECOMMENDED ACTION:

Approve the City's acknowledgement and consent to BK Stringer, LTD.'s Collateral Assignment of Rights to Reimbursement to Independent Bank and authorize the Mayor Pro Tem to execute any necessary documentation.

**COLLATERAL ASSIGNMENT OF RIGHTS TO REIMBURSEMENT
(CITY RECEIVABLES)**

THE STATE OF TEXAS

COUNTY OF WASHINGTON

§
§
§

FOR VALUE RECEIVED, the undersigned, **BK STRINGER, LTD.**, a Texas limited partnership ("Borrower"), having its principal place of business at 3700 Buffalo Speedway, Suite 400, Houston, Texas 77098, hereby ASSIGNS, TRANSFERS AND SETS OVER unto **INDEPENDENT BANK** ("Lender"), having its principal place of business at 9601 Katy Freeway, Suite 150, Houston, Texas 77024, all of its right, title and interest in and to all rights to reimbursement from **THE CITY OF BRENHAM**, a Texas home-rule municipal corporation, its successors and assigns ("City"), for amounts due Borrower for cost reimbursement for construction and development of public improvements and for private improvements benefitting the public ("City Improvements") relating to the Property described on Exhibit "A" attached hereto and made a part hereof (the "Property"), which Property is to be developed by new improvements, such reimbursement to be made pursuant to that certain Chapter 380 Economic Development Agreement dated as of January 25, 2019 ("Development Agreement") executed by the City and Borrower. Borrower has executed a certain Promissory Note (the "Note") dated January 17, 2021, payable to the order of Lender, in the original principal sum of **\$22,102,340.00**, bearing interest as therein provided, to evidence a loan to provide funds for the development of said project and the City Improvements. Said Note is secured by a Deed of Trust and Security Agreement (the "Deed of Trust") of even date therewith to DANIEL W. BROOKS, Trustee, creating a first lien on said Property. All sums paid for reimbursement from said City shall be paid to Borrower until such time as an Event of Default (as defined in the Deed of Trust) has occurred, and then to Lender, to be applied against the indebtedness of Borrower to Lender evidenced by said Note, said Deed of Trust and other loan documents, included, but not limited to, a Construction Loan Agreement, in such order and manner as Lender may determine. Said City shall be notified of this Assignment and directed by Borrower to pay such sums directly to Lender.

Borrower hereby agrees to execute such further documents, and to perform such further acts as Lender or said district may reasonably require in order to carry out and perform the terms and provisions hereof. This Assignment shall not be deemed to impose upon Lender any of the Borrower's obligations to construct improvements on said Property in the absence of Lender's express written assumption of such obligations. This Assignment shall be reassigned by Lender to Borrower upon payment in full of the indebtedness evidenced by the Note.

This agreement may be executed in multiple counterparts, and each counterpart hereof executed by any party shall be deemed an original and shall as to such party constitute one and the same instrument with all other counterparts hereof executed.

Executed to be effective as of January 17, 2021.

[SIGNATURE PAGES TO FOLLOW]

Signature Page 1 of 3 of the Assignment of Right to Reimbursement (City Receivables)

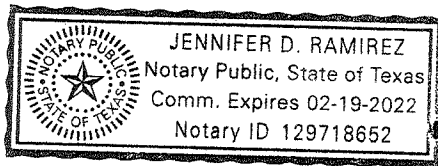
BK STRINGER, LTD., a Texas limited partnership

By: Reatta Building and Development Corporation, a
Texas corporation, its General Partner

By: [Signature]
Name: Kenneth Katz
Title: Vice President

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

This instrument was acknowledged before me on the 11th day of January, 2021, by Kenneth Katz, Vice President of Reatta Building and Development Corporation, a Texas corporation, in its capacity as General Partner of **BK STRINGER, LTD.**, a Texas limited partnership, on behalf of said partnership.



[Signature]
Notary Public, State of Texas
My Commission Expires: 2-19-2022

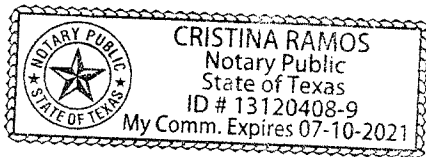
Signature Page 2 of 3 of the Assignment of Right to Reimbursement (City Receivables)

INDEPENDENT BANK, a state banking
association

By: _____
Name: Mario Goncalves
Title: Senior Vice President

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

This instrument was acknowledged before me on this 11th day of January, 2021, by
Mario Goncalves, Senior Vice President of **INDEPENDENT BANK**, a state
banking association, on behalf of said banking association.



Cristina Ramos
Notary Public, State of Texas
My Commission Expires: 07-10-2021

THE CITY OF BRENHAM ACKNOWLEDGMENT

Reference is here made to the Assignment of which this acknowledgment is a part. By execution hereof, the City acknowledges and consents to said assignment of Reimbursements, if, when and in accordance with, any development agreement or acquisition agreement entered into by and among Borrower and the City; and the undersigned agree to pay Reimbursements, if any, directly to Lender.

CITY OF BRENHAM, TEXAS, a Texas home-rule
municipal corporation

By: _____
Printed Name: Clint T. Kolby
Title: Mayor Pro Tem

ATTEST:

By: _____
Printed Name: _____
Title: Secretary, Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF WASHINGTON §

This instrument was acknowledged before me on the _____ day of _____,
by Clint T. Kolby, Mayor Pro Tem of the **CITY OF BRENHAM, TEXAS**, a Texas home-rule
municipal corporation, on behalf of said corporation.

Notary Public, State of Texas
My commission expires: _____

After Recording Return To:
Attn: Mina Orosco-Marquez
Independent Bank
9601 Katy Freeway, Suite 150
Houston, Texas 77024

Exhibit:

"A" - Property Description

EXHIBIT "A"

Tract 1

All that certain lot or parcel of land being Lot 1 of the BK Stringer Development Subdivision, as recorded in Plat Cabinet File No. 720A, Plat Records of Washington County, Texas, containing 38.8013 acres of land, more or less, out of the Hiram Lee Survey, Abstract No. 76, and Moses N. Combs Survey, Abstract No. 124, and John Long Survey, Abstract No. 156, Washington County, Texas. Being a portion same property described in deed filed on February 04, 2019, from EVELYN D. KRUSE, Trustee of the Kruse Marital Trust to BK STRINGER, LTD, recorded in Volume 1664, Page 193 of the Official Records of Washington County, Texas.

Tract 2

All that certain lot or parcel of land being Lot 2 of the BK Stringer Development Subdivision, as recorded in Plat Cabinet File No. 720A, Plat Records of Washington County, Texas, containing 9.1887 acres of land, more or less, out of the John Long Survey, Abstract No. 156, and the H. Lee Survey, Abstract No. 76, Washington County, Texas. Being a portion of the same property described in deed filed on February 04, 2019, from EVELYN D. KRUSE, Trustee of the Kruse Marital Trust to BK STRINGER, LTD, recorded in Volume 1664, Page 130 of the Official Records of Washington County, Texas.

Tract 3:

A perpetual, non-exclusive easement, as set forth in that certain Utility Easement Agreement, filed for record in Volume 1664, Page 199 of the Official Records of Washington County, Texas.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.



Regular City Council
AGENDA ITEM 4-C.

Agenda Item: Approve Resolution No. R-21-026 Authorizing the Acceptance of a Grant in the Amount of \$73,395.00 from the Office of the Governor, Public Safety Office, Homeland Security Grants Division for the 2021 State Homeland Security Program - Law Enforcement Terrorism Prevention Activities Projects for the Purchase of Two (2) Automatic License Plate Recognition Trailers

Meeting Type: Regular Meeting-October 14, 2021

Department: Police Department

Staff Contact: Sgt. Steven Eilert

Classification: Consent

SUMMARY STATEMENT:

On February 25, 2021 City Council approved Resolution No. R-21-007, authorizing the Police Department to apply for a grant from the Office of the Governor for two (2) Automatic License Plate Recognition (ALPR) trailers. On October 6, 2021, the City was notified of the award of the grant in the amount of \$73,395.00. There is no matching funds requirement; however, the City will be responsible for the maintenance of the trailers and an annual subscription fee of \$6,350.00 after the first year, with an annual increase of approximately 4%. The subscription fee covers every officer in the department and will allow them to receive notifications when a license plate of interest is detected, whether they are at their desks or in their vehicles.

If Council authorizes acceptance of this grant, BPD will join a network of law enforcement agencies in the state that will alert them when a license plate that is flagged in a national or state database drives past an ALPR trailer in Brenham. The Department will also be able to create its own local hotlist of license plates, which will assist in clearing local warrants and locating persons of interest here in the City.

While the purpose of this grant is terrorism prevention, the Department anticipates that the ALPR units will be utilized for a multitude of law enforcement functions. In the past, the Department has utilized a borrowed ALPR trailer and was able to locate several stolen vehicles and execute multiple felony warrants in a short period of time.

ATTACHMENTS:

- (1) Resolution No. R-21-026
- (2) Letter from Governor Abbott

RELEVANCE TO COMPREHENSIVE PLAN:

RECOMMENDED ACTION:

Approve Resolution No. R-21-026 authorizing the acceptance of a grant in the amount of \$73,395.00 from the Office of the Governor, Public Safety Office, Homeland Security Grants Division for the 2021 State Homeland Security Program - Law Enforcement Terrorism Prevention Activities Projects

RESOLUTION NO. R-21-026

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 2021 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 25th day of February 2021, the City Council of the City of Brenham enacted Resolution No. R-21-007, as amended by Resolution No. R-21-012 enacted on May 6, 2021, 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 2021 State Homeland Security Program – Law Enforcement Terrorism Prevention Activities Projects program; and

WHEREAS, the City of Brenham has been notified of the award of Grant No. 4292701 in the amount of \$73,395.00 for the one-time purchase of two (2) Automatic License Plate Recognition trailers; 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 of Grant No. 4292701 in the amount of \$73,395.00 from the Office of the Governor, Public Safety Office, Homeland Security Grants Division for the 2021 State Homeland Security Program – Law Enforcement Terrorism Prevention Activities Projects program.
2. The City of Brenham will comply with all requirements of the Grant Program.
3. That the Mayor is hereby authorized to execute any necessary documentation related to the grant described herein.

PASSED AND APPROVED on this the 14th day of October 2021.

ATTEST:

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary



GOVERNOR GREG ABBOTT

Dear Grantee:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at <https://eGrants.gov.texas.gov> and go to the 'My Home' tab. In the 'Pending Applications' section, locate the application with a 'Current Status' of "Pending AO Acceptance of Award". Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the Grantee Conditions and Responsibilities Memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer HSGD grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@gov.texas.gov.

We look forward to working with you to ensure the success of your program

A handwritten signature in cursive script that reads "Nancy N Carrales".

Nancy N. Carrales
Executive Director
Homeland Security Grants Division



Regular City Council
AGENDA ITEM 4-D.

Agenda Item: Approve a Noise Variance for Cool Nights, Hot Tunes in Conjunction with the Texas Arts and Music Festival to be Held from 10:00 a.m. on October 16th to 2:00 p.m. on October 17th in Downtown Brenham and Authorize the Mayor Pro Tem to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-October 14, 2021

Department: Administration

Staff Contact: Karen Stack

Classification: Consent

SUMMARY STATEMENT:

This item is a request for a noise variance in conjunction with Cool Nights, Hot Tunes. This is a joint event with Texas Arts & Music Festival, which is to be held downtown on October 16th and 17th. Approximately 2,000 attendees are expected. The event will feature live street art, street food, and a Children's Workshop. There will also be a DJ throughout the day and live music from 7pm to 10pm on the 16th; therefore, a noise variance is required.

ATTACHMENTS:

(1) Noise Variance Request

RELEVANCE TO COMPREHENSIVE PLAN:

RECOMMENDED ACTION:

Approve a Noise Variance for Cool Nights, Hot Tunes in conjunction with the Texas Arts and Music Festival to be held from 10:00 a.m. on October 16th to 2:00 p.m. on October 17th in Downtown Brenham and authorize the Mayor Pro Tem to execute any necessary documentation.

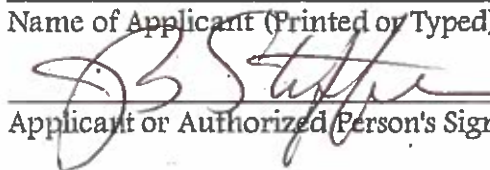
NOISE VARIANCE REQUEST

Application Fee \$10.00

1. Name of sponsoring organization: Texas Arts & Music Festival & City of Brenham
2. Name and address of individual making application on behalf of sponsoring organization: _____
Brad Stufflebeam - Chairman/Founder | Crystal Locke, Community Services Specialist
P.O. Box 1059 Brenham, Texas 77834-1059
3. Purpose of the Event: Cool Nights, Hot Tunes in conjunction with Texas Arts & Music Festival
4. Location of Event: Downtown Brenham - Commerce Street
5. Date of the event: October 16-17, 2021
6. Time of Event: October 16 from 10:00am-10:00pm; October 17 from 11:00am-2:00pm
7. Event Set-up: From: October 16 - 6:00 am To: 10:00 am
Event Clean-up: From: October 16 from 10:00 pm To: 12:00 am
October 17 from 2:00 pm 4:00 pm
8. You are required to describe the following:
 - a) Types of Activities Planned and any additional information specific to this event: _____
Live Street Art - Art Village - Live Music - Street Food
 - b) Bands/Musical Instruments: DJ throughout the day; concert from 7-10pm is 5-6 band members
 - c) Sound amplification equipment: Yes
 - d) Cleanup provisions: Working with City Departments

Brad Stufflebeam | Crystal Locke
Name of Applicant (Printed or Typed)

Date: 09/10/2021

 
Applicant or Authorized Person's Signature

Phone: 979-337-7254

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



Regular City Council
AGENDA ITEM 4-E.

Agenda Item: Approve a Noise Variance for a Block Party to be Held by Brannon Industrial Group from 5:00 p.m. to 8:00 p.m. on October 17th at 511 W. Chauncy Street and Authorize the Mayor Pro Tem to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-October 14, 2021

Department: Administration

Staff Contact: Karen Stack

Classification: Consent

SUMMARY STATEMENT:

In 2019, Brannon Industrial Group (BIG) held a garbage can decorating contest, with the prize being a block party held at the home of the winner. The winner of the contest resides at 511 W. Chauncy Street. BIG is hosting the block party at her home on October 17th from 5:00 p.m. to 8:00 p.m. The block party will feature food and live music. A noise variance is required for this event due to the use of amplified sound equipment.

ATTACHMENTS:

(1) Noise Variance Request

RELEVANCE TO COMPREHENSIVE PLAN:

RECOMMENDED ACTION:

Approve a Noise Variance for a Block Party to be held by Brannon Industrial Group from 5:00 p.m. to 8:00 p.m. on October 17th at 511 W. Chauncy Street and authorize the Mayor Pro Tem to execute any necessary documentation.

NOISE VARIANCE REQUEST

Application Fee \$10.00

1. Name of sponsoring organization: Brannon Industrial Group
2. Name and address of individual making application on behalf of sponsoring organization: Courtney Swanson
3. Purpose of the Event: Block Party
4. Location of Event: 511 W. Chauncey
5. Date of the event: October 17, 2021
6. Time of Event: 5pm - 8pm
7. Event Set-up: From: 4pm To: 5pm
Event Clean-up: From: 8pm To: 9pm
8. You are required to describe the following:
 - a) Types of Activities Planned and any additional information specific to this event: music and food provided by Brannon Industrial Group
 - b) Bands/Musical Instruments: Live Music
 - c) Sound amplification equipment: amplifiers
 - d) Cleanup provisions: organizer will clean

Karen Stack for Courtney Swanson
Name of Applicant (Printed or Typed)

Date: 10/5/21

Karen Stack
Applicant or Authorized Person's Signature

Phone: 10/5/21

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



Regular City Council
AGENDA ITEM 4-F.

Agenda Item: Ratification of Additional Scope of Work to the Electrical Distribution Construction Agreement Between the City of Brenham and Techline Construction, LLC Through the Lower Colorado River Authority (LCRA) and Final Payment in the Amount of \$12,453.57 Related to the Annual Pole Changeout Program and Authorize the Mayor Pro Tem to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-October 14, 2021

Department: Public Utilities

Staff Contact: Alton Sommerfield

Classification: Consent

SUMMARY STATEMENT:

The Rotten Pole Replacement Program PO #21-13034 was awarded to Techline Construction on March 11, 2021, for \$53,585.00 and completed in May 2021. This is a yearly project and funded in the Electric Department's operating budget.

While performing the contract, it was determined that additional work was required. The additional work was added to the scope of the project, as allowed by the contract, and increased the cost by \$12,453.57. The changes were itemized on separate hourly construction tickets as shown in the attached documents.

Staff inadvertently made final payment for the contract without bringing to Council for approval and this resolution will ratify the final payment and associated additions that were made to the project.

ATTACHMENTS:

(1) Techline Electrical Distribution Construction Agreement

RELEVANCE TO COMPREHENSIVE PLAN:

RECOMMENDED ACTION:

Ratification of additional scope of work to the Electrical Distribution Construction Agreement between the City of Brenham and Techline Construction, LLC through the Lower Colorado River Authority (LCRA) and final payment in the amount of \$12,453.57 related to the Annual Pole Changeout Program and authorize the Mayor Pro Tem to execute any necessary documentation.



INVOICE

CUST.#: 50
SHIP TO: CITY OF BRENHAM
200 W VULCAN
BRENHAM, TX 77833

BILL TO: CITY OF BRENHAM
PO BOX 1059
BRENHAM, TX 77834-1059

INVOICE DATE	SHIPPED	ORDER NO.
05/31/21	05/31/21	12004611-00
P.O. NO.	PAGE #	TERMS
Pole Change Outs	1	NET 30 DAYS
INSTRUCTIONS		
SHIP POINT	SHIP VIA	
AUS		

Please remit all payments to:

Techline Construction, LLC
P.O. Box 674086
Dallas, TX 75267-4086

Please remit overnight payments to:

Techline Construction, LLC
Compass Bank - Dallas Lockbox Dept.
Attn: Lockbox 674086
4400 Amon Carter Blvd., Ste 110
Fort Worth, TX 76155-2699

LINE NO.	QUANTITY ORDERED	QUANTITY B.O.	PRODUCT AND DESCRIPTION	QTY. SHIPPED	QTY. U/M	UNIT PRICE	AMOUNT (NET)
***** Email all invoices, credits, debits, & statements to ap@cityofbrenham.org ***** ***** Pole Change Outs in Various Locations Original Bid \$51,127.00 Extra \$14,911.57 *****							
1	1	0	OEC-CREW-521206 Distribution Electric Construction 521206	1	ea	51127.00	51127.00
2	1	0	OEC-CREW-521206 Distribution Electric Construction 521206	1	ea	14911.57	14911.57
2	Lines Total		Qty Shipped Total	2	Total Invoice Total		66038.57

PURCHASE ORDER 21-13034
INV. QTY. & RECEIVER OK ☒
AUTHORIZED APPROVAL ☒
CHECKED BY ☒

PO 21-13034
102-5-161-804.20
Proj 61C-194C

APPROVED
BY: [Signature]
DATE: 7-21-21

APPROVED
BY: [Signature]
DATE: 7/21/21
\$12,453.57
Agreement
overage

Last Page

Past due invoices will accrue interest at the rate of one and one-half percent (1.5%) per month (18% per year).

Purchase Orders - (Drill Down)

File Edit Functions Options Help Chat



P.O. Number	21-13034	Ordered	63,585.00	Receipt	66,038.57	Out	0.00
Req. Number	21-11574	Variance	12,453.57	Voided	10,000.00		

Item Distribution Additional Pending Invoices Misc. Req Approval Comments / Notes

Vendor Set	01-BRENHAM ACCOUNTS PAYABLI	Status	Completed
Vendor	47152 TECHLINE CONSTRUCTION, I	Issued	3/19/2021
Department	161	Est. Delivery	3/19/2021
Approved by	ALTON SOMMERFIELD	Last Receipt	7/27/2021
Ordered by	JASON LANGE	Completion	7/27/2021
Summary Desc	FY21 ROTTEN POLE CHNGOUT		

P.O. Description **REQ NO. 21-11574**
CONTRACTOR TO CHANGEOUT 13 POLES AT VARIOUS
LOCATIONS THROUGHOUT THE CITY WHICH WILL BE
DERTERMINED BY THE COB. PROJECT APPROVED IN

Internal Notes

Return

Inquiry

asommerfielc

Electrical Distribution Construction Agreement

This Electrical Distribution Construction Agreement ("Agreement")
is made and entered into effective as of the date of the last to sign
below, by and between the City of Brenham Tx ("Owner")
and Techline Construction, LLC ("Contractor") _____.

Techline Construction LLC

[the Construction Drawings") and Contract No. 5045 Distribution
Construction Services between Lower Colorado River Authority (LCRA)
and Techline Construction, LLC dated October 1, 2018 (the
"Contract") are attached to this Agreement as Exhibit A and Exhibit B
respectively and are incorporated into it for all purposes. Both parties
agree to all provisions of the Construction Drawings and the Contract,
provided, however, that both the City, as Owner, and Contractor
acknowledge that this Agreement is issued under Section C of Contract
permitting LCRA'S Wholesale Customers to purchase under the
Contract, and provided further that Owner and Contractor agree that
LCRA is not a party to this Agreement between the Owner and the
Contractor, and that LCRA does not guarantee payment by Owner to
Contractor, warrant performance by Contractor to Owner or otherwise
assume any Liability under this Agreement to Owner or Contractor
(whether in tort (including negligence and strict liability) contract,
warranty, indemnity, contribution or otherwise).

Contractor has thoroughly examined the jobsite, the Construction drawings and other specifications applicable laws and regulations, and all other matters affecting the work to be performed, and has delivered its offer to the City of Breunham in the form of the Proposal by Techline Construction, LLC to the City of dated 2-22-21 (the "Proposal"). The Proposal is attached to this Agreement as Exhibit C and incorporated into it for all purposes.

Contractor shall furnish all labor, construction equipment, transportation, subcontracting, and other required services to complete the work described in the Contract Documents, specifications, and Construction Drawings and the Contract Documents.

Contractor agrees to perform the work and Owner agrees to pay the Contractor in accordance with the prices listed in the Proposal and in any change orders executed by the parties.

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EXHIBIT A

Construction Drawings {complete title}

City Furnished Pictures and Maps

EXHIBIT B

**Contract No. 5045 Distribution Construction Services between Lower
Colorado River Authority and Techline Construction, LLC dated**

October 1, 2018.

City has contract prices

EXHIBIT C

Proposal by Techline Construction, LLC to the City of

Brenham Dated 2/22/2021

Techline Construction estimates the total cost of labor and equipment

to complete the project or projects to be known as Pole Change Out

At Various Locations x 13 Poles. for the City of Brenham

will be \$51,127.00. ^{not to exceed 53,585.00} Any added or unusual work will be done by

Techline Construction for extra compensation.

The City of Brenham will hydrovac all necessary holes, so each pole can be properly changed out. There is no mobilization charge in this bid. If Techline has to leave the project due to any fault of the City of Brenham there will be a mobilization charge of \$479.00 per hour, for each hour it takes for Techline to transport equipment and return men to their vehicles and travel back to Brenham to begin work.

**Thank you,
Don Lawyer
President
Techline Construction, LLC**

**SIGNATURE PAGE TO ELECTRICAL DISTRIBUTION CONSTRUCTION
AGREEMENT BETWEEN CITY OF Branham
AS OWNER, AND TECHLINE CONSTRUCTION, LLC, AS CONTRACTOR**

EXECUTED EFFECTIVE as of the date of the last to sign below.

CONTRACTOR

Techline Construction, LLC

By: Don Lawler

Name: Don Lawler

Title: President

Date: 2-22-21

OWNER

City of _____

By: _____

Name: _____

Title: _____

Name: _____

51,127.80



2x1a

MECHLINE

CONSTRUCTION, LLC

1491157

Jason Lange langead.cityofbrenham.org

PO#

2019 1			
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Foreman	4	\$ 60.18	\$ 240.72
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Lineman	4	\$ 57.12	\$ 228.48
---------	---	----------	-----------

Lineman	4	\$ 57.12	\$ 228.48
---------	---	----------	-----------

Operator	4	\$ 44.88	\$ 179.52
----------	---	----------	-----------

Groundman	4	\$ 38.76	\$ 155.04
-----------	---	----------	-----------

Pickup	4	\$ 30.60	\$ 122.40
--------	---	----------	-----------

Bucket	4	\$ 59.16	\$ 236.64
--------	---	----------	-----------

Bucket	4	\$ 59.16	\$ 236.64
--------	---	----------	-----------

Bucket			\$	-
--------	--	--	----	---

Digger	4	\$ 65.28	\$ 261.12
--------	---	----------	-----------

Material Trl			\$	-
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Pole Trl			\$	-
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Tensioner			\$	-
-----------	--	--	----	---

			\$	-
--	--	--	----	---

		Total	\$ 1,889.04
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HOURLY CONSTRUCTION

Pole 2			
UNIT			TOTAL
Foreman	5	\$ 60.18	\$ 300.90
Lineman	5	\$ 57.12	\$ 285.60
Lineman	5	\$ 57.12	\$ 285.60
Operator	5	\$ 44.88	\$ 224.40
Groundman	5	\$ 38.76	\$ 193.80
Pickup	5	\$ 30.60	\$ 153.00
Bucket	5	\$ 59.16	\$ 295.80
Bucket	5	\$ 59.16	\$ 295.80
Bucket			\$ -
Digger	5	\$ 65.28	\$ 326.40
Material Trl			\$ -
Pole Trl			\$ -
Tensioner			\$ -
			\$ -
		Total	\$ 2,361.30

HOURLY CONSTRUCTION

Pole 3			
UNIT			TOTAL
Foreman	6	\$ 60.18	\$ 361.08
Lineman	6	\$ 57.12	\$ 342.72
Lineman	6	\$ 57.12	\$ 342.72
Operator	6	\$ 44.88	\$ 269.28
Groundman	6	\$ 38.76	\$ 232.56
Pickup	6	\$ 30.60	\$ 183.60
Bucket	6	\$ 59.16	\$ 354.96
Bucket	6	\$ 59.16	\$ 354.96
Bucket			\$ -
Digger	6	\$ 65.28	\$ 391.68
Material Trl			\$ -
Pole Trl			\$ -
Tensioner			\$ -
			\$ -
		Total	\$ 2,833.56

HOURLY CONSTRUCTION

Pole 4			
UNIT			TOTAL
Foreman	2	\$ 60.18	\$ 120.36
Lineman	2	\$ 57.12	\$ 114.24
Lineman	2	\$ 57.12	\$ 114.24
Operator	2	\$ 44.88	\$ 89.76
Groundman	2	\$ 38.76	\$ 77.52
Pickup	2	\$ 30.60	\$ 61.20
Bucket	2	\$ 59.16	\$ 118.32
Bucket	2	\$ 59.16	\$ 118.32
Bucket			\$ -
Digger	2	\$ 65.28	\$ 130.56
Material Trl			\$ -
Pole Trl			\$ -
Tensioner			\$ -
			\$ -
		Total	\$ 944.52

HOURLY CONSTRUCTION

Pole 5			
UNIT			TOTAL
Foreman	8.5	\$ 60.18	\$ 511.53
Lineman	8.5	\$ 57.12	\$ 485.52
Lineman	8.5	\$ 57.12	\$ 485.52
Lineman	8.5	\$ 57.12	\$ 485.52
Lineman	8.5	\$ 57.12	\$ 485.52
Operator	8.5	\$ 44.88	\$ 381.48
Operator	8.5	\$ 44.88	\$ 381.48
Groundman	8.5	\$ 38.76	\$ 329.46
Groundman	8.5	\$ 38.76	\$ 329.46
Pickup	8.5	\$ 30.60	\$ 260.10
Bucket	8.5	\$ 59.16	\$ 502.86
Bucket	8.5	\$ 59.16	\$ 502.86
Bucket	8.5	\$ 59.16	\$ 502.86
Bucket	8.5	\$ 59.16	\$ 502.86
Digger	8.5	\$ 65.28	\$ 554.88
Material Trl			\$ -
Pole Trl			\$ -
Tensioner			\$ -
			\$ -
		Total	\$ 6,701.91

HOURLY CONSTRUCTION



PO#			
Crew:			
Pole 14			
UNIT			TOTAL
Foreman			\$ -
Lineman	1	\$ 57.12	\$ 57.12
Lineman	1	\$ 57.12	\$ 57.12
App Lineman			\$ -
App Lineman			\$ -
Operator			\$ -
Operator			\$ -
Groundman			\$ -
Pickup			\$ -
Bucket			\$ -
Bucket			\$ -
Bucket			\$ -
Digger			\$ -
Material Trl			\$ -
Pole Trl			\$ -
Tensioner			\$ -
Vac	1	\$ 67.00	\$ 67.00
		Total	\$ 181.24



Regular City Council
AGENDA ITEM 4-G.

Agenda Item: Approve the Assignment of Lease to Global Air Transport Limited Liability Company and a New Ground-Space Lease Agreement with Global Air Transport Limited Liability Company (Brian Schelde) for Hangar Space at the Brenham Municipal Airport addressed as 3187 Aviation Way and Authorize the Mayor Pro Tem to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-October 14, 2021

Department: 148 - Airport

Staff Contact: Kim Hodde

Classification: Consent

SUMMARY STATEMENT:

Hat Creek Aviation, LLC sold their hangar located at 3187 Aviation Way to Global Air Transport Limited Liability Company (Brian Schelde); therefore, new a lease agreement needs to be executed with Global Air Transport Limited Liability Company. Execution of this new lease agreement will terminate the previous lease agreement with Hat Creek Aviation. The total lease area for the hangar is 11,200 square feet. The lease agreement is the City's standard ground space lease for \$0.10 cents per square foot and the lease rate may increase up to \$0.02 per square foot in a five-year period as the prevailing rates change. The lender is also requiring a Consent and Assignment of Lease letter. Cary Bovey has reviewed all of the documents and found them to be acceptable.

ATTACHMENTS:

- (1) Memorandum of Ground Lease
- (2) Ground space lease agreement - 3187 Aviation Way

RELEVANCE TO COMPREHENSIVE PLAN:

Continued focus and improvements to the Brenham Municipal Airport are in line with the Economic Opportunity Goal E03 of the City of Brenham's Comprehensive Plan.

RECOMMENDED ACTION:

Approve the Assignment of Lease to Global Air Transport Limited Liability Company and a new Ground-Space Lease Agreement with Global Air Transport Limited Liability Company (Brian Schelde) for 3187 Aviation Way and authorize the Mayor Pro Tem to execute any necessary documentation.

50

MEMORANDUM OF GROUND LEASE

STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WASHINGTON

“NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER AND YOUR DRIVER’S LICENSE NUMBER.”

This MEMORANDUM OF GROUND LEASE (this “*Memorandum*”) is made and entered into effective as of the 16 day of September, 2021, by and between City of Brenham, a Texas Municipal Corporation (“*Landlord*”), and Global Air Transport Limited Liability Company (“*Tenant*”).

RECITALS:

- A. Landlord and Tenant are parties to that certain Ground Lease Agreement dated effective as of the 16 day of September, 2021 (as amended, the “*Ground Lease*”).
- B. Landlord and Tenant are also parties to that certain Amended Lease Agreement dated August 2, 2018 by and between the City of Brenham as Landlord and Hat Creek Aviation, LLC and John Richardson as Tenant, the rights of the said Hat Creek Aviation, LLC and John Richardson as Tenant having been assigned to Global Air Transport Limited Liability Company.
- C. Landlord and Tenant desire to execute this Memorandum for purposes of recording and giving notice of the existence of the Ground Leases described above.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants contained in the Ground Lease, Landlord and Tenant hereby agree as follows:

- 1. **Lease of Property.** Upon the terms and conditions stated in the Ground Lease, Landlord has leased to Tenant certain real property being a space of land located at the Brenham Municipal Airport, north of the City of Brenham and depicted in Exhibit A attached hereto and together with all rights appurtenant thereto (collectively, the “*Property*”). Exhibit A and the Ground Lease are incorporated into this Memorandum by reference for all purposes.
- 2. **Term.** The term of the Ground Lease extends from the “Commencement Date” (as defined in the Ground Lease, the same being the 16 day of September, 2021 to September 16, 2051, unless sooner terminated, or extended, as provided in the Ground Lease.
- 3. **Filing and Notice.** This Memorandum is executed and recorded solely for the purpose of giving notice of the Ground Lease and of certain terms set forth in the Ground Lease. Landlord acknowledges Landlord’s consent to the recording of this Memorandum in the Real Property Records of Washington County, Texas for such purpose.
- 4. **Release.** Following the expiration (or earlier termination) of the Ground Lease, Tenant agrees to execute, upon Landlord’s request, an instrument in recordable form terminating, releasing and

discharging this Memorandum.

5. **Conflicts.** In the event of any conflict between the terms of the Ground Lease and the terms of this Memorandum, the terms of the Ground Lease shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the day and year first above written.

LANDLORD:

CITY OF BRENHAM, a Texas Municipal Corporation

By: _____

Name: _____

Title: _____

TENANT:

Global Air Transport Limited Liability Company.

By: Bryan Lynn Schelde
Bryan Lynn Schelde, Managing Member

By: Margaret A. Schelde
Margaret Schelde, Managing Member

State of Texas §

County of _____ §

On _____, 2021 before me, the undersigned, a Notary Public in and for said state, personally appeared _____, _____ on behalf of the City of Brenham, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

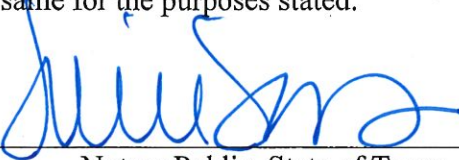
Notary Public, State of Texas

State of Texas §
County of Washington Austin §

On Sept. 16, 2021 before me, the undersigned, a Notary Public in and for said state, personally appeared Bryan Lynn Schelde and Margaret Schelde, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same for the purposes stated.

WITNESS my hand and official seal.





Notary Public, State of Texas

EXHIBIT A

Legal Description of the Land

All of that certain tract or parcel of land, together with all improvements located thereon, commonly known as 3187 Aviation Way, Brenham, Texas 77833, as depicted in Exhibit "A" attached hereto and made a part hereof for all pertinent purposes, and being situated at the Brenham Municipal Airport, lying in the John Cole Survey, Abstract No. 32, Washington County, Texas, said Brenham Municipal Airport being comprised of a series of tracts of property which are more fully described in Exhibit "B" attached hereto and made a part hereof for all pertinent purposes.

Being the same property described in Leasehold Deed of Trust dated July 27, 2020, executed by Hat Creek Aviation, LLC and John Richardson to Citizens State Bank, recorded in Volume 1739, Page 403, Official Records of Washington County, Texas.

Being the same property described in Consent to Leasehold Deed of Trust dated effective July 27, 2020, executed by the City of Brenham, Texas by James Fisher, City Manager, as Landlord; and Hat Creek Aviation, LLC and John Richardson as Lessor/Tenant, recorded in Volume 1739, Page 414, Official Records of Washington County, Texas.

Also being the same property described in

Consent to Leasehold Deed of Trust dated September __, 2021, executed by the City of Brenham, Texas as Landlord; and Global Air Transport Limited Liability Company as Tenant, recorded in Volume _____, Page _____, Official Records of Washington County, Texas or to be recorded in the Official Records of Washington County, Texas.

3187 Auction Way

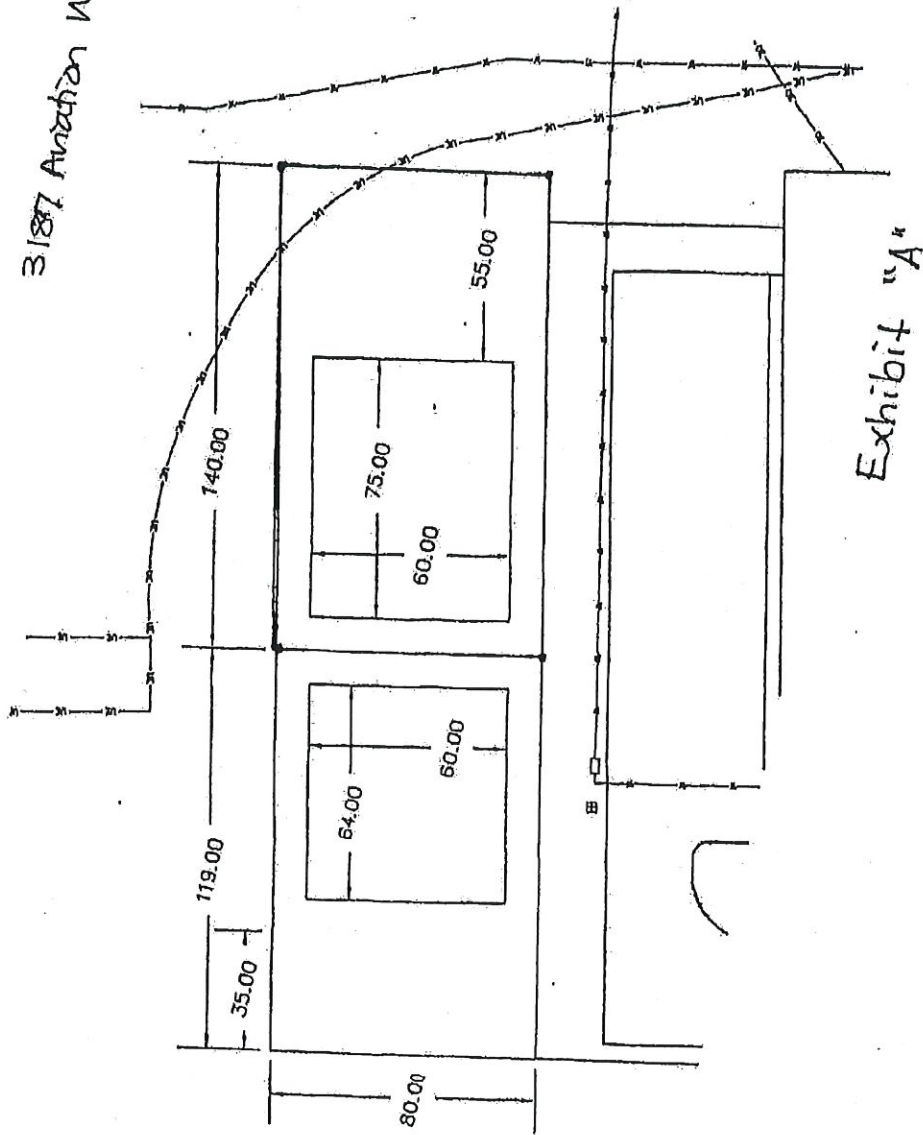


EXHIBIT "B"

Brenham Municipal Airport is comprised of those certain tracts or parcels of land lying and being situated in the John Cole Survey (A-32), of Washington County, Texas more particularly described as follows; to-wit:

TRACT 1:

All that certain tract or parcel of land, containing 46.622 acres, more or less, lying and being situated in the J.W. Cole League and the E. Alcorn $\frac{1}{4}$ League, Washington County, Texas, and being the same tract of land described by General Warranty Deed dated March 8, 1963, from Raymond Jeske, et ux to City of Brenham, and recorded in Volume 251, Page 470, of the Deed Records of Washington County, Texas.

TRACT 2:

All that certain tract or parcel of land, containing 31.125 acres, more or less, situated in Washington County, Texas, out of the J.W. Cole League, and being the same tract of land described by General Warranty Deed dated February 15, 1964, from Lillie Mae Caraway to City of Brenham, and recorded in Volume 251, Page 559 of the Deed Records of Washington County, Texas.

TRACT 3:

All that certain tract or parcel of land, containing 31.125 acres, more or less, situated in Washington County, Texas, out of the J.W. Cole League, and being the same tract of land described by General Warranty Deed dated February 15, 1964, from Lillie Mae Caraway-Dockery, et vlr, to City of Brenham, and recorded in Volume 251, Page 561, of the Deed Records of Washington County, Texas.

TRACT 4:

All that certain tract or parcel of land, containing 16.395 acres, more or less, situated in Washington County, Texas, out of the J.W. Cole League, and being the same tract of land described by General Warranty Deed dated February 15, 1964, from Pearl Robinson, et vlr to City of Brenham, and recorded in Volume 251, Page 562, of the Deed Records of Washington County, Texas.

TRACT 5:

All that certain tract or parcel of land, containing 19.036 acres of land, more or less, situated in Washington County, Texas, out of the J.W. Cole League, and being the same tract of land described by General Warranty Deed dated March 16, 1964, from Robble Lee Alcorn Ross, et al to City of Brenham, Texas, and recorded in Volume 251, Page 564, of the Deed Records of Washington County, Texas.

TRACT 6:

All that tract or parcel of land containing 28.994 acres of land, more or less, situated in Washington County, Texas, out of the J.W. Cole League, and being the same tract of land described by General Warranty Deed dated February 26, 1964, from B.T. Hogan, et al to City of Brenham, Texas, and recorded in Volume 253, Page 101 of the Deed Records of Washington County, Texas.

TRACT 7:

All those certain tracts or parcels of land lying and being situated in Washington County, Texas, described as TRACT ONE, TWO, THREE, FOUR, FIVE, and SIX, collectively containing 29,520.8 acres of land, more or less, out of the John Cole Survey, A-32, and being the same tracts described by Warranty Deed dated January 20, 1989 from Joyce Smith to City of Brenham, Texas, and recorded in Volume 599, Page 13, of the Official Records of Washington County, Texas.

LEASE AGREEMENT: CITY OF BRENHAM, TEXAS TO AND WITH GLOBAL AIR TRANSPORT, LIMITED LIABILITY COMPANY

THE STATE OF TEXAS
COUNTY OF WASHINGTON

This Lease Agreement made and entered into by and between CITY OF BRENHAM, a Texas Municipal Corporation, hereinafter called "Lessor" and GLOBAL AIR TRANSPORT, Limited Liability Company, hereinafter called "Lessee":

WITNESSETH:

Lessor, in consideration of the premises and the covenants and agreements herein undertaken to be kept and performed by Lessee does lease unto said Lessee the following described property situated in Washington County, Texas, to have and to hold all and singular the said premises and improvements thereon, together with the rights, privileges and appurtenances thereunto belonging unto said Lessee under the following terms and provisions:

ARTICLE I – PREMISES AND PRIVILEGES

A. DESCRIPTION OF PREMISES.

For and in consideration of the terms, conditions, and covenants of this Lease to be performed by Lessee, all of which Lessee accepts, City hereby leases to Lessee the premises being an area located on the City of Brenham Municipal Airport, north of the CITY OF BRENHAM, TEXAS and being a space of land located as shown on the attached "EXHIBIT A".

Lessee accepts the premises in their present condition subject to and including all defects and Lessee will, without expense to City, repair and maintain any installations thereon and remove, or cause to be removed, any debris, buildings or improvements to the extent required for Lessee's use thereof.

B. TERM.

The term of said lease is for a period of thirty (30) years commencing September 16, 2021 and terminating September 16, 2051. The rent for the first year shall be ten (\$.10) cents per square foot per year for 11,200 square feet, payable annually on the anniversary hereof. Any rental fee not paid by the tenth of the month is subject to a late fee of five (\$5) dollars. The Lessee acknowledges and agrees that the City reserves the right to adjust the Lease rental rate in an amount not to exceed an increase of two (\$.02) cents per square foot in a five (5) year period.

C. ACCESS.

Upon paying the rental hereunder and performing the requirements of this Lease, Lessee shall have the right of access to and from said premises over such roadway(s), as may be designed for that purpose and the right of access to and from the landing area for airplanes over taxiways and aircraft parking ramps as provided by City at its sole discretion. Said roadway(s), aircraft parking ramps and taxiways shall be used jointly with other airport tenants, but not for the conduct of business of another Lessee's premises and Lessee shall not interfere with the rights and privileges of other persons or firms using said facilities and shall be subject to such weight and type use restrictions as the City Council deems necessary.

D. OBJECTS AND PURPOSES OF LEASE.

Lessee is hereby granted the right and privilege to use the leased area for aviation related activities, being those provided by a Corporate Hangar Operator. Lessee shall have the uses and rights to build a private, corporate hangar to house its own privately-owned aircraft, all of which shall be subject to the terms set forth:

Lessee shall not use the premises for any purposes other than those authorized herein, without the prior written consent of City. Specifically, Lessee will not store fuel, nor do any aircraft maintenance on aircraft other than the aircraft owned or contracted by Lessee.

It is understood and agreed that nothing herein shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308(a) of the Federal Aviation Act of 1958, [49 USCA Chapter 471 or successor statute].

E. CITY'S RESERVED RIGHTS.

1. Development. City, at its sole discretion, reserves the right to further develop or improve the aircraft operating area of the airport as it sees fit and to take action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent Lessee from erecting or permitting to be erected, any building or other structure on the Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft.
2. Oil, Gas, Mineral Interests. It is understood and agreed that this Lease is made subject and subordinate to the terms of any oil, gas, and other mineral interest; leases; or right-of-way easements of any nature that may have been executed heretofore.

City agrees that (1) if it should, as a mineral owner under the premises, develop all or part of the Airport for oil, gas or other mineral purposes, no well will be drilled or other operations conducted on the leased premises, and (2) in the event it should hereafter execute an oil, gas or other mineral lease in favor of a third party covering the Airport area, or a portion thereof, it will cause such lease to contain a provision that the Lessee therein will not conduct any of its drilling or other operations on the land covered by this Lease, or in a manner which would unreasonably interfere with Lessee's use and enjoyment of the premises.

3. Other Contracts. This lease shall be subordinate to the provisions of any existing or future agreement between the City and the United States, relative to the operation or maintenance of the airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to City of federal funds for the development of the Airport.
4. Other Leases. Nothing herein contained shall limit City with respect to granting of leases to other aviation tenants under other terms as herein set forth or to granting of leases for non-commercial aviation or non-aviation purposes at terms different from those set forth herein.

F. PROHIBITED USES.

Lessee shall not use or permit the use of any part of the premises in any other manner than set out in Section D of this Lease. Some specific activities prohibited are as follows:

1. Auto rental service.
2. Food sales (except the sale of confections and refreshments prepared and packaged off the leased premises through either coin-operated vending machines or over the counter or in the waiting area, and other foods prepared and packaged off the leased premises for food trays for private or charter flights) at the leased premises.
3. Sales of alcoholic beverages at the leased premises, except with City approval.
4. Sales, advertisement, or storage of non-aviation products.
5. Storage, transfer, or sale of fuel.
6. Any sublease which allows further sublease by Lessee's tenant
7. Any use prohibited by law.

G. EXPIRATION.

Upon the expiration of this Lease,

1. The city may purchase building and improvements on the lease area at a fair market value as determined by an Independent Appraiser mutually agreeable to the city and the Lessee, all fees for such appraisal services to be paid by the Lessee, or
2. The city may enter into a new lease agreement for the lease area.

H. DEFAULT.

Any of the following events constitutes default:

1. An act of the Lessee which is in variation with the site plan and is not corrected after 30 days' notice by Lessor to Lessee of said default,
2. The nonperformance by Lessee of any other covenant or condition of this lease which is not cured within thirty (30) days after written notice thereof from Lessor, or
3. The subjection of any of Lessee's property to any levy, seizure, assignment, application, or sale for or by any creditor or governmental agency.

I. LESSOR'S RIGHTS UPON DEFAULT.

On the occurrence of any of the events defined as constituting "default", Lessor may without notice to or demand on Lessee, take possession of the leased property and lease the same or any portion thereof, for such period and such rental, and to such persons, as Lessor shall elect.

J. MORTGAGE OF LEASEHOLD INTEREST.

Lessee shall have the right subject to City Manager approval to place a first mortgage lien upon its leasehold. Any approved lender shall notify City of all action taken by it in the event payments on such loans shall become delinquent.

ARTICLE II – OBLIGATIONS OF LESSEE

A. NET LEASE: MAINTENANCE AND OPERATION.

The use and occupancy of the leased premises by Lessee will be without cost or expense to City. It shall be the sole responsibility of Lessee to construct, maintain, repair, and operate the entirety of the leased premises and any improvements and facilities constructed thereon at Lessee's sole cost and expense except as specifically set forth in this article.

Lessee shall maintain the leased premises at all times in a safe, neat, and attractive condition and shall not permit the accumulation of any trash or debris on the premises. Lessee shall repair all damages to said premises caused by its employees, patrons, or its operation thereon; shall maintain and repair all buildings, pavements, equipment, and improvements; and shall repaint the buildings, as necessary. Lessee shall pay all taxes against the property and indemnify City from any tax lien.

City reserves the right to make periodic inspection of leased premises and improvements and equipment therein during normal business hours.

City, in its reasonable discretion, shall be the sole judge of the quality of maintenance that shall uniformly apply to all airport tenants. Upon written notice by City to Lessee, Lessee shall be required to perform whatever reasonable maintenance City deems necessary. If said maintenance is not undertaken by Lessee within ten (10) days after receipt of written notice, City shall have the right to enter upon the leased premises and perform the necessary maintenance, the cost of which shall be borne by Lessee.

B. ALTERATIONS TO AND CONDITIONS OF PREMISES.

Any change in exterior paint colors shall be subject to the prior written approval of the City of Brenham. Lessee agrees not to construct, install, remove and/or materially modify any of the buildings or premises leased hereunder without prior written approval of the City of Brenham subject to the conditions considered by City to be necessary.

Lessee shall not remove or demolish, in whole or in part, any improvements upon the premises without the prior written consent of City, which may, at its discretion, condition such consent upon the obligation of Lessee to replace the same by an improvement specified in such consent.

C. TRASH, GARBAGE, LANDSCAPING.

Lessee shall provide a complete and proper arrangement of the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage, and other refuse caused as a result of the operation of its business. Lessee shall provide and use approved receptacles for all such garbage, trash, and other refuse. Piling of boxes, cartons, barrels, or other similar items in an unattractive or unsafe manner, on or about the leased premises, is prohibited.

Lessee shall be responsible for maintaining suitably attractive yard-appearance, as follows: Lessee shall be responsible for groundskeeping and shall screen any outside storage or work areas by the use of an opaque fence or other suitable opaque barrier so that such storage or work areas shall be hidden from public view from the street.

Lessee is specifically responsible for mowing (and to ensure that weed or grass growth is never allowed in excess of that allowed by City weed ordinance requirements) and removal of weeds from around fences and buildings for the area within ten feet of the property shown on the attached Exhibit "A". Lessee is encouraged to provide additional landscaping beyond the minimum required by City to assist in enhancing Airport appearance.

D. SIGNS.

Lessee may not install identifying signs on the leased premises except with the written permission of City Manager.

E. UTILITIES.

Lessee shall assume and pay for all costs or charges for utility services furnished to Lessee during the term hereof; provided, however, that Lessee shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense; and Lessee shall pay for any and all service charges incurred therefor.

F. FIELD USE CHARGES.

Nothing herein shall be deemed to relieve Lessee and its tenants, sublessees, patrons, invitees, and others from field landing fees, nor its guests from fuel flowage fees, as are levied by City or the Fixed Base Operator.

G. PAYMENTS DUE.

Lessee agrees that no payments owed by Lessee of any nature whatsoever to City, including payment in advance for service charges, such as garbage collection, or any other sums of any character whatsoever, shall become delinquent or in arrears.

H. COMPLIANCE WITH RULES.

Lessee will comply with any and all federal or state laws, rules and regulations, and all regulations made by the City of Brenham and approved by the City Council.

I. NONDISCRIMINATION/FEDERALLY REQUIRED ASSURANCES.

Lessee, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby agree that "as a covenant running with the land" (1) no person on the grounds of race, color, sex, creed, national origin, or handicapped status shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, or in the construction of any improvements on, or under such land, or the furnishing of services thereof, and (2) that Lessee shall use the premises in compliance with and conduct its operations in accordance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, or Section 504 of the Rehabilitation of 1973 (23 USC 794) and 49 CFR Part 27 and as said regulations may be amended, and that Lessee will comply with such enforcement procedures as the United States might demand that City take.

J. FAA AND OTHER APPROVAL OF USE.

Lessee agrees to secure approval from the Federal Aviation Administration concerning the height and location of all buildings or improvements or modifications thereof which may be constructed or installed on the leased premises and to satisfy any applicable environment or other requirements of federal, state, and local authorities as to noise, smoke, fumes emissions, storm water, or other hazards or potential hazards or other offensive uses, if any, which may occur as a result of Lessee's operations on the premises.

K. NON-INTERFERENCE WITH OPERATION OF AIRPORT/EASEMENTS.

1. Lessee, by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not make use of the premises in any manner which might interfere with the landing and taking off of aircraft at Airport or otherwise constitute a hazard. If Lessee violates this, City reserves the right to enter upon the premises and remove the interference at the expense of the Lessee.
2. City shall maintain and keep in good repair the landing area of the Airport and shall have the right to direct and control all activities of the Lessee in this regard.
3. City shall retain an easement over, above and on the premises in relation to aircraft noise and the utilization of the air space for the purposes of the operation of said Airport.

L. LESSEE AUTHORITY.

The officers of the Lessee which execute this lease represent and promise that they are duly authorized by corporate resolution or other appropriate authorization to execute the same on behalf of Lessee.

ARTICLE III – OTHER CONDITIONS

1. Lessee agrees to pay all public utility charges that may be assessed, including charges for gas, electric, water and any other utility charge.
2. Any holding over by Lessee or his successors, at the expiration or termination of this lease, in whatever manner its termination may be brought about, shall not operate as a renewal of this lease, but during the period of such holding over Lessee shall be a tenant at the will of Lessor.
3. Lessee shall maintain property and casualty insurance in amounts satisfactory with Lessor and shall provide for public liability insurance in the amount of ONE MILLION AND NO/100 (\$1,000,000.00) DOLLARS in order to protect Lessor against claims arising because of the operation of Lessee. Lessee shall give evidence of insurability. CITY OF BRENHAM, TEXAS shall always be shown as an addition insured. Provided, however, if CITY OF BRENHAM, TEXAS so elects, it may take out said insurance and then prorate said costs to Lessee and any Sublessees on an equitable basis, as determined by CITY OF BRENHAM, TEXAS. The CITY OF BRENHAM reserves the right to require that the amount of any and all types of insurance may be increased upon the CITY OF BRENHAM giving thirty (30) days notice to Lessee or any sublessee.
4. The CITY OF BRENHAM requires that Lessee and users of Lessee's premises shall agree to be bound by all of the regular rules and regulations as may be set out by the F.A.A. as to pilots and their conduct and that they agree to abide by any and all local rules that may be approved by the City Council of the CITY OF BRENHAM, TEXAS, for pilots at the CITY OF BRENHAM MUNICIPAL AIRPORT and as may be adopted by the AIRPORT ADVISORY COMMITTEE of the CITY OF BRENHAM, TEXAS. Lessee shall agree that in the event he is found not to have abided by the rules or does not correct a situation required to be corrected by the City of Brenham, then and in that event, he may lose his privilege to occupy the Hangar that is located on property being leased by the CITY OF BRENHAM, TEXAS.
5. This Lease is governed by the laws of the State of Texas and performable in Washington County, Texas.
6. If any provision herein is held to be invalid in a court of law, the invalidity of such provision shall in no way affect the validity of any other provision.
7. Any notice required herein shall be effective upon mailing to the address described herein by depositing said notice in the mail, certified mail – return receipt requested.

APPROVED this the ____ day of _____, 2021.

CITY OF BRENHAM (LESSOR)

Milton Y. Tate, Jr., Mayor
City of Brenham
P. O. Box 1059
Brenham, TX 77834-1059

ATTEST:

Jeana Bellinger, City Secretary

**GLOBAL AIR TRANSPORT, LIMITED LIABILITY
COMPANY (LESSEE)**

A handwritten signature in blue ink, appearing to read "Margaret A. Schelde".

Global Air Transport, Limited Liability Company
Brian Schelde
P.O. Box 451
Seabrook, Texas 77586
(830) 613-6683
Gulf248@hotmail.com

3187 Aviation Way

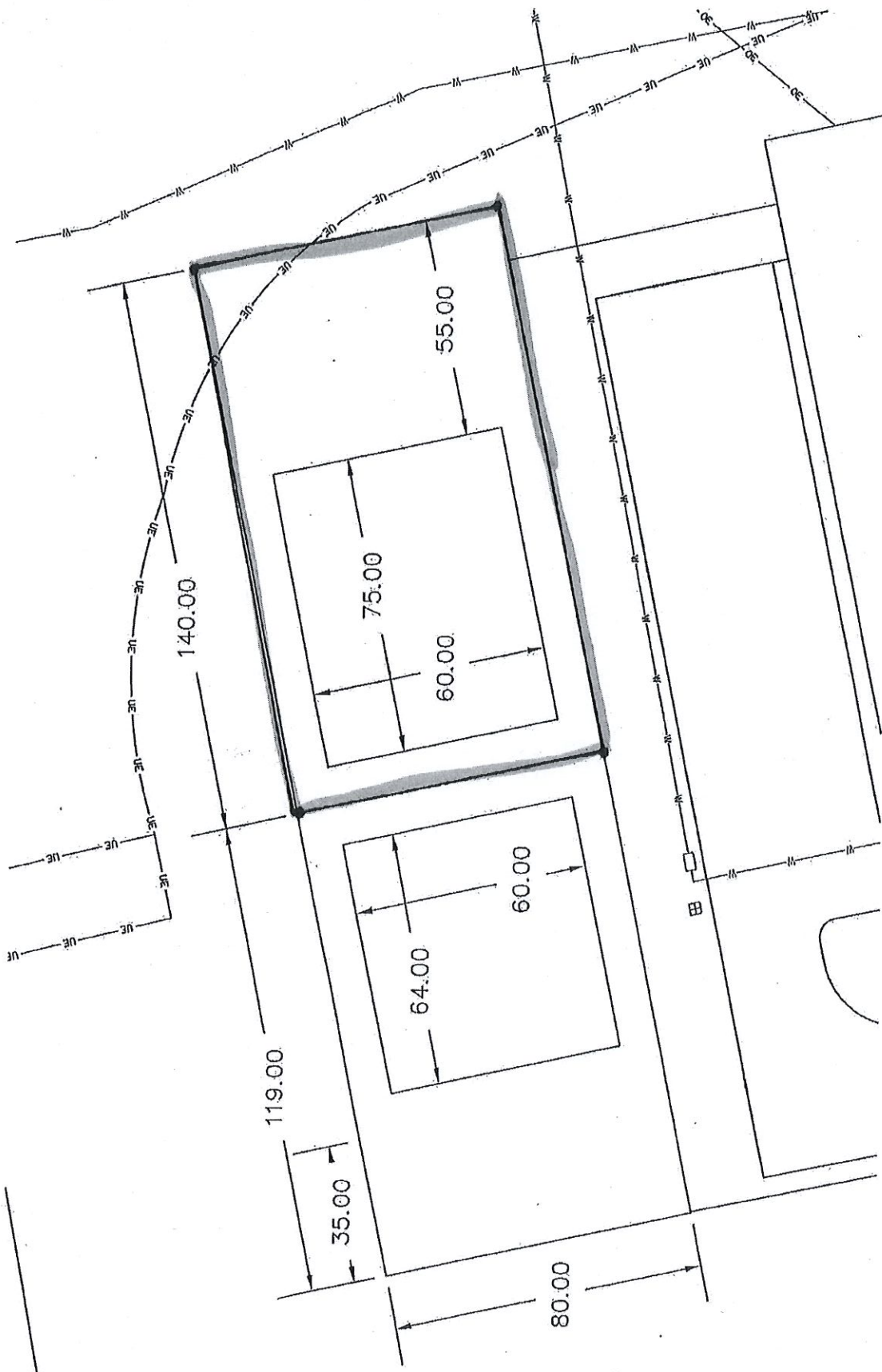


Exhibit "A"



Regular City Council
AGENDA ITEM 4-H.

Agenda Item: Approve Two (2) Ground-Space Lease Agreements with Todd Poehlmann for Hangar Space at the Brenham Municipal Airport (3175 Aviation Way, Hangars B-1 and B-4) and Authorize the Mayor Pro Tem to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-October 14, 2021

Department: 148 - Airport

Staff Contact: Kim Hodde

Classification: Consent

SUMMARY STATEMENT:

Mark Pollard sold his two hangars located at 3175 Aviation Way, hangars (B-1) and (B-4) to Todd Poehlmann; therefore, new lease agreements need to be executed with Mr. Poehlmann. Execution of these new lease agreements will terminate the previous lease agreements with Mark Pollard. The total lease area for hangar (B-1) is 1,051 square feet and the total lease area for hangar (B-4) is 1,239 square feet. The lease agreements are the City's standard ground space lease for \$0.10 cents per square foot and the lease rate may increase up to \$0.02 per square foot in a five-year period as the prevailing rates change.

ATTACHMENTS:

- (1) Ground space lease agreement B-1
- (2) Ground space lease agreement B-4
- (3) Request for termination of lease from Mark Pollard
- (4) Bill of Sale - Pollard to Poehlmann

RELEVANCE TO COMPREHENSIVE PLAN:

Continued focus and improvements to the Brenham Municipal Airport are in line with the Economic Opportunity Goal E03 of the City of Brenham's Comprehensive Plan.

RECOMMENDED ACTION:

Approve the ground space lease agreements with Todd Poehlmann for 3175 Aviation Way – hangars (B-1) and (B-4) and authorize the Mayor Pro Tem to sign any necessary documentation.

LEASE AGREEMENT: CITY OF BRENHAM, TEXAS TO AND WITH TODD POEHLMANN (3175 AVIATION WAY – B-1)

THE STATE OF TEXAS
COUNTY OF WASHINGTON

This Lease Agreement made and entered into by and between CITY OF BRENHAM, a Texas Municipal Corporation, hereinafter called "Lessor" and TODD POEHLMANN, hereinafter called "Lessee":

WITNESSETH:

Lessor, in consideration of the premises and the covenants and agreements herein undertaken to be kept and performed by Lessee does lease unto said Lessee the following described property situated in Washington County, Texas, to have and to hold all and singular the said premises and improvements thereon, together with the rights, privileges and appurtenances thereunto belonging unto said Lessee under the following terms and provisions:

ARTICLE I – PREMISES AND PRIVILEGES

A. DESCRIPTION OF PREMISES.

For and in consideration of the terms, conditions, and covenants of this Lease to be performed by Lessee, all of which Lessee accepts, City hereby leases to Lessee the premises being an area located on the City of Brenham Municipal Airport, north of the CITY OF BRENHAM, TEXAS and being a space of land located as shown on the attached "EXHIBIT A".

Lessee accepts the premises in their present condition subject to and including all defects and Lessee will, without expense to City, repair and maintain any installations thereon and remove, or cause to be removed, any debris, buildings or improvements to the extent required for Lessee's use thereof.

B. TERM.

The term of said lease is for a period of thirty (30) years commencing June 15, 2021 and terminating June 15, 2051. The rent for the first year shall be ten (\$.10) cents per square foot per year for 1,051 square feet, payable annually on the anniversary hereof. Any rental fee not paid by the tenth of the month is subject to a late fee of five (\$5) dollars. The Lessee acknowledges and agrees that the City reserves the right to adjust the Lease rental rate in an amount not to exceed an increase of two (\$.02) cents per square foot in a five (5) year period.

C. ACCESS.

Upon paying the rental hereunder and performing the requirements of this Lease, Lessee shall have the right of access to and from said premises over such roadway(s), as may be designed for that purpose and the right of access to and from the landing area for airplanes over taxiways and aircraft parking ramps as provided by City at its sole discretion. Said roadway(s), aircraft parking ramps and taxiways shall be used jointly with other airport tenants, but not for the conduct of business of another Lessee's premises and Lessee shall not interfere with the rights and privileges of other persons or firms

using said facilities and shall be subject to such weight and type use restrictions as the City Council deems necessary.

D. OBJECTS AND PURPOSES OF LEASE.

Lessee is hereby granted the right and privilege to use the leased area for aviation related activities, being those provided by a Corporate Hangar Operator. Lessee shall have the uses and rights to build a private, corporate hangar to house its own privately-owned aircraft, all of which shall be subject to the terms set forth:

Lessee shall not use the premises for any purposes other than those authorized herein, without the prior written consent of City. Specifically, Lessee will not store fuel, nor do any aircraft maintenance on aircraft other than the aircraft owned or contracted by Lessee.

It is understood and agreed that nothing herein shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308(a) of the Federal Aviation Act of 1958, [49 USCA Chapter 471 or successor statute].

E. CITY'S RESERVED RIGHTS.

1. Development. City, at its sole discretion, reserves the right to further develop or improve the aircraft operating area of the airport as it sees fit and to take action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent Lessee from erecting or permitting to be erected, any building or other structure on the Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft.

2. Oil, Gas, Mineral Interests. It is understood and agreed that this Lease is made subject and subordinate to the terms of any oil, gas, and other mineral interest; leases; or right-of-way easements of any nature that may have been executed heretofore.

City agrees that (1) if it should, as a mineral owner under the premises, develop all or part of the Airport for oil, gas or other mineral purposes, no well will be drilled or other operations conducted on the leased premises, and (2) in the event it should hereafter execute an oil, gas or other mineral lease in favor of a third party covering the Airport area, or a portion thereof, it will cause such lease to contain a provision that the Lessee therein will not conduct any of its drilling or other operations on the land covered by this Lease, or in a manner which would unreasonably interfere with Lessee's use and enjoyment of the premises.

3. Other Contracts. This lease shall be subordinate to the provisions of any existing or future agreement between the City and the United States, relative to the operation or maintenance of the airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to City of federal funds for the development of the Airport

4. Other Leases. Nothing herein contained shall limit City with respect to granting of leases to other aviation tenants under other terms as herein set forth or to granting of leases for non-commercial aviation or non-aviation purposes at terms different from those set forth herein.

F. PROHIBITED USES.

Lessee shall not use or permit the use of any part of the premises in any other manner than set out in Section D of this Lease. Some specific activities prohibited are as follows:

1. Auto rental service.
2. Food sales (except the sale of confections and refreshments prepared and packaged off the leased premises through either coin-operated vending machines or over-the-counter or in the waiting area, and other foods prepared and packaged off the leased premises for food trays for private or charter flights) at the leased premises.
3. Sales of alcoholic beverages at the leased premises, except with City approval.
4. Sales, advertisement, or storage of non-aviation products.
5. Storage, transfer, or sale of fuel.
6. Any sublease which allows further sublease by Lessee's tenant
7. Any use prohibited by law.

G. EXPIRATION.

Upon the expiration of this Lease,

1. The City may purchase building and improvements on the lease area at a fair market value as determined by an Independent Appraiser mutually agreeable to the City and the Lessee, all fees for such appraisal services to be paid by the Lessee, or
2. The City may enter into a new lease agreement for the lease area.

H. DEFAULT.

Any of the following events constitutes default:

1. An act of the Lessee which is in variation with the site plan and is not corrected after 30 days' notice by Lessor to Lessee of said default,
2. The nonperformance by Lessee of any other covenant or condition of this lease which is not cured within thirty (30) days after written notice thereof from Lessor, or

3. The subjection of any of Lessee's property to any levy, seizure, assignment, application, or sale for or by any creditor or governmental agency.

I. LESSOR'S RIGHTS UPON DEFAULT.

On the occurrence of any of the events defined as constituting "default", Lessor may without notice to or demand on Lessee, take possession of the leased property and lease the same or any portion thereof, for such period and such rental, and to such persons, as Lessor shall elect.

J. MORTGAGE OF LEASEHOLD INTEREST.

Lessee shall have the right subject to City Manager approval to place a first mortgage lien upon its leasehold. Any approved lender shall notify City of all action taken by it in the event payments on such loans shall become delinquent.

ARTICLE II – OBLIGATIONS OF LESSEE

A. NET LEASE: MAINTENANCE AND OPERATION.

The use and occupancy of the leased premises by Lessee will be without cost or expense to City. It shall be the sole responsibility of Lessee to construct, maintain, repair, and operate the entirety of the leased premises and any improvements and facilities constructed thereon at Lessee's sole cost and expense except as specifically set forth in this article.

Lessee shall maintain the leased premises at all times in a safe, neat, and attractive condition and shall not permit the accumulation of any trash or debris on the premises. Lessee shall repair all damages to said premises caused by its employees, patrons, or its operation thereon; shall maintain and repair all buildings, pavements, equipment, and improvements; and shall repaint the buildings, as necessary. Lessee shall pay all taxes against the property and indemnify City from any tax lien.

City reserves the right to make periodic inspection of leased premises and improvements and equipment therein during normal business hours.

City, in its reasonable discretion, shall be the sole judge of the quality of maintenance that shall uniformly apply to all airport tenants. Upon written notice by City to Lessee, Lessee shall be required to perform whatever reasonable maintenance City deems necessary. If said maintenance is not undertaken by Lessee within ten (10) days after receipt of written notice, City shall have the right to enter upon the leased premises and perform the necessary maintenance, the cost of which shall be borne by Lessee.

B. ALTERATIONS TO AND CONDITIONS OF PREMISES.

Any change in exterior paint colors shall be subject to the prior written approval of the City of Brenham. Lessee agrees not to construct, install, remove and/or materially modify any of the buildings or premises leased hereunder without prior written approval of the City of Brenham subject to the conditions considered by City to be necessary.

Lessee shall not remove or demolish, in whole or in part, any improvements upon the premises without the prior written consent of City, which may, at its discretion, condition such consent upon the obligation of Lessee to replace the same by an improvement specified in such consent.

C. TRASH, GARBAGE, LANDSCAPING.

Lessee shall provide a complete and proper arrangement of the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage, and other refuse caused as a result of the operation of its business. Lessee shall provide and use approved receptacles for all such garbage, trash, and other refuse. Piling of boxes, cartons, barrels, or other similar items in an unattractive or unsafe manner, on or about the leased premises, is prohibited.

Lessee shall be responsible for maintaining suitably attractive yard-appearance, as follows: Lessee shall be responsible for groundskeeping and shall screen any outside storage or work areas by the use of an opaque fence or other suitable opaque barrier so that such storage or work areas shall be hidden from public view from the street.

Lessee is specifically responsible for mowing (and to ensure that weed or grass growth is never allowed in excess of that allowed by City weed ordinance requirements) and removal of weeds from around fences and buildings for the area within ten feet of the property shown on the attached Exhibit "A". Lessee is encouraged to provide additional landscaping beyond the minimum required by City to assist in enhancing Airport appearance.

D. SIGNS.

Lessee may not install identifying signs on the leased premises except with the written permission of City Manager.

E. UTILITIES.

Lessee shall assume and pay for all costs or charges for utility services furnished to Lessee during the term hereof; provided, however, that Lessee shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense; and Lessee shall pay for any and all service charges incurred therefor.

F. FIELD USE CHARGES.

Nothing herein shall be deemed to relieve Lessee and its tenants, sublessees, patrons, invitees, and others from field landing fees, nor its guests from fuel flowage fees, as are levied by City or the Fixed Base Operator.

G. PAYMENTS DUE.

Lessee agrees that no payments owed by Lessee of any nature whatsoever to City, including payment in advance for service charges, such as garbage collection, or any other sums of any character whatsoever, shall become delinquent or in arrears.

H. COMPLIANCE WITH RULES.

Lessee will comply with any and all federal or state laws, rules and regulations, and all regulations made by the City of Brenham and approved by the City Council.

I. NONDISCRIMINATION/FEDERALLY REQUIRED ASSURANCES.

Lessee, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby agree that “as a covenant running with the land” (1) no person on the grounds of race, color, sex, creed, national origin, or handicapped status shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, or in the construction of any improvements on, or under such land, or the furnishing of services thereof, and (2) that Lessee shall use the premises in compliance with and conduct its operations in accordance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, or Section 504 of the Rehabilitation of 1973 (23 USC 794) and 49 CFR Part 27 and as said regulations may be amended, and that Lessee will comply with such enforcement procedures as the United States might demand that City take.

J. FAA AND OTHER APPROVAL OF USE.

Lessee agrees to secure approval from the Federal Aviation Administration concerning the height and location of all buildings or improvements or modifications thereof which may be constructed or installed on the leased premises and to satisfy any applicable environment or other requirements of federal, state, and local authorities as to noise, smoke, fumes emissions, storm water, or other hazards or potential hazards or other offensive uses, if any, which may occur as a result of Lessee’s operations on the premises.

K. NON-INTERFERENCE WITH OPERATION OF AIRPORT/EASEMENTS.

1. Lessee, by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not make use of the premises in any manner which might interfere with the landing and taking off of aircraft at Airport or otherwise constitute a hazard. If Lessee violates this, City reserves the right to enter upon the premises and remove the interference at the expense of the Lessee.
2. City shall maintain and keep in good repair the landing area of the Airport and shall have the right to direct and control all activities of the Lessee in this regard.
3. City shall retain an easement over, above and on the premises in relation to aircraft noise and the utilization of the air space for the purposes of the operation of said Airport.

L. LESSEE AUTHORITY.

The officers of the Lessee which execute this lease represent and promise that they are duly authorized by corporate resolution or other appropriate authorization to execute the same on behalf of Lessee.

ARTICLE III – OTHER CONDITIONS

1. Lessee agrees to pay all public utility charges that may be assessed, including charges for gas, electric, water and any other utility charge.
2. Any holding over by Lessee or his successors, at the expiration or termination of this lease, in whatever manner its termination may be brought about, shall not operate as a renewal of this lease, but during the period of such holding over Lessee shall be a tenant at the will of Lessor.
3. Lessee shall maintain property and casualty insurance in amounts satisfactory with Lessor and shall provide for public liability insurance in the amount of ONE MILLION AND NO/100 (\$1,000,000.00) DOLLARS in order to protect Lessor against claims arising because of the operation of Lessee. Lessee shall give evidence of insurability. CITY OF BRENHAM, TEXAS shall always be shown as an addition insured. Provided, however, if CITY OF BRENHAM, TEXAS so elects, it may take out said insurance and then prorate said costs to Lessee and any Sublessees on an equitable basis, as determined by CITY OF BRENHAM, TEXAS. The CITY OF BRENHAM reserves the right to require that the amount of any and all types of insurance may be increased upon the CITY OF BRENHAM giving thirty (30) days notice to Lessee or any sublessee.
4. The CITY OF BRENHAM requires that Lessee and users of Lessee's premises shall agree to be bound by all of the regular rules and regulations as may be set out by the F.A.A. as to pilots and their conduct and that they agree to abide by any and all local rules that may be approved by the City Council of the CITY OF BRENHAM, TEXAS, for pilots at the CITY OF BRENHAM MUNICIPAL AIRPORT and as may be adopted by the AIRPORT ADVISORY COMMITTEE of the CITY OF BRENHAM, TEXAS. Lessee shall agree that in the event he is found not to have abided by the rules or does not correct a situation required to be corrected by the City of Brenham, then and in that event, he may lose his privilege to occupy the Hangar that is located on property being leased by the CITY OF BRENHAM, TEXAS.
5. This Lease is governed by the laws of the State of Texas and performable in Washington County, Texas.
6. If any provision herein is held to be invalid in a court of law, the invalidity of such provision shall in no way affect the validity of any other provision.
7. Any notice required herein shall be effective upon mailing to the address described herein by depositing said notice in the mail, certified mail – return receipt requested.

APPROVED this the ____ day of _____, 202__

CITY OF BRENHAM (LESSOR)

Milton Y. Tate, Jr., Mayor
City of Brenham
P. O. Box 1059
Brenham, TX 77834-1059

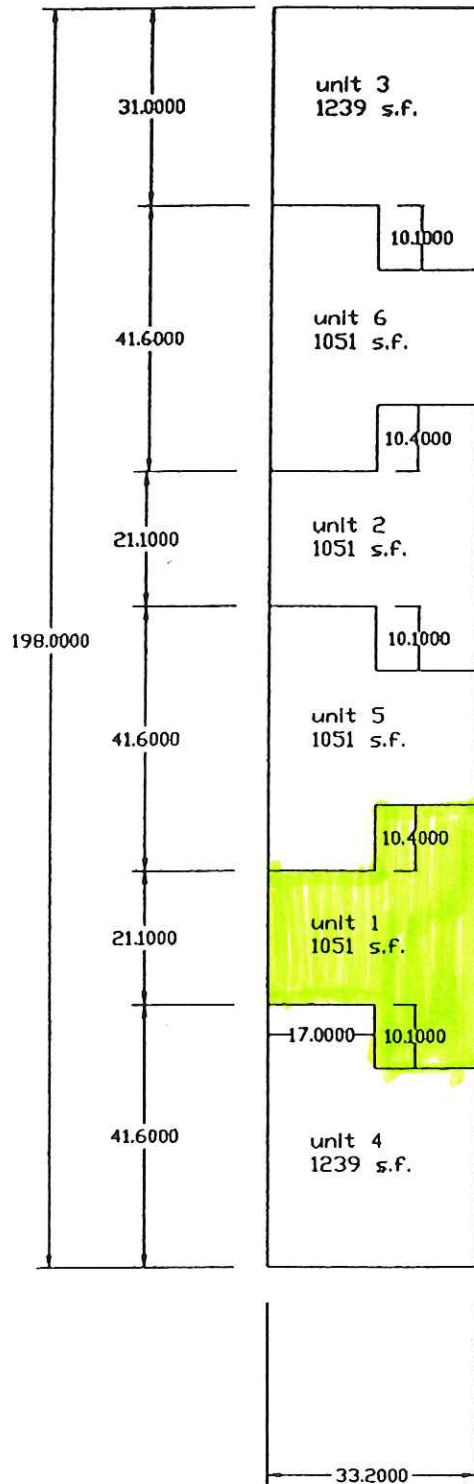
ATTEST:

Jeana Bellinger, City Secretary

TODD POEHLMANN (LESSEE)

Todd Poehlmann
3925 Old Independence Road
Brenham, Texas 77833
979-337-2727
Toddpoehlmann@yahoo.com

3175 Aviation Way
B-1



← Z

EXHIBIT "A"

LEASE AGREEMENT: CITY OF BRENHAM, TEXAS TO AND WITH TODD POEHLMANN (3175 AVIATION WAY – B-4)

THE STATE OF TEXAS
COUNTY OF WASHINGTON

This Lease Agreement made and entered into by and between CITY OF BRENHAM, a Texas Municipal Corporation, hereinafter called "Lessor" and TODD POEHLMANN, hereinafter called "Lessee":

WITNESSETH:

Lessor, in consideration of the premises and the covenants and agreements herein undertaken to be kept and performed by Lessee does lease unto said Lessee the following described property situated in Washington County, Texas, to have and to hold all and singular the said premises and improvements thereon, together with the rights, privileges and appurtenances thereunto belonging unto said Lessee under the following terms and provisions:

ARTICLE I – PREMISES AND PRIVILEGES

A. DESCRIPTION OF PREMISES.

For and in consideration of the terms, conditions, and covenants of this Lease to be performed by Lessee, all of which Lessee accepts, City hereby leases to Lessee the premises being an area located on the City of Brenham Municipal Airport, north of the CITY OF BRENHAM, TEXAS and being a space of land located as shown on the attached "EXHIBIT A".

Lessee accepts the premises in their present condition subject to and including all defects and Lessee will, without expense to City, repair and maintain any installations thereon and remove, or cause to be removed, any debris, buildings or improvements to the extent required for Lessee's use thereof.

B. TERM.

The term of said lease is for a period of thirty (30) years commencing June 15, 2021 and terminating June 15, 2051. The rent for the first year shall be ten (\$.10) cents per square foot per year for 1,239 square feet, payable annually on the anniversary hereof. Any rental fee not paid by the tenth of the month is subject to a late fee of five (\$5) dollars. The Lessee acknowledges and agrees that the City reserves the right to adjust the Lease rental rate in an amount not to exceed an increase of two (\$.02) cents per square foot in a five (5) year period.

C. ACCESS.

Upon paying the rental hereunder and performing the requirements of this Lease, Lessee shall have the right of access to and from said premises over such roadway(s), as may be designed for that purpose and the right of access to and from the landing area for airplanes over taxiways and aircraft parking ramps as provided by City at its sole discretion. Said roadway(s), aircraft parking ramps and taxiways shall be used jointly with other airport tenants, but not for the conduct of business of another Lessee's premises and Lessee shall not interfere with the rights and privileges of other persons or firms

using said facilities and shall be subject to such weight and type use restrictions as the City Council deems necessary.

D. OBJECTS AND PURPOSES OF LEASE.

Lessee is hereby granted the right and privilege to use the leased area for aviation related activities, being those provided by a Corporate Hangar Operator. Lessee shall have the uses and rights to build a private, corporate hangar to house its own privately-owned aircraft, all of which shall be subject to the terms set forth:

Lessee shall not use the premises for any purposes other than those authorized herein, without the prior written consent of City. Specifically, Lessee will not store fuel, nor do any aircraft maintenance on aircraft other than the aircraft owned or contracted by Lessee.

It is understood and agreed that nothing herein shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308(a) of the Federal Aviation Act of 1958, [49 USCA Chapter 471 or successor statute].

E. CITY'S RESERVED RIGHTS.

1. Development. City, at its sole discretion, reserves the right to further develop or improve the aircraft operating area of the airport as it sees fit and to take action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent Lessee from erecting or permitting to be erected, any building or other structure on the Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft.
2. Oil, Gas, Mineral Interests. It is understood and agreed that this Lease is made subject and subordinate to the terms of any oil, gas, and other mineral interest; leases; or right-of-way easements of any nature that may have been executed heretofore.

City agrees that (1) if it should, as a mineral owner under the premises, develop all or part of the Airport for oil, gas or other mineral purposes, no well will be drilled or other operations conducted on the leased premises, and (2) in the event it should hereafter execute an oil, gas or other mineral lease in favor of a third party covering the Airport area, or a portion thereof, it will cause such lease to contain a provision that the Lessee therein will not conduct any of its drilling or other operations on the land covered by this Lease, or in a manner which would unreasonably interfere with Lessee's use and enjoyment of the premises.

3. Other Contracts. This lease shall be subordinate to the provisions of any existing or future agreement between the City and the United States, relative to the operation or maintenance of the airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to City of federal funds for the development of the Airport

4. Other Leases. Nothing herein contained shall limit City with respect to granting of leases to other aviation tenants under other terms as herein set forth or to granting of leases for non-commercial aviation or non-aviation purposes at terms different from those set forth herein.

F. PROHIBITED USES.

Lessee shall not use or permit the use of any part of the premises in any other manner than set out in Section D of this Lease. Some specific activities prohibited are as follows:

1. Auto rental service.
2. Food sales (except the sale of confections and refreshments prepared and packaged off the leased premises through either coin-operated vending machines or over-the-counter or in the waiting area, and other foods prepared and packaged off the leased premises for food trays for private or charter flights) at the leased premises.
3. Sales of alcoholic beverages at the leased premises, except with City approval.
4. Sales, advertisement, or storage of non-aviation products.
5. Storage, transfer, or sale of fuel.
6. Any sublease which allows further sublease by Lessee's tenant
7. Any use prohibited by law.

G. EXPIRATION.

Upon the expiration of this Lease,

1. The City may purchase building and improvements on the lease area at a fair market value as determined by an Independent Appraiser mutually agreeable to the City and the Lessee, all fees for such appraisal services to be paid by the Lessee, or
2. The City may enter into a new lease agreement for the lease area.

H. DEFAULT.

Any of the following events constitutes default:

1. An act of the Lessee which is in variation with the site plan and is not corrected after 30 days' notice by Lessor to Lessee of said default,
2. The nonperformance by Lessee of any other covenant or condition of this lease which is not cured within thirty (30) days after written notice thereof from Lessor, or

3. The subjection of any of Lessee's property to any levy, seizure, assignment, application, or sale for or by any creditor or governmental agency.

I. LESSOR'S RIGHTS UPON DEFAULT.

On the occurrence of any of the events defined as constituting "default", Lessor may without notice to or demand on Lessee, take possession of the leased property and lease the same or any portion thereof, for such period and such rental, and to such persons, as Lessor shall elect.

J. MORTGAGE OF LEASEHOLD INTEREST.

Lessee shall have the right subject to City Manager approval to place a first mortgage lien upon its leasehold. Any approved lender shall notify City of all action taken by it in the event payments on such loans shall become delinquent.

ARTICLE II – OBLIGATIONS OF LESSEE

A. NET LEASE: MAINTENANCE AND OPERATION.

The use and occupancy of the leased premises by Lessee will be without cost or expense to City. It shall be the sole responsibility of Lessee to construct, maintain, repair, and operate the entirety of the leased premises and any improvements and facilities constructed thereon at Lessee's sole cost and expense except as specifically set forth in this article.

Lessee shall maintain the leased premises at all times in a safe, neat, and attractive condition and shall not permit the accumulation of any trash or debris on the premises. Lessee shall repair all damages to said premises caused by its employees, patrons, or its operation thereon; shall maintain and repair all buildings, pavements, equipment, and improvements; and shall repaint the buildings, as necessary. Lessee shall pay all taxes against the property and indemnify City from any tax lien.

City reserves the right to make periodic inspection of leased premises and improvements and equipment therein during normal business hours.

City, in its reasonable discretion, shall be the sole judge of the quality of maintenance that shall uniformly apply to all airport tenants. Upon written notice by City to Lessee, Lessee shall be required to perform whatever reasonable maintenance City deems necessary. If said maintenance is not undertaken by Lessee within ten (10) days after receipt of written notice, City shall have the right to enter upon the leased premises and perform the necessary maintenance, the cost of which shall be borne by Lessee.

B. ALTERATIONS TO AND CONDITIONS OF PREMISES.

Any change in exterior paint colors shall be subject to the prior written approval of the City of Brenham. Lessee agrees not to construct, install, remove and/or materially modify any of the buildings or premises leased hereunder without prior written approval of the City of Brenham subject to the conditions considered by City to be necessary.

Lessee shall not remove or demolish, in whole or in part, any improvements upon the premises without the prior written consent of City, which may, at its discretion, condition such consent upon the obligation of Lessee to replace the same by an improvement specified in such consent.

C. TRASH, GARBAGE, LANDSCAPING.

Lessee shall provide a complete and proper arrangement of the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage, and other refuse caused as a result of the operation of its business. Lessee shall provide and use approved receptacles for all such garbage, trash, and other refuse. Piling of boxes, cartons, barrels, or other similar items in an unattractive or unsafe manner, on or about the leased premises, is prohibited.

Lessee shall be responsible for maintaining suitably attractive yard-appearance, as follows: Lessee shall be responsible for groundskeeping and shall screen any outside storage or work areas by the use of an opaque fence or other suitable opaque barrier so that such storage or work areas shall be hidden from public view from the street.

Lessee is specifically responsible for mowing (and to ensure that weed or grass growth is never allowed in excess of that allowed by City weed ordinance requirements) and removal of weeds from around fences and buildings for the area within ten feet of the property shown on the attached Exhibit "A". Lessee is encouraged to provide additional landscaping beyond the minimum required by City to assist in enhancing Airport appearance.

D. SIGNS.

Lessee may not install identifying signs on the leased premises except with the written permission of City Manager.

E. UTILITIES.

Lessee shall assume and pay for all costs or charges for utility services furnished to Lessee during the term hereof; provided, however, that Lessee shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense; and Lessee shall pay for any and all service charges incurred therefor.

F. FIELD USE CHARGES.

Nothing herein shall be deemed to relieve Lessee and its tenants, sublessees, patrons, invitees, and others from field landing fees, nor its guests from fuel flowage fees, as are levied by City or the Fixed Base Operator.

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Lessee, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby agree that "as a covenant running with the land" (1) no person on the grounds of race, color, sex, creed, national origin, or handicapped status shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, or in the construction of any improvements on, or under such land, or the furnishing of services thereof, and (2) that Lessee shall use the premises in compliance with and conduct its operations in accordance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, or Section 504 of the Rehabilitation of 1973 (23 USC 794) and 49 CFR Part 27 and as said regulations may be amended, and that Lessee will comply with such enforcement procedures as the United States might demand that City take.

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Lessee agrees to secure approval from the Federal Aviation Administration concerning the height and location of all buildings or improvements or modifications thereof which may be constructed or installed on the leased premises and to satisfy any applicable environment or other requirements of federal, state, and local authorities as to noise, smoke, fumes emissions, storm water, or other hazards or potential hazards or other offensive uses, if any, which may occur as a result of Lessee's operations on the premises.

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3. City shall retain an easement over, above and on the premises in relation to aircraft noise and the utilization of the air space for the purposes of the operation of said Airport.

L. LESSEE AUTHORITY.

The officers of the Lessee which execute this lease represent and promise that they are duly authorized by corporate resolution or other appropriate authorization to execute the same on behalf of Lessee.

ARTICLE III – OTHER CONDITIONS

1. Lessee agrees to pay all public utility charges that may be assessed, including charges for gas, electric, water and any other utility charge.
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4. The CITY OF BRENHAM requires that Lessee and users of Lessee's premises shall agree to be bound by all of the regular rules and regulations as may be set out by the F.A.A. as to pilots and their conduct and that they agree to abide by any and all local rules that may be approved by the City Council of the CITY OF BRENHAM, TEXAS, for pilots at the CITY OF BRENHAM MUNICIPAL AIRPORT and as may be adopted by the AIRPORT ADVISORY COMMITTEE of the CITY OF BRENHAM, TEXAS. Lessee shall agree that in the event he is found not to have abided by the rules or does not correct a situation required to be corrected by the City of Brenham, then and in that event, he may lose his privilege to occupy the Hangar that is located on property being leased by the CITY OF BRENHAM, TEXAS.
5. This Lease is governed by the laws of the State of Texas and performable in Washington County, Texas.
6. If any provision herein is held to be invalid in a court of law, the invalidity of such provision shall in no way affect the validity of any other provision.
7. Any notice required herein shall be effective upon mailing to the address described herein by depositing said notice in the mail, certified mail – return receipt requested.

APPROVED this the ____ day of _____, 202__

CITY OF BRENHAM (LESSOR)

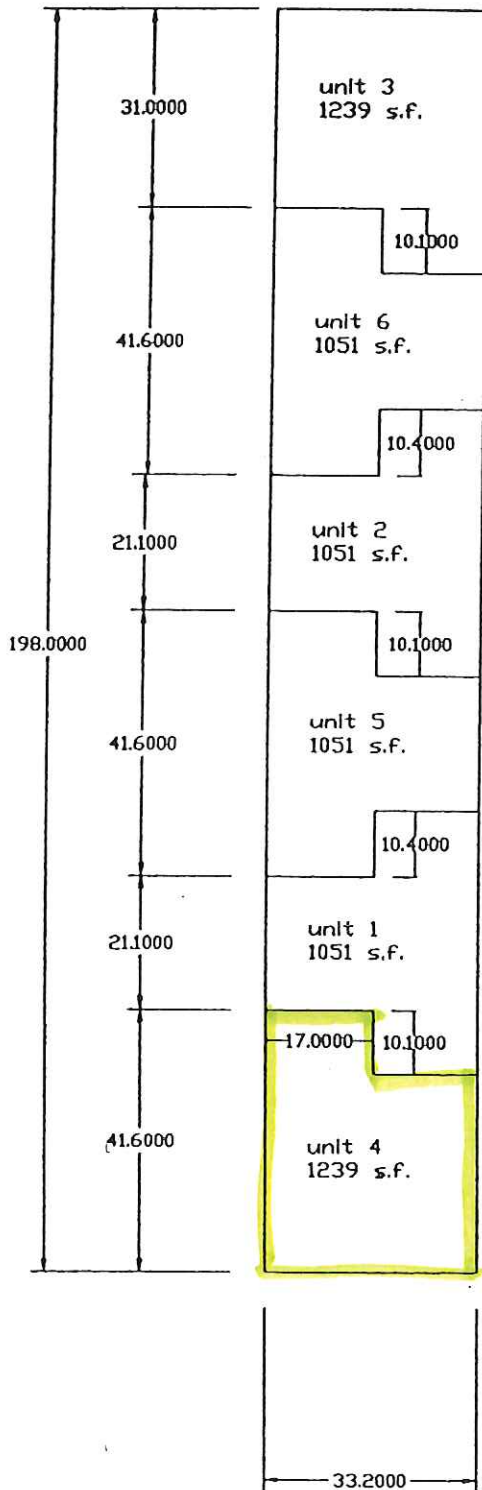
Milton Y. Tate, Jr., Mayor
City of Brenham
P. O. Box 1059
Brenham, TX 77834-1059

ATTEST:

Jeana Bellinger, City Secretary

TODD POEHLMANN (LESSEE)

Todd Poehlmann
3925 Old Independence Road
Brenham, Texas 77833
979-337-2727
Toddpoehlmann@yahoo.com



3175 Aviation Way

EXHIBIT "A"

To whom it may concern,

On May 23, 2021 I, Mark Pollard sold 2 Hangars to Todd Poehlmann. These hangars are B-1 and B-4 @ 3175 Aviation Way...Brenham, Tx. Please terminate my lease on these 2 hangars.

Thanks,

A handwritten signature in black ink, appearing to read "Mark Pollard", is written over a horizontal line.

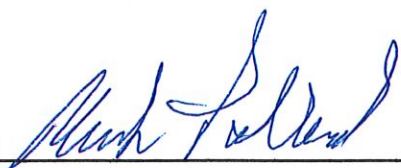
Mark Pollard

June 14, 2021

Bill Of Sell

On May23, 2021, I, Mark Pollard sold my airplane hangars to Ralph Poehlmann. Airplane hangars are B-1 and B-B-4 @ 3175 Aviation Way, Brenham, Tx 77833.

Seller:

A handwritten signature in blue ink, appearing to read "Mark Pollard", written over a horizontal line.

Mark Pollard

Buyer:

A handwritten signature in blue ink, appearing to read "Ralph Poehlmann", written over a horizontal line.

Ralph Poehlmann



Regular City Council
AGENDA ITEM 4-I.

Agenda Item: Approve Change Order No. 1 and Final Payment to Mercer Construction Company In the Amount of \$52,201.90 for Project No. 2020-03 Related to the Hickory Lane Drainage Improvement Project and Authorize the Mayor Pro Tem to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-October 14, 2021

Department: Public Works

Staff Contact: Dane Rau

Classification: Regular

SUMMARY STATEMENT:

On May 6, 2021, Council awarded the Hickory Ln Drainage Project to Mercer Construction. This project consisted of adding a curb inlet box at the cul-d-sac of Hickory Ln, installation of junction boxes and adding drainage pipe from Hickory Ln through private property to E. Stone St. In the past we have had severe issues of water draining off of public right of way and negatively affecting private property towards E. Stone St. This project was funded through the Drainage Utility Charge Program which was established in 2020.

The value of the contract awarded to Mercer Construction was \$158,950. The work was completed in the expected time frame and the contractor did a great job of working within the summer months to avoid school traffic on E. Stone St. During the project there were several field changes in which we had to work with the private property owners on a slightly different route. With this change it mandated that an additional junction box be installed and increased the footage of pipe that was originally bid on. We also saw additional asphalt quantities compared to the bid amount due to the tie-ins along E. Stone St that dealt with transitions from the new curb line to the existing asphalt. Even though we had some deductions in the job this resulted in a Change Order valuing \$7,488 above the bid amount. The total project came in at \$166,438.

We are happy to say that our first Drainage Utility Charge Project has been completed and the final work looks great. Both property owners are satisfied with the work and the relief that it has taken off of their properties. As with any construction project there were several obstacles along the way, but our contractor has now completed the items on the final punch list, and we are ready to move to final payment and start the 1 yr. warranty.

We would like to ask council to move forward with Final Payment in the amount of \$52,201.90 along with blessing change order #1. Documentation has showed that the contractor has met all financial obligations by returning the Consent of Surety, Power of Attorney and Certification of Payment. The one-year maintenance period has begun on September 3, 2021, when a final walkthrough was conducted. All punch list items were completed, and a one-year walkthrough will be conducted in the September of 2022.

ATTACHMENTS:

- | |
|--|
| (1) Hickory Lane Substantial Completion
(2) Change Order #1
(3) Certification of Payment to Subcontractors
(4) Consent of Surety - POA Hickory Drainage |
|--|

RELEVANCE TO COMPREHENSIVE PLAN:

RECOMMENDED ACTION:

Approve Change Order No. 1 and Final Payment to Mercer Construction Company in the amount of \$52,201.90 for Project No. 2020-03 related to the Hickory Lane Drainage Improvement Project and authorize the Mayor Pro Tem to execute any necessary documentation.



September 8, 2021

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

Re: Hickory Lane Drainage Improvements
Contract No. 2020-03
City of Brenham, Texas

Dear Dane,

In accordance with Article 15.03 of the General Conditions, the above-referenced project was inspected on September 3, 2021.

Based on this inspection, we have included in this preliminary certificate a date of September 3, 2021, 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, 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 site security, we recommend that OWNER be responsible for overall security of the site. OWNER shall allow CONTRACTOR reasonable access to complete work.

DEG:cdj\3900.248\R\BRE\Documents\Specifications\Archive\2021\Brenham, City of\3900.248.2020-03.DEG(16) Specification Letters(f) Preliminary Certificate of Substantial Completion(09082021).docx

TBPE No. F-8405
TBPLS No. 10030000

Mr. Dane Rau, Director of Public Works
City of Brenham
Page 2
September 8, 2021

Concerning operation and maintenance, we recommend that OWNER be responsible for operation and routine maintenance of the facilities. In the case of equipment, OWNER shall be responsible for operation and routine maintenance from the date of Substantial Completion.

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.

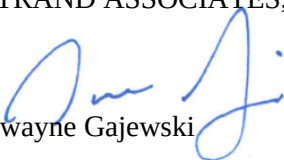
Contract correction period is included in Article 15.08 of the General Conditions and Supplementary Conditions. Beneficial occupancy or use by OWNER does not constitute acceptance.

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.®



Dwayne Gajewski

Enclosure

c/enc: David Gregory, Mercer Construction
Jerome Hutzler, Strand Associates, Inc.®
Matt Yentz, Strand Associates, Inc.®



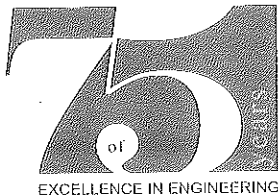
List of Items to be Completed or Corrected
Hickory Lane Drainage Improvements
Contract No. 2020-03
City of Brenham, Texas

Original List Date: September 3, 2021 Updated List Date: _____

A. Documents

1. Provide the as-built drawings.

c: Jerry Hutzler, Strand Associates, Inc.[®]
Matt Yentz, Strand Associates, Inc.[®]



STRAND
ASSOCIATES[®]
Strand Associates, Inc.[®]
1906 Niebuhr Street
Brenham, TX 77833
(P) 979.836.7937

September 17, 2021

CHANGE ORDER NO. No. 1

PROJECT: Hickory Lane Drainage Improvements
OWNER: City of Brenham, Texas
CONTRACT: 2020-03
CONTRACTOR: Mercer Construction Company

Description of Change

1a	Remove and dispose of the existing concrete driveway. Decrease the bid item amount from \$900.00 to \$800.00 and decrease the quantity from 90 square yards (SY) to 80 SY.	(DEDUCT)	(\$100.00)
1b	Remove and dispose of the existing concrete curb and gutter. Decrease the bid item amount from \$1,488.00 to \$880.00 and decrease the quantity from 186 linear feet (LF) to 110 LF.	(DEDUCT)	(\$608.00)
1c	Remove and dispose of the existing 18-inch reinforced concrete pipe (RCP). Increase the bid item amount from \$290.00 to \$300.00 and increase the quantity from 29 LF to 30 LF.	ADD	\$10.00
1d	Reconstruct the concrete curb and gutter. Increase the bid item amount from \$10,230.00 to \$11,550.00 and increase the quantity from 186 LF to 210 LF.	ADD	\$1,320.00
1e	Unclassified excavation. Decrease the bid item amount from \$1,680.00 to \$0.00 and decrease the quantity from 140 cubic yards (CY), new bid item amount is 0 CY.	(DEDUCT)	(\$1,680.00)
1f	Install s 12-inch RCP storm sewer line. Increase the bid item amount from \$23,166.00 to \$27,459.00 and increase the quantity from 286 LF, new bid item amount is 339 LF.	ADD	\$4,293.00
1g	Install a 12-inch polyvinyl chloride (PVC) storm sewer line by bore. Decrease bid item amount from \$27,360.00 to \$19,200.00 and decrease the quantity from 171 LF to 120 LF.	(DEDUCT)	(\$8,160.00)
1h	Install A 3-foot reinforced concrete junction box. Increase the bid item amount from \$9,000.00 to \$13,500.00 and increase the quantity from 2 each (EA) to 3 EA.	ADD	\$4,500.00

MB:cdj\IS\BRE\3900--3999\3900\248\Construction\Change Orders\CO 1.docx

TBPE No. 1-8408
FBPLS No. 10030000

City of Brenham–Mercer Construction Company
 Contract 2020-03, Change Order No. 1
 Page 2
 September 17, 2021

1i	Perform backfilling and asphalt pavement repair on City Streets. Increase the bid item amount from \$3,600.00 to \$11,430.00 and increase the quantity from 40 SY to 127 SY.	ADD	\$7,830.00
1j	Trench Safety. Increase the bid item amount from \$510.00 to \$593.00 and increase the quantity from 510 LF to 593 LF.	ADD	\$83.00
TOTAL VALUE OF THIS CHANGE ORDER:		ADD	\$7,488.00

Contract Price Adjustment

Original Contract Price	\$158,950.00
Previous Change Order Adjustments	\$0.00
Adjustment in Contract Price this Change Order	\$7,488.00
Current Contract Price including this Change Order	\$166,438.00

Contract Final Completion Date Adjustment

Original Contract Final Completion Date	September 3, 2021
Contract Final Completion Date Adjustments due to previous Change Orders	0 Days
Contract Final Completion Date Adjustments due to this Change Order	0 Days
Current Final Contract Completion Dates including all Change Orders	September 3, 2021

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

RECOMMENDED

<u>Holly Janeska</u>	<u>9-17-2021</u>
ENGINEER–Strand Associates, Inc.®	Date

APPROVED

<u>Shane Shum</u>	<u>9.21.2021</u>
CONTRACTOR–Mercer Construction Company	Date

APPROVED

<u>OWNER–City of Brenham, Texas</u>	<u>Date</u>
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CITY OF BRENHAM
STANDARD SPECIFICATION

CERTIFICATION OF PAYMENT
TO SUBCONTRACTORS AND SUPPLIERS

Document 00642

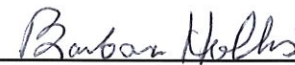
CERTIFICATION OF PAYMENT
TO SUBCONTRACTORS AND SUPPLIERS

The undersigned, D.W. Gregory, states that he is the President,
Affiant Title
of Mercer Construction Company
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. 2020-03 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.

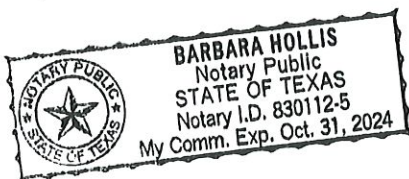

Affiant's Signature

SWORN AND SUBSCRIBED before me on August 31, 2021.
Date


Notary Public in and for the State of TEXAS

Barbara Hollis
Print or type name

My Commission Expires: 10-31-2024
Expiration Date



END OF DOCUMENT

00642-1
04-01-2017

**CONSENT OF SURETY
TO FINAL PAYMENT**

Conforms with the American Institute of
Architects, AIA Document G707

OWNER

ARCHITECT

CONTRACTOR

SURETY

OTHER

☐
☐
☐
☐
☐

TO OWNER: City of Brenham
(Name and address) 200 West Vulcan
Brenham, Texas 77833

ARCHITECT'S PROJECT NO.:
Project No.: 2020-03

CONTRACT FOR:
General Construction

PROJECT: Hickory Lane Drainage Improvements
(Name and address)

CONTRACT DATED:

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

Travelers Casualty and Surety Company of America
4650 Westway Park Blvd.
Houston, Texas 77041-2036

, SURETY,

on bond of
(Insert name and address of Contractor)

Mercer Construction Company
PO Box 888
Edna, Texas 77957

, 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
Brenham, Texas 77833

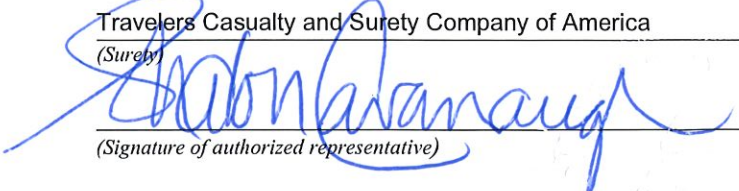
, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: September 2, 2021
(Insert in writing the month followed by the numeric date and year.)


Attest: Kourtney Reece, Witness

Travelers Casualty and Surety Company of America
(Surety)


(Signature of authorized representative)

Sharon Cavanaugh, Attorney-in-Fact
(Printed name and title)



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

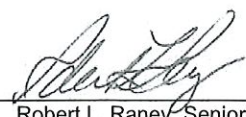
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Sharon Cavanaugh** of **HOUSTON, Texas**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.



State of Connecticut

City of Hartford ss.

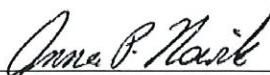
By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

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

My Commission expires the **30th** day of **June, 2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

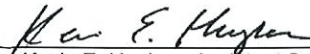
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **2nd** day of **September**, **2021**




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



Regular City Council
AGENDA ITEM 4-J.

Agenda Item: Approve the Purchase of a 2022 John Deere 310HL Backhoe for the City of Brenham Street Department Through Sourcewell Contract No. 032119-JDC In the Amount of \$117,823.98 and Authorize the Mayor Pro Tem to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-October 14, 2021

Department: Public Works

Staff Contact: Dane Rau

Classification: Consent

SUMMARY STATEMENT:

During the 2021-2022 budget process Council approved the purchase of a Backhoe for the Street Department. Backhoes are used daily for street work, loading materials, and clearing debris in storm events. They are vital in making sure that our crews have adequate, effective and efficient means to conduct daily work throughout the City.

Brian Smith, City of Brenham Street Superintendent has evaluated several backhoes and compared price, durability and past history to determine which brand backhoe would suit the department the best. After comparisons Brian recommends the John Deere 310 HL Backhoe from John Deere. John Deere offered the best price for the value and has a great track record with our Maintenance Division. We looked at Mustang CAT as well as CASE backhoes and the Mustang CAT was slightly higher in price even though it was a very reputable brand and had a good track record. We preferred to stay within the budgeted price by going with John Deere. We have not had success in the past with CASE backhoes, so we wanted to avoid those same issues.

This backhoe was budgeted at \$123,497. By purchasing this unit through the Sourcewell Purchasing Program that John Deere offers our purchase price will be \$117,823.98. It comes with a 5 yr. warranty or 4,000 hrs. This unit replaces a 2005 CASE backhoe.

We have included product sheet along with the buy board price sheet. Once approve we should receive the unit within 14-16 weeks.

ATTACHMENTS:

- (1) Quote
- (2) Backhoe Photo

RELEVANCE TO COMPREHENSIVE PLAN:

RECOMMENDED ACTION:

Approve the purchase of a 2022 John Deere 310HL Backhoe for the City of Brenham Street Department through Sourcewell Contract No. 032119-JDC in the amount of \$117,823.98 and authorize the Mayor Pro Tem to execute any necessary documentation.
--



JOHN DEERE

Investment Proposal (Quote)

RDO Equipment Co.
16415 N IH-35
Pflugerville TX, 78660
Phone: (512) 272-4141 - Fax: (512) 272-9365

Proposal for:
CITY OF BRENHAM
ATTN: ACCTS PAYABLE
PO BOX 1059
BRENHAM, TX, 778341059
Washington

Investment Proposal Date: 9/27/2021
Pricing Valid Until: 10/11/2021
Deal Number: 1488574
Customer Account#: 7200027
Sales Professional: Aaron Schaefer
Phone: (512) 272-4141
Fax: (512) 272-9365
Email: ASchaefer@rdoequipment.com

Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD TBD	0	New 2022 JOHN DEERE 310HL	\$192,837.00
			Customer Discount Sourcewell - 46% off list	(\$88,705.02)
			Freight in Factory	\$2,400.00
			Prep / Reconditioning PDI	\$1,550.00
			Freight Out Delivery	\$900.00
			Warranty -John Deere Comprehensive-60 Months, 4000 Hours,Deductible: 200, Exp Date: 9/27/2026	\$4,918.00
1	TBD TBD	0	Attachment - New 2022 JOHN DEERE FORKS60	\$3,124.00
			Freight in Factory to RDO	\$450.00
			Prep / Reconditioning Assembly	\$350.00
Equipment Subtotal:				\$117,823.98

Purchase Order Totals

Balance:	\$117,823.98
Total Taxable Amount:	\$0.00
TX STATE TAX:	\$0.00
TX SPECIAL TAX:	\$0.00
Sales Tax Total:	\$0.00
Sub Total:	\$117,823.98
Cash with Order:	\$0.00
Balance Due:	\$117,823.98

Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	TBD	2022 JOHN DEERE 310HL	0A81T 310SL HL BACKHOE LOADER 1065 ENGINE FT4 170K JDLINK 2035 CAB STANDARD 2401 DECAL & PACKET ENGLISH 3095 AXLE MFWD W/LIM SLIP & AUTO 4464 TIRE GAL 19.5L24 12.5/80-18 5285 CONTROL PILOT 5400 COUPLER LESS 5656 BUCKET 24" HD 7.5 CU FT 6020 DIPPER EXTENDABLE 6210 HYDRAULICS REAR, NO AUX 7085 LDR CPLR 1LEV W/INT AUX W/RC 7690 LDR BKT 92" MULTI PURP BKT 8415 FRONT BUMPER 8635 BATTERY SINGLE W/JUMP POST 9116 ROOF W/LED LIGHTS 9210 CONSOLE W/CUP HOLDER - LEFT 9505 GUARD FULL MFWD 9905 STROBE & HARDWARE 9916 RADIO PREMIUM PACKAGE 9920 MIRRORS EXTERIOR REAR VIEW 2 9965 SEAT CLOTH AIR SUSPENSION
1	TBD	2022 JOHN DEERE FORKS60	AT308139 Forks, Pallet (2) 60 in.(1.52m) with 60 in. (1.52m) Coupler Fork Carriage

Loaders > Backhoes > 310SL HL Backhoe



310SL HL

Backhoe

- Net Peak Power: 84 kW (113 hp) at 1
- Max Standard Dipperstick Digging D (15 ft. 1 in.)
- Operating Weight: 7,516 kg (16,571 lb)

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Regular City Council
AGENDA ITEM 4-K.

Agenda Item: Approve the Purchase of a 2022 John Deere 310SL Backhoe for the City of Brenham Wastewater Department Through Sourcewell Contract No. 032119-JDC, in the Amount of \$120,236.98, and Authorize the Mayor Pro Tem to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-October 14, 2021

Department: Public Works

Staff Contact: Dane Rau

Classification: Consent

SUMMARY STATEMENT:

During the 2021-2022 budget process Council approved the purchase of a Backhoe for the Wastewater Construction Department. Backhoes are used daily in this department for new sewer taps, main line installations, manhole upgrades and loading materials. They are vital in making sure that our crews have adequate, effective and efficient means to conduct daily work throughout the City.

Shawn Bolenbarr, City of Brenham Water/Wastewater Superintendent has evaluated several backhoes and compared price, durability and past history to determine which brand backhoe would suit the department the best. After comparisons Shawn recommends the John Deere 310 SL Backhoe from John Deere. John Deere offered the best price for the value and has a great track record with our Maintenance Division. We looked at Mustang CAT as well as CASE backhoes and the Mustang CAT was slightly higher in price even though it was a very reputable brand and had a good track record. We preferred to stay within the budgeted price by going with John Deere. We have not had success in the past with CASE backhoes so we wanted to avoid those same issues.

This backhoe was budgeted at \$125,248. By purchasing this unit through the Sourcewell Purchasing Program that John Deere offers our purchase price will be \$120,236.98. It comes with a 5 yr. warranty or 4,000 hrs. This unit replaces a 2007 John Deere backhoe.

We have included product sheet along with the buy board price sheet. Once approve we should receive the unit within 14-16 weeks.

ATTACHMENTS:

- (1) Quote
- (2) Backhoe Photo

RELEVANCE TO COMPREHENSIVE PLAN:

RECOMMENDED ACTION:

Approve the purchase of a 2022 John Deere 310SL Backhoe for the City of Brenham Wastewater Department through Sourcewell Contract No. 032119-JDC in the amount of \$120,236.98, and authorize the Mayor Pro Tem to execute any necessary documentation.

**JOHN DEERE**

Investment Proposal (Quote)

RDO Equipment Co.
 16415 N IH-35
 Pflugerville TX, 78660
 Phone: (512) 272-4141 - Fax: (512) 272-9365

Proposal for:
 CITY OF BRENHAM
 ATTN: ACCTS PAYABLE
 PO BOX 1059
 BRENHAM, TX, 778341059
 Washington

Investment Proposal Date: 9/27/2021
Pricing Valid Until: 10/11/2021
Deal Number: 1488589
Customer Account#: 7200027
Sales Professional: Aaron Schaefer
Phone: (512) 272-4141
Fax: (512) 272-9365
Email: ASchaefer@rdoequipment.com

Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD TBD	0	New 2022 JOHN DEERE 310SL	\$195,887.00
			Customer Discount Sourcewell - 46% off list	(\$90,108.02)
			Freight in Factory to RDO	\$2,400.00
			Prep / Reconditioning PDI	\$1,550.00
			Prep / Reconditioning Flow for breaker and install QDs	\$850.00
			Freight Out Delivery	\$900.00
			Warranty -John Deere Comprehensive-60 Months, 4000 Hours,Deductible: 200, Exp Date: 9/28/2026	\$4,834.00
1	TBD TBD	0	Attachment - New 2022 JOHN DEERE FORKS60	\$3,124.00
			Freight in Factory to RDO	\$450.00
			Prep / Reconditioning Assembly	\$350.00
Equipment Subtotal:				\$120,236.98

Purchase Order Totals

Balance:	\$120,236.98
Total Taxable Amount:	\$0.00
TX STATE TAX:	\$0.00
TX SPECIAL TAX:	\$0.00
Sales Tax Total:	\$0.00
Sub Total:	\$120,236.98
Cash with Order:	\$0.00
Balance Due:	\$120,236.98

Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	TBD	2022 JOHN DEERE 310SL	0A71T 310SL BACKHOE LOADER 1065 ENGINE FT4 170K JDLINK 2035 CAB STANDARD 2401 DECAL ENG W/ENG PACKET 3095 AXLE MFWD W/LIM SLIP & AUTO 4464 TIRE GAL 19.5L24 12.5/80-18 5285 CONTROL PILOT 5460 COUPLER HYDRAULIC 5656 BUCKET 24" HD 7.5 CU FT 6020 DIPPER EXTENDABLE 6230 HYD,AUX W/2WAY FLOW, THUMB 7650 LDR BKT 1.3CY LG LIP BKT 92" 8455 COUNTERWEIGHT 750LB. 8635 BATTERY SINGLE W/JUMP POST 9116 ROOF W/LED LIGHTS 9140 BUCKET CYLINDER HEAVY DUTY 9210 CONSOLE W/CUP HOLDER - LEFT 9505 GUARD FULL MFWD 9905 STROBE & HARDWARE 9916 RADIO PREMIUM PACKAGE 9920 MIRRORS EXTERIOR REAR VIEW 2 9965 SEAT CLOTH AIR SUSPENSION 7035 LDR CPLR 1LEVER NO AUX W/RC
1	TBD	2022 JOHN DEERE FORKS60	AT308139 Forks, Pallet (2) 60 in.(1.52m) with 60 in. (1.52m) Coupler Fork Carriage



310SL

Backhoe

- Net Peak Power: 77 kW (103 hp) at
- Max Standard Dipperstick Digging D (14 ft. 3 in.)
- Operating Weight: 7,199 kg (15,872

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Regular City Council
AGENDA ITEM 4-L.

Agenda Item: Approve the Purchase of Vehicles Through The Interlocal Purchasing System (TIPS) Contract No. 200206 As Follows:

1. Three (3) 2022 Chevrolet Tahoes for the City of Brenham Police Department from Lake Country Chevrolet in the Amount of \$111,209.25; and
2. Two (2) 2022 Ford F150 Responder Trucks for the City of Brenham Police Department from Silsbee Ford in the Amount of \$83,720.30; and
3. One (1) Ford F-250 Truck for the City of Brenham Animal Services Department from Silsbee Ford in the Amount of \$60,844.00

And Authorize the Mayor Pro Tem to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-October 14, 2021

Department: Maintenance

Staff Contact: Stephen Draehn

Classification: Consent

SUMMARY STATEMENT:

The following vehicle purchases were approved in the FY2021-22 budget (funded through the Vehicle Equipment Replacement Fund (VERF)). In preparing for these purchases, staff obtained quotes for these vehicles from Silsbee Fleet on The Interlocal Purchasing System (TIPS) Contract No. 200206 for Transportation Vehicles.

TIPS is a national cooperative purchasing program for use by member schools, colleges, universities, cities, counties, and other government entities as authorized by each entity's jurisdictional legal requirements. The purchases will be completed using TIPS vendors, as follows:

- The purchase of the three (3) Chevrolet Tahoe's, for the Police Department, from Lake Country Chevrolet in the amount of \$111,209.25. This price does not include any special equipment for the vehicles. The additional equipment will be purchased later and installed in-house by City Maintenance personnel.
- The purchase of two (2) Ford F-150 Responder Trucks, for the Police Department, from Silsbee Ford in the amount of \$83,720.30. These trucks will come with a rear storage box and bed cover. The emergency lighting equipment will be purchased later and installed in-house by City Maintenance personnel.
- The purchase of one (1) F-250 Truck, for the Animal Services Department, from Silsbee Ford in the amount of \$60,844.00. This truck will come with a rear chassis designed and manufactured by Deerskin Manufacturing Inc. The emergency lighting equipment will be purchased later and installed in-house by City Maintenance personnel.

ATTACHMENTS:

- | |
|--|
| (1) PD Tahoe Price Summary
(2) PD F-150 Price Summary
(3) Animal Services Ford Price Summary |
|--|

RELEVANCE TO COMPREHENSIVE PLAN:

RECOMMENDED ACTION:

Approve the purchase of vehicles from Silsbee Fleet Group through The Interlocal Purchasing System (TIPS) Contract No. 200206 as follows:

1. Three (3) 2022 Chevrolet Tahoe's for the City of Brenham Police Department from Lake Country Chevrolet in the amount of \$111,209.25; and
2. Two (2) 2022 Ford F150 Responder Trucks for the City of Brenham Police Department from Silsbee Ford in the amount of \$83,720.30; and
3. One (1) Ford F-250 Truck for the City of Brenham Animal Services Department from Silsbee Ford in the amount of \$60,844.00

and authorize the Mayor Pro Tem to execute any necessary documentation.



PRODUCT PRICING SUMMARY

TIPS USA 200206 TRANSPORTATION VEHICLES
VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: BRENHAM PD

Prepared by: SETH GAMBLIN

Contact: _____

Phone: 512.436.1313

Email: _____

Email: SGAMBLIN.SILSBEEFLEET@GMAIL.COM

Product Description: FORD F150 RESPONDER

Date: September 27, 2021

A. Bid Item: _____

A. Base Price: \$ 35,395.00

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
W1P	FORD 2021 RESPONDER 4X4 SHORT BED	\$ -			
998	3.5L V6 ECOBOOST	\$ -			
44G	10 SPEED TRANS AUTO				
18B	BLACK PLATFORM RUNNING BOARDS	\$ 250.00			
53A	TRAILER TOW PACKAGE	\$ 995.00			
67P	REMOTE KEYLESS / WITH FOB	\$ 340.00			

Total of B. Published Options: \$ 1,585.00

Published Option Discount (5%) \$ (79.25)

C. Unpublished Options [not to exceed 25%]

\$= 11.5 %

Description	Bid Price	Options	Bid Price
SILSBEE FLEET INSTALL	\$ 4,261.15	EXTERIOR- BLACK and CARBONZIED GRAY	
DIAMOND BACK SE COVER #DB.FF21C-SE-DX-C4		INTERIOR- PG MEDIUM EARTH GRAY	
DECKED DRAWER SYSTEM W/ LOCKS		150A- EQUIPMENT GROUP	
		ETA OCTOBER 2021	

Total of C. Unpublished Options: \$ 4,261.15

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ 350.00

F. Contract Price Adjustment: _____

G. Additional Delivery Charge: 199

\$ 348.25

H. Subtotal:

\$ 41,860.15

I. Quantity Ordered 2 x H =

\$ 83,720.30

J. Trade in: _____

\$ -

K.

~~120~~

L. Total Purchase Price

\$ 83,720.30



PRODUCT PRICING SUMMARY

TIPS USA 200206 TRANSPORTATION VEHICLES

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: BRENHAM PD AC TRUCK

Prepared by: SETH GAMBLIN

Contact: _____

Phone: 512.436.1313

Email: _____

Email: SGAMBLIN.SILSBEEFLEET@GMAIL.COM

Product Description: FORD F250 CREW CAB

Date: May 19, 2021

A. Bid Item: _____

A. Base Price: \$ 26,224.00

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
F2B	2022 FORD F250 REG CAB 142WB 4WD	\$ 3,795.00	600A	ORDER GROUP XL	
996	6.2L 2 VALVE SOHC V8 FLEX FUEL	\$ -			
44S	6 SPEED TRANS	\$ -		8' BOX BED DELETE	
90L	POWER EQUIPMENT GROUP	\$ 915.00			
512	SPARE TIRE, WHEEL, CARRIER & JACK	\$ 295.00			
66D	PICKUP BOX DELETE		ACCM6	DEERSKIN MANUFACTURING	\$ 28,583.00
872	REAR VIEW CAMERA PREP	\$ 415.00		6 COMPARTMENT ANIMAL CONTROL	
				UNIT. PER DEERKSKIN QUOTE	

Total of B. Published Options: \$ 34,003.00

Published Option Discount (5%) \$ (81.25)

C. Unpublished Options [not to exceed 25%]

\$= 0.0 %

Description	Bid Price	Options	Bid Price
		EXTERIOR- OXFORD WHITE	
		INTERIOR- AG GRAY	

Total of C. Unpublished Options: \$ -

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ 350.00

F. Contract Price Adjustment:

G. Additional Delivery Charge: 199

\$ 348.25

H. Subtotal:

\$ 60,844.00

I. Quantity Ordered 1 x H =

\$ 60,844.00

J. Trade in:

\$ -

K.

121

L. Total Purchase Price

\$ 60,844.00



Regular City Council
AGENDA ITEM 4-M.

Agenda Item: Approve Resolution No. R-21-027 Reauthorizing an Investment Policy for the City of Brenham

Meeting Type: Regular Meeting-October 14, 2021

Department: Finance

Staff Contact: Stacy Hardy

Classification: Consent

SUMMARY STATEMENT:

In 1987, the Texas Legislature adopted the Public Funds Investment Act (PFIA) which established guidelines for local governments. This Act requires that a local government adopt a written investment policy and reauthorize the policy annually. We are asking Council to reauthorize the policy with no changes.

ATTACHMENTS:

- (1) Resolution No. R-21-027
- (2) Investment Policy

RELEVANCE TO COMPREHENSIVE PLAN:

Plan 2040 implementation is supported by compliance with investment guidelines for cash balances essential to fund capital projects and annual priorities.

RECOMMENDED ACTION:

Approve Resolution No. R-21-028 reauthorizing an Investment Policy for the City of Brenham.

RESOLUTION NO. R-21-027

A RESOLUTION REAUTHORIZING AN INVESTMENT POLICY FOR THE CITY OF BRENHAM

WHEREAS, in the 1987 session the Texas Legislature adopted the Public Funds Investment Act, “the Act”, which established guidelines for local government investments; and

WHEREAS, the Act requires that a local government adopt a written investment policy; and

WHEREAS, the Act requires the governing body of a local government to reauthorize the written investment policy annually; and

WHEREAS, the policy dated October 1, 2021 complies with the provision of the Act; and

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

Section 1: The City of Brenham Investment Policy attached hereto as “Exhibit A” is hereby reauthorized as the investment policy of the City of Brenham effective October 1, 2021.

Section 2: This Resolution shall take effect immediately upon its passage.

APPROVED on this 14th day of October 2021.

Clint T. Kolby
Mayor Pro Tem

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



INVESTMENT POLICY

I. POLICY

It is the policy of the City of Brenham that all available funds shall be invested in conformance with these legal and administrative guidelines with consideration for anticipated cash flow requirements and consideration of the safety and risk of investments. The City shall seek to optimize interest earnings to the extent possible based on these risk parameters.

Effective cash management is recognized as essential to good fiscal management. Investment interest is a source of revenue to City of Brenham funds. The City of Brenham's investment portfolio shall be designed and managed in a manner designed to obtain the highest reasonable earnings from this revenue source, to be responsive to public trust, and to be in compliance with legal requirements and limitations.

Investments shall be made with the primary objectives of:

- **Safety** and preservation of principal
- Maintenance of sufficient **liquidity** to meet operating needs
- Diversification to avoid concentrated risk
- **Public trust** from prudent investment activities
- Optimization of **interest earnings** on the portfolio

The Investment Policy addresses the methods, procedures and practices that must be exercised to ensure effective and judicious fiscal management of the City of Brenham's funds. This Policy serves to satisfy the statutory requirements of the Public Funds Investment Act, the "Act", (Texas Government Code, Chapter 2256) in defining and adopting a formal investment policy and strategy. The policy and strategy shall be reviewed by the Audit / Investment Committee and adopted by resolution of the City Council no less than annually. Any modifications to the Policy will be noted in the written resolution.

INVESTMENT POLICY

II. SCOPE

This Investment Policy shall govern the investment of all financial assets of the City of Brenham. These funds are accounted for in the City of Brenham's Comprehensive Annual Financial Report (CAFR) and include:

- General Fund
- Special Revenue Funds
- Capital Projects Funds
- Enterprise Funds
- Trust and Agency Funds, to the extent not required by law or existing contract to be kept segregated and managed separately
- Debt Service Funds, including reserves and sinking funds, to the extent not required by law or existing contract to be kept segregated and managed separately
- Brenham Community Development Corporation Funds
- Internal Service Funds
- Self-Insurance Funds
- Any new fund created by the City of Brenham, unless specifically exempted from this Policy by the City Council or by law.

The City of Brenham may consolidate cash balances from all funds for investment purposes and efficiencies. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles. The consolidated portfolio will address the varying needs, goals, and objectives of each fund.

This Investment Policy shall apply to all transactions involving the financial assets and related activity for all the foregoing funds. However, this Policy does not apply to the assets administered for the benefit of the City of Brenham by outside agencies or under deferred compensation programs.

III. INVESTMENT OBJECTIVES

The City of Brenham shall manage and invest its cash with five primary objectives, listed in order of priority: **safety, liquidity, diversification, public trust, and yield**. The safety of the principal invested always remains the primary objective. All investments shall be designed and managed in a manner responsive to the public trust and consistent with state and local law.

The City of Brenham shall maintain a comprehensive cash management program, which includes timely collection of account receivables, vendor payments in accordance with invoice terms, and prudent investment of funds. Cash management is defined as the process of managing monies in order to ensure cash availability and reasonable market earnings on the City's assets.

INVESTMENT POLICY

SAFETY

Safety of principal is the foremost objective of the investment program. Investments of the City of Brenham shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. Competitive bidding and perfected ownership of investments will be in place at all times. The objective will be to mitigate credit and interest rate risk. Each investment transaction shall be conducted in a manner to control the risk of capital loss by investing in high credit quality securities.

- Credit Risk – The Entity will minimize credit risk, the risk of loss due to the failure of the issuer or backer of the investment, by:
 - Limiting investments to the highest credit quality investments
 - Pre-qualifying the financial institutions and broker/dealers with which the City of Brenham transacts business
 - Perfecting City ownership by delivery versus payment settlement, and
 - Diversifying the investment portfolio so that potential credit or market risk is minimized.
- Market Risk – the City will minimize the risk from interest rate volatility by:
 - Structuring the investment portfolio to meet cash requirements for ongoing operations, thereby avoiding the need to liquidate investments prior to maturity.
 - Investing operating funds in laddered securities and maintaining a liquidity portion to cover unanticipated expenses.

LIQUIDITY

The City of Brenham investment portfolio shall be structured in a ladder of maturities to match expected liabilities along with a liquidity portion to meet unanticipated liabilities. Securities will have active secondary markets.

PUBLIC TRUST

All participants in the City of Brenham's investment process shall seek to act responsibly as custodians of the public trust. Investment officers shall avoid any transaction that might impair public confidence in the City of Brenham's ability to govern effectively.

DIVERSIFICATION

The portfolio will be diversified by market sector and maturity based on the cash flow and risk tolerances of the City.

YIELD

The City of Brenham investment portfolio shall be designed with the objective of attaining a reasonable market yield throughout budgetary and economic cycles, taking into account the City's investment risk constraints and the cash flow characteristics of the portfolio. Yield is secondary to the safety and liquidity objectives described above.

INVESTMENT POLICY

Based upon the cash flow of the City the maximum dollar-weighted average maturity of the consolidated portfolio shall be six months. The benchmark used to determine whether reasonable yields are being achieved shall be the six month U.S. Treasury Bill.

IV. INVESTMENT STRATEGY

The City of Brenham maintains a consolidated portfolio which is designed to address the unique characteristics of the fund groups represented in the portfolio.

Operating Funds: The primary objective for operating funds is to assure anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio structure which will experience minimal volatility during economic cycles. This may be accomplished by purchasing high credit quality, short to medium term securities in a ladder structure. The maximum dollar weighted average maturity of six months reflects the expenditure cash flow of operating funds and will be calculated using the stated final maturity dates of each security.

Capital Project Funds: Funds for capital projects or special purposes should be invested based on anticipated cash flows and allow for flexibility and unanticipated project outlays. At no time will the stated final maturity dates of investments exceed the estimated project completion date on capital project funds.

Debt Service Funds: Debt service funds shall be invested with the primary objective of funding debt service obligations on the required payment date. Priority will be given to funding the next debt service due before any extensions are made in the funds.

Debt Service Reserve Funds: Debt Service Reserves should be invested to generate a dependable revenue stream from securities with a low degree of volatility. Securities should be short to medium term maturities and of high credit quality.

The City primarily utilizes a passive “buy and hold” portfolio strategy. Maturity dates are primarily matched with cash flow requirements and investments are purchased with the intent to be held until maturity. However, investments may be liquidated prior to maturity for the following reasons:

- An investment with declining credit may be liquidated early to minimize loss of principal.
- Cash flow needs require that the investment be liquidated.
- Market conditions present an opportunity to benefit from the trade.

INVESTMENT POLICY

V. RESPONSIBILITY AND CONTROL

CITY COUNCIL RESPONSIBILITIES

The City Council, in accordance with the Act, shall:

- Designate Investment Officers by resolution
- Receive and review quarterly investment reports
- Annually review and approve the City's broker/financial institution certification list – *As noted in Section VIII, the governing body has designated this responsibility to the Audit & Investment Committee*
- Review and adopt the investment policy and strategy at least annually
- Provide for investment training for investment officers

INVESTMENT OFFICERS

The Chief Financial Officer and the City Manager are hereby designated as "Investment Officers" pursuant to the Act. Investment Officers are delegated authority to invest the funds on behalf of the City and such authorization shall remain in effect until rescinded by the City Council or until the Officer resigns or is terminated. The Investment Officers are authorized to execute investment transactions on behalf of the City. No person may engage in an investment transaction or the management of City of Brenham funds except as provided under the terms of this Investment Policy as approved by the City Council.

Investment Officers shall:

- Obtain training as defined by the Act and this Policy
- Prepare, sign, and submit quarterly investment reports to Council
- Maintain compliance files on all counter-parties (brokers) and provide the list for Council approval at least annually
- Provide for competitive bidding
- Disclose personal business relationships in accordance with policy
- Maintain full and complete records of the City's portfolio and transactions.

QUALITY AND CAPABILITY OF INVESTMENT MANAGEMENT

The Investment Officers shall obtain training in investments. The seminars should be offered by professional organizations, associations, and other independent sources approved by Council. The training is to insure the quality and capability of investment management in compliance with the Act.

In accordance with the Act, the designated Investment Officers shall attend 10 hours of investment training session within 12 months of their designation and every successive two fiscal years shall attend eight hours of training. A newly appointed Investment Officer must attend a training session of at least 10 hours of instruction within twelve months of the date the officer took office or assumed the officer's duties. For purposes of this policy, an "independent source" from which investment training shall be obtained shall include a professional organization, an institution of higher education or any other sponsor other than a business organization with whom the City of Brenham may engage in an investment transaction.

INVESTMENT POLICY

INTERNAL CONTROLS

The Chief Financial Officer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft, or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

The Chief Financial Officer shall establish a process for a compliance audit on policies and procedures. The internal controls shall address the following points at a minimum.

- Control of collusion.
- Separation of transactions authority from accounting and record keeping.
- Custodial safekeeping.
- Clear delegation of authority to subordinate staff members.
- Written confirmation for all transactions for investments and wire transfers.
- Review of wire transfer agreements with the depository bank or third party custodian.
- Review of compliance with the Act and this Policy.

The Chief Financial Officer shall monitor, on no less than a monthly basis, the credit rating on all authorized investments in the portfolio based upon independent information from a nationally recognized rating agency. If any security falls below the minimum rating required by Policy, the Investment Officer shall notify the City Manager of the loss of rating, conditions affecting the rating and possible loss of principal with liquidation options available, within three days after notification of the loss of the required rating.

PRUDENCE

The standard of prudence to be applied to all transactions shall be the "prudent person rule". This rule states that "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."

In determining whether an Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

- The investment of all funds, or funds under the City's control, over which the Officer had responsibility rather than a consideration as to the prudence of a single investment.
- Whether the investment decision was consistent with the written approved Investment Policy of the City.

INVESTMENT POLICY

INDEMNIFICATION

The Investment Officer, acting in accordance with written procedures and exercising due diligence, shall not be held personally liable for a specific investment's credit risk or market price changes, provided that these deviations are reported immediately and the appropriate action is taken to control adverse developments.

ETHICS AND CONFLICTS OF INTEREST

All participants in the investment process shall seek to act responsibly as custodians of the public trust. Investment officers shall avoid any transaction that might impair public confidence in the City's ability to govern effectively. Officers and employees involved in the investment process shall refrain from personal business activity that would conflict with the proper execution and management of the investment program, or that would impair their ability to make impartial decisions.

Council members, employees and Investment Officers shall disclose to the Texas Ethics Commission and the City Manager, and the City Manager discloses to the City Council if:

- a) The officer has a personal business relationship with a business organization offering to engage in an investment transaction with the City; or
- b) The officer is related within the second degree by affinity of consanguinity, as determined under Chapter 573 of the Texas Government Code, to an individual seeking to transact investment business with the City; or
- c) The officer has any material interests in financial institutions with which they conduct business; or
- d) The officer has any personal financial/investment positions that could be related to the performance of the investment portfolio.

Employees and officers shall refrain from undertaking personal investment transactions with the same individual with which business is conducted on behalf of the City of Brenham.

VI. SUITABLE AND AUTHORIZED INVESTMENTS

City funds may be invested only in the instruments described below, all of which are authorized and further defined by the Act. The City will not be required to liquidate an investment that becomes unauthorized subsequent to its purchase.

I. AUTHORIZED INVESTMENTS

1. Obligations of the United States of America, its agencies and instrumentalities with stated maturities not to exceed three (3) excluding mortgage backed securities.
2. Obligations of the this State or any State or agency thereof including political subdivisions having been rated as investment quality by two nationally recognized investment rating firm, and having received a rating of not less than "AA" or its equivalent with maturities not to exceed three (3) years.

INVESTMENT POLICY

3. Fully insured or collateralized Certificates of Deposit issued by a bank doing business in Texas insured by the Federal Deposit Insurance Corporation or its successor or secured by obligations in a manner provided for by this Policy and state law with maturities not to exceed 12 months.
4. Constant dollar, local government investment pools, which 1) are created under and conform to the requirements of the Act, 2) are rated no lower than AAA or an equivalent rating by at least one nationally recognized rating service, 3) seek to maintain a \$1.00 net asset value, and 4) are authorized by resolution or ordinance by the City Council.
5. Fully insured or collateralized interest bearing or money market account in any bank in Texas.
6. AAA rated money market funds which strive to maintain a \$1 net asset value and comply with SEC Rule 2a-7.

II. UN-AUTHORIZED INVESTMENTS

The Act and this Policy prohibits investment in the following investment instruments:

- Obligations whose payment represents the coupon payments of the outstanding principal balance of the underlying mortgage-backed security collateral and pay no principal (Interest Only mortgage backed securities);
- Obligations whose payment represents the principal stream of cash flow from underlying mortgage-backed security collateral and bear no interest (Principal only mortgage backed securities);
- Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years;
- Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index; and

The practice of “leveraging” whereby funds are borrowed for the sole purpose of investing is prohibited.

VII. INVESTMENT PARAMETERS

MAXIMUM MATURITIES

The longer the maturity of investments, the greater their price volatility; therefore, it is the City’s policy to concentrate its investment portfolio in shorter-term securities in order to limit principal risk caused by changes in interest rates.

The City shall attempt to match its investments with anticipated cash flow requirements. The City will not directly invest in securities maturing more than three (3) years from the date of purchase; however, the above described obligations, certificates, or agreements may be collateralized using longer dated investments.

INVESTMENT POLICY

The consolidated portfolio will have a maximum dollar-weighted average maturity of six months. This dollar-weighted average will be calculated using the stated final maturity dates of each security.

DIVERSIFICATION

The City of Brenham recognizes that investment risks can result from issuer defaults, market price changes or various technical complications leading to temporary illiquidity. Risk is controlled through portfolio diversification that shall be achieved by the following general guidelines:

- Limiting investments to avoid over concentration in investments from a specific issuer or business,
- Limiting investment in investments that have higher credit risks
- Investing in investments with varying maturities, and
- Continuously investing a portion of the portfolio in readily available funds such as local government investment pools (LGIPs), or money market funds to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

VIII. SELECTION OF BANKS AND DEALERS

DEPOSITORY

As required by the City of Brenham Charter, every five (5) years a banking services depository shall be selected through a competitive process, which shall include a formal request for proposal (RFP) and be consistent with state law. The selection of a depository will be determined by competitive bid and evaluation of bids will be based on the following selection criteria:

- The ability to qualify as a depository for public funds in accordance with state law.
- The ability to provide required services.
- The ability to meet all requirements in the banking RFP.
- The lowest net banking service cost, consistent with the ability to provide an appropriate level of service.
- The credit worthiness and financial stability of the bank.

All banks will execute a written depository agreement in accordance with FIRREA¹ designating authorized collateral.

AUTHORIZED BROKERS/DEALERS

The City Audit/Investment Committee shall, at least annually, review, revise, and adopt a list of qualified broker/dealers and financial institutions (banks and pools) authorized to engage in securities transactions with the City. Those firms that request to become qualified bidders for securities transactions will be required to provide information for the City's questionnaire that provides information regarding creditworthiness, contact information, and experience; and 2) the City's certification stating the firm has

¹The Financial Institutions Resource and Recover Enforcement Act governs the actions of the FDIC in cases of bank default.

INVESTMENT POLICY

received, read and understood the City of Brenham's Investment Policy and have in place controls to prohibit selling the City any security not authorized by that Policy.

The City shall have a minimum of three broker/dealers to assure competitive bidding. Authorized firms may include primary dealers or regional dealers and qualified depositories. All investment providers, including financial institutions, banks, and local government investment pools, must sign the City's certification.

COMPETITIVE BIDS

All transactions will be made on a competitive basis. The Chief Financial Officer shall develop and maintain procedures for ensuring a competition in the investment of the City funds.

DELIVERY VS. PAYMENT

Securities shall be purchased only using the **delivery vs. payment** method with the exception of investment pools and mutual funds. Funds will be released after notification that the purchased security has been received by the custodian.

IX. SAFEKEEPING OF SECURITIES AND COLLATERAL

SAFEKEEPING AND CUSTODIAN AGREEMENTS

The City of Brenham shall contract with a depository for the safekeeping of securities owned by the City of Brenham as part of its investment portfolio or approve the custodial agreement for collateral to secure demand or time deposits. Securities owned by the City of Brenham shall be held in the City's name as evidenced by safekeeping receipts of the institution holding the securities.

Collateral for deposits will be held by an independent third party custodian outside of the pledging bank and evidenced by original safekeeping receipts of the pledging institution with which the collateral is deposited. Original safekeeping receipts and monthly collateral reports shall be delivered to the City.

COLLATERAL POLICY

Consistent with the requirements of the Public Funds Collateral Act, it is the policy of the City to require collateralization of City funds in time and demand deposit with any depository bank. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 102% of market value of principal and accrued interest on the deposits or investments less an amount insured by the FDIC. At its discretion, the City of Brenham may require a higher level of collateralization for certain investment securities.

Securities pledged as collateral shall be held by an independent third party outside the holding company of the pledging bank with whom the City has a current custodial agreement. The Chief Financial Officer is responsible for entering into or approving collateralization agreements with custodians. The agreements

INVESTMENT POLICY

are to specify the acceptable investment securities for collateral, including provisions relating to possession of the collateral, the substitution or release of investment securities, ownership of securities, and the method of valuation of securities. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to and retained by the City. Collateral shall be priced weekly at a minimum and to assure that the market value of the pledged securities is adequate.

Any substitution of collateral shall require prior City approval. The substituted security's market value will be equal to or greater than the required security value. Written notification of the substitution must be provided to the bank or safekeeping agent prior to any security release.

COLLATERAL DEFINED

The Entity shall accept only the following types of collateral:

- Obligations of the United States or its agencies and instrumentalities including mortgage backed securities
- Direct obligations of the state of Texas or its agencies and instrumentalities rated as to investment quality by a nationally recognized rating firm not less than A or its equivalent
- Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized rating firm not less than A or its equivalent

SUBJECT TO AUDIT

All collateral shall be subject to inspection and audit by the Chief Financial Officer or the City of Brenham's independent auditors.

X. PERFORMANCE

PERFORMANCE STANDARDS

The City of Brenham's investment portfolio will be managed in accordance with the parameters specified within this Policy. The portfolio shall be designed with the objective of obtaining a reasonable yield throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow requirements of the City.

PERFORMANCE BENCHMARK

It is the policy of the City of Brenham to purchase investments with maturity dates coinciding with cash flow needs. Through this strategy, the City shall seek to optimize interest earnings utilizing allowable investments available on the market at that time. Market value will be calculated on a monthly basis on all securities owned and compared to current book value. The City of Brenham's portfolio shall be designed with the objective of regularly meeting or exceeding the period average yield on the six month

INVESTMENT POLICY

U.S. Treasury Bill which is comparable to the City's maximum weighted average maturity in days based on its cash flow analysis.

XI. REPORTING

METHODS

The Investment Officer shall prepare an internal investment report on a monthly basis and on a quarterly basis for Council that summarizes investment strategies employed in the most recent quarter and describes the portfolio in terms of investment securities, maturities including the yield for the quarter.

The quarterly investment report shall be in compliance with the Act and include a summary statement of investment activity prepared in compliance with generally accepted accounting principles. This summary will be prepared in a manner that will allow the City Audit/Investment Committee to ascertain whether investment activities during the reporting period have conformed to the Investment Policy. The report will be provided to the City Council for review. The report will include the following:

- A listing of individual securities held at the end of the reporting period.
- Unrealized gains or losses as calculated on the beginning and ending book and market value of securities for the period.
- Additions and changes to the market value during the period.
- Average weighted yield of portfolio as compared to the City's benchmark.
- Listing of investments by maturity date.
- Fully accrued interest and earnings for the reporting period
- The percentage of the total portfolio that each type of investment represents.
- Any additional reporting information as required by the Act.
- Statement of compliance of the City of Brenham's Investment Policy and the Act.

Month-end market prices on each security are to be obtained from nationally recognized security databases (e.g., The Wall Street Journal, Bloomberg, etc.).

An independent auditor will perform an annual formal review of the quarterly reports with the results reported to the governing body.

MONITORING MARKET VALUE

Market value of all securities in the portfolio will be determined on a monthly basis. These values will be obtained from a reputable and independent source reported in the quarterly report.

INVESTMENT POLICY

XII. INVESTMENT POLICY ADOPTION

The City of Brenham's Investment Policy shall be adopted no less than annually by resolution of the City Council. The City of Brenham's Investment Policy shall be subject to revisions consistent with changing laws, regulations, and needs of the City but any such changes must be adopted by the Council before use. The resolution adopting the policy and strategies must include any changes or modifications to the Policy.

PRIOR AUTHORITY/DATE ISSUED:

City Council Resolution #R-20-028

October 1, 2020



Regular City Council
AGENDA ITEM 4-N.

Agenda Item: Approve Resolution No. R-21-028 Nominating Candidates for Election to the Washington County Appraisal District Board of Directors

Meeting Type: Regular Meeting-October 14, 2021

Department: Administration

Staff Contact: Jeana Bellinger

Classification: Consent

SUMMARY STATEMENT:

The governing body of the Washington County Appraisal District is nominated and appointed by the governing bodies that levy and collect a property tax. A ballot will be prepared for one of your November meetings based on the nominations received from the governmental entities. Attached is a letter from Chief Appraiser Dyann White outlining the process and reporting on the status of the five current board members. The current five members are: John Schaer, Charles Gaskamp, Johanna Fatheree, Leslie Boehnemann, Jr., and Joe Antkowiak. Staff is recommending the City's nominations be for the five current members.

ATTACHMENTS:

- (1) Resolution No. R-21-028
- (2) Letter from Chief Appraiser

RELEVANCE TO COMPREHENSIVE PLAN:

RECOMMENDED ACTION:

Approve Resolution No. R-21-028 nominating candidates for election to the Washington County Appraisal District Board of Directors

RESOLUTION NO. R-21-028

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

WHEREAS, the Washington County Tax Appraisal District has been established with the responsibility to fairly and equitably appraise taxable property in Washington County; and

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

WHEREAS, the governing boards of the participating taxing entities may nominate from one to five candidates to serve as directors of this appraisal district;

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

The following people are nominated as candidates for membership on the Board of Directors for the Washington County Tax Appraisal District:

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

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

APPROVED this the 14th day of October, 2021.

Clint T. Kolby
Mayor Pro Tem

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



September 30, 2021

Dear Taxing Entity Administrator:

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

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

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

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

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

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

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

The current members of the Appraisal District Board members are:

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

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

Sincerely,

Dyann White
Chief Appraiser



Regular City Council
AGENDA ITEM 5.

Agenda Item: Public Hearing, Discussion and Possibly Act Upon an Ordinance on Its First Reading Amending Appendix A - 'Zoning' of the Code of Ordinances of the City of Brenham Granting a Specific Use Permit to Allow for an Enlargement of Floor Area Occupied by a Legally Existing Nonconforming Use (Automobile Repair Shop) in a B-1, Local Business/Residential Mixed Use Zoning District, on Property Addressed as 1006 N. Park Street and Further Described as Lot S, PT 19 and N PR 21 of the William Schomburg Subdivision in Brenham, Washington County, Texas (Case No. P-21-022)

Meeting Type: Regular Meeting-October 14, 2021

Department: Development Services

Staff Contact: Shauna Laauwe, AICP

Classification: Public Hearing

SUMMARY STATEMENT:

KT Auto Plus (property owner/applicant) located at 1006 N Park Street, is requesting approval of a Specific Use Permit (SUP) to expand their existing building footprint from 2,423 square feet by an additional 3,680 square feet. The proposed 3,680 square foot enclosed addition to the existing structure includes a 40'x60' (2400 sf) addition to the rear of the existing structure that will consist of three (3) new service bays and area for parts storage and an 80'x16' (1280 sf) portion to the south of the existing structure that will accommodate an enclosed 18-wheeler bay (See Attached Staff Report Exhibit E). KT Auto Plus, established in 2006, is classified as an automobile repair shop and service garage use that is not listed as either a permitted use or as a specific use in the B-1 District, thus the existing use is considered a nonconforming use. The subject use is further found to be a legally nonconforming use as records show that the structure has been utilized as an automobile repair shop since at least 1980 when the site was previously a muffler shop. With prior approval of a SUP, the B-1 District allows any extension or enlargement of floor area occupied by a legally existing nonconforming use, provided that said enlargement does not include an increase in the land area occupied at the time of the zoning ordinance. The proposed SUP met or exceeded each of the additional development standards as noted in detail in the attached Staff Report.

The purpose of the SUP process is to identify those uses which might be appropriate within a zoning district but, due to either their location, function, or operation, could have a potentially harmful impact on adjacent properties or the surrounding area; and to provide for a procedure whereby such uses might be permitted by further restricting or conditioning them to mitigate or eliminate such adverse impacts. Staff finds that no adverse impacts to adjacent properties or surrounding area is anticipated due to the proposed continuing of an established commercial use of over 40 years, that a majority of the expansion is to the rear of the building and will not be visible from the N. Park right-of-way, and that the adjoining properties are also owned by the applicant/owner and are developed as commercial uses.

On Monday, September 27, 2021, after conducting a Public Hearing, the Planning and Zoning Commission **voted unanimously to recommend approval** of the SUP request as presented.

ATTACHMENTS:

- (1) Ordinance
- (2) Staff Report

RELEVANCE TO COMPREHENSIVE PLAN:

The future land use map portion of the Envision 2020 Comprehensive Plan suggests the subject property, and the surrounding properties that are adjacent to the north, south, and east are appropriate for commercial uses, as the subject property is near a major roadway corridor and is at a location to accommodate neighborhood focused businesses. The proposed request aligns with the goals and land use policies established in the Comprehensive Plan.

RECOMMENDED ACTION:

Approval of a Specific Use Permit to allow an enlargement of floor area occupied by a legally existing nonconforming use (automobile repair shop) in a B-1 Local Business/Residential Mixed-Use Zoning District for the subject 0.263-acre tract of land located at 1006 N. Park Street.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF BRENHAM GRANTING A SPECIFIC USE PERMIT TO ALLOW AN ENLARGEMENT OF FLOOR AREA OCCUPIED BY A LEGALLY EXISTING NONCONFORMING USE (AUTOMOBILE REPAIR SHOP) IN A B-1 LOCAL BUSINESS/RESIDENTIAL MIXED-USE ZONING DISTRICT ON APPROXIMATELY 0.263-ACRES OF LAND ADDRESSED AS 1006 NORTH PARK STREET, BEING FURTHER DESCRIBED AS LOT S, PT 19 AND N PT 21 OF THE WM. SCHOMBURG SUBDIVISION IN BRENHAM, WASHINGTON COUNTY, TEXAS.

WHEREAS, KT Auto Plus the owner of the 0.263-acres of land generally located on the east side of North Park Street and 110 feet south of its intersection with Blue Bell Road, north of Emile Street and Jefferies Street and addressed as 1006 North Park Street, being further described as Lot S, PT 19 and N PT 21 of the Wm. Schomburg Subdivision, in Brenham, Washington County, Texas, (the “Property”), has requested that the Property be issued a Specific Use Permit to allow for an enlargement of floor area occupied by a legally existing nonconforming use (automobile repair shop); and

WHEREAS, records indicate that the existing legally nonconforming use of an automobile repair shop has been in place on the Property since at least 1980 in good standing;

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

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

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

WHEREAS, this amendment was recommended unanimously for approval by the Brenham Planning and Zoning Commission during its regular meeting on September 27, 2021; and

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

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

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

SECTION 1. The Official Zoning Map of the City of Brenham is hereby amended to show that a Specific Use Permit is granted to KT Auto Plus to allow for an enlargement in floor area occupied by a legally existing nonconforming use (automobile repair shop), more particularly described in Exhibit “B”, in a B-1 Local Business/Residential Mixed-Use zoning district on approximately 0.263-acres of land addressed as 1006 North Park Street, being further described as Lot S, PT 19 and N PT 21 of the Wm. Schomburg subdivision in Brenham, Washington County, Texas said 0.263 acres of land being shown on Exhibit “A” attached hereto and incorporated herein for all purposes.

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

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

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

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

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

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

Exhibit "A"



Special Use Permit Request 1006 N Park Street

Legend

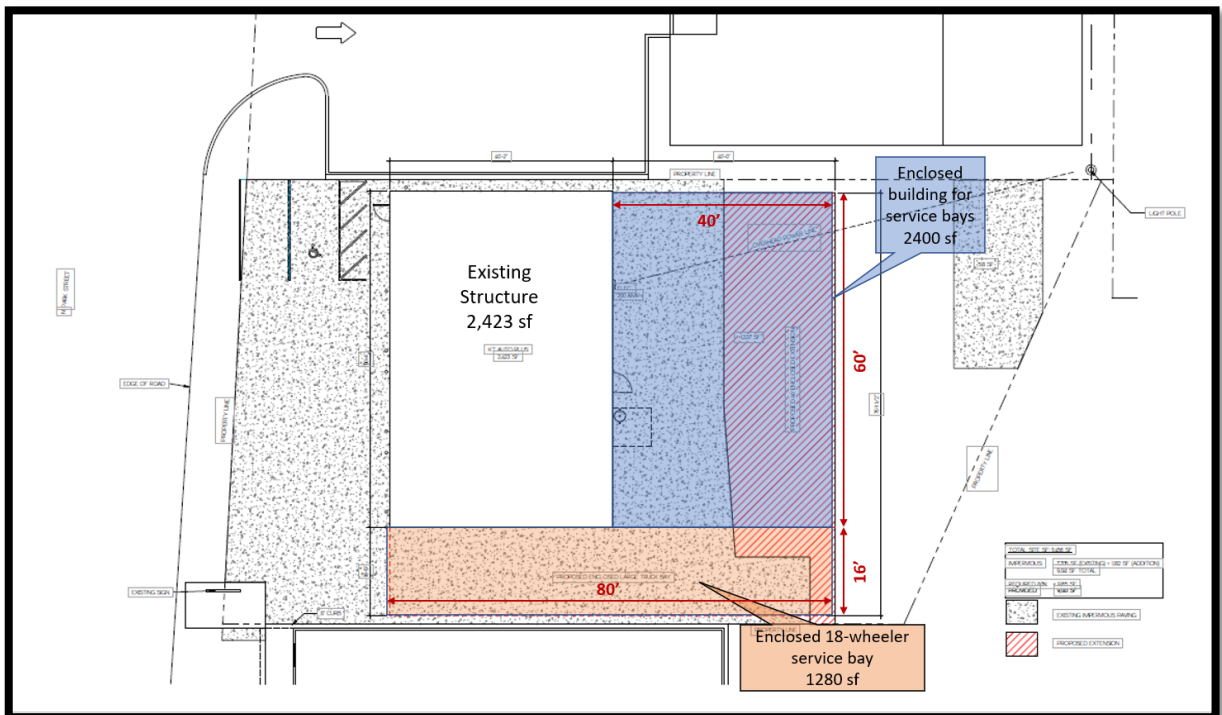
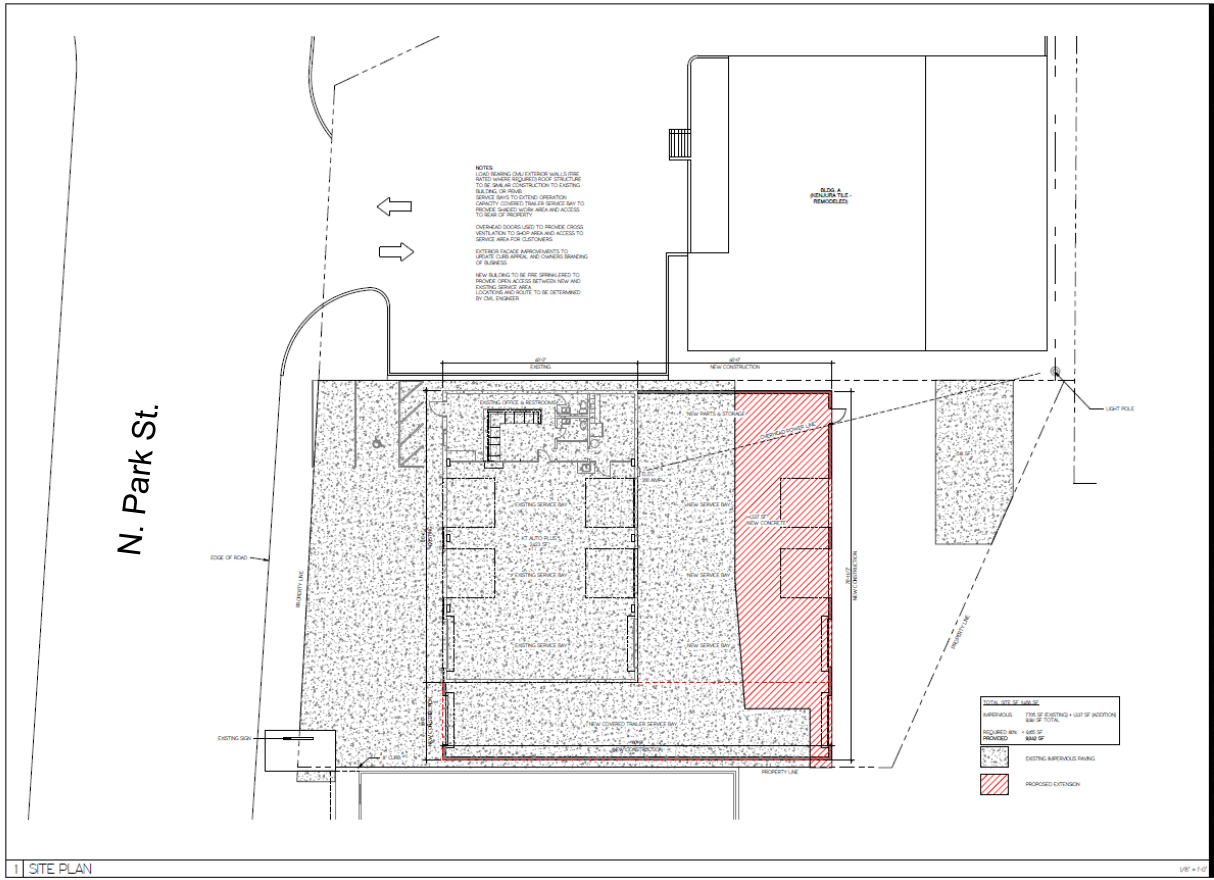
-  B1 Local Business Mixed
-  R2 Mixed Residential
-  Property Boundary



1 inch = 100 feet



Site / Floor Plan





CASE NUMBER P-21-022
SPECIFIC USE PERMIT REQUEST – EXTENSION OR ENLARGEMENT OF FLOOR
AREA OCCUPIED BY A LEGALLY EXISTING NON-CONFORMING USE

STAFF CONTACT:	Shauna Laauwe AICP, Project Planner
APPLICANT/OWNER:	KT Auto Plus
ADDRESS/LOCATION:	1006 N. Park Street
LEGAL DESCRIPTION:	Lot S PT 19 and N PT 21 of the Wm. Schomburg Subdivision
LOT AREA:	Approximately 0.263 acres (11,456 sq.ft.)
ZONING DISTRICT/USE:	B-1, Local Business / Residential Mixed District (Exhibit B)
FUTURE LAND USE:	Commercial (Exhibit C)
REQUEST:	A request for a Specific Use Permit to allow an enlargement of floor area occupied by a legally existing nonconforming use (automobile repair shop) (Exhibit D).

BACKGROUND:

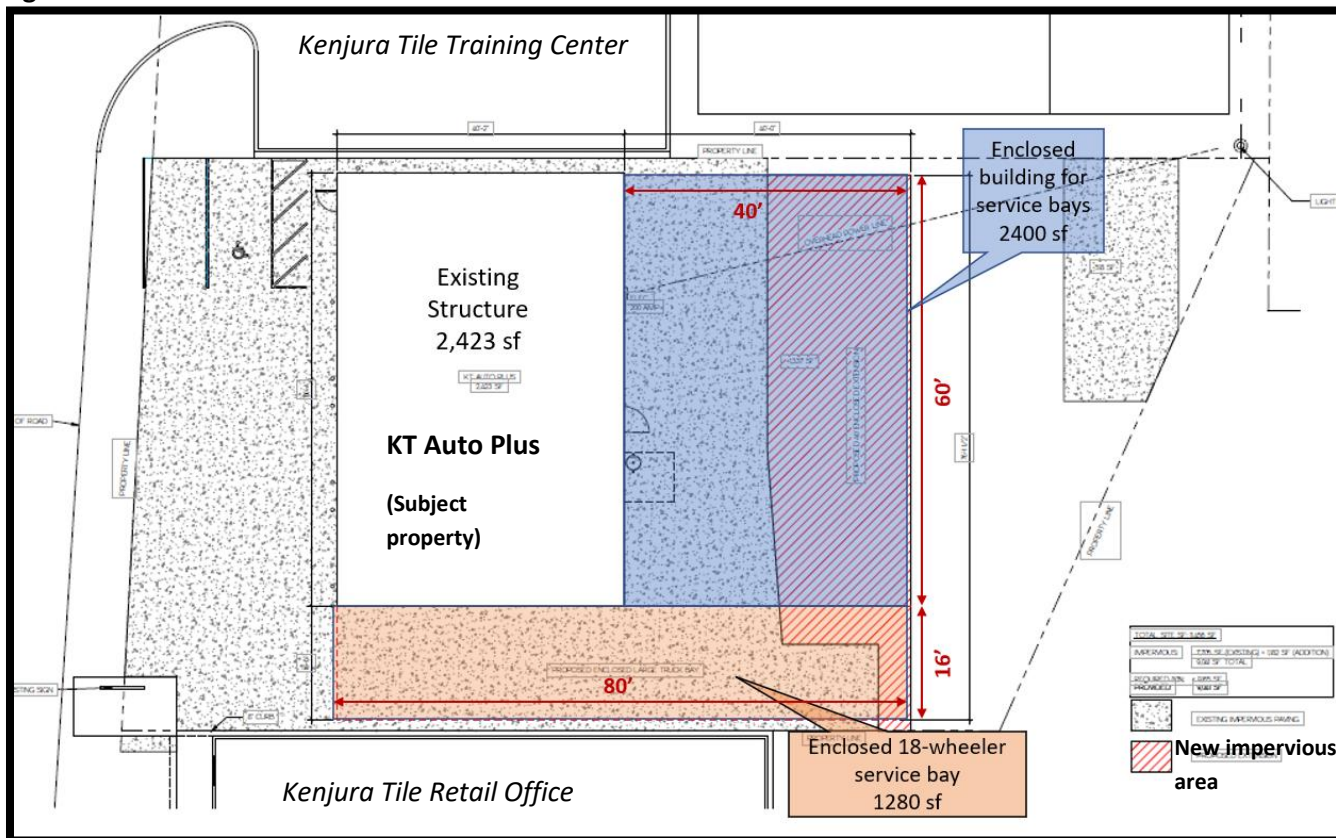
The subject property is a 0.263-acre tract that is addressed as 1006 N Park Street, and generally located on N. Park Street south of its intersection with Blue Bell Road. As seen in Figure 1, the subject property is on the east side of N. Park Street, south of E. Blue Bell Road and north of Emile Street and Jefferies Street. The property is zoned B-1, Local Business / Residential Mixed-Use District and is developed as KT Auto Plus with a 2,423 square foot automobile repair shop and service garage. Automobile repair shop and service garage uses are not listed as either a permitted use or as a specific use in the B-1 District, thus the existing use is classified as a nonconforming use. KT Auto Plus was established in 2006, with the previous use from 1980-2006 also being an automobile repair shop as a muffler repair business. In 2006, KT Auto

Figure 1



Plus received a Specific Use Permit to allow for a 680 square foot expansion of the building to its existing 2,423 square foot footprint. As shown in Figure 2 below, the applicant now proposes to construct a 3,680 square foot enclosed addition to the existing structure, that includes a 40'x60' (2400 sf) addition to the rear of the existing structure that will consist of three (3) new service bays and an area for new parts and storage and an 80'x16' (1280 sf) portion to the south of the existing structure that will accommodate an enclosed 18-wheeler service bay. The red-hatched area shown in Figure 2 and Exhibit E, that is approximately 1337 sf, is the portion of the proposed expansion that will constitute new impervious cover to the existing site.

Figure 2



With prior approval of a Specific Use Permit (SUP), the B-1 District (Section 3.03 (2)) allows any extension or enlargement of floor area occupied by a legally existing nonconforming use, provided that said enlargement does not include an increase in the land area occupied at the time of the effective date of this ordinance. Therefore, the applicant is seeking a Specific Use Permit to allow for an enlargement of 3,680 square feet to the existing structure footprint of the legally nonconforming automobile repair and garage shop use.

ANALYSIS OF CITY OF BRENHAM ZONING POLICIES:

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

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

The approximate 0.263-acre tract of land is generally located on the east side of N. Park Street and one lot south of the Blue Bell Road and N. Park Street intersection. The subject property, and all adjacent and surrounding properties are located within a B-1, Local Business/Residential Mixed-Use District that is established as a medium density, mixed use district with diverse uses to provide convenient locations for neighborhood shopping and for moderate density multifamily housing with easy access to transportation routes and neighborhood shopping. Both adjacent properties are owned by the applicant, with the adjacent property to the north developed as the Kenjura Tile Training Center and the adjacent property to the south as the Kenjura Tile retail store. Surrounding properties to the west, across North Park Street are zoned B-1, but are primarily single-family residential uses. Further to the north, across Blue Bell Road are developed as commercial uses with Burger King on the northwest corner and Andrea's Taco Shop on the northeast corner.

The SUP process allows staff to identify additional land uses, which may be appropriate in special circumstances. With the proposed expansion, the existing nonconforming use as an automobile repair shop will remain the same. The subject property has been developed and utilized as an automobile repair shop since at least 1980. While the expansion would perpetuate the nonconforming use, the surrounding uses are commercial in nature and the existing repair shop is not out of character with the area.

Staff recommends approval of the SUP request as the proposed expansion will be compatible with existing development in the general vicinity and staff is unable to identify any adverse impacts to the surrounding neighborhood.

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

The future land use map portion of the Historic Past, Bold Future 2040 Comprehensive Plan suggests the subject property and surrounding area as Commercial. The commercial designation is for properties envisioned to provide commercial retail, office and service uses, primarily along portions of major roadway corridors within the community for high visibility and accessibility, but also in other locations to accommodate neighborhood-focused businesses. The subject property and lots in the vicinity, primarily on the east side of North Park Street and at the highly visible intersection of Blue Bell Road and North Park Street to the north, are commercial uses that meet the criteria of the commercial designation as described in the Comprehensive Plan. The requested SUP would not deter from the envisioned use. Staff finds that the proposed request aligns with the goals and land use policies established in the Comprehensive Plan.

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

The subject property has existing utilities available along N. Park Street and Schomburg Street. The proposed expanded use will not require additional extension of city utilities.

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

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

citizen viewing on the City of Brenham homepage.

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

Property owners within 200 feet of the project site were mailed notifications of this request on September 16, 2021. The Notice of Public Hearing was published in the Brenham Banner on September 16, 2021. As of the date of this staff report, Staff has not received any calls or written comments regarding the proposed expansion of the nonconforming use. Any public comments submitted to staff will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

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

If approved, the property will be required to adhere to the regulations of the B-1 District to include off-street parking requirements, minimum building setbacks and maximum impervious coverage requirements. The applicant has submitted a site and floorplan (Exhibit E) that depicts the proposed expansion to the rear and south of the existing building and the interior layout. The proposed building expansion to the south will place the proposed southern wall at approximately two (2) feet from the property line. While the zoning regulations for the B-1 District does not require side yard setbacks, due to the proximity to the property line, the fire code will require that the southern wall be fire-rated and for the structure to have an automatic fire sprinkler system. Although the applicant proposes to expand the existing building footprint by 3,680 square feet, only 1,337 square feet of the expansion will consist of new impervious area that is not currently covered by pavement. The proposed expansion will increase the impervious cover (structures and pavement) of the 11,456 square foot subject property from 7,705 to 9,042 square feet for an impervious coverage from an existing 67.25% to a proposed 78.9%. The maximum allowed impervious lot coverage in the B-1 District is 80%, thus little to no future expansions will be allowable on this site. Staff finds that the site development requirements will ensure that adequate open space is preserved on the subject property.

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

Staff finds that the requested land use is appropriate in this location given adjacent zoning designations, existing development in the vicinity, and conformance with the City's adopted Comprehensive Plan. With the expansion, the site will be required to provide landscaping that will enhance the attractiveness of the site. The proposed use is in line with the Future Land Use Plan and the development requirements for the B-1 zoning district.

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

The subject property and the surrounding vicinity are located within a B-1 District, is a mixed-use district that allows for a variety of neighborhood shopping uses and residential uses to include single family and two-family dwellings, and multifamily dwellings on sites of more than two acres. Both adjacent properties are owned by the applicant, with the adjacent property to the north

developed as the Kenjura Tile Training Center and the adjacent property to the south as the Kenjura Tile retail store. Surrounding properties to the west, across North Park Street are zoned B-1, but are primarily single-family residential uses. Further to the north, across Blue Bell Road are developed as commercial uses with Burger King on the northwest corner and Andrea's Taco Shop on the northeast corner. The long-standing automobile repair shop and garage use is not out of character with the surrounding predominately commercial uses to the north and east and nearby residential uses to the west. Staff finds that the expansion of the automobile repair shop and garage use is compatible to nearby land uses and consistent with the land use policies established in the Comprehensive Plan.

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

Staff finds that approval of the proposed SUP to allow for further development of the property with an expansion of the automobile repair shop and garage use will not adversely affect health, safety, morals, or general welfare of properties in the general vicinity or the community in general. Most of the expansion will be to the rear of the existing building and not in view from the public right-of-way.

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

Staff believes that the proposed development is compatible with anticipated uses surrounding this property. The SUP would allow for the expansion of the existing building that has been utilized as an automobile repair shop for over 40 years. Much of the expansion will be to the rear of the existing building and not visible from the public right-of-way. The adjoining properties are also owned by the applicant/owner and are developed as commercial uses. The existing structure and proposed expansion will be required to meet all zoning, building code and fire code requirements. The existing nonconforming automobile repair shop use and proposed expansion is in character with the adjoining commercial properties.

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

If approved, the proposed SUP will allow for the expansion of KT Auto Plus, an existing legally nonconforming automobile service shop and garage use. All adjacent properties are Commercial properties, in addition to commercial uses to the north, across Blue Bell Road. The surrounding properties to the west, across North Park Street are zoned B-1, but are predominately single-family uses that are envisioned to continue as single-family uses in the Future Land Use Plan. Vacant commercial properties are located within the surrounding neighborhood, on the southwest corner of N. Park Street and Blue Bell Road and along Blue Bell Road to the west and east. Staff finds that the proposed SUP, if approved, will not negatively affect vacant land classified for commercial uses.

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

The property is currently developed as an automobile service station and mechanic shop within a B-1, Local Business/Residential Mixed-Use District. Staff is not aware of any hindrances on the

property created by legally existing incompatible uses. The applicant's request will allow the subject property to develop in a compatible manner that is consistent with the Future Land Use Plan.

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

The adjacent properties and surrounding area to the north, south, and east are characteristically commercial. Staff finds approval of the proposed SUP will allow for the orderly growth and development in the general vicinity and throughout the city.

STAFF RECOMMENDATION:

Staff recommends **approval** of a Specific Use Permit to allow an extension or enlargement of floor area occupied by a legally existing nonconforming use (automobile repair shop) on property addressed as 1006 N. Park Street and described as Lot S PT 19 and N PT 21 of the Wm. Schomburg Subdivision in Brenham, Washington County, Texas.

EXHIBITS:

- A. Aerial Map
- B. Zoning Map
- C. Future Land Use Map
- D. Cover Letter to the Commission
- E. Proposed Building Elevations & Site
- F. Site photos

EXHIBIT "A"
AERIAL MAP



Special Use Permit Request
1006 N Park Street



1 inch = 100 feet



Legend

 Property Boundary

EXHIBIT "B"
ZONING MAP



Special Use Permit Request
1006 N Park Street

Legend

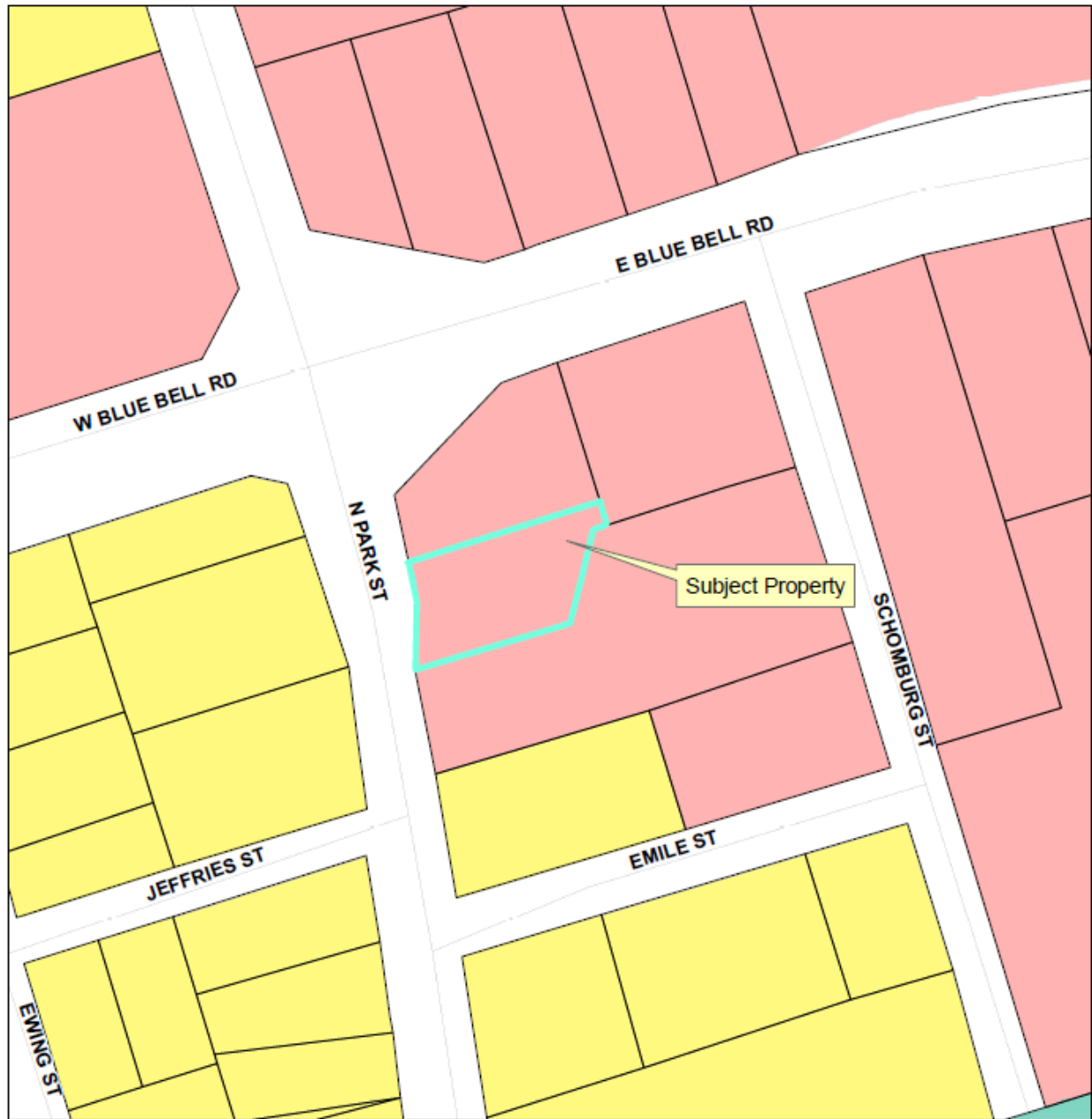
- B1 Local Business Mixed
- R2 Mixed Residential
- Property Boundary



1 inch = 100 feet



EXHIBIT "C"
FUTURE LAND USE MAP



Special Use Permit Request
1006 N Park Street

Future Land Use Plan

FLU_FINAL

Park

Single Family Residential

Commercial

Property Boundary



1 inch = 100 feet



EXHIBIT "D"
SUP APPLICATION COVER LETTER



PlanNorth Architectural Co.
P.O. Box 2468
Brenham, Texas 77833

City of Brenham
Attn: Stephanie Doland, Development Services
200 West Vulcan
Brenham, Texas 77833

Re: Specific Use Permit Application for KT Auto Business Expansion, 1006 North Park Street, Brenham Texas

Dear Mrs. Doland,

Please accept this letter in reference to the KT Auto property located at 1006 North Park Street in Brenham, and owned by Rick Kenjura. Mr. Kenjura has retained our office to act on his behalf in reference to his upcoming building improvement projects at the above address.

KT Auto is seeking a Specific Use Permit for the purpose of a minor building expansion to his existing business. Mr. Kenjura wishes to expand the floor area of the existing auto repair shop in efforts to support his growing business. The existing zoning designation is B-1, and we have been advised by your team that the team will need to seek this SUP in order to proceed with the project. Mr. Kenjura is under contract for Architectural and Engineering drawings to complete a set of drawings for construction which meet current building codes, and needs a SUP in order to secure a building permit for this project.

Please contact my office should you have any questions or concerns regarding this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Katie Burch", is written over a horizontal line.

Katie Burch, AIA
Principal Architect, PlanNorth Architectural Co.
979-251-4145
katie@plannorth.com



$\sqrt{8} = 2.8$ 

EXHIBIT "F"
SITE PHOTOS



South area of the existing building to be expanded for an 18-wheeler service bay



Rear of the existing site



View to the North: Intersection of N. Park Street & Blue Bell Road



Kenjura Tile Training Center adjacent to the North



**Single-Family Residential to the West, across N. Park Street
Zoned B-1, Local Business/Residential Mixed-Use District**



Regular City Council
AGENDA ITEM 6.

Agenda Item: Public Hearing, Discussion and Possible Action Upon an Ordinance on Its First Reading Amending Chapter 6, Buildings and Structures, Article II, Building Code, of the Code of Ordinances of the City of Brenham, Texas to Provide for the Adoption of the 2018 Editions of the International Building Code, International Fuel Code, International Mechanical Code, International Property Maintenance Code, International Plumbing Code, International Energy Conservation Code, International Residential Code, International Existing Building Code, International Swimming Pool and Spa Code, International Fire Code and the 2017 Edition of the National Electric Code, with Local Amendments, and to Add Article XII Providing for the Regulation of Substandard Buildings and Structures; and Amending Chapter 8, Fire Protection and Prevention, of the Code of Ordinances of the City of Brenham, Texas by Adopting Various Revisions and Repealing Article IV - Substandard Buildings and Structures

Meeting Type: Regular Meeting-October 14, 2021

Department: Development Services

Staff Contact: Allen Jacobs

Classification: Public Hearing

SUMMARY STATEMENT:

The City of Brenham updates and adopts current editions of the International Building Code and Complimentary Building Codes in an effort to maintain a safe built community for Brenham. The routine updating of the ordinance of the Building Codes and Complimentary Codes also helps with lower premiums for building insurance rates for our community since the Building Code updates demonstrate a building safety plan through the nationally recognized Insurance Services Offices (ISO).

The City of Brenham Development Services Department has actively notified builders and licensed trades of the future updates. We have notified the contractors and trades through the City of Brenham Website and also with notification handouts from our front desk. The notifications outline what may be considered significant changes. This is the same process we have exercised for previous Building Code and Complimentary Code updates and it has been a smooth transition.

The proposed ordinance adopts Chapter 6, 'Buildings and Structures' and Chapter 8, 'Fire Protection and Prevention,' of the City of Brenham Code of Ordinances, which consists of the following codes:

- 2018 International Building Code
- 2017 National Electric Code (NEC)
- 2018 International Mechanical Code
- 2018 International Property Maintenance Code
- 2018 International Plumbing Code
- 2018 International Energy Conservation Code
- 2018 International Residential Code
- 2018 International Existing Building Code
- 2018 International Swimming Pool and Spa Code
- 2018 International Fire Code

Furthermore, this ordinance realigns Article IV, from from Chapter 8, Fire Protection and Prevention, of the City of Brenham Code of Ordinance as Article XII, Chapter 6, Buildings and Structures, of the City of Brenham Code of Ordinances. This change aligns all of the Building Codes in the one chapter, this being Chapter 6, of the City of Brenham Code of Ordinances.

ATTACHMENTS:

- | |
|---|
| (1) Ordinance for First Reading
(2) Summary of Changes |
|---|

RELEVANCE TO COMPREHENSIVE PLAN:

RECOMMENDED ACTION:

Approve an Ordinance on its first reading amending Chapter 6, Buildings and Structures, Article II, Building Code, of the Code of Ordinances of the City of Brenham, Texas to provide for the adoption of the 2018 Editions of the International Building Code, International Fuel Code, International Mechanical Code, International Property Maintenance Code, International Plumbing Code, International Energy Conservation Code, International Residential Code, International Existing Building Code, International Swimming Pool and Spa Code, International Fire Code and the 2017 Edition of the National Electric Code, with local amendments, and to add Article XII providing for the regulation of Substandard Buildings and Structures; and amending Chapter 8, Fire Protection and Prevention, of the Code of Ordinances of the City of Brenham, Texas by adopting various revisions and repealing Article IV - Substandard Buildings and Structures

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS AMENDING CHAPTER 6 – “BUILDINGS AND STRUCTURES” OF THE CODE OF ORDINANCES, CITY OF BRENHAM, TEXAS BY ADOPTING THE 2018 EDITIONS OF THE INTERNATIONAL BUILDING CODE, INTERNATIONAL FUEL GAS CODE, INTERNATIONAL PROPERTY MAINTENANCE CODE, INTERNATIONAL PLUMBING CODE, INTERNATIONAL ENERGY CONSERVATION CODE, INTERNATIONAL MECHANICAL CODE, INTERNATIONAL RESIDENTIAL CODE, INTERNATIONAL SWIMMING POOL AND SPA CODE, INTERNATIONAL FIRE CODE, AND INTERNATIONAL EXISTING BUILDING CODE AND ADOPTING THE 2017 EDITION OF THE NATIONAL ELECTRICAL CODE; AMENDING CHAPTER 6 – “BUILDINGS AND STRUCTURES” OF THE CODE OF ORDINANCES, CITY OF BRENHAM, TEXAS BY ADDING ARTICLE XII PROVIDING FOR THE REGULATION OF SUBSTANDARD BUILDINGS AND STRUCTURES; AMENDING CHAPTER 8 – “FIRE PROTECTION AND PREVENTION” OF THE CODE OF ORDINANCES, CITY OF BRENHAM BY ADOPTING VARIOUS REVISIONS AND REPEALING ARTICLE IV – SUBSTANDARD BUILDINGS AND STRUCTURES; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR SEVERABILITY; REPEALING ALL CONFLICTING ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Brenham regulates buildings and structures within the city limits to promote safe and appropriate buildings and structures; and

WHEREAS, the City Council of the City of Brenham, Texas desires to amend Chapter 6, Buildings and Structures by adopting the 2018 editions of the following codes: International Building Code, International Residential Code, International Fuel Gas Code, International Mechanical Code, International Property Maintenance Code, International Plumbing Code, International Energy Conservation Code, International Swimming Pool and Spa Code, International Fire Code, and the International Existing Building Code and the 2017 edition of the National Electrical Code, and to amend the Code of Ordinances of the City of Brenham, Texas in order to adopt these codes with certain revisions thereto; and

WHEREAS, the City Council of the City of Brenham, Texas desires to amend Chapter 8, Fire Protection and Prevention by removing Article IV – Substandard Buildings and Structures and to realign the original Article IV – Substandard Buildings and Structures content in Chapter 6, Buildings and Structures, with same information and content, as new Article XII, of Chapter 6, Buildings and Structures, and to amend or add to the Code of Ordinances of the City of Brenham, Texas in order to adopt these codes;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, THAT CHAPTER 6- “BUILDINGS AND STRUCTURES” OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS BE AMENDED IN THE FOLLOWING MANNER:

SECTION 1.

That Chapter 6 – “Buildings and Structures” of the Code of Ordinances of the City of Brenham, Texas is hereby repealed in its entirety.

SECTION 2.

That Chapter 6 – “Buildings and Structures” of the Code of Ordinances of the City of Brenham, Texas is hereby amended to read as follows:

Chapter 6. BUILDINGS AND STRUCTURES

ARTICLE I. - IN GENERAL

ARTICLE II – BUILDING CODE

ARTICLE III. - ELECTRICAL

ARTICLE IV. - GAS

ARTICLE V. - PROPERTY MAINTENANCE

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ARTICLE I. IN GENERAL

Sec. 6-1. Adoption of building codes.

The codes listed below and all revisions thereto are hereby adopted and incorporated as fully as if set forth at length herein, save and except such portions as may hereinafter be amended, and not less than two (2) copies of said codes have been and are now filed at the offices of the City of Brenham, and from the date on which this section shall take effect, the provisions therein shall be controlling in the construction, alteration, repair, equipment, use and occupancy, location, and maintenance of all buildings and structures within the area of jurisdiction of the city.

Regulations adopted in Article I shall be applicable to all articles within this chapter.

Codes adopted by the City of Brenham:

2018 International Building Code (IBC)

2017 National Electric Code (NEC)

2018 International Fuel Gas Code (IFGC)
2018 International Mechanical Code (IMC)
2018 International Property Maintenance Code (IPMC)
2018 International Plumbing Code (IPC)
2018 International Energy Conservation Code (IECC)
2018 International Residential Code (IRC)
2018 International Existing Building Code (IEBC)
2018 International Swimming Pool and Spa Code (ISPSC)
2018 International Fire Code (IFC)

Sec. 6-2. Permits.

- (a) Permits shall be issued for all work as required by the adopted codes.
- (b) The city council shall set, by resolution, fees for permits under this chapter at their sole discretion.
- (c) Permits issued for lawful construction shall be null and void if such construction has been abandoned for a period of one hundred eighty (180) or more days.

Sec. 6-3. Office of the building official – Appointment; qualifications; making required inspections and reports.

A qualified building official shall serve as chief combination inspector and chief code official. Any designated combination inspectors, hereby referred to as code officials, must be qualified professionals; must be of good moral character and business integrity; and must maintain applicable International Code Council inspector certifications and licenses as required by best practices or state law. The building official shall be responsible for interpretations and enforcement of the adopted building codes.

Sec. 6-3.1. Same – Conflicting interest prohibited.

The building official and any designated combination inspectors during their tenure of office shall not be engaged in the business of building, plumbing, electrical or any other type of construction contracting or any branch of the construction business either directly or indirectly or have such financial interest in such business within the city. It shall be prohibited for any employee engaged in inspection activities to inspect his/her own work or any work performed by an entity in which they have a financial interest.

Sec. 6-4. Board of appeals – Composition; appointment; qualifications.

The building standards commission is hereby appointed the board of appeals for any appeal of a decision by the building official or variance requested from the adopted building codes.

Sec. 6-4.1. Same – Calling meetings.

The board of appeals shall meet at the call of the building official.

Sec. 6-4.2. Same – Appeals to board of appeals; procedure; fee.

Any permit holder, whose work has been denied or rejected by the inspector, and a controversy has arisen as to whether the work conforms to the ordinances and regulations, or a person who has been ordered by the inspector to incur an expense in the alteration, repair or construction of any building, may, within fifteen (15) days thereafter appeal therefrom by giving to the inspector notice in writing of such an appeal; such notice or a certified copy thereof shall at once be transmitted by the inspector to the board of appeals. After notice to such persons as the board may direct, a hearing shall be had, and the board may by a majority vote affirm, annul or modify such action of the inspector. If the action of the inspector is affirmed, such action shall have full force and effect. If the action of the inspector is modified or annulled a permit shall be issued accordingly.

Sec. 6-5. Appeals to governing body.

If an applicant is dissatisfied with the decision of the board of appeals, he shall have the right of final appeal to the governing body, whose judgment as to all matters involved shall be final.

Sec. 6-6. Liability.

The provisions of this chapter shall not be construed to relieve from or to lessen the responsibility of any person performing work within the scope of these adopted codes for damage or injury to any person or property, nor shall it be construed to impose on the city any liability by reason of the inspection herein provided for or by reason of any certificate issued hereafter.

Sec. 6-7. Exemption of owners doing own work.

Any person, who has acquired the necessary permits from the building official, may perform work on a property or premises where the person has a homestead exemption, provided that the material and equipment used and the work that is done are in strict accord with the rules and regulations of this article and that the inspector's approval be obtained upon inspection in regular order. The property owner must actually perform the work and no person other than the actual owner shall do any part of the work unless the other person is fully licensed and in full compliance with all the provisions of this article.

Sec. 6-8. Keeping records.

The building official shall keep complete records of all permits issued and inspections made.

Sec. 6-9. Request for final inspection; issuance and revocation of certificate; temporary and preliminary certificates.

Upon the completion of all work which has been authorized by issuance of a permit, it shall be the duty of the permit holder to notify the inspector, who shall inspect the installation promptly after such notice is given; and, if it is found to be fully in compliance with the provisions of this chapter, they shall issue to such person a final certificate of approval authorizing occupancy of the

building or structure. When a certificate is issued authorizing the use of temporary work, such certificate shall be issued to expire at a stated time and shall be revocable by the inspector at his discretion. A preliminary certificate may be issued authorizing the use of certain specified portions of an uncompleted project, which preliminary certificate shall be revocable at the discretion of the inspector. No certificate of occupancy shall be issued unless all work has been inspected and is in strict conformity with the provisions of this chapter and the statutes of the state.

Sec. 6-9.1. Same – Inspections prior to concealment.

When any part of a building system is to be hidden from view by the permanent placement of parts of the building, the person installing any concealed building systems shall so notify the inspector and such parts of the installation shall not be concealed until they have been inspected or approved.

Sec. 6-9.2. Same – Notice of defects.

If upon inspection of any building system, the building system is found to not be fully in compliance with this article, the inspector shall at once forward to the permit holder, a notice stating the defects which have been found to exist.

Sec. 6-9.3. Same – Periodic reinspections; correction of defective conditions.

The inspector shall periodically make a thorough reinspection of the installation of all permitted work; and when any permitted work completed has been found to be in a dangerous or unsafe condition, the persons owning, using, or operating the same shall be so notified in writing by the inspector and shall make the necessary repairs or change required for such work to be in a safe condition and have such work completed within fifteen (15) days or any longer period specified by the inspector in said notice. The inspector is hereby empowered to disconnect or order the discontinuance of utility services to such structure, building, or systems so found to be defectively or improperly constructed or installed until such work have been made safe as directed by the inspector.

Sec. 6-9.4. Same – New residential construction; site final coverage requirement for sodding.

Prior to requesting a final inspection on new residential home construction, the entire permeable landscape is required to have landscape grass established. The entire permeable landscape area shall have sod installed and/or hydro mulching completed at all disturbed permeable areas where site grades were established on site, and/or where existing landscape grasses are not established or were damaged during construction.

Sec. 6-9.5. Same - Covenant for maintenance of storm water detention system.

The owner (“Declarant”) of real properties requiring storm water detention systems are required to complete the City of Brenham standard form agreement for maintenance of storm detention systems. The owner (“Declarant”) is required to complete the agreement prior to requesting the final inspection.

Sec. 6-10. Tradesman – License required.

It shall be unlawful for any plumber, electrician, or mechanical installer to perform any work that requires a permit within the city, without first obtaining a license from the State of Texas to engage in electrical, plumbing, or mechanical work and practice. Licensed tradesman must be the permit holders for any work required to be completed by a licensed tradesman.

Sec. 6-11. Conflict of codes with other regulations.

- (a) The provisions of the building codes, and local amendments thereto, shall supersede other ordinances, codes or regulations to the extent that such laws, ordinances, codes or regulations are inconsistent with the provisions of said codes; provided, that nothing herein contained shall be construed to prevent the adoption and enforcement of a law, ordinance, or regulation which is more restrictive or establishes a higher standard than those provided in the building codes, and such more restrictive requirement or higher standard shall govern during the period in which it is in effect.
- (b) In a case where a provision of the building codes is found to be in conflict with a provision of a zoning, building, electrical, plumbing, fire, safety, health, water supply or sewage disposal law or ordinance, or regulation adopted pursuant thereto, or other ordinance, code or regulation, the provision or requirement which is more restrictive or establishes the higher standard shall prevail.

Sec. 6-12. Conformity with other regulations.

- (a) Installations, alterations and repairs to commercial or residential premises, manufactured homes, materials, assemblies, and equipment utilized in connection therewith, shall be reasonably safe to persons and property, and in conformity with applicable ordinances of the city and orders, rules and regulations issued by the authority thereof.
- (b) Except as otherwise provided in this article, conformity of installations, alterations and repairs of commercial or residential premises, manufactured homes, materials, assemblies, and equipment utilized in connection with such buildings and structures, with the applicable requirements of the building codes adopted in chapter 6, shall be prima facie evidence that such work, materials, assembly or equipment is reasonably safe to persons and property.

Sec. 6-13. Severability of provisions of code.

It is hereby declared that the several provisions of the building codes are separable, in accordance with the following:

- (1) If any court of competent jurisdiction shall judge any provisions thereof to be invalid, such judgment shall not affect any other provisions thereof not specifically included in said judgment.
- (2) If any court of competent jurisdiction shall judge invalid the application of any provision thereof to a particular property, building or other structure, such judgment shall not affect the application of said provision to any other property, building or structure not specifically included in said judgment.

Sec. 6-14. Penalties for violations of codes.

- (a) Any person who shall violate any of the provisions of the building codes adopted under this chapter, shall be deemed guilty of a misdemeanor and upon conviction shall be punished as provided in section 1-5 of the City of Brenham Code of Ordinances.
- (b) Any person who allows or permits the use or occupancy of any building, structure or premises of which he is the owner, which is in violation of any provision of the building codes adopted under this chapter shall likewise be punished.

Secs. 6-15 – 6-25. Reserved.

ARTICLE II. BUILDING CODE

Sec. 6-26. Adoption of building code.

The International Building Code, being particularly the 2018 International Building Code, and all revisions thereto, save and except such portions as may hereinafter be amended, of which code not less than two (2) copies have been and are now filed at the offices of the City of Brenham, are hereby adopted and incorporated as fully as if set forth at length herein, and from the date on which this section shall take effect, the provisions therein shall be controlling in the construction, alteration, repair, equipment, use and occupancy, location, maintenance, removal and demolition of all buildings and structures within the area of jurisdiction of the city.

Sec. 6-27. Building code local amendments.

The following local amendments are made to the International Building Code, 2018 Edition, as adopted by the City of Brenham:

Section 101.1 is hereby amended by inserting the following: the City of Brenham

Section 105 is hereby amended by adding Section 105.8 to read as follows: If work done on a building/structure cumulatively within any 12-month period constitutes a "substantial improvement" (as defined in the City's flood damage prevention ordinances, e.g., Section 8 ½ -5 of this Code), the owner shall—to the extent reasonably practicable—make the building comply with current code provisions for new construction regarding: (i) structural components (except foundations) and (ii) life safety features (hand and guard rails, smoke alarms, carbon monoxide alarms, safety glazing, ground fault circuit interrupters, arc-fault combination breakers, emergency egress from sleeping rooms, locking devices on required egress components, etc.). To determine the "market value" of a pre-existing building, the most current tabulation of square foot construction costs published by the International Code Council (usually as part of "Building Valuation Data." see e.g., www.iccsafe.org/cs/techservices) shall be used.

Section 105 is hereby amended by adding Section 105.9 to read as follows: If a building is "substantially damaged" (as defined in the City's flood damage prevention ordinances, e.g., Section 8 ½ -5 of this Code), the owner shall cause it to be: (i) secured to prevent entry by unauthorized persons, within 24 hours after all embers are extinguished (or other damaging occurrence has ended) and (ii) either demolished (in accordance with Chapter 8 ½ of this Code) or rebuilt in conformity with applicable technical codes as though it were a new

building. Normal permits (including certificate of occupancy) are required. Work to demolish or rebuild must begin within 60 days following the date the occurrence ends and must be completed within a reasonable time, but not longer than the time allowed by the applicable permit(s). To determine the "market value" of a pre-existing building, the most current tabulation of square foot construction costs published by the International Code Council (usually as part of "Building Valuation Data," see, e.g., www.iccsafe.org/cs/techservices) shall be used.

Section 107 is hereby amended by adding Section 107.6 to read as follows:

Building Plans, Applications and Permits

A complete application for a building permit shall be accompanied by a complete set of construction permit plans for residential construction projects and commercial construction projects.

Residential permit applications shall be submitted with a minimum of two (2) sets of the construction plans for all one-and two-family dwellings. Each set shall include the following: site plan, floor plan, framing plan, and mechanical, electrical, and plumbing plans for all one-and two-family dwellings. Utility requirements should be noted on all plans.

Commercial building permit applications and multi-family apartment building permit applications shall be submitted with a minimum of three (3) sets of construction plans and an electronic copy of the complete set of plans. Each set shall include the following: site plan, floor plan, framing plan, and mechanical, electrical, and plumbing plans. Utility requirements should be noted on all plans.

State of Texas architectural and engineering seals are required to accompany an application for a building permit as required by the Texas Board of Architectural Examiners and the Texas Board of Professional Engineers and Land Surveyors. Additionally, all commercial and apartment buildings over five thousand (5,000) square feet, will require a full set of plans, including plumbing, electrical, mechanical, structural, final topography, MEP site plans, and all architectural and engineering seals on plans, to accompany the application for a building permit.

Site plan shall be on a minimum sheet size of 24" X 36" and shall be in conformity with the City of Brenham's adopted Design Guidelines and Standards Specifications and will show:

- (1) Vicinity map and north arrow.
- (2) Scale should be largest standard engineering scale possible on sheet (not smaller than one inch = 50').
- (3) Plan must show dimension of all property lines.
- (4) All existing and proposed structures must be shown with building dimensions and distances from property lines.
- (5) Setbacks as required by zoning.
- (6) On and off-site circulation and access with dimensions, shape, and location.
- (7) Location and width of curbs, drainage ditches, sidewalks and rights-of-way.
- (8) Parking areas with dimensions and adherence to minimum parking requirements.
- (9) For all Commercial and Multiple-Family uses provide landscaping and screening plan.

- (10) Proposed finished floor elevation and top of curb elevation shall be noted.
- (11) Location of existing and proposed underground and overhead utilities.
- (12) All recorded public easements shall be shown and properly dimensioned.
- (13) Location of existing and proposed fire hydrants and vehicle lay of hose.
- (14) Title block including: a. Property acreage, address, and legal description b. Name, address, and phone number of property owner c. Date of submittal or drawing.

The floor plan shall include the proposed utility requirements for the structure. Plan review shall be completed within ten (10) working days after submission of a complete application packet. Larger projects may take longer. After review, individual permits will be issued for building, electrical, mechanical, plumbing, fire system and irrigation phases. Each individual contractor shall be responsible for inspection of his work. All plumbing, mechanical, fire system and irrigation contractors must show appropriate state license and proof of insurance. All electrical contractors shall have a current state license and all employees must have proper journeyman or apprentice license on job. All extensions, taps, permit fees or deposits shall be paid at the time the permit is issued. Prior to construction, the contractor or owner shall verify with the city all utility locations and depths. The contractor shall be responsible for placing a string line on a minimum of two (2) property lines, the front and one side. The building inspector may request string lines on additional property lines. These string lines shall be in place at the time of the foundation inspection.

All alterations to civil infrastructure, building layout, electrical, mechanical, plumbing and structural must have amended drawings and city approval prior to construction.

The property owner is responsible for location of property lines and underground utilities. Fences shall not obstruct drainage or redirect drainage on adjacent property. Any fence along or across an easement may be removed by utility personnel. The city is not required to reconstruct any fences inside of utility easements.

All retainer wall construction requires written approval of the city prior to construction. All cut and/or fill on an improved property requires written city approval prior to work.

A certificate of occupancy will be issued at the completion of all new construction by the city building department. Permanent service will be connected upon issuance of the certificate of occupancy. No occupancy of the building will be allowed prior to the issuance of the certificate of occupancy. No exceptions will be made without written consent of the city building official.

Section 109.3 is deleted in its entirety.

Section 110.3.1 is hereby amended in its entirety to read as follows: Footing and foundation inspections shall be made after excavations for footings are complete and any required reinforcing steel is in place. For concrete foundations, any required forms shall be in place prior to inspection. Materials for the foundation shall be on the job, except where concrete is ready mixed in accordance with ASTM C 94, the concrete need not be on the job. Form Surveys performed by a Texas Registered Professional Licensed Surveyor are required to be submitted prior to approval of foundation inspection. Properties larger than 1 acre in size may request an exception to this requirement. The exception may be granted by the Building Official.

Section 110.3.2 is hereby amended in its entirety to read as follows: Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor. Form Surveys performed by a Texas Registered Professional Licensed Surveyor are required to be submitted prior to approval of foundation inspection. Properties larger than 1 acre in size may request an exception to this requirement. The exception may be granted by the Building Official.

Section 114.3 is deleted in its entirety.

Section 114.4 is deleted in its entirety.

Section 116 is deleted in its entirety.

Section 1208.1 is hereby amended by adding Section 1208.1.1 to read as follows: Crawlspace (pier and beam construction) shall be completely skirted with approved skirting materials. Approved skirting construction may be of the following materials: metal, masonry, exterior grade wood, or other construction material designed for exterior exposure and contact with the ground. Skirting shall be installed in accordance with the material manufacturer's installation instructions and shall be adequately secured to ensure stability and susceptibility to wind damage. Skirting shall enclose crawlspaces sufficiently in order to hide unsightly areas and to prevent the intrusion of rodents.

Section 1612.3 is hereby amended by inserting the following: City of Brenham

Section 1612.3 is hereby amended by inserting the following: "Flood Insurance Study for Washington County, Texas and Incorporated Areas," dated August 16, 2011," or current presiding Flood Insurance Map (FIRM) and Flood Boundary and Floodway Map (FBFM).

Section 2308.5. is hereby amended in its entirety to read as follows: Walls and partitions shall be constructed in accordance with the applicable provisions of Sections 2308.5.1 through 2308.5.4. In walls containing Plumbing Drain, Waste & Vent lines all framing members shall be 2 inch by six inch (2 x 6) or larger.

Section 2303.1.1 is hereby amended in its entirety to read as follows: Sawn lumber used for load-supporting purposes, including end-jointed or edge-glued lumber, machine stress-rated or machine-evaluated lumber, shall be identified by the grade mark of a lumber grading or inspection agency that has been approved by an accreditation body that complies with DOC PS 20 or equivalent. Grading practices and identification shall comply with rules published by an agency approved in accordance with the procedures of DOC PS 20 or equivalent procedures. Utility grade lumber shall not be used for joists, rafters or vertical framing.

Secs. 6-28 - 6-29. Reserved.

ARTICLE III. ELECTRIC CODE

Sec. 6-30. Adoption of National Electrical Code (NEC) 2017 Edition.

The National Electrical Code, being particularly the 2017 National Electrical Code, and all revisions thereto, save and except such portions as may hereinafter be amended, of which code not less than two (2) copies have been and are now filed at the offices of the City of Brenham, are hereby adopted and incorporated as fully as if set forth at length herein, and from the date on which this section shall take effect, the provisions therein shall be controlling within the area of jurisdiction of the city.

Sec. 6-30.1. Electrical Code local amendments.

The following local amendments are made to the National Electrical Code, 2017 Edition, as adopted by the City of Brenham:

Article 110 is hereby amended by adding Section 110.80 to read as follows:

110.80 Distribution system limitation.

For the purpose of this article, the distribution system of any person furnishing electric power shall not extend to any property which such person does not own in fee simple or control by easement.

Article 110 is hereby amended by adding Section 110.81 to read as follows:

110.81 Tampering with fuses, circuit breakers.

It shall be unlawful for any person:

- (A) To bridge, tamper with or change from its original installation (except upon the approval of the building official, and then only after a proper permit for alteration has been issued) any fuse of the plug, cartridge type or link type installed in panel boards, main switches or switchboards;
- (B) To alter or change circuit breakers so that the original calibration will be affected; or
- (C) To tie down or secure any circuit breaker so that it will not function properly.

Article 110 is hereby amended by adding Section 110.82 to read as follows:

110.82 Grounding, GFCIs, etc.

- (A) Supplemental grounding. On any new service or change-out service there must be a supplemental grounding electrode as specified in article 250.52(A) of the NEC, with the grounding electrode conductor sized per table 250.66 of the NEC.
- (B) Certain GFCIs. The ground-fault circuit-interrupter required for a hydro-massage shall not be located under such a bathtub and must be readily accessible as specified in 680.71.

Section 210.52 is hereby amended by adding subsection (E)(4) to read as follows: Switches and equipment installed on the outside of the building in a recess in the outside wall and covered by a door as part of the building structure shall be considered as being on the exterior of the building and exposed to the weather.

Section 230.42 is hereby amended by adding subsection (D) to read as follows:

(D) Service entrance conductors.

In any residence, apartment, apartment house, commercial building or other building of whatsoever character now existing or to be constructed within the city, all service entrance conductors, including underground conductors, shall have a minimum current-carrying capacity of 150 amperes. On buildings with existing service, this requirement shall apply when:

- (1) Load is added or modified;
- (2) An existing service is found to be inadequate for demand; or
- (3) An unsafe condition exists.
- (4) When replacing main service panel, all-service disconnect, service riser, or service underground lateral.

Exception: Existing dwellings with a framed area of less than 1,500 square feet may have conductors with a minimum current-carrying capacity of 125 amperes.

Article 230 is hereby amended by adding Section 230.56.1 to read as follows:

230.53.1 All-service disconnect.

In every building now existing or to be constructed within the city, there must be an "all-service disconnect" accessible on the outside of the building and located as close as practicable to the meter. It shall consist of one switch or circuit breaker having a continuous current rating of no less than 150 amperes. On buildings with existing service, this requirement shall apply when load is added or modified or whenever an unsafe condition exists or when replacing main service panel, all-service disconnect, service riser or service underground lateral. Exception: Existing dwellings with a framed area of less than 1,500 square feet may have a main "all-service disconnect" with a minimum continuous current rating of 125 amperes.

Article 300 is hereby amended by adding Section 300.51 to read as follows:

300.51 Wires, cables, conductors and circuits.

(A) Wires, cables and conductors. Notwithstanding any other code provision or ordinance to the contrary, it shall be unlawful for any person to install or use any of the following in connection with electrical work for any structure in the city:

- 1) Any wire other than solid or stranded copper;
- 2) Any wire smaller than gauge 12 AWG requires electrical load calculations per the NEC.
- 3) Any wire without a separate ground, either in the same cable or in the same conduit;
- 4) Armored cable, type A/C;
- 5) MC Cable, unless the exterior armor is color-coded its entire length by the manufacturer to distinguish it from other flexible metallic conduit systems;
- 6) Nonmetallic sheathed cables, as listed in article 334 of the NEC, but this prohibition only applies to multifamily dwellings with more than one floor above grade; or
- 7) Nonmetallic sheathed cables, as listed in article 334 of the NEC, except in buildings used and occupied exclusively for residential purposes (without any nonresidential occupancies or mixed uses, even if only accessory or incidental).

- (B) Circuits. Notwithstanding any other code provision or ordinance to the contrary, it shall be unlawful for any person to install or use more than ten openings (outlets or fixtures) on any single electrical circuit for any structure in the city.

Section 422.40 is hereby amended in its entirety to read as follows:

422.40 Polarity in Cord-and Plug-Connected Appliances.

- (A) If the appliance is provided with a manually operated, line-connected, single-pole switch for appliance on-off operation, or a 15- or 20-ampere receptacle, on-off operation disconnect must be readily accessible.
- (B) Window air conditioners. All window air conditioning units, whether to be operated on 110vac or 220vac current, shall be installed with and bonded to a polarized plug, and Number 10 AWG wire minimum for 220vac shall be used in bonding said air conditioning unit to the said polarized plug.

Sec. 6-31. Right of entry and disconnection of service.

The Building Official or his duly authorized assistant shall have the right to enter any building, in accordance with applicable legal requirements, during reasonable hours in the discharge of his official duties and shall have the authority to cause the disconnection of any wiring or equipment, which such wiring or equipment in his judgment is dangerous to life or property or may interfere with the work of the fire department.

Sec. 6-32. Meter loop specifications.

The National Electrical Code, being particularly the 2017 National Electrical Code, save and except such portions as may hereinafter be amended and the meter loop specifications of the municipal light and power system of the City of Brenham, Texas, are hereby adopted and incorporated as fully as if set forth at length herein, and from the date on which this section shall take effect, the provisions therein shall be controlling for all electrical work within the area of jurisdiction of the city. Not less than two (2) copies of said National Electrical Code, and meter loop specifications of the municipal light and power system of the city, shall be filed in the office of the building official of the city.

Sec. 6-33. Modifications of code or meter loop specifications.

Any requirement deemed by the inspector necessary for safeguarding the hazards from fire and to life in connection with any electrical installation not specially covered by this article shall be determined by the inspector, subject to appeal to the board of appeals in the manner prescribed in section 6-5.1.

Sec. 6-34. Approved materials, devices, appliances, apparatus.

It shall be unlawful to manufacture, sell or use any electrical materials, devices, appliances or apparatus which are not approved by the Underwriters' Laboratories, Inc., Chicago, Illinois, anywhere or anytime within the city.

Sec. 6-35. Allowing use of or furnishing electric current without inspection and certificate of approval prohibited.

In order to protect the lives of the citizens and the property of the citizens from the dangers incident to defective wiring of buildings and structures, it shall be unlawful for any person to allow any electrical current used for the purpose of producing light, heat or power in buildings or structures belonging to such person, to be turned on without first having had an inspection made of the wiring by the inspector and having received from the inspector a certificate of occupancy approving the wiring of such building, unless otherwise provided in this article.

It shall be unlawful for any person engaged in the business of selling electricity to furnish any electrical current for use for light, heat or power purposes in any building or structure of any person, unless the building or structure has first been inspected by the inspector and a certificate of occupancy given as hereinafter provided, unless otherwise authorized in this article.

Sec. 6-36. Reinspection and correction in certain knob and tube systems; protection of exterior switches and fuse cabinets.

Whenever the service wires of a so-called knob and tube system are disconnected or electrical services disconnected to and in any commercial building or any building in the first fire district which has been vacated for any period in excess of thirty (30) days, the service shall not again be connected until same has been wired so as to conform to this article, subject to any special conditions as approved by the electrical inspector.

All switches or fuse cabinets mounted on the exterior of any buildings must be of an approved weatherproof type.

Whenever old work is found in the following instances, the building official may refuse or disconnect permanent electric service until compliance with the 2017 National Electrical Code is completed. The instances shall be when:

- (1) Wiring smaller than gauge 12 AWG is found;
- (2) Wire lacking a separate ground is found; or
- (3) Any structure having more than ten (10) openings on a single circuit.

Sec. 6-37. Advertising on light and telephone poles and wires; wires under sheds, etc.

It shall be unlawful for any person to place or allow to be placed any advertising cards or posters or other light material on any electric, telephone or telegraph poles within the city.

Secs. 6-38 - 6-49. Reserved.

ARTICLE IV. GAS

Sec. 6-50. Adoption of code.

The International Fuel and Gas Code, being particularly the 2018 International Fuel Gas Code (IFGC), save and except such portions as may hereinafter be amended, of which not less than two (2) copies have been made and are now filed in the offices of the City of Brenham, are hereby adopted and incorporated as fully as if set forth at length herein, and from the date on which this section shall take effect, the provisions therein shall be controlling within the area of jurisdiction of the city.

Sec. 6-50.1. Same—Gas code local amendments.

The following local amendments are made to the International Fuel and Gas Code, 2018 Edition, as adopted by the City of Brenham:

Section 101.1 is hereby amended by inserting: the City of Brenham

Section 106.6 is deleted in its entirety.

Section 108.3 is deleted in its entirety.

Section 108.4 is deleted in its entirety.

Section 108.5 is hereby by amended in its entirety to read as follows: Upon notice from the code official that work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, the owner's agent, or the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work.

Section 108.7 is hereby by amended in its entirety to read as follows: When an emergency exists the code official shall have the authority to require disconnection of utility service to any building, structure or system regulated by the technical codes in order to eliminate an immediate hazard to life or property. The code official shall notify the serving utility, and wherever possible, the owner and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnection, the owner or occupant of the building, structure or service system shall be notified in writing, as soon as practicable thereafter.

Section 108.7.1 is hereby by amended in its entirety to read as follows: A person shall not make energy source connections to installations regulated by this code which have been disconnected or ordered to be disconnected by the code official, or the use of which has been ordered to be discontinued by the code official until the code official authorizes the reconnection and use of such installations. When an installation is maintained in violation of this code, the code official shall institute appropriate action to prevent, restrain, correct or abate the violation.

Section 108.7.2 is deleted in its entirety.

Section 108.7.3 is deleted in its entirety.

Section 402 is hereby amended by adding Section 402.7 to read as follows: Each new or replaced gas meter shall be located on the same lot/property that it serves.

Section 403 is hereby amended by adding Section 403.14 to read as follows:

Even if otherwise permitted by this code:

1. All above-ground gas piping shall be SCH 40 black iron pipe.
Exception: The use of other gas piping materials approved by the 2018 International Fuel Gas Code will be approved by the City of Brenham after the manufacturer, or manufacturer's designated representative, physically inspects and approves the installation. Written approval of the gas piping inspection and installation must be provided to the City of Brenham on the manufacturer's letterhead and certified by the gas piping manufacturer or manufacturer's designated representative prior to wall or ceiling cover-up.
2. Thermo plastic pipe may be used for gas lines only if it: (i) meets ASTM D2513 (or equivalent, or better), (ii) is identified by proper markings and (iii) is installed with a locator wire (No. 12 gauge insulated solid copper wire).
3. Thermo plastic pipe shall terminate above ground outside of buildings and be installed in pre-manufactured anodeless risers or service head adapter risers, all in accordance with the manufacturer's installation instructions.
4. Underground piping systems require isolation valves.

Section 404.12 is hereby amended to read as follows: Underground piping systems shall be installed in City of Brenham approved materials and at a minimum depth of 18 inches below grade.

Section 404.12.1 is deleted in its entirety.

Section 404.17.3 is hereby amended to read as follows: A yellow insulated copper tracer wire or other approved conductor shall be installed adjacent to underground nonmetallic piping. Access shall be provided to the tracer wire or the tracer wire shall terminate above ground at each end of the nonmetallic piping. The tracer wire size shall not be less than 12 AWG and the insulation type shall be suitable for direct burial.

Section 406.4 is hereby amended in its entirety to read as follows: Low pressure (not to exceed 0.5 PSI) gas piping shall withstand a pressure of at least 10 inches of mercury on a manometer for a period of time not less than 10 minutes without showing any drop in pressure, except that the following shall apply in the case of new construction: The newly-constructed system must withstand a pressure of at least 25 PSI, spring gauge here is acceptable, for a period of not less than 10 minutes without showing any drop in pressure as an initial pressure test, i.e. rough-in, and the system must also withstand a pressure test of 10 inches of mercury on a manometer gauge as a final test. Higher pressure piping systems must withstand pressure of at least 10 PSI, but never less than twice the maximum pressure to which the piping will be subjected in operation, for a period of at least 10

minutes without showing a drop in pressure. The manometer under test conditions shall not be pressured more than 50% of the gauge maximum pressure, i.e. a 10 psi test would require a 20 psi manometer gauge.

Sec. 6-51. Cut-off valve.

- (a) All gas service lines on the customer's property will be required to be equipped, ahead of the gas meter assembly, with an approved type, flat ahead-lock pattern, cut-off valve to permit sealing of the valve by authorized city personnel in order to prevent any flow of gas or prevent opening of said valve by persons other than authorized city personnel.
- (b) All gas piping on customer's premises where installed for connection of a range; water heater; space heater; and the like; will be required to be provided with an approved type cut-off valve, installed in the line and directly ahead of the above referred to appliances.

Secs. 6-52. – 6-55. Reserved.

ARTICLE V. INTERNATIONAL PROPERTY MAINTENANCE CODE

Sec. 6-56. Adoption of code.

The International Property Maintenance Code, being particularly the 2018 International Property Maintenance Code (IPMC), save and except such portions as may hereinafter be amended, of which not less than two (2) copies have been made and are now filed in the offices of the City of Brenham, are hereby adopted and incorporated as fully as if set forth at length herein, and from the date on which this section shall take effect, the provisions therein shall be controlling within the area of jurisdiction of the city.

Sec. 6-56.1. Same—Property maintenance code local amendments.

The following local amendments are made to the International Property Maintenance Code, 2018 Edition, as adopted by the City of Brenham:

Section 101.1 is hereby amended by inserting: the City of Brenham

Section 103.5 is deleted in its entirety.

Section 106 is deleted in its entirety.

Section 107 is deleted in its entirety.

Section 108 is deleted in its entirety.

Section 110 is deleted in its entirety.

Section 111 is deleted in its entirety.

Section 112.4 is deleted in its entirety.

Section 302.4 is hereby amended by inserting: twelve (12) inches

Section 302.8 is deleted in its entirety.

Section 304.14 is hereby amended in its entirety to read as follows: Every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of minimum 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition. Exception: Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.

Section 602.3 is hereby amended in its entirety to read as follows: Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat to maintain a minimum temperature of 68°F (20°C) in all habitable rooms, bathrooms and toilet rooms. Exceptions: 1) When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity. The winter outdoor design temperature for the locality shall be as indicated in Appendix D of the International Plumbing Code; and 2) In areas where the average monthly temperature is above 30°F (-1°C) a minimum temperature of 65°F (18°C) shall be maintained.

Section 602.4 is hereby amended in its entirety to read as follows: Indoor workspaces to be occupied shall be supplied with heat to maintain a minimum temperature of 65°F (18°C) during the period the spaces are occupied. Exceptions: 1) Processing, storage and operation areas that require cooling or special temperature conditions; and 2) Areas in which persons are primarily engaged in vigorous physical activities.

Secs.6-57 – 6-60. Reserved.

ARTICLE VI. INTERNATIONAL PLUMBING CODE

Sec. 6-61. Adoption of code.

The International Plumbing Code, being particularly the 2018 International Plumbing Code (IPC), and all revisions thereto, save and except such portions as may hereinafter be amended, of which not less than two (2) copies have been and are now filed in the offices of the City of Brenham, are hereby adopted and incorporated as fully as if set forth at length herein, and from the date on which this section shall take effect, the provisions therein shall be controlling in the construction, installation, extension, or repair of all plumbing, plumbing fixtures and plumbing systems within the area of jurisdiction of the city.

Sec. 6-61.1. Same—Plumbing code local amendments.

The following local amendments are made to the International Plumbing Code, 2018 Edition, as adopted by the City of Brenham:

Section 101.1 is hereby amended by inserting: the City of Brenham

Section 106.6.2 is deleted in its entirety.

Section 106.6.3 is deleted in its entirety.

Section 108.3 is deleted in its entirety.

Section 108.4 is deleted in its entirety.

Section 108.5 is hereby amended in its entirety to read as follows: Upon notice from the code official, work on any plumbing system that is being done contrary to the provisions of this code or in a dangerous or unsafe manner shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner's agent, or to the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work.

Section 305.4.1 is hereby amended by inserting twelve (12) inches.

Section 603.1 is hereby amended in its entirety to read as follows: The water service pipe shall be sized to supply water to the structure in the quantities and at the pressures required in this code. The water service pipe shall be not less than 1 inch (19.1 mm) in diameter.

Section 604.1 is hereby amended in its entirety to read as follows: The design of the water distribution system shall conform to accepted engineering practice. Methods utilized to determine pipe sizes shall be approved. Any manifold system shall not be located on a wall shared with a garage unless it does not penetrate the garage wall.

Section 605 is hereby amended by adding Section 605.26 to read as follows:

1. All water lines under a slab on grade must be copper Type L, K or PEX, no joints. Each water line under, in or through a slab on grade must be sleeved with a continuous piece of tubing at least 0.025 inches thick terminating at least six inches above the finished floor.
2. Note: The City is not responsible for irrigation system components located in street areas or easements (and special permits may be required to install such components in those locations).

Section 903.1 is hereby amended by inserting six (6) inches.

Section 918 is hereby amended by adding 918.9 to read as follows: Air admittance valves are only approved for use in an unenclosed structure, i.e. outdoor kitchen.

Section 1101.1 is hereby amended in its entirety to read as follows: The provisions of this chapter are applicable to interior leaders, building storm drains, building storm sewers, exterior conductors, downspouts, roof gutters and other storm drainage fixtures and facilities.

Sec. 6-62. Cross-connection control program.

- (a) *General.* No water service connection shall be made to any establishment where a potential or actual contamination hazard exists unless the water supply is protected in accordance with the Texas Commission on Environmental Quality (TCEQ) Rules and Regulations for Public Water Systems (290 Rules) and this section. The water purveyor shall discontinue water service if a required backflow prevention assembly is not installed, maintained and tested in accordance with the 290 Rules and this section.
- (b) *Backflow prevention assembly installation, testing and maintenance.*
 - (1) All backflow prevention assemblies shall be tested upon installation by a licensed backflow prevention assembly tester and certified to be operating within specifications. Backflow prevention assemblies which are installed to provide protection against health hazards must also be tested and certified to be operating within specifications at least annually by a recognized backflow prevention assembly tester.
 - (2) All backflow prevention assemblies shall be installed and tested in accordance with the manufacturer's instructions, the American Water Works Association's Recommended Practice for Backflow Prevention and Cross-Connection Control (Manual M14) or the University of Southern California Manual of Cross-Connection Control.
 - (3) Assemblies shall be repaired, overhauled, or replaced at the expense of the customer whenever said assemblies are found to be defective. Original forms of such test, repairs, and overhaul shall be kept and submitted to the city within five (5) working days of the test, repair or overhaul of each backflow prevention assembly.
 - (4) No backflow prevention assembly or device shall be removed from use, relocated, or other assembly or device substituted without the approval of the city. Whenever the existing assembly or device is moved from the present location or cannot be repaired, the backflow assembly or device shall be replaced with a backflow prevention assembly or device that complies with this section, the American Water Works Association's Recommended Practice for Backflow Prevention and Cross-Connection Control (Manual M14), current addition, University of Southern California Manual of Cross-Connection Control, current addition, or the current plumbing code of the city, whichever is more stringent.
 - (5) Test gauges used for backflow prevention assembly testing shall be tested for accuracy at least annually in accordance with the American Water Works Association's Recommended Practice for Backflow Prevention and Cross-Connection Control (Manual M14), current addition, or the University of Southern California's Manual of Cross-Connection Control, current addition. The original calibration form must be submitted to the city within five (5) working days after calibration.
 - (6) A recognized backflow prevention assembly tester must hold a current endorsement from the Texas Commission on Environmental Quality (TCEQ).

(c) *Customer service inspections.*

- (1) A customer service inspection shall be completed prior to providing continuous water service to all new construction, on any existing service when the water purveyor has reason to believe that cross-connections or other contaminant hazards exist, or after any material improvement, correction, or addition to the private water distribution facilities.
- (2) Only individuals with the following credentials shall be recognized as capable of conducting a customer service inspection:
 - a. Plumbing inspectors and water supply protection specialists that have been licensed by the Texas State Board of Plumbing Examiners.
 - b. Customer service inspectors that have been licensed by the Texas Commission on Environmental Quality (TCEQ).
- (3) The customer service inspection must certify that:
 - a. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by a properly installed air gap or an appropriate backflow prevention assembly.
 - b. No cross-connection between the public water supply and a private water source exists. Where an actual properly installed air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure-zone backflow prevention assembly is properly installed and a service agreement exists for annual inspection and testing by a recognized backflow prevention assembly tester.
 - c. No connection exists which allows water to be returned to the public drinking water supply is permitted.
 - d. No pipe or pipe fitting which contains more than 0.25% lead may be used for the installation or repair of plumbing at any connection that provides water for human use.
 - e. No solder or flux which contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection that provides water for human use. A minimum of one (1) lead test shall be performed for each inspection.

Secs. 6-63 – 6-65. Reserved.

ARTICLE VII. ENERGY CODE

Sec. 6-66. Adoption of code.

The International Energy Conservation Code, being particularly the 2018 International Energy Conservation Code (IECC), and all revisions thereto, save and except such portions as may hereinafter be amended, of which not less than two (2) copies have been and are now filed in the offices of the City of Brenham, are hereby adopted and incorporated as fully as if set forth at length herein, and from the date on which this section shall take effect, the provisions therein shall be controlling within the area of jurisdiction of the city.

Sec. 6-66.1. Same—Energy code local amendments.

The following local amendments are made to the International Energy Conservation Code, referenced 2018 Edition, as adopted by the City of Brenham:

Sections C101.1 and R101.1 are hereby amended by inserting: the City of Brenham

Section C105.4 is hereby amended in its entirety to read: The code official is authorized to accept reports of approved inspection agencies, provided such agencies satisfy the requirements as to qualifications and reliability. In lieu of inspection by City employees, the building official may require a written certification that a building meets or exceeds minimum requirements, if the certification is: (i) signed by a code-certified inspector (as defined in V.T.C.A., Health and Safety Code § 388.02) not employed by the city, and (ii) accompanied by an approved inspection checklist, properly completed, signed and dated by the inspector. If the fees of the code-certified inspector are paid by the City, the amount shall be added to the building permit fees otherwise payable. With approval from the building official, a permittee may pay such fees directly to an independent inspection firm. Only code-certified inspectors or inspectors as approved by the currently adopted edition of the IECC may perform inspections and enforce this code in the City. A copy of all approved inspections, rough-in and final shall be provided to the city prior to final inspections being requested.

Sections C108.4 and R108.4 are deleted in their entirety.

Secs. 6-67 – 6-70. Reserved.

ARTICLE VIII. MECHANICAL CODE

Sec. 6-71. Adoption of code.

The International Mechanical Code, being particularly the 2018 International Mechanical Code (IMC), and all revisions thereto, save and except such portions as may hereinafter be amended, of which not less than two (2) copies have been and are now filed in the offices of the City of Brenham, are hereby adopted and incorporated as fully as if set forth at length herein, and from the date on which this section shall take effect, the provisions therein shall be controlling within the area of jurisdiction of the city.

Sec. 6-71.1. Same—Mechanical code local amendments.

The following local amendments are made to the International Mechanical Code, 2018 Edition, as adopted by the City of Brenham:

Section 101.1 is hereby amended by inserting: the City of Brenham

Section 106.5 is deleted in its entirety.

Section 108.3 is deleted in its entirety.

Section 108.4 is deleted in its entirety.

Section 108.5 is hereby amended in its entirety to read as follows: Upon notice from the code official that mechanical work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner's agent, or to the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work.

Section 306.3 is hereby amended in its entirety to read as follows: Attics containing appliances shall be provided with an opening and unobstructed passageway large enough to allow removal of the largest appliance. The passageway shall not be less than 30 inches (762 mm) high and 22 inches (559 mm) wide and not more than 20 feet (6096 mm) in length measured along the centerline of the passageway from the opening to the appliance. The passageway shall have continuous solid flooring not less than 24 inches (610 mm) wide. A level service space not less than 30 inches (762 mm) deep and 30 inches (762 mm) wide shall be present at the front or service side of the appliance. The clear access opening dimensions shall be a minimum of 20 inches by 30 inches (508 mm by 762 mm), and large enough to allow removal of the largest appliance. As a minimum, for access to the attic space, provide one of the following:

- 1) A permanent stair;
- 2) A pull-down stair with a minimum 300 lb. (136kg) capacity;
- 3) An access door from an upper floor level; or
- 4) Access panel may be used in lieu of items 1, 2, and 3 with prior written approval of the code official.

Secs. 6-72 – 6-75. Reserved.

ARTICLE IX. RESIDENTIAL CODE

Sec. 6-76. Adoption of code.

The International Residential Code, being particularly the 2018 International Residential Code (IRC) (inclusive of Appendix Q “Tiny Houses”), and all revisions thereto, save and except such portions as may hereinafter be amended, of which not less than two (2) copies have been and are now filed in the offices of the City of Brenham, are hereby adopted and incorporated as fully as if set forth at length herein, and from the date on which this section shall take effect, the provisions therein shall be controlling within the area of jurisdiction of the city.

Sec. 6-76.1. Same—Residential code local amendments.

The following local amendments are made to the International Residential Code, 2018 Edition, as adopted by the City of Brenham:

All amendments and deletions to the other "International Codes" adopted by this Schedule are also carried forward and adopted as amendments to or deletions from the International Residential Code, 2018 Edition.

This code does not apply to installation and maintenance of electrical wiring and related components. See National Electrical Code.

Section R101.1 is hereby amended by inserting: the City of Brenham.

Section R113.3 is deleted in its entirety.

Section R113.4 is deleted in its entirety.

Table R301.2 (1) is hereby amended in its entirety to read as follows:

Table R301.2(1). Climatic and Geographical Design Criteria Page 3-3			
Ground snow load:	5 [per figure R301.2(5)]	Air freezing index:	50 BF days
Wind speed (mph):	120 (3-second gust) [per figure R301.2(4)A]	Mean annual temperature:	68° F
Seismic design category:	A [per figure R301.2(2)]	Subject to damage from weathering:[per figure R301.2(3)]	Negligible
Winter design temperature:	32° F [appendix D of the IPC, Houston] [per figure R302.2(1)] Local Data if more accurate	Frost line: [per figure R301.2(8)]	5"
Ice shield underlayment:	Not required	Termite: [per figure R301.2(6)]	Very heavy
Flood hazards:	Map effective date: August 16, 2011 Community Number 480648 Panel numbers: 0295C 0300C 0315C 0450C	Decay:	Mod. to severe

Section R408.1 is hereby amended by adding section R408.1.1 to read as follows:

Crawlspaces (pier and beam construction) shall be completely skirted with approved skirting materials. Approved skirting construction may be of the following materials: metal, masonry, exterior grade wood, or other construction material designed for exterior exposure and contact with the ground. Skirting shall be installed in accordance with the material manufacturer's installation instructions and shall be adequately secured to ensure stability and susceptibility to wind damage. Skirting shall enclose crawlspaces sufficiently in order to hide unsightly areas and to prevent the intrusion of rodents.

Section M1305.1.2 is hereby amended in its entirety to read as follows: Attics containing appliances shall be provided with an opening and unobstructed passageway large enough to allow removal of the largest appliance. The passageway shall not be less than 30 inches (762 mm) high and 22 inches (559 mm) wide and not more than 20 feet (6096 mm) in length measured along the centerline of the passageway from the opening to the appliance. The passageway shall have continuous solid flooring not less than 24 inches (610 mm) wide. A level service space not less than 30 inches (762 mm) deep and 30 inches (762 mm) wide shall be present at the front or service side of the appliance. The clear access opening dimensions shall be a minimum of 20 inches by 30 inches (508 mm by 762 mm), and large

enough to allow removal of the largest appliance. As a minimum, for access to the attic space, provide one of the following:

- 1) A permanent stair;
- 2) A pull-down stair with a minimum 300 lb. (136kg) capacity;
- 3) An access door from an upper floor level; or
- 4) Access panel may be used in lieu of items 1, 2, and 3 with prior written approval of the code official.

Section G2415.12 is hereby amended to read as follows: Underground piping systems shall be installed in City of Brenham approved materials and at a minimum depth of 18 inches below grade

Section G2415.12.1 is deleted in its entirety.

Section G2415.17.3 is hereby amended to read as follows: A yellow insulated copper tracer wire or other approved conductor shall be installed adjacent to underground nonmetallic piping. Access shall be provided to the tracer wire or the tracer wire shall terminate above ground at each end of the nonmetallic piping. The tracer wire size shall not be less than 12 AWG and the insulation type shall be suitable for direct burial.

Section P2603.5.1 is hereby amended in its entirety to read as follows: Building sewers that connect to private sewage disposal systems shall be a not less than twelve (12) inches below finished grade at the point of septic tank connection. Building sewers shall be not less than twelve (12) inches below grade.

Section P2606 is hereby amended by adding section P2606.1 to read as follows: Vertical plumbing drain and vent piping penetrating a concrete foundation must be wrapped with foam or other approved material to seal the space around the pipe and to prevent contact with cement. Black tar/mastic is not an allowed material.

Secs. 6-77 – 6-80. Reserved.

ARTICLE X. EXISTING BUILDING CODE

Sec. 6-81. Adoption of code.

The International Existing Building Code, being particularly the 2018 International Existing Building Code (IEBC), and all revisions thereto, save and except such portions as may hereinafter be amended, of which not less than two (2) copies have been and are now filed in the offices of the City of Brenham, are hereby adopted and incorporated as fully as if set forth at length herein, and from the date on which this section shall take effect, the provisions therein shall be controlling within the area of jurisdiction of the city.

Sec. 6-81.1. Same—Existing building code local amendments.

The following local amendments are made to the International Existing Building Code, 2018 Edition, as adopted by the City of Brenham:

Section 101.1 is hereby amended by inserting: the City of Brenham

Section 108.3 is deleted in its entirety.

Section 115 is deleted in its entirety.

Section 117 is deleted in its entirety.

Section 113.3 is deleted in its entirety.

Section 113.4 is deleted in its entirety.

Secs. 6-82 – 6-85. Reserved.

ARTICLE XI. SWIMMING POOLS

Sec. 6-86. Definition.

A swimming pool within the meaning of this section shall be any depression in the ground, either temporary or permanent, or a container of water, either temporary or permanent, and either above or below the ground which contains water of more than twenty-four (24) inches in depth and which is used primarily for the purpose of bathing or swimming.

Sec. 6-87. Installation of new pools and compliance of existing pools.

- (a) It shall be unlawful for any person to construct, install or enlarge a swimming pool in the city limits not enclosed in a permanent building with self-closing, self-latching doors, except in accordance with the following regulations.
- (b) It shall be unlawful for any person who owns an indoor swimming pool within the city limits on the effective date hereof to maintain such swimming pool without self-closing, self-latching doors leading directly to the pool area after September 1, 1991.
- (c) It shall be unlawful for any person who owns an outdoor swimming pool within the city limits on the effective date hereof to maintain such swimming pool without fences as provided in section 6-146 after September 1, 1991.

Sec. 6-88. Permit.

It shall be unlawful for any person to construct, install, enlarge or alter any private swimming pool unless a building permit has first been obtained from the building inspector. The permit fee shall be paid per fee schedule. Application shall be on forms provided by the building inspector and shall be accompanied by plans drawn to scale showing the following:

- (1) Pool dimensions and volume of water in gallons;
- (2) Location and type of waste disposal system;

- (3) Location of pool on lot, distance from lot lines and distance from structure;
- (4) Fencing and landscape plan, or a combination thereof;
- (5) Specifications on gate latching;
- (6) Location of pool equipment;
- (7) BTU load of pool heating equipment (if applicable); and
- (8) Location of pool plumbing, gas, and electrical service lines.

Sec. 6-89. Construction requirements.

- (a) All pools located, erected, enlarged, or constructed within the City of Brenham shall conform to the following requirements:
 - (1) A minimum five (5) foot rear and side yard is required;
 - (2) A minimum twenty-five (25) foot front yard and a fifteen (15) foot side yard on corner lots is required, or pools must be located behind the established building lines of the principle structure located on the lot, whichever distance is greater;
 - (3) Pools must be a minimum of five (5) feet from any structure to allow access for emergency rescue operations; and
 - (4) All measurements are taken from the outermost edge of the pool coping.
- (b) Any connection to the city's sewer system shall include a suitable gap or backflow prevention device to prevent contamination of the pool by the sewer.
- (c) Gaseous chlorination systems shall not be used as a disinfection method for pool waters.
- (d) Any connection to the city's potable water system shall be protected by a suitable air gap or approved backflow prevention device.

Sec. 6-90. Fence.

- (a) Pools within the scope of this section or not enclosed within a permanent building shall be completely enclosed by a fence of sufficient strength to prevent access to the pool and shall not be less than four (4) feet in height, so constructed as not to have voids, holes or openings larger than four (4) inches in one (1) dimension. Gates or doors shall be equipped with a self-closing and self-latching childproof device for keeping the gate or door securely closed at all times when not in actual use. Such latch shall be installed at a minimum height of four (4) feet or the top of the fence. Gates or doors may be disabled from use to the satisfaction of the city manager or his designee in lieu of a self-closing and self-latching device. The location of fencing required shall be subject to all other applicable ordinances. No fence shall be located, erected, constructed or maintained closer than three (3) feet to a pool. The wall of the house or building faced to a pool may be incorporated as a portion of such fence.
- (b) Aboveground pools with self-provided fencing to prevent unguarded entry will be allowed without separate additional fencing, providing the self-provided fence is of four (4) foot required height and design as heretofore specified.
- (c) Permanent access from grade to aboveground pools having stationary ladders, stairs or ramps shall have not less than equal safeguard fencing and gates.

Sec. 6-91. Pool covers.

Pools which have a maximum depth of four (4) feet or less may be covered in lieu of a fence to comply with these requirements.

Sec. 6-92. Other regulations.

No pool shall be so operated or maintained as to create a nuisance, a hazard, an eyesore or otherwise to result in a substantial adverse effect on neighboring properties, or to be in any other way detrimental to public health, safety and welfare.

Sec. 6-93. Maintenance.

A swimming pool or swimming pools shall be disinfected and maintained in a sanitary manner. The health inspector may inspect or cause to be inspected each private swimming pool maintained in the city.

Sec. 6-94. Pool safety equipment.

Each pool shall maintain at least one (1) floating throw-ring and rope and/or one (1) rescue pole per pool. Such equipment shall be maintained in good working order.

Sec. 6-95. Penalty.

Any person who shall violate any provision of this article, shall be deemed guilty of a misdemeanor and upon conviction shall be punished as provided in section 1-5 of the City of Brenham Code of Ordinances.

Secs. 6-96 – 6-99. Reserved.

ARTICLE XII. SUBSTANDARD BUILDINGS OR STRUCTURES

DIVISION I. GENERAL PROVISIONS

Sec. 6-100. Purpose of article.

- (a) The purpose of this article is to protect the health, safety and welfare of the citizens of the City of Brenham by establishing standards for the identification, abatement and/or removal of substandard buildings or structures.
- (b) This article is hereby declared to be remedial and shall be constructed to secure the beneficial interests and purposes thereof—which are public safety, health and general welfare—through structural strength, stability, sanitation, adequate light and ventilation, and safety to life and property from fire and other hazards incident to the construction, alteration, repair, removal, demolition, use and occupancy of buildings, structures or premises.

Sec. 6-101. Scope of article.

The provisions of this article shall apply to all unsafe buildings or structures, as herein defined, and shall apply equally to new and existing conditions.

Sec. 6-102. Building and standards commission.

- (a) There is hereby created a building and standards commission to hear and determine cases concerning alleged violations of this article. The commission shall consist of a panel composed of five (5) members, with terms of office of two (2) years. The panel shall include a plumber and electrician licensed by the State of Texas as well as a general contractor by trade. All members shall reside in the City of Brenham, unless a licensed tradesman required above cannot be recruited to serve, then such person may reside within Washington County. Each member shall hold office for a period of two (2) years, or until a successor is appointed, unless a vacancy is created in the member's office by resignation, removal, or death. As near as practical, they shall be qualified in one (1) or more of the fields of fire prevention, building construction, sanitation, health or public safety.
- (b) In addition to said five (5) members, the Fire Marshal, Building Official and Health Inspector of the City of Brenham shall be ex officio, nonvoting members of said building and standards commission. Any city employee in the respective department or division of the city, who shall be designated by the city manager, shall be authorized to act as substitute for the respective superior of their respective department or division as ex officio member of said commission. It shall be the duty of the ex officio members of such commission to assist the building official in inspecting all buildings or structures reported to be or believed to be substandard buildings and to present a report of such inspection to the building and standards commission.
- (c) Three (3) members of the building and standards commission shall constitute a quorum. In varying the application of any provision of this article or in modifying an order of the building official, affirmative votes of not less than three (3) members shall be required. A commission member shall not act in a case in which he has a conflict of interest as defined by applicable law.
- (d) A vacancy on the building and standards commission shall be filled for the unexpired term.
- (e) The city council may appoint two (2) alternate members of the commission who shall serve in the absence of one or more regular members when requested to do so by the mayor or city manager. Alternate members serve for the same period and are subject to removal in the same manner as regular members. A vacancy is filled in the same manner as a vacancy among the regular members.
- (f) The building and standards commission may establish rules and regulations for its own procedures not inconsistent with the provisions of this article. Each year, the building and standards commission shall appoint a chairperson from among its members to preside over meetings of the commission. The commission shall also appoint a vice chairperson to perform the functions and duties in the event the chairperson is unable or refuses to perform the functions and duties of the office. The commission shall meet as needed and upon request by a board member.

Sec. 6-103. Alterations, repairs or rehabilitation work.

- (a) Alterations, repairs or rehabilitation work may be made to any existing building without requiring the building to comply with all the requirements of the building code of the City of Brenham, Texas; provided, that the alteration, repair or rehabilitation work conforms to the requirements of the building code for new construction. The building official shall determine, subject to appeal to the building and standards commission, the

extent, if any, to which the existing building shall be made to conform to the requirements of the building code of the city for new construction.

- (b) Alterations, repairs or rehabilitation work shall not cause an existing building to become a substandard building as defined in section 6-121 of this article.
- (c) If the occupancy classification of an existing building is changed, the building shall be made to conform to the requirements of the building code of the city for the new occupancy classification as established by the building official.
- (d) Repairs and alterations, not covered by the preceding paragraphs of this section, restoring a building to its condition previous to damage or deterioration, or altering it in conformity with the provisions of this article or in such manner as will not extend or increase an existing nonconformity or hazard, may be made with the same kind of materials as those of which the building is constructed; but not more than twenty-five (25) percent of the roof covering a building shall be replaced in any period of twelve (12) months unless the entire roof covering is made to conform with the requirements of the building code of the city for new buildings.

Sec. 6-104. Special historic buildings or districts.

The provisions of this article relating to the construction, alteration, repair, enlargement, restoration, relocation, or moving buildings or structures shall not be mandatory for existing buildings or structures identified and classified by the state or local jurisdiction as historic buildings or structures when such provisions conflict with a provision of the City's Historic Preservation Ordinance and the subject buildings or structures are judged by the building official to be safe. Any proposed construction, alteration, repair, enlargement, restoration, relocation or moving of such buildings or structures shall comply with the provisions of the City's Historic Preservation Ordinance.

Sec. 6-105. Maintenance.

All buildings or structures, both existing and new, and all parts thereof, shall be maintained in a safe and sanitary condition. All devices or safeguards which are required by the building code of the city in a building when erected, altered or repaired shall be maintained in good working order. The owner shall be responsible for the maintenance of buildings and structures.

Sec. 6-106. Enforcement officer.

The provisions of this article shall be enforced by the building official of the City of Brenham, Texas.

Sec. 6-107. Reserved.

Sec. 6-108. Records of enforcement officer.

The building official shall keep, or cause to be kept, a record of the business of the city related to the enforcement of this article. Such records shall be open to public inspection.

Sec. 6-109. Powers and duties of the enforcement officer.

- (a) The building official or his authorized representative may enter any building, structure or premises at all reasonable times to make an inspection or enforce any of the provisions of this article. When entering a building, structure or premises that is occupied, the building official shall first identify himself, present proper credentials and request entry. If the building, structure or premises is unoccupied, he shall first make a reasonable effort to locate the owner or other persons having charge of the building and demand entry. If entry is refused, the building official or his authorized representative shall have recourse to every remedy provided by law to secure entry.
- (b) The building official, the fire marshal and other authorized representatives are hereby authorized to make such inspections and to take such actions as may be required to enforce the provisions of this article.
- (c) Any requirement necessary for the strength or stability of an existing or proposed building or structure or for the safety or health of the occupants thereof, not specifically covered by this article shall be determined by the building official.
- (d) The building official shall be an ex officio member of the building and standards commission, act as secretary and shall make a detailed record of all its proceedings, which shall set forth the reasons for its decisions, the vote of each member participating therein, the absence of a member and any failure of a member to vote.

Sec. 6-110. Liability.

Any officer or employee of the City of Brenham, Texas, or member of the building and standards commission, charged with the enforcement of this article, acting for the applicable governing body in the discharge of his duties, shall not thereby render himself liable personally, and he is hereby relieved from all personal liability for any damage that may accrue to persons or property as a result of any act required or permitted in the discharge of his duties.

Sec. 6-111. Validity.

If any section, subsection, sentence, clause or phrase of this article is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this article.

Secs. 6-112 – 6-119. Reserved.

DIVISION 2. DEFINITIONS AND STANDARDS

Sec. 6-120. General definitions.

For the purposes of this article, the following words shall have the following meanings unless the context clearly indicates otherwise:

Building or structure means any structure for the support, shelter or enclosure of persons, animals, chattels or property of any kind which has enclosing walls for fifty (50) percent of its perimeter. The term "building" shall be construed as if followed by the words "or part thereof." For the purpose of this article, each portion of a building separated from other portions by a fire wall shall be considered as a separate building or means that which is built or constructed, a

building of any kind, or any pieces of work artificially built up or composed of parts joined together in some definite manner. Structure and building may be used interchangeably or as separate definitions.

Occupant means any person as owner, tenant, licensee, trespasser or other person in the exclusive or partial possession or living upon the premises.

Owner means a person claiming, or in whom is vested, the ownership, dominion or title of real property, including, but not limited to: the holder of fee simple title; the holder of a life estate; the holder of a recorded leasehold estate for an initial term of five (5) years or more; the buyer in a recorded contract for deed; and/or a mortgagee, receiver, executor or trustee in control of real property; but not including, the holder of a leasehold estate or tenancy for an initial term of less than five (5) years.

Premises means a lot, plot or parcel of land, including but not limited to, any buildings and structures thereon.

Sec. 6-121. Substandard buildings designated.

Any building, structure, or portion thereof, including but not limited to, any dwelling unit, guest room or suite of rooms, or the premises on which the same is located in which there exists any of the following listed in conditions to an extent that endangers the life, limb, health, property, safety or welfare of the public or the occupants thereof, as determined by the building official, shall be deemed and is hereby declared to be a substandard building:

- (1) *Inadequate sanitation.* Inadequate sanitation shall include, but not be limited to, the following:
 - a. Lack of or improper water closet, lavatory, bathtub or shower in a dwelling unit.
 - b. Lack of or improper water closets, lavatories, and bathtubs or showers per number of guests in a hotel.
 - c. Lack of or improper kitchen sink.
 - d. Lack of hot and cold running water to plumbing fixtures in a hotel.
 - e. Lack of hot and cold running water to plumbing fixtures in a dwelling unit.
 - f. Lack of adequate heating facilities.
 - g. Lack, or improper operation, of required ventilating equipment.
 - h. Lack of minimum amounts of natural light and ventilation required by this article.
 - i. Lack of required electrical lighting.
 - j. Dampness of habitable rooms.
 - k. Infestation of insects, vermin or rodents as determined by the building official.
 - l. General dilapidation or improper maintenance.
 - m. Lack of connection to required sewage disposal system.
 - n. Lack of adequate garbage and rubbish storage and removal facilities as determined by the building official.
 - o. Lack of sanitary, interior wall covering.
- (2) *Structural hazards.* Structural hazards shall include, but not be limited to, the following:
 - a. Deteriorated or inadequate foundations.
 - b. Defective or deteriorated flooring or floor supports.
 - c. Flooring or floor supports of insufficient size to carry imposed loads with safety.

- d. Members of walls, partitions or other vertical supports that split, lean, list or buckle due to defective material or deterioration.
 - e. Members of walls, partitions or other vertical supports that are of insufficient size to carry imposed loads with safety.
 - f. Members of ceilings, roofs, ceiling and roof supports or other horizontal members which sag, split, or buckle due to defective material or deterioration.
 - g. Members of ceilings, roofs, ceiling and roof supports or other horizontal members that are of insufficient size to carry imposed loads with safety.
 - h. Fireplaces or chimneys which list, bulge, or settle due to defective material or deterioration.
 - i. Fireplaces or chimneys which are of insufficient size or strength to carry imposed loads with safety.
 - j. Any condition wherein a building, structure or portion thereof has been damaged by fire, flood, earthquake, wind or other cause to the extent that the structural integrity of the buildings or structures is less than it was prior to the damage and is less than the minimum requirement established by the building code of the city.
 - k. Any condition wherein any exterior appendages or portion of a building or structure are not securely fastened, attached or anchored such that it is capable of resisting wind, seismic or similar loads.
 - l. Any condition wherein any building, structure or portion thereof as a result of decay, deterioration, or dilapidation is likely to fully or partially collapse.
- (3) *Hazardous wiring.* All wiring except that which conforms with all applicable laws in effect at the time of installation and which has been maintained in good condition and is being used in a safe manner.
- (4) *Hazardous plumbing.* All plumbing except that which conforms with all applicable laws in effect at the time of installation and which has been maintained in good condition and which is free of cross-connections and siphonage between fixtures.
- (5) *Hazardous mechanical equipment.* All mechanical equipment, including but not limited to vents, except that which conforms to all applicable laws in effect at the time of installation and which has been maintained in good and safe condition.
- (6) *Faulty weather protection.* Weather protection which shall include, but not be limited to, the following:
- a. Deteriorated, crumbling or loose plaster.
 - b. Deteriorated or ineffective waterproofing of exterior walls, roof, foundations or floors, including broken windows or doors.
 - c. Defective or lack of weather protection for exterior wall coverings, including lack of paint, or weathering due to lack of paint or other approved protective covering.
 - d. Broken, rotted, split or buckled exterior wall coverings or roof coverings.
 - e. Lack of adequate insulation in ceilings.
 - f. Lack of adequate insulation in exterior walls. Provided, however, double wall construction which was in compliance with this article at the time of original construction shall be deemed adequate for purposes of this article; otherwise, insulating material will be required.
- (7) *Fire hazard.* Any building or portion thereof, device, apparatus, equipment, combustible waste or vegetation which, in the opinion of the chief of the fire department or his deputy, is in such a condition as to cause a fire or explosion or provide a ready fuel to augment the spread and intensity of fire or explosion arising from any cause.

- (8) *Faulty materials of construction.* All materials of construction except those which are specifically allowed or approved by this article and the building code, and which have been adequately maintained in good and safe condition.
- (9) *Hazardous or insanitary premises.* Those premises on which any accumulation of weeds, vegetation, junk, dead organic matter, debris, garbage, offal, rodent harborages, stagnant water, combustible materials and similar materials or conditions constitute fire, health or safety hazards.
- (10) *Inadequate maintenance.* Any building or portion thereof which is determined to be an unsafe building in accordance with any city ordinance.
- (11) *Inadequate exits.* All buildings or portion thereof not provided with adequate exit facilities as required by City ordinance except those buildings or portion thereof whose exit facilities conform with all applicable laws at the time of their construction and which have been adequately maintained and increased in relation to any increase in occupant load, alteration or addition, or any change in occupancy. When an unsafe condition exists through lack of, or improper location of, exits, additional exits may be required to be installed.
- (12) *Inadequate fire protection or firefighting equipment.* All buildings or portions thereof which are not provided with a fire-resistive construction or fire extinguishing systems or equipment required by this article or the building code, except those buildings or portions thereof which conform with all applicable laws at the time of their construction and whose fire-resistive integrity and fire extinguishing systems or equipment have been maintained and approved in relation to any increase in occupant load, alteration or addition or any change in occupancy.
- (13) *Improper occupancy.* All buildings or portions thereof occupied for living, sleeping, cooking or dining purposes which were not designed or intended to be used for such occupancy.

Sec. 6-122. Tense, gender and number.

Words used in the present tense include the future. Words in the masculine gender include the feminine and neuter. Words in the feminine and neuter gender include the masculine. The singular number includes the plural and the plural number includes the singular.

Secs. 6-123 - 6-129. Reserved.

DIVISION 3. INSPECTION; NOTICE OF SUBSTANDARDS BUILDING; HEARING

Sec. 6-130. Abatement of substandard buildings.

All buildings or portions thereof which are determined to be substandard buildings, as defined in this article, are hereby declared to be a hazard to the health, safety and welfare of the citizens, and shall be abated by repair, vacation, rehabilitation, demolition or removal in accordance with the procedures specified in this article, by the City's Historic Preservation Ordinance if applicable, by prosecution in municipal court, or as otherwise allowed by law or equity.

Sec. 6-131. Inspection.

The building official shall inspect or cause to be inspected any building, structure or portion thereof which is or may be a substandard building.

Sec. 6-132. Action required.

After the building official has inspected or caused to be inspected a building, structure or portion thereof and has determined that such building, structure or portion thereof is a substandard building, he shall initiate proceedings to cause the abatement of the unsafe condition by repair, vacation, demolition or combination thereof.

Sec. 6-133. Emergency procedure for abating substandard building.

- (a) When it shall appear that a building or structure in the City of Brenham is a substandard building under the terms of this article and that such building or structure or the manner of its use constitutes an immediate and serious danger to life or property, the condition shall be deemed a condition justifying the use of emergency measures, and the building and standards commission, or a majority of the building and standards commission, may, with the consent and approval of the city manager, order any of the following emergency measures to be taken:
 - (1) Immediate vacation of such building, structure and/or adjoining buildings or structures;
 - (2) Vacation of the danger area around such building or structure;
 - (3) Such emergency shoring-up and bracing of walls, roofs and supports as are required to render such building or structure safe;
 - (4) The destruction of such walls, roofs, and supports or the entire structure or so much thereof as cannot be braced or made secure with safety; or
 - (5) Posting of notices on or near such building or structure, or buildings or structures, notifying the public of such orders and ordering all persons to keep out of such building, buildings, structures or structure and the areas of danger surrounding it or them.
- (b) When any of the above-mentioned measures are ordered to be taken, notice of such order shall be given as follows:
 - (1) Such order shall be directed to the owner of such substandard building or structure, or the owner's authorized representative, if the same shall be known. Where notification can be accomplished without increasing the danger to life or property, notice shall be given by personal service on the owner of the building or structure, or the owner's representative or by certified mail, return receipt requested;
 - (2) In the event that such notification would create such a delay as would materially increase the danger of life or property, then such notice need not be given.

Sec. 6-134. Standard procedure for abating substandard building.

- (a) When it appears that a building or structure in the City of Brenham is a substandard building, but that no necessity exists for instituting emergency procedures under section 6-133 of this article, the building official shall prepare and issue a notice of substandard building directed to the owner, mortgagee, registered agent or any lienholder of the building or structure found using a search of real property records of Washington

County, Appraisal District Records of Washington County, Records of the Secretary of State, Assumed Name Records of Washington County, City of Brenham Tax Records, and City of Brenham Utility Records. The notice shall contain, but not be limited to, the following information:

- (1) The street address or legal description of the building, structure or premises.
- (2) A statement indicating the building or structure has been declared a substandard building by the building official, and a detailed report documenting the conditions determined to have rendered the building or structure a substandard building under the provisions of this article.
- (3) The action required to be taken as determined by the building official.
- (4) A notice of the date, place and time that the notice of substandard building is set for public hearing before the building and standards commission. The hearing notice shall include, but not be limited to, the following information:

"You are hereby notified that on the _____ day of _____ 20_____, at _____ o'clock in the _____, at _____, a hearing will be held before the Building and Standards Commission to consider the Notice of Substandard Building of the Building Official regarding the property located at _____. You may choose to be represented by counsel. You may present evidence and will be given an opportunity to cross-examine all witnesses. You may request the issuance of subpoenas to compel witnesses to appear and for the production of other supporting data or documentation by filing a written request therefor with the Building and Standards Commission."

- (5) A notice providing as follows:

"According to the Real Property Records of Washington County, you own or claim an interest in the real property described in this notice. If you no longer own or claim an interest in the property, you must execute an affidavit stating that you no longer own or claim an interest in the property and stating the name and last known address of the person who acquired the property or an interest in the property from you. The affidavit must be delivered in person or by certified mail, return receipt requested, to the Building Official of the City of Brenham not later than the 10th day after the date that you receive this notice. If you do not send the affidavit, it will be presumed, pursuant to Tex. Local Gov't Code Ann. § 54.005, as amended, that you own or claim an interest in the property described in this notice, even if you do not."

- (b) The notice of substandard building and all attachments thereto shall be personally delivered or mailed to any owner, mortgagee and lienholder of record, and posted on the premises in a conspicuous location on or before the tenth day before the date of the hearing before the commission panel. In addition, the notice must be published in a newspaper of general circulation in the City of Brenham on one (1) occasion on or before the tenth day before the date fixed for the hearing.
- (c) The notice of substandard building shall be either personally delivered or mailed by certified mail, postage prepaid, return receipt requested, to each person at the last known address of the person. If addresses are not available on any person required to be notified of the substandard building proceeding, the notice addressed to such person shall be mailed to the address of the building or structure involved in the proceedings. The failure of any person to receive notice shall not invalidate any proceedings under this article. Notification by certified or registered mail as herein described shall be effective on the date the notice was received as indicated on the return receipt. When

the city mails a notice in accordance with this article to a property owner, mortgagee, lienholder, or registered agent and the United States Postal Service returns the notice as "refused" or "unclaimed," the validity of the notice is not affected, and the notice is considered delivered on the third day (excluding Sundays) occurring after the date the notice was mailed.

- (d) The building official shall file notice of a substandard building proceeding before the building and standards commission in the Official Public Records of Real Property of Washington County. The notice must contain the name and address of the owner of the affected property if that information can be determined from a reasonable search of the instruments on file in the office of the county clerk, a legal description of the affected property, and a description of the proceeding. The filing of the notice is binding on subsequent grantees, lienholders, or other transferees of an interest in the property who acquire such interest after the filing of the notice and constitutes notice of the proceeding on any subsequent recipient of any interest in the property who acquires such interest after the filing of the notice.

Sec. 6-135. Hearings before the building and standards commission.

- (a) Failure of any person to appear at the hearing set in accordance with the provisions of this article shall constitute a waiver of that person's right to a hearing on the notice of substandard building.
- (b) The hearing shall offer all interested persons reasonable opportunity to be heard.
- (c) A person may appear at the hearing in person or through an attorney or other designated representative.
- (d) The building and standards commission, after hearing evidence from each interested party present, may:
 - (1) Find that the building or structure is not a substandard building and refer the matter to the building official for further appropriate action;
 - (2) Grant a variance in order to avoid the imposition of an unreasonable hardship;
 - (3) In the case of a single-family dwelling occupied by the owner, where the health, safety and welfare of other persons will not be affected, grant an exception to any provision of this article to avoid the imposition of an unreasonable hardship;
 - (4) Find that the building or structure is a substandard building and order the repair or other suitable remedy within a specified period of time and/or demolition of the structure if the repair and other suitable remedies are not timely effected; or
 - (5) Order the demolition of the building or structure within a specified period of time.

Sec. 6-136. Order of building and standards commission.

- (a) The final decision of the building and standards commission shall be in writing and contain all findings of fact.
- (b) After receipt of all competent evidence presented at a hearing, if the building and standards commission shall find a building or structure to be a substandard building, the building and standards commission shall enter its written order containing, but not limited to, the following information:
 - (1) The street address or legal description of the building, structure or premises.
 - (2) A statement indicating the building or structure has been declared a substandard building by the building and standards commission, and an account giving the conditions determined to have rendered the building or structure a substandard building under the provisions of this article.

- (3) The action required to be taken as determined by the building and standards commission.
 - a. If the building or structure is to be repaired, the notice shall require that all necessary permits be secured and the work commenced within sixty (60) days and continued to completion within such time as the building and standards commission determines. The notice shall also indicate the degree to which the repairs must comply with the provisions of the building code of the city.
 - b. If the building or structure is to be demolished, the notice shall require that the premises be vacated within sixty (60) days, that all required permits for demolition be secured, and that the demolition be completed within such time as determined reasonable by the building and standards commission.
- (4) A statement of additional reasonable time for the ordered action to be taken by a mortgagee or lienholder in the event the owner fails to timely take the ordered action.
- (5) A statement advising that if the required action is not commenced within or completed by the time specified, the building will be ordered vacated and posted to prevent further occupancy until the work is completed, and the building official may cause the work to be done and all costs incurred charged against the premises and/or the owner.
- (6) A statement advising that any owner, lienholder, or mortgagee of record may appeal the order by the building and standards commission to district court; and that such petition shall be in writing in the form specified by this article and shall be filed with the district court within thirty (30) calendar days after the date a copy of the final decision of the commission panel is personally delivered or mailed by first class mail with certified return receipt requested, or delivered by the United States Postal Service using signature confirmation service. In the event no timely appeal is filed in district court, the order of the building and standards commission is, in all respects, final and binding, and the failure to appeal in the time specified will constitute a waiver of all rights to an appeal.
- (c) The final order of the building and standards commission shall be served on all persons entitled to receive the notice of substandard building in the proceeding and shall be served on such parties in the same manner specified for service of the notice of substandard building in section 6-134 of this article. In addition, an abbreviated copy of the order shall be published one (1) time in a newspaper of general circulation in the City of Brenham within ten (10) calendar days after the date of the delivery or mailing of the copy, including the street address or legal description of the property; the date of the hearing, a brief statement indicating the results of the order, and instructions stating where a complete copy of the order may be obtained. Further, a copy of the order shall be filed in the office of the city secretary.

Sec. 6-137. Recording.

- (a) A record shall be made of all hearings and proceedings. The method of recording shall be designated by the building and standards commission.
- (b) The record of any hearing may, upon payment of the prescribed fees, be made available to any person on request.

Sec. 6-138. Reasonable dispatch.

The building and standards commission shall proceed with reasonable dispatch to conclude any matter before it, with due regard to the convenience and necessity of the parties involved.

Sec. 6-139. Subpoenas.

- (a) The building and standards commission may obtain the issuance and service of subpoenas for the attendance of witnesses or the production of evidence at the hearings. Subpoenas may be issued upon the request of any member of the building and standards commission or of an interested party.
- (b) The issuance and service of subpoenas shall be in accordance with established law.
- (c) Any person who refuses without legal excuse to respond to any subpoena lawfully issued and served may be prosecuted to the extent established by law.

Sec. 6-140. Procedural rules.

- (a) Hearings shall not be required to be conducted in accordance with the Texas Rules of Civil Procedure or the Texas Rules of Evidence.
- (b) The building and standards commission may grant continuances for good cause.

Sec. 6-141. Evidence.

- (a) In any proceedings under this article any member of the building and standards commission shall have the power to administer oaths and affirmations and to certify official acts.
- (b) Oral evidence shall be taken only on oath or affirmation.
- (c) Relevant evidence shall be admitted if it is the type on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil courts.

Sec. 6-142. Inspections.

The building and standards commission may inspect any building, structure or premises involved in the proceeding during the course of the hearing, provided the following are complied with:

- (1) Notice of such inspection is given to the parties prior to making the inspection;
- (2) The parties are allowed to be present during the inspection; and
- (3) The commission shall state for the record, upon completion of the inspection, the facts observed and any conclusions drawn therefrom.

Sec. 6-143. Recording of notice.

If the notice is not complied with nor an appeal filed within the allotted time, the building official shall file in the Office of the County Clerk of Washington County a certificate describing the premises, certifying that the building or structure is a substandard building and that the owner of record and any mortgagee or lienholders have been served, and stating the restrictions on the disposal of premises set out in section 6-144 of this article. This certificate shall remain on file until such time as the conditions rendering the building or structure a substandard building have

been abated. At such time, the building official shall file a new certificate indicating that corrective action has been taken and the building or structure is no longer a substandard building.

Sec. 6-144. Restriction on the disposal of premises.

No owner of any building or structure upon whom a notice has been served that violations of this article exist in such building or structure or on its premises shall sell, transfer, grant, mortgage, lease or otherwise dispose of such premises until compliance with such notice or order has been secured, or until such owner shall have furnished to the purchaser, transferee, grantee, mortgagee or lessee who is affected by the violations a true copy of such notice or order and at the same time shall have given adequate notification to the building official of his intent to enter into such transaction, including supplying the name and address of the person to whom the sale, transfer, grant, mortgage or lease is proposed. A purchaser who has been informed of the existence of any notice or order pursuant to this article shall be bound thereby.

DIVISION 4. APPEALS

Sec. 6-145. Requirements for appeal.

- (a) Any owner, lienholder, or mortgagee of record jointly or severally aggrieved by any decision of the building and standards commission may present a petition to a district court, duly verified, setting forth that the decision is illegal, in whole or in part, and specifying the grounds of the illegality. The petition must be presented to the court within thirty (30) calendar days after the date a copy of the final decision of the commission panel is personally delivered, mailed by first class mail with certified return receipt requested, or delivered by the United States Postal Service using signature confirmation service to the owner, lienholder, or mortgagee.
- (b) On presentation of the petition, the court may allow a writ of certiorari directed to the building and standards commission to review its decision and shall prescribe in the writ the time, which may not be less than ten (10) days, within which a return on the writ must be made and served on the relator or the relator's attorney. The commission panel may not be required to return the original papers acted on by it. It is sufficient for the commission panel to return certified or sworn copies of the papers or of parts of the papers as may be called for by the writ. The return must concisely set forth other facts as may be pertinent and material to show the grounds for the decision appealed from and shall be verified.

Sec. 6-146. Staying of order under appeal.

The allowance of the writ by the district court does not stay proceedings on the decision appealed from.

Sec. 6-147. Procedural and evidentiary rules.

The district court's review shall be limited to a hearing under the substantial evidence rule. The court may reverse or affirm, in whole or in part, or may modify the decision brought up for review.

Sec. 6-148. Costs of appeal.

If the decision of the building and standards commission is affirmed or not substantially reversed but only modified, the district court shall allow to the city all attorney's fees and other costs and expenses incurred by it and shall enter a judgment for those items, which may be entered against the property owners as well as all persons found to be in occupation of the property subject to the proceedings before the building and standards commission.

Secs. 6-149 - 6-150. Reserved.

DIVISION 5. ENFORCEMENT

Sec. 6-151. Failure to commence work.

- (a) Whenever the required repair, vacation or demolition is not commenced within thirty (30) days after the effective date of any order, the building, structure or premises shall be posted as follows:

UNSAFE BUILDING
DO NOT OCCUPY

It shall be punishable by law to occupy this building or remove or deface this Notice
(Specify the applicable ordinance and the penalty for violation thereof)

Building Official
City of Brenham

- (b) Subsequent to posting the building, the building official may cause the building to be repaired to the extent required to render it safe, or if the notice required demolition, to cause the building or structure to be demolished and all debris removed from the premises. The cost of repair or demolition shall constitute a lien on the premises as provided in this article.
- (c) Any monies received from the sale of a building or from the demolition thereof, over and above the cost incurred, shall be paid to the owner of record or other persons lawfully entitled thereto.

Sec. 6-152. Extension of time.

The building official may approve one (1) or more extensions of time as he may determine to be reasonable to complete the required repair or demolition. Such requests for extensions shall be made in writing stating the reasons therefor. If the extensions of time, in total, exceed one hundred twenty (120) days, they must also be approved by the building and standards commission which may act without further public hearing.

Sec. 6-153. Assessment of expenses.

In any case where the building and standards commission orders a substandard building or structure repaired or demolished and cleared or removed, and the owner of any such premises or building or structure which is a substandard building fails to correct, remedy or remove such condition, and the owner, or duly authorized representative of the owner, shall have exhausted his rights and remedies under this article, the commission may order such work or make such improvements as are necessary to correct, remedy or remove such conditions, or cause the same to be done, and pay therefor, and charge the expenses incurred thereby to the owner of such lot or

premises. Such expense shall be assessed against the lot or real property upon which work was done, the improvements made or the demolishing, cleaning or removal of substandard buildings or structures accomplished. The performance of such work by the city or the ordering of same by the building and standards commission shall not relieve such person from prosecution for failure to comply with the notice.

Sec. 6-154. Lien for expenses.

- (a) Whenever any work is done or improvements are made or any substandard building or structure is repaired, demolished, cleared or removed by the city under the provisions of this article, the building official, on behalf of the city, shall file a statement of the expenses incurred thereby with the county clerk. Such statement shall give the name and address of the owner, if it can be determined with a reasonable effort, the legal description of the affected property, the amount of such expenses, the date or dates on which the work was done, or the expenses incurred, and the costs of demolishing, cleaning, repairing or removing the conditions or substandard building and structure and the amount of expenses then due. When this statement is filed with the county clerk, the City of Brenham shall have a lien on the lot or real estate upon which the work was done, or improvements made, or repairs made, or substandard buildings repaired, removed or demolished and cleared to secure the expenses thereof unless the property is homestead protected by the Texas Constitution.

If notice is given and the opportunity to repair, remove or demolish the building is afforded to each mortgagee and lienholder, the lien of the city is a privileged lien, subordinate only to taxes and all previously recorded bona fide mortgage liens attached to the property. The city's lien is superior to any previously recorded judgment liens. The amount of the city's lien shall bear interest at the rate of ten (10) percent per annum from the date the statement was filed with the county clerk. For any such expenditure, expense and interest suit may be instituted against the owner or owners. The statement of expenses for repairs or demolition made herein and filed with the county clerk, or a certified copy thereof, shall be prima facie proof of the amount expended for such work, improvements, repairs, demolition, clearance or removal.

- (b) In any judicial proceeding regarding the enforcement of the city's rights under this section, the prevailing party is entitled to recover reasonable attorney's fees.
- (c) A lien acquired by the city under this article for repair expenses may not be foreclosed if the property upon which the repairs were made is occupied as a residential homestead by a person sixty-five (65) years of age or older.

Sec. 6-155. Penalties.

A person commits an offense punishable in accordance with section 1-5 of the Code of Ordinances if:

- (1) The person fails or refuses to respond to the direction of an order of the building official or building and standards commission after that order becomes final;
- (2) The person shall obstruct or interfere with the implementation of any action required by the final order of the building official or the building and standards commission after that order becomes final; or
- (3) The person willfully refuses to leave or fails to leave a building or structure which has been ordered vacated under the provisions of this article.

Secs. 6-156 - 6-159. Reserved.

SECTION 3.

That Chapter 8 – “Fire Protection and Prevention” of the Code of Ordinances of the City of Brenham, Texas is hereby amended to read as follows.

Chapter 8. FIRE PROTECTION AND PREVENTION

ARTICLE I. GENERAL

Sec. 8-1. Arson reward—Offer.

The city offers a reward of one thousand dollars (\$1,000.00) to anyone who furnishes information to the fire marshal necessary to and which results in the arrest and conviction of any person or persons who commit the crime of arson within the corporate limits of the city. This reward is a standing offer and shall be paid out of the general fund of the city. The city council shall be the sole and exclusive judge in determining eligibility for the reward offered herein.

Sec. 8-2. Same—Placards; furnishing copies of offer.

The fire marshal is authorized to publish the notice of Arson reward on the City’s website, social media, news print or other media as the situation or need arises.

Sec. 8-3. Fireworks—Possessing, selling, etc.

- (a) The transporting, storing, possession or presence of any fireworks (except for the purpose of offering fireworks for sale in the territorial jurisdiction of the city), including types covered by Texas Occupation Code Chapter 2154, within the city or the territorial jurisdiction of the city, being the area immediately adjacent and contiguous to the city limits and extending outside the city limits for a distance of five thousand (5,000) feet in all directions, unless such area is within the corporate limits of another municipality, is hereby declared to be a nuisance. The offering for sale of any fireworks within the city limits is hereby declared to be a nuisance; however, the offering for sale of any fireworks in the territorial jurisdiction of the city shall not be considered a nuisance.
- (b) The fire chief shall seize and cause to be destroyed all fireworks that are opened or unpackaged and found within the city or its territorial jurisdiction in violation of the provisions of this section.
- (c) Any member of the fire department, any police officer, or any other peaceofficer, is empowered to detain all fireworks that are opened or unpackaged and found being transported illegally or to close any building where any fireworks are found stored illegally, until the fire department can be notified in order that such fireworks that are opened or unpackaged may be seized and destroyed in accordance with the terms of this section.

- (d) Notwithstanding any penal provisions hereof, the city attorney is authorized to file suit on behalf of the city for such injunctive relief as may be necessary to prevent unlawful storage, transportation, keeping or using of fireworks within the city limits or the territorial jurisdiction of the city, and to prevent any person from interfering with the seizure and destruction of such fireworks; provided, however:
 - 1) That it shall not be necessary to obtain such injunctive relief as a prerequisite to such seizure and destruction.
 - 2) That any member of the fire department is hereby authorized to enter any building, in accordance with applicable laws governing the right to entry, search and seizure, where the unlawful presence of fireworks is suspected in order to inspect the same for the presence of such fireworks.
 - 3) That in any instance, where the fire chief or any of his duly authorized assistants have probable cause to believe that fireworks are being stored in a building, they shall, in accordance with applicable laws governing the right to entry, search and seizure, promptly enter the building for the purpose of inspection.
- (e) Any person, firm, corporation, company or association who shall violate any of the provisions of this section, or suffer or allow the same to be violated, shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine not to exceed two thousand dollars (\$2,000.00), and each day during which such violation shall continue to exist shall constitute a separate and distinct offense.
- (f) It is an affirmative defense to prosecution for possession of fireworks under this section that:
 - 1) The defendant was operating or was a passenger in a motor vehicle that was being operated in a public place; and
 - 2) The fireworks were not in the passenger area of the vehicle.
- (g) For purposes of subsection (f), the "passenger area" of a motor vehicle means the area of the vehicle designed for the seating of the operator and the passengers of the vehicle. The term does not include:
 - 1) A locked glove compartment or similar locked storage area;
 - 2) The trunk of a vehicle; or
 - 3) The area behind the last upright seat of a vehicle that does not have a trunk.

Sec. 8-4. Same—Discharge.

The use, firing, igniting, shooting, exploding or discharge of fireworks as provided in section 8-3 is hereby found and declared to be a general and public nuisance and the same is hereby prohibited; provided, this section shall not prohibit lawfully authorized pyrotechnic displays.

Sec. 8-5. Recovering cost for fire protection and emergency services.

- (a) *Collection of fees:*
 - 1) The City Council of the City of Brenham authorizes the city manager to adopt charges to be billed against parties involved in motor vehicle accidents, hazardous waste or chemical spills, or other fire suppression and non-fire suppression activities to which the city responds with fire department equipment and/or personnel. These charges may be billed as a debt to the party causing the event; the landowner; the party controlling the premises in the event of a spill or dumping and/or the party transporting said hazardous, dangerous and/or injurious product; or the party controlling the premises in the event of a fire. Fire

suppression activities resulting from third party negligence may be billed against that third party. Fire suppression resulting from arson may be billed against the arsonist.

- 2) The city manager, or his designee, shall bill and collect all fees and costs for fire suppression services, fire prevention services and for other public safety and emergency services rendered by the department when providing these services for motor vehicle accidents or other incidents. Such fees include but are not limited to the use of equipment, materials, labor and overtime costs, maintenance and overhead expenses and costs of whatever nature which constitute full reimbursement to the fire department for services actually rendered and as hereafter authorized.
 - 3) Within one hundred eighty (180) days of the date of providing fire suppression, fire prevention and protection services or other public safety and emergency services for the motor vehicle accidents or other incidents, the city manager, or his designee, shall submit an invoice for all costs, fees, charges and expenses related to providing such services, to include but not limited to all actual expenses including costs of equipment operations, cost of material utilized, costs of specialists, experts or other contract labor not in the full time employment of the city; labor and overtime costs, and other incidental costs incurred by the city as a result of the incident, to the landowner, party controlling the premises, party causing the incident, customer, client, owner, designated agent, representative and/or insurance company who received, covered and/or otherwise benefited from these services.
 - 4) Any bills, fees or penalties, including but not limited to clean up costs, fees or expenses that are imposed the City of Brenham or the fire department by any local, state or federal agency, related to the rendering of fire suppression, fire protection or prevention services or of other public safety and emergency services may be included in the billing or billed separately within one hundred eighty (180) days of receipt.
- (b) *Enforcement.* The city may enforce the provisions of this section by any action allowed by law for the collection of any amounts due hereafter, including reasonable and necessary attorney fees, costs, and expenses, in a court of competent jurisdiction.

Secs. 8-6 – 8-19. Reserved.

ARTICLE II. FIRE PREVENTION CODE

Sec. 8-20. Adoption.

There is hereby adopted by the city for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion, that certain code known as the 2018 International Fire Code, including Appendices B, C, D, E, F, G, H, I, J, K, L, M and N, and all revisions thereto, and the whole thereof, save and except such portions as are hereinafter deleted, modified or amended, said code as revised herein also being sometimes referred to as the fire prevention code. A copy of the 2018 International Fire Code shall be filed in the office of the planning and development services department, and in the office of the fire marshal. The same is

hereby adopted and incorporated as fully as if set out at length herein, and from the date on which this section shall take effect, the provisions thereof shall be controlling within the limits of the city.

Sec. 8-21. Definitions.

- (a) Wherever the word "municipality" is used in the fire prevention code, it shall be held to mean this city.
- (b) Where the term "corporation counsel" is used in the fire prevention code, it shall be held to mean the attorney for this city.
- (c) Wherever the word "fire code official" is used in the fire prevention code, it shall be held to mean fire marshal for this city.

Sec. 8-22. Establishment of limits of districts in which storage of explosives and blasting agents is to be prohibited.

The limits referred to in the fire prevention code in which storage of explosives and blasting agents is prohibited are hereby established as the city limits.

Sec. 8-23. Regulation of use and placement of fuel storage tanks.

- (a) *Definitions.* The following definitions shall apply in the interpretation and enforcement of this article:

Aboveground shall mean any storage tank, as defined herein, which any portion thereof is aboveground, excluding valves and pipes into and out of the tank.

Combustible liquid shall mean a liquid having a flash point of one hundred (100) degrees Fahrenheit or higher per NFPA-30, the Flammable and Combustible Liquid Code, 2012 Edition, and as amended thereafter.

Flammable liquid shall mean a liquid having a flash point of less than one hundred (100) degrees Fahrenheit per NFPA-30, the Flammable and Combustible Liquid Code, 2012 Edition, and as amended thereafter.

Storage location shall mean any area which contains no less than one hundred (100) square feet within which one (1) or more fuel storage tanks are to be located. Each storage location shall be located no less than one hundred (100) linear feet from any other storage location.

Storage tanks shall mean any container in excess of one hundred (100) gallons, which is used to store any hydrocarbon material including, but not limited to, gasoline, diesel and kerosene.

- (b) *Permit required.* Every owner shall obtain a permit from the Fire Marshal for any of the following prior to the commencement of construction of such facilities:
 - 1) A belowground (or underground), liquefied natural gas, liquefied petroleum gas, or flammable or combustible liquid storage tank.
 - 2) An aboveground storage tank for liquefied natural gas, or liquefied petroleum gas. No new storage locations shall be permitted which will contain a fuel storage tank with a liquid capacity of more than two thousand (2,000) gallons or which will

contain two (2) or more fuel storage tanks with an aggregate liquid capacity of more than four thousand (4,000) gallons.

- 3) An aboveground storage tank for a flammable or combustible liquid. No new storage locations shall be permitted which will contain a fuel storage tank with a liquid capacity of more than one thousand (1,000) gallons or which will contain two (2) or more fuel storage tanks with an aggregate liquid capacity of more than two thousand (2,000) gallons.
- (c) *Proper tank for aboveground storage of flammable or combustible liquids.* Any new tank or tank system used in the city for aboveground storage of flammable or combustible liquids shall be designed, constructed, installed, operated and maintained in accordance with NFPA-30, titled "Flammable and Combustible Liquid Code, 2012 Edition," and as amended thereafter.
- (d) *Proper tank for aboveground storage of liquefied natural gas.* Any new tank or tank system used in the city for aboveground storage of liquid natural gas shall be designed, constructed, installed, operated and maintained in accordance with NFPA-59A, titled "Liquefied Natural Gas, 2013 Edition," and as amended thereafter.
- (e) *Proper tank for aboveground storage of liquefied petroleum gas.* Any new tank or tank system used in the city for aboveground storage of liquefied petroleum gas shall be designed, constructed, installed, operated and maintained in accordance with NFPA-58, titled "Liquefied Petroleum Gas, 2014 Edition," and as amended thereafter.
- (f) *Tank location.* In addition to location restrictions listed in NFPA-30, "Flammable and Combustible Liquid Code, 2012 Edition," no new tank used for the aboveground storage of flammable or combustible liquids may be placed or used within one hundred (100) feet of property zoned or used for residential use. New tanks added to existing bulk plants are excluded from this provision.
- (g) *Noncompliance; denial or revocation of certificate; order to cease operations.* Upon finding of non-compliance with this article, the fire marshal may revoke or deny the renewal of a permit and order the person or firm owning or operating the tank to cease all or part of its operation in this city until in compliance. No one shall operate or own a storage tank without a valid permit.
- (h) *Establishment of limits of districts in which storage of flammable or combustible liquids, liquefied petroleum gas, or liquefied natural gas in aboveground tanks is prohibited.* The storage of flammable or combustible liquids, liquefied petroleum gas, or liquefied natural gas in aboveground tanks is prohibited within the areas of the city zoned as "B-3, Historical and Central Business" district(s). New bulk loading and unloading facilities for tank cars, tank vehicles and similar equipment involved in the storage or transportation of flammable or combustible liquids, liquefied petroleum gas, or liquefied natural gas, in aboveground tanks, are prohibited within the city limits.
- (i) *Special permit required for tank exceeding volumes limits established in subsections 8-23(b)(2) and 8-23(b)(3).* Any person or firm desiring to own, install or operate one (1) or more aboveground tanks for the storage of combustible liquids in excess of the volume

limits stated in subsections 8-23(b)(2) and 8-23(b)(3) hereinabove, shall submit an application to the fire marshal for a special permit allowing for an increase in the volume capacity of the tank(s). To be considered for such special permit, the owner or operator of the tank facility shall demonstrate to the satisfaction of the fire marshal or his deputy that the aboveground tank(s):

- (1) Shall be located only on property zoned as industrial;
- (2) Shall be registered and licensed in compliance with all rules and regulations of the Texas Commission on Environmental Quality;
- (3) Shall be designed, built and operated in compliance with all applicable provisions of the International Fire Code, 2018 Edition and the National Fire Protection Association Standard 30 entitled "Flammable and Combustible Liquids Code" as referenced by the International Fire Code; and
- (4) Shall contain only combustible liquids having a flash point of greater than one hundred (100) degrees Fahrenheit, including but not limited to, diesel fuel, biodiesel, motor oil, hydraulic oil and like substances.

Special permits may not be issued for aboveground storage tanks containing gasoline or other flammable liquids having a flash point of less than one hundred (100) degrees Fahrenheit and with a capacity greater than the volume limits detailed in subsections 8-23(b)(2) and 8-23(b)(3) herein above.

Within forty-five (45) days after determining that a special permit application meets the requirements of this section, the fire marshal, or his deputy, shall present the matter to the city council for its consideration. No special permit for a tank or tanks exceeding the quantities shown in subsections 8-23(b)(2) and 8-23(b)(3) may be issued without approval by the city council. The fire marshal, or his deputy, shall inspect all tank(s) installed pursuant to a special permit to determine compliance with the requirements of this section.

Special permits approved and issued pursuant to this section shall be revocable. The city council, upon request of the fire marshal and after written notice and opportunity to be heard being issued to the permit holder, is authorized to revoke a special permit for non-compliance with the provisions of this section or other applicable law. Where an immediate hazard to life or property exists, however, the fire marshal in such an emergency may order a permit holder to take immediate action, without prior written notice, to correct the issues of non-compliance with the fire prevention code and the provisions of this article or to immediately abate all conditions creating the immediate hazard to life or property. The fire marshal, in such an emergency and without prior written notice to the permit holder, may also order the permit holder to cease any and all operations, occupancy or activity at the affected site. A permit holder that violates an order of the fire marshal shall be subject to the penalties provided for in section 8-26 of this article and as otherwise allowed by law. In the event a permit holder does not immediately comply with an emergency order of the fire marshal, the fire marshal, without prior written notice to the permit holder, may take any and all actions necessary to immediately abate all conditions creating the immediate hazard to life or property.

Sec. 8-24. Modifications.

The fire marshal, as the fire code official of the city, shall have power to approve exceptions any of the provisions of the fire prevention code upon application in writing by the owner or lessee, or his duly authorized agent, when there are practical difficulties in the way of carrying out the strict letter of the code, provided that the spirit of the code shall be observed, public safety secured, and substantial justice done. The particulars of such exceptions when granted or allowed and the decision of the fire marshal thereon shall be entered upon the records of the department and a signed copy shall be furnished the applicant.

Sec. 8-25. Appeals.

Whenever the chief of the fire department shall disapprove an application or refuse to grant a permit applied for, or when it is claimed that the provisions of the fire prevention code do not apply or that the true intent and meaning of the code have been misconstrued or wrongly interpreted, the applicant may appeal from the decision of the chief of the fire department to the city manager or his designee within thirty (30) days from the date of the decision appealed. Section 109 of the International Fire Code, 2018 Edition and all amendments thereto, creating a board of appeals, shall not be applicable to any appeals filed pursuant to any provision of this chapter 8 of the Code of Ordinances.

Sec. 8-26. Penalties.

- (a) Any person, firm, partnership, corporation, association, or other entity violating any provision of this article or of any Code provision adopted herein shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in the sum of not more than \$2,000.00, and each day such violation continues shall constitute a separate and distinct violation.
- (b) The application of the above penalty shall not be held to prevent the enforced removal of prohibited conditions.

Secs. 8-27 – 8-39. Reserved.

SECTION 4.

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

SECTION 5.

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

SECTION 6.

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

PASSED and **APPROVED** on its first reading this the ____ day of _____, 2021.

PASSED and **APPROVED** on its second reading this the ____ day of _____, 2021.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

Significant Changes for Contractors

Adoption of 2018 International Building Codes (Commercial)



Development Services Department

Contact: Allen Jacobs - ajacobs@cityofbrenham.org | David Doelitsch - ddoelitsch@cityofbrenham.org | call 979-337-7220

2018 INTERNATIONAL BUILDING CODE (IBC) AND FIRE CODE (IFC)

IBC 508.4 Separated Occupancies vs. Fire Area

Clarification that fire separations for mixed occupancy purposes has been made, such that, the most restrictive fire resistance-rated conditions shall apply.

IBC 202 Greenhouse Definition

Clarification for greenhouse occupancy has been clarified for the construction requirements.

IBC 202 Sleeping Unit Definition

Clarification a sleeping unit has been clarified for the construction requirements.

IBC 420 Cooking Facilities

Use of cooking appliances are further defined and regulated in Institutional Facilities and dormitories. Appliances are allowed in common areas.

IBC Chapter 7 Fire and Smoke Protective Features

Fire-resistive structure protection is further defined. Fire-rated construction for balconies, party walls, have changed location in the code. Fireblocking and draftstopping section of the code has been modified.

IBC 1004.8 Means of Egress and Occupant Loads

Business Occupancy allows a higher occupant load in certain concentrated business areas, such as a telephone call center.

IBC Table 1609 Wind Loads

Wind speed maps have been updated.

IBC Table 2308.4.1.1 Header and Girder Spans – Exterior/Interior Walls

The header and girder spans tables are updated to allow #2 Southern Pine design values (this reduces span lengths in comparison to #1 Southern Yellow Pine).

IBC Chapter 31 Special Construction

A process has been put in place for relocatable modular buildings.

2018 INTERNATIONAL ENERGY CONSERVATION CODE (IECC)

IECC C403.4.4.1 Heated or Cooled Vestibules

Adds a new requirement for heated/cooled vestibules. A control is required to turn off heat source when outdoor air temperature is above 45 degrees F. Also will limit heating temperature to maximum 60 degrees F and cooling temperature to not less than 85 degrees F.

IECC C403.7.6 Automatic Control HVAC in R-1 Guestrooms

New code provision reduces energy use by thermostat setback and ventilation control in unrented guest rooms.

IECC C405.2.1.3 Occupant Sensor Control in Open Plan Office Areas

New code section adds occupant sensor control to open plan office areas which

2018 INTERNATIONAL ENERGY CONSERVATION CODE (IECC)

were not previously included in the occupant sensor control requirements of the 2015 code.

IECC R402.1.2 Fenestration Requirements

The prescriptive U-factors for fenestration have been lowered.

IECC 403.3.6 Ducts Buried within Ceiling Insulation

New provisions address the methods, minimum coverage requirements and

IECC 404.1.1 Lighting

The required percentage of permanent lighting fixtures having high-efficacy lamps has increased from 75 to 90 percent.

2018 INTERNATIONAL FUEL GAS CODE (IFGC)

IFGC 404.14 Piping Underground Beneath Buildings

A listed encasement system instead of a conduit encasement is recognized where plastic piping is installed underground beneath buildings.

IFGC 409.5.1 Shutoff Valves Located within Same Room

Shutoff valves serving moveable appliances, such as cooking appliances and clothes dryers, shall be considered to be provided with access where installed behind such appliance.

2018 INTERNATIONAL EXISTING BUILDING CODE (IEBC)

There are no significant changes to the IEBC that will increase the cost implication of meeting its requirements.

Significant Changes for Contractors

Adoption of 2018 International Building Codes (Commercial)



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2017 NATIONAL ELECTRIC CODE (NEC)

NEC 210.12 Arc-Fault Circuit-Interrupter Protection

The AFCI requirements have been expanded and now include additional requirements for dormitory units and guest rooms and suites.

NEC 300.5 Underground Installations

Changes include added footnotes in table 300.5, clarifications to requirements for parallel conductors, burial warning ribbons, sealing underground raceways, and backfill materials.

NEC 314.17 Conductors that Enter Boxes or Conduit Bodies

Nonmetallic-sheathed cables installed in metal boxes must now meet the 1/4" cable sheath rule.

NEC 330.15 Exposed Work

New requirements for the installation of Type MC Cables have been added.

NEC 358.10 Uses Permitted

The permitted uses list for electrical metallic tubing (EMT) has been greatly expanded.

NEC 406.12 Tamper-Resistant Receptacles

The locations requiring tamper-resistant receptacles have been expanded.

NEC 600.6 Disconnecting Means for Electric Signs

Several changes have been made to the disconnect requirement for signs.

NEC 680.11 Underground Wiring for Pools, Spas, Hot Tubs, Fountains, and Similar Installations

The cover (burial depth) requirements are now no different than those for other installations.

2018 INTERNATIONAL PLUMBING CODE (IPC)

IPC Table 403.1 Minimum Number of Required Plumbing Fixtures

The Occupancy (Group) column of the table has been deleted for greater flexibility and accuracy for determining fixture requirements.

IPC 403.1.2 Single-user Toilet Facility and Bathing Room Fixtures

Single-user toilet facilities having required plumbing fixtures must now be labeled for use by either sex.

IPC 403.2 Separate Facilities

New exception added regarding separate facilities provided for each sex: Separate facilities shall not be required in business occupancies in which the maximum occupant load is 25 or fewer.

2018 INTERNATIONAL PLUMBING CODE (IPC) [continued]

IPC 608.16.1.2 Coffee Machines and Noncarbonated Drink Dispensers

The water supply connection to each coffee machine and each noncarbonated beverage dispenser shall be protected against backflow by a backflow preventer conforming to ASSE 1022 or ASSE 1024, or protected by an air gap.

IPC Table 702.3 Building Sewer Pipe

Polypropylene (PP) Plastic Pipe has been added to the approved materials list.

IPC 716 Replacement of Underground Building Sewers and Building Drains by Pipe Bursting Methods

Section on replacement of building sewers by pipe bursting methods has been expanded to include replacement of underground building drains.

IPC 1003.3.2 Food Waste Disposers Restriction

A food waste disposer shall not discharge to a grease interceptor.

2018 INTERNATIONAL MECHANICAL CODE (IMC)

IMC 403.3.2.4-5 System Controls and Ventilation Equipment

There is a new requirement for labeling of controls for whole-house ventilation systems and for the testing of exhaust fans for dwelling units.

IMC 504.4.1 Exhaust Termination Outlet and Passageway Size

The code now addresses the required size of dryer exhaust duct terminals.

IMC 603.5.2 Phenolic Ducts

The code added coverage for a newer type of non-metallic duct, phenolic duct.

IMC 929 High-Volume Large-Diameter Fans

Added a code section and new definition of high volume large diameter fan.

IMC 1107.2 Refrigerant Piping Location

This code section was rewritten to clearly state the intent regarding the prohibited locations for refrigerant piping.

IMC 506.3.13-2-3 Termination through an Exterior Wall, Termination Location

The intent was clarified regarding clearance to openings to prevent other requirements from being overlooked.

IMC 507.2.6 Clearances for Type I Hood

A new exception was added to recognize Type I hoods that are listed for clearances to combustibles of less than 18 inches.

Significant Changes for Contractors

Adoption of 2018 International Building Codes (Residential)



Development Services Department

Contact: Allen Jacobs - ajacobs@cityofbrenham.org | David Doelitsch - ddoelitsch@cityofbrenham.org | call 979-337-7220

2018 INTERNATIONAL RESIDENTIAL CODE (IRC)

IRC 302.2 Townhouse Separation

Two paths for achieving the fire-resistance separation between townhouse dwelling units – two 1-hour walls or a common wall – are spelled out in this section.

IRC 308.4.2 Glazing Adjacent to Doors

Glazing within 24 inches of the hinge side of an in-swinging door now requires safety glazing where the glazing is at an angle less than 180 degrees from the plane of the door.

IRC 311.7.3 Maximum Stair Rise between Landings

The maximum rise of a flight of stairs has increased by 4 inches, from 147 to 151 inches.

IRC 324.6 Roof Access for Photovoltaic Solar Energy Systems

Requirements for roof access and pathways for firefighters have been introduced into the IRC provisions for rooftop mounted photovoltaic solar energy systems.

IRC N1103.3.6-7 Ducts Buried within Ceiling Insulation

New provisions address the methods, minimum coverage requirements and thermal benefits for ducts buried within ceiling insulation, and when those ducts are considered inside the building thermal envelope.

IRC 1104.1 Lighting

The required percentage of permanent lighting fixtures having high-efficacy lamps has increased from 75 to 90 percent.

IRC M1502.3.1 Dryer Exhaust Duct Termination

A minimum area of 12.5 square inches has been established for the terminal outlet of dryer duct exhaust

IRC G2420.5.1 Shutoff Valve Location

Shutoff valves located behind movable appliances are considered as meeting the requirement for access.

IRC G2447.2 Commercial Cooking Appliances

Commercial cooking appliances are now permitted in dwelling units when installed in accordance with an engineered design and the manufacturer's instructions.

IRC P2503.7 Air Testing of PEX Piping

Compressed air testing of PEX water supply piping is now allowed when testing is in accordance with the manufacturer's instructions.

IRC P2903.5 Water Hammer Arrestors

A water hammer arrestor is now required where quick-closing valves are used in the water distribution system.

IRC 3703.5 Garage Branch Circuits

A separate 20-ampere branch circuit is now required to serve receptacle outlets of attached garages and detached garages with electric power.

IRC E4101.3 Cord-and-Plug-Connected Appliances

The maximum cord lengths for range hoods and built-in dishwashers have increased and the code clarifies that the receptacle outlet for the dishwasher has to be in the space adjacent to the appliance.

IRC Appendix Q – Tiny Houses

A new Appendix Q covers provisions for tiny houses, defined as dwellings with a maximum floor area of 400 square feet.



Regular City Council
AGENDA ITEM 7.

Agenda Item: Discuss and Possibly Act Upon the Award of RFP 21-008 Related to Uniform Rental and Laundering Services for Various City of Brenham Departments and Authorize the Mayor Pro Tem to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-October 14, 2021

Department: Purchasing

Staff Contact: Kyle Branham

Classification: Regular

SUMMARY STATEMENT:

On August 11, 2021 the City of Brenham opened proposals for Uniform Rental and laundering services. The proposal was advertised via newspaper and our City Website. Two proposals were received, one from Gorman Uniform Supply (current vendor) and one from Unifirst. While prices were competitive, Unifirst's proposal appears to be the best value to the City. During price comparisons some departments will experience a slight increase while other departments will experience cost savings with total savings being the greater. Unifirst is located in Bryan, and is in town twice a week delivering to other locations. References have been checked for Unifirst and feedback was positive. The City spends approximately twenty-five thousand annual on uniform rental. This expense is broken out between 9-12 departments and are all budgeted expenses.

ATTACHMENTS:

(1) Uniform Comparison Rates

RELEVANCE TO COMPREHENSIVE PLAN:

RECOMMENDED ACTION:

Award RFP 21-008 for Uniform Rental and Laundering Services to Unifirst and authorize the Mayor Pro Tem to execute and any necessary documentation.

Electric

Gormans	QTY	PRICE	TOTAL
RUG	1	\$1.13	\$1.13
Jason SGL	11	\$0.25	\$2.75
Jason SGL	11	\$0.38	\$4.18
Jason	11	\$0.58	\$6.38
Jason	11	\$1.05	\$11.55
Brett Size Premium	16	\$0.15	\$2.40
Brett SGL	11	\$0.25	\$2.75
Brett SGL	6	\$0.38	\$2.28
Brett SGL	5	\$0.26	\$1.30
Brett	11	\$0.58	\$6.38
Brett	11	\$0.58	\$6.38
James Size Premium	22	\$0.15	\$3.30
James SGL	11	\$0.25	\$2.75
James SGL	5	\$0.38	\$1.90
James SGL	6	\$0.26	\$1.56
James	11	\$0.58	\$6.38
James	6	\$0.58	\$3.48
James	5	\$1.05	\$5.25
Ryian Oversize	22	\$0.15	\$3.30
Ryian SGL	11	\$0.25	\$2.75
Ryian SGL	11	\$0.26	\$2.86
Ryian	11	\$0.58	\$6.38
Ryian	11	\$0.58	\$6.38
Curtis Oversize	22	\$0.15	\$3.30
Curtis SGL	11	\$0.25	\$2.75
Curtis SGL	11	\$0.38	\$4.18
Curtis	11	\$0.58	\$6.38
Curtis	11	\$1.05	\$11.55
Josh SGL	11	\$0.25	\$2.75
Josh SGL	11	\$0.38	\$4.18
Josh	11	\$0.58	\$6.38
Josh	11	\$1.05	\$11.55

UNIFIRST	QTY	PRICE	TOTAL
RUG	1	\$1.92	\$1.92
Jason	11	\$0.00	\$0.00
Jason	11	\$0.00	\$0.00
Jason	11	\$0.97	\$10.67
Jason	11	\$0.74	\$8.14
Brett	16	\$0.00	\$0.00
Brett	11	\$0.00	\$0.00
Brett	6	\$0.00	\$0.00
Brett	5	\$0.00	\$0.00
Brett	11	\$0.97	\$10.67
Brett	11	\$0.63	\$6.93
James	22	\$0.00	\$0.00
James	11	\$0.00	\$0.00
James	5	\$0.00	\$0.00
James	6	\$0.00	\$0.00
James	11	\$0.97	\$10.67
James	6	\$0.63	\$3.78
James	5	\$0.74	\$3.70
Ryian	22	\$0.00	\$0.00
Ryian	11	\$0.00	\$0.00
Ryian	11	\$0.00	\$0.00
Ryian	11	\$0.97	\$10.67
Ryian	11	\$0.63	\$6.93
Curtis	22	\$0.00	\$0.00
Curtis	11	\$0.00	\$0.00
Curtis	11	\$0.00	\$0.00
Curtis	11	\$0.97	\$10.67
Curtis	11	\$0.78	\$8.58
Josh	11		\$0.00
Josh	11		\$0.00
Josh	11		\$0.00
Josh	11	\$0.97	\$10.67

Josh	11	\$0.25	\$2.75
Chad SGL	11	\$0.25	\$2.75
Chad SGL	11	\$0.26	\$2.86
Chad	11	\$0.58	\$6.38
Chad	11	\$1.05	\$11.55
Johnny SGL	6	\$0.25	\$1.50
Johnny SGL	11	\$0.26	\$2.86
Johnny	11	\$0.58	\$6.38
Johnny	11	\$0.59	\$6.49
			\$190.31

Josh	11	\$0.78	\$8.58
Chad	11	\$0.00	\$0.00
Chad	11	\$0.00	\$0.00
Chad	11	\$0.97	\$10.67
Chad	11	\$0.78	\$8.58
Johnny	6	\$0.00	\$0.00
Johnny	11	\$0.00	\$0.00
Johnny	11	\$0.97	\$10.67
Johnny	11	\$0.74	\$8.14
			\$150.64

Difference

Weekly \$39.67 Savings

Monthly \$2,062.84 Total Savings

Parks Department

Gorman	QTY	PRICE	TOTAL
Navy mat 3x5	1	\$1.13	\$1.13
Shop towel Red	50	\$0.11	\$5.50
Shop towel Red	5	\$0.26	\$1.30
Jody SGL Charge	11	\$0.09	\$0.99
Jody	11	\$0.22	\$2.42
Jody	11	\$0.49	\$5.39
Darrin SGL Charge	11	\$0.09	\$0.99
Darrin	11	\$0.22	\$2.42
Darrin	11	\$0.49	\$5.39
Vincent Size Premium	11	\$0.15	\$1.65
Vincent	11	\$0.16	\$1.76
Vincent	11	\$0.49	\$5.39
Victorino	11	\$0.16	\$1.76
Victorino	11	\$0.24	\$2.64
Tandy Size Premium	22	\$0.15	\$3.30
Tandy	11	\$0.16	\$1.76
Tandy	11	\$0.49	\$5.39
Kyle D	11	\$0.16	\$1.76
Kyle SGL charge	11	\$0.09	\$0.99
Kyle	11	\$0.22	\$2.42
Kyle	11	\$0.49	\$5.39
Robert size premium	22	\$0.15	\$3.30
Robert	11	\$0.16	\$1.76
Robert	11	\$0.49	\$5.39
			\$70.19

UNIFIRST	QTY	PRICE	TOTAL
Navy mat 3x5	1	\$1.92	\$1.92
Shop towel Red	50	\$0.07	\$3.50
Shop towel Red	5	\$0.07	\$0.35
Jody	11		\$0.00
Jody	11	\$0.24	\$2.64
Jody	11	\$0.45	\$4.95
Darrin	11		\$0.00
Darrin	11	\$0.24	\$2.64
Darrin	11	\$0.40	\$4.40
Vincent	11		\$0.00
Vincent	11	\$0.17	\$1.87
Vincent	11	\$0.45	\$4.95
Victorino	11	\$0.17	\$1.87
Victorino	11	\$0.40	\$4.40
Tandy	22	\$0.00	\$0.00
Tandy	11	\$0.17	\$1.87
Tandy	11	\$0.45	\$4.95
Kyle D	11	\$0.17	\$1.87
Kyle	11		\$0.00
Kyle	11	\$0.24	\$2.64
Kyle	11	\$0.45	\$4.95
Robert	22		\$0.00
Robert	11	\$0.17	\$1.87
Robert	11	\$0.45	\$4.95
			\$56.59

Difference

Weekly \$13.60 Savings
 Montly \$707.20 **Total savings**

WATER CONSTRUCTION

GORMAN	QTY	PRICE	TOTAL
Terry Fielder	11	\$0.16	\$1.76
Terry Fielder	11	\$0.20	\$2.20
Chris Kokemore	11	\$0.16	\$1.76
Chris Kokemore	11	\$0.24	\$2.64
Shawn Bolendbarr SGL	11	\$0.09	\$0.99
Shawn Bolendbarr	11	\$0.22	\$2.42
Shawn Bolendbarr	11	\$0.24	\$2.64
James Fisher Oversize	11	\$0.15	\$1.65
James Fisher	2	\$0.16	\$0.32
James Fisher	6	\$0.16	\$0.96
James Fisher	11	\$0.24	\$2.64
Tristen Streeter	11	\$0.16	\$1.76
Tristen Streeter	11	\$0.24	\$2.64
Donnie Shwartz	5	\$0.16	\$0.80
Donnie Shwartz	6	\$0.16	\$0.96
Donnie Shwartz	11	\$0.24	\$2.64
			\$28.78

Unifirst	QTY	PRICE	TOTAL
Terry Fielder	11	\$0.17	\$1.87
Terry Fielder	11	\$0.33	\$3.63
Chris Kokemore	11	\$0.17	\$1.87
Chris Kokemore	11	\$0.40	\$4.40
Shawn Bolendbarr	11	\$0.00	\$0.00
Shawn Bolendbarr	11	\$0.24	\$2.64
Shawn Bolendbarr	11	\$0.40	\$4.40
James Fisher	11	\$0.00	\$0.00
James Fisher	2	\$0.17	\$0.34
James Fisher	6	\$0.17	\$1.02
James Fisher	11	\$0.40	\$4.40
Tristen Streeter	11	\$0.17	\$1.87
Tristen Streeter	11	\$0.40	\$4.40
Donnie Shwartz	5	\$0.17	\$0.85
Donnie Shwartz	6	\$0.17	\$1.02
Donnie Shwartz	11	\$0.40	\$4.40
			\$37.11

Difference

Weekly \$8.33 Increase
 Montly \$433.16 **Total Increase**

GAS

Gormans	QTY	PRICE	TOTAL PRICE
3 x 5 navy rug	5	\$1.13	\$5.65
Chris	11	\$0.25	\$2.75
Chris	11	\$0.24	\$2.64
Vincent	11	\$0.25	\$2.75
Joe Size Premium	11	\$0.15	\$1.65
Joe	11	\$0.25	\$2.75
Joe	11	\$0.24	\$2.64
Gary	11	\$0.25	\$2.75
Gary	11	\$0.49	\$5.39
Ande SGL	5	\$0.09	\$0.45
Ande	5	\$0.22	\$1.10
			\$30.52

Unifirst	QTY	PRICE	TOTAL PRICE
3 x 5 navy rug	5	\$1.92	\$9.60
Chris	11	\$0.27	\$2.97
Chris	11	\$0.53	\$5.83
Vincent	11	\$0.32	\$3.52
Joe	11	\$0.00	\$0.00
Joe	11	\$0.32	\$3.52
Joe	11	\$0.53	\$5.83
Gary	11	\$0.32	\$3.52
Gary	11	\$0.60	\$6.60
Ande	5	\$0.00	\$0.00
Ande	5	\$0.53	\$2.65
			\$44.04

Difference

Weekly \$13.52 Increase

Yearly \$703.04 Total Increase

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Uniform and Facility Services Proposal for:



City Of Brenham

200 W Vulcan
Brenham, TX 77833

Item Number	Description	Weekly Rate	Lost/Damaged or Required Buyout
Items 1 & 2			Required Buyout
04MM	Men's Navy Polo	\$ 0.24	\$ 23.02
05MM	Women's Navy Polo	\$ 0.24	\$ 23.02
04MF	Men's Navy Polo	\$ 0.25	\$ 24.00
05MF	Women's Navy Polo	\$ 0.25	\$ 24.00
Item 3			Wiper Replacement
8023	Red Shop Towels	\$ 0.07	2%
Item 4			Lost/Damaged
0101	Lt. Blue 100% Cotton Work Shirt L/S	\$ 0.27	\$ 26.11
0201	Lt. Blue 100% Cotton Work Shirt S/S	\$ 0.27	\$ 23.59
Item 5			Lost/Damaged
0102	Men's UniFirst Lt. Blue 65/35 Work Shirt L/S	\$ 0.17	\$ 19.01
0202	Men's UniFirst Lt. Blue 65/35 Work Shirt S/S	\$ 0.17	\$ 16.20
0335	Women's UniFirst Lt. Blue 65/35 Work Shirt L/S	\$ 0.22	\$ 21.22
0436	Women's UniFirst Lt. Blue 65/35 Work Shirt S/S	\$ 0.22	\$ 17.52
08MX	Men's MIMIX Lt. Blue 65/35 Work Shirt L/S	\$ 0.40	\$ 38.11
06MX	Men's MIMIX Lt. Blue 65/35 Work Shirt S/S	\$ 0.40	\$ 34.14
05MW	Women's MIMIX Lt. Blue 65/35 Work Shirt L/S	\$ 0.39	\$ 37.06
05MX	Women's MIMIX Lt. Blue 65/35 Work Shirt S/S	\$ 0.39	\$ 33.14
Item 6			Lost/Damaged
09FC	Armorex Cool FR Work Shirt	\$ 0.97	\$ 91.20
Item 7			Lost/Damaged
10HD	UniFirst HD Denim Relax Fit Jeans (Men's)	\$ 0.40	\$ 33.48
1092	Women's Wrangler Blues Relax Fit Jeans	\$ 0.43	\$41.16
Item 8			Lost/Damaged
1118	Wrangler Cowboy Cut Jeans	\$ 0.45	\$ 43.68
Item 9			Lost/Damaged
1001	UniFirst 100% Cotton Work Pants	\$ 0.33	\$ 32.35

#####

Uniform and Facility Services Proposal for:



City Of Brenham

200 W Vulcan
Brenham, TX 77833

Item Number	Description	Weekly Rate	Lost/Damaged or Required Buyout
Item 10			Lost/Damaged
10FR	Indura Ultrasoft FR Work Pants	\$ 0.63	\$ 69.86
Item 11			Lost/Damaged
11KG	Armorex Men's FR Jeans	\$ 0.74	\$ 70.75
Item 12			Lost/Damaged
10FB	Wrangler FR Jeans Relax Fit	\$ 0.78	\$ 96.17
Entrance Mats			Lost/Damaged
76GA	3x5 Great Impression Mat (Navy)	\$ 1.92	\$ 68.78
7752	2x3 Anti Fatigue Mat (Black)	\$ 1.50	\$ 95.26
76GB	4x6 Great Impression Mat (Black)	\$ 2.93	\$ 105.41
76GB	4x6 Great Impression Mat (Navy)	\$ 2.93	\$ 105.41
Logo Mat			Required Buyout
UL16 or UL59	4x6 Custom Logo Mat	\$ 4.03	\$ 166.22
Extras			
9075	Linen Bags (10 minimum)	No Charge	
8956	Bag Stands (10 minimum)	No Charge	
8951	Lockers (10 minimum)	No Charge	
8950	Soil Lockers (10 minimum)	No Charge	
	Hanger Racks (10 Minimum)	No Charge	
	Oversize Garment Charges	\$ 2.00	
	On-Going Emblem	\$ 0.08	
	On-Going Prep	\$ 0.06	
	Add-On Direct Embroidery Name & Logo	\$ 6.00	
	Mat Protection	\$ 0.25	
DEFE	Delivery, Environmet, Fuel, Energy	\$ 10.00	



Regular City Council
AGENDA ITEM 8.

Agenda Item: Discuss and Possibly Act Upon a Professional Services Agreement Between the City of Brenham and Hodde & Hodde Land Surveying, Inc. for Services Related to the Renewal of an Easement at Lake Somerville for the Lake Intake Structure and Authorize the Mayor Pro Tem to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-October 14, 2021

Department: Public Utilities

Staff Contact: Donald Reese

Classification: Regular

SUMMARY STATEMENT:

On July 19, 2021, the City was notified, in writing, by the U.S. Army Core of Engineers (USACE) that the City's 50-year easement for the lake intake structure located at Lake Somerville was set to expire on April 11, 2022.

The easement agreement was originally signed on April 12, 1972, and included a water pumping station, 18" transmission line, water intake structure, electrical lines and other appurtenances.

On June 6, 1977, the easement agreement was amended to include a destratification air line and then amended again on May 6, 1980, to include additional erosion control, a stairway, and a maintenance roadway.

In August of 1994, a third amendment was drafted to include the addition of a 24" raw water transmission line. While the new line was constructed and put in service and the old 18" line was taken out of service, this amendment was never fully executed.

While there is no fee for the new easement, the USACE does require an updated survey to include all items mentioned above except for the destratification line which was taken out of service in the mid-90s. Upon learning of the survey requirement, staff requested a proposal from Hodde as they are familiar with the City's water system. In addition, they have performed several surveys at Lake Somerville and are familiar with that area as well.

The proposal from Hodde is \$29,500 + or – 15%. Staff is recommending an amount not to exceed \$35,000.00 to leave contingency for unknowns. Please see the attached proposal for additional detail.

ATTACHMENTS:

(1) Surveying Services Agreement - USACE Lake Intake Lease Agreement Renewal

RELEVANCE TO COMPREHENSIVE PLAN:**RECOMMENDED ACTION:**

Approve a Professional Services Agreement between the City of Brenham and Hodde & Hodde Land Surveying, Inc. for services related to the renewal of an easement at Lake Sommerville for the Lake Intake Structure and authorize the Mayor Pro Tem to execute any necessary documentation.

**PROFESSIONAL SERVICES AGREEMENT
FOR
SURVEYING SERVICES
RELATED TO
CITY OF BRENHAM RAW WATER INTAKE SYSTEM**

**THE STATE OF TEXAS §
 §
COUNTY OF WASHINGTON §**

THIS AGREEMENT made on the _____ day of _____, 2021 entered into, and executed by and between the City of Brenham, Texas (the "City"), a municipal corporation of the State of Texas, and Hodde & Hodde Land Surveying, Inc. ("Surveyor").

WITNESSETH:

WHEREAS, the City desires to renew Easement No. DACW63-2-72-0334 with the Department of the Army, U.S. Army Corps of Engineers for the City of Brenham raw water intake structure and associated facilities at Lake Somerville, said easement being scheduled to expire on April 11, 2022; and

WHEREAS, the services of a professional surveying firm are necessary to renew said easement due to updated survey requirements of the Department of the Army, U.S. Army Corps of Engineers adopted after the easement was originally granted on April 12, 1972; and

WHEREAS, the Surveyor represents that it is fully capable and qualified to provide professional surveying services to the City;

NOW, THEREFORE, the City and Surveyor, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

**SECTION I
SCOPE OF AGREEMENT**

Surveyor agrees to perform certain professional surveying services as defined in Attachment "A" attached hereto and made a part hereof for all purposes, hereinafter sometimes referred to as "Scope of Services," and for having rendered such services, the City agrees to pay Surveyor compensation not to exceed \$35,000.00.

**SECTION II
CHARACTER AND EXTENT OF SERVICES**

Surveyor shall do all things necessary to render the surveying services and perform the Scope of Services with the professional skill and care ordinarily provided by competent surveyors practicing in the same or similar locality and under the same or similar circumstances

and professional license. It is expressly understood and agreed that Surveyor is an Independent Contractor in the performance of the services agreed to herein. It is further understood and agreed that Surveyor shall not have the authority to obligate or bind the City or make representations or commitments on behalf of the City or its officers or employees without the express prior written approval of the City Manager. The City shall be under no obligation to pay for services rendered not identified in Attachment "A" without prior written authorization from the City Manager.

SECTION III OWNERSHIP OF WORK PRODUCT

Surveyor agrees that the City shall have the right to use all exhibits, maps, reports, analyses, CAD files, field notes, legal descriptions, plats and other documents prepared or compiled by Surveyor pursuant to this Agreement. The City shall be the absolute and unqualified owner of all exhibits, maps, reports, analyses, CAD files, field notes, legal descriptions, plats, determinations, recommendations, computer files, and other documents prepared or acquired pursuant to this Agreement with the same force and effect as if the City had prepared or acquired the same.

SECTION IV TIME FOR PERFORMANCE

The time for performance of the Scope of Services is 90 calendar days beginning from the execution date of this Agreement. Upon written request of Surveyor, the City Manager may grant time extensions to the extent of any delays caused by the City or other agencies with which the services must be coordinated, and over which Surveyor has no control.

SECTION V COMPLIANCE AND STANDARDS

Surveyor agrees to perform the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the applicable profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the services to be performed hereunder and Surveyor's performance.

SECTION VI INDEMNIFICATION

Surveyor shall and does hereby agree to indemnify, hold harmless and defend the City, its officers, agents, and employees against liability for damage caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Surveyor, the Surveyor's agent, consultant under contract, or another entity over which the Surveyor exercises control.

SECTION VII SURVEYOR'S COMPENSATION

For and in consideration of the services rendered by Surveyor pursuant to this Agreement, the City shall pay Surveyor only for the actual services performed under the Scope of Services, on the basis set forth in Attachment "A," up to an amount not to exceed \$35,000.00.

SECTION VIII TERMINATION

The City may terminate this Agreement at any time by giving written notice to Surveyor. Upon receipt of such notice, Surveyor shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to the Agreement. As soon as practicable after receipt of notice of termination, Surveyor shall submit a sworn statement, showing in detail the services performed under this Agreement to the date of termination. The City shall then pay Surveyor for such services performed under this Agreement as those services bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed maps, documents and other work product prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated.

SECTION IX ADDRESSES, NOTICES AND COMMUNICATIONS

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to Surveyor at the following address:

Jon E. Hodde, RPLS No. 5197
Hodde & Hodde Land Surveying, Inc.
613 East Blue Bell Road
Brenham, Texas 77833
(979)-836-5681 (voice)
(979)-836-5683 (fax)
jon@hoddesurveying.com (email)

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to the City at the following address:

City of Brenham
200 W. Vulcan St.
Brenham, TX 77833
Attn: Donald Reese

SECTION X LIMIT OF APPROPRIATION

Prior to the execution of this Agreement, Surveyor has been advised by the City and Surveyor clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the City shall have available only those sums as expressly provided for under this Agreement to discharge any and all liabilities which may be incurred by the City and that the total compensation that Surveyor may become entitled to hereunder and the total sum that the City shall become liable to pay to Surveyor hereunder shall not under any conditions, circumstances, or interpretations hereof exceed the amounts as provided for in this Agreement.

SECTION XI SUCCESSORS AND ASSIGNS

The City and Surveyor bind themselves and their successors and assigns to the other party of this Agreement and to the successors and assigns of such other party, in respect to all covenants of this Agreement. Surveyor shall not assign, sublet, or transfer its interest in this Agreement without the written consent of the City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City or any public body which may be a party hereto.

SECTION XII MODIFICATIONS

This instrument, including Attachment "A," contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. To the extent there is a conflict between the provisions of this Agreement and the provisions of Attachment "A," this Agreement shall control. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties hereto.

SECTION XIII ADDITIONAL SERVICES OF SURVEYOR

If authorized in writing by the City Manager, Surveyor shall furnish, or obtain from others, Additional Services that may be required because of significant changes in the scope, extent or character of the portions of the Project designed or specified by the Surveyor, as defined in Attachment "A." These Additional Services, plus reimbursable expenses, will be paid for by the Owner on the basis set forth in Attachment "A," up to the amount authorized in writing by the City Manager.

SECTION XIV CONFLICTS OF INTEREST

Pursuant to the requirements of the Chapter 176 of the Texas Local Government Code, Surveyor shall fully complete and file with the City Secretary a Conflict of Interest Questionnaire.

SECTION XV
PAYMENT TO SURVEYOR FOR SERVICES AND REIMBURSABLE EXPENSES

Invoices for Services provided pursuant to this Agreement and reimbursable expenses will be prepared in accordance with Surveyor's standard invoicing practices and will be submitted to the City by Surveyor at least monthly. Invoices are due and payable thirty (30) days after receipt by the City.

SECTION XVI
INSURANCE

Surveyor shall procure and maintain insurance in accordance with the terms and conditions set forth in Attachment "B," for protection from workers' compensation claims, claims for damages because of bodily injury, including personal injury, sickness or disease or death, claims or damages because of injury to or destruction of property including loss of use resulting therefrom, and claims of errors and omissions.

SECTION XVII
MISCELLANEOUS PROVISIONS

A. This Agreement is subject to the provisions of the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code. The approval or payment of any invoice shall not be considered to be evidence of performance by Surveyor or of the receipt of or acceptance by the City of the services covered by such invoice.

B. Venue for any legal actions arising out of this Agreement shall lie exclusively in the federal and state courts of Washington County, Texas.

C. This Agreement is for sole benefit of the City and Surveyor, and no provision of this Agreement shall be interpreted to grant or convey to any other person any benefits or rights.

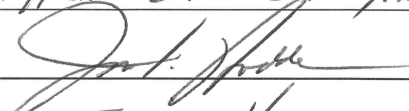
D. Surveyor further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed in that manner in the United States.

IN WITNESS WHEREOF, the City of Brenham has lawfully caused this Agreement to be executed by the Mayor of said City and attested by the City Secretary and Infrastructure Management Services, acting by and through its duly authorized officer/representative, does now sign, execute, and deliver this instrument.

EXECUTED on this _____ day of _____, 2021.

SURVEYOR:

Hosder & Hosder Land Surveying, Inc.

By: 

Name: Jon E. Hosder

Title: V.P.

CITY OF BRENHAM, TEXAS

Clint Kolby, Mayor Pro Tem

ATTEST:

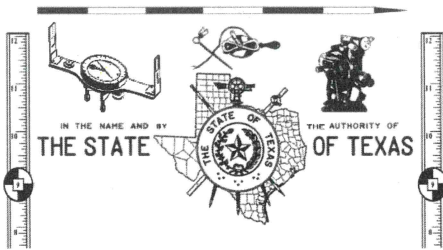
Jeana Bellinger, City Secretary

ATTACHMENT “A”

SCOPE OF SERVICES

Description of Project

The Project generally is described as updated survey of Easement No. DACW63-2-72-0334 with the Department of the Army, U.S. Army Corps of Engineers for the City of Brenham raw water intake structure and associated facilities at Lake Somerville, as further described in the August 23, 2021 correspondence from Hodde & Hodde Land Surveying, Inc. attached hereto and incorporated herein for all pertinent purposes.



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

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

August 23, 2021

Donald Reese
Assistant City Manager – Public Services/Utilities
City of Brenham
200 W. Vulcan Street
Brenham, Texas 77833
dreese@cityofbrenham.org
979-337-7400

RE: Easement boundary surveys on the City of Brenham water intake system and appurtenances and the eighteen and twenty four inch raw water pipelines, Lake Somerville, part of the John M. Hardeman Survey, A-142, the Nicholas Whitehead Survey, A-108 and the Bird L. Hanks Survey, A-53, Washington County, Texas (See attached Google Earth image).

Mr. Reese,

We appreciate the opportunity to provide surveying services for you and the City of Brenham on and in connection with the above referenced project. I reviewed information you provided, record data and information we have in house concerning this project.

Project Scope

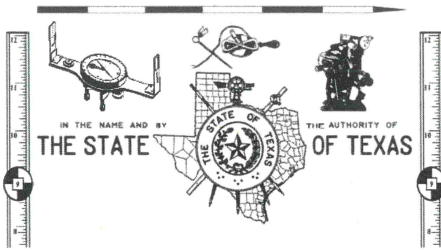
Survey the outer perimeters of the City of Brenham's water intake facilities, which will include the intake structure and protected water area located in the lake, the erosion control gabions, stairs and walkways, the new concrete access road, the pumping station, buildings and appurtenances located within the chain link fence area and the driveway access to LBJ Drive.

Survey the location of the 18 inch and 24 inch water lines from the intake facility to the Southwest right of way line of State Highway 36. As discussed, the City of Brenham utility department will mark the location of the pipelines.

As requested, the abandoned destratification pipe extending from the intake structure into the lake will not be included in the easement.

After the initial field work is complete, we will determine and establish the required easement areas. Adequate corner monuments will be set for the easement areas. A plat of the easement areas, showing the easement boundaries, bearings and distances, corner monuments and ties will be prepared. Field notes will be prepared for the easement areas. This easement survey will be performed in accordance with the requirements stated in the letter to the City of Brenham provided by the Department of the Army, U.S. Army Corps of Engineers dated July 19, 2021. This includes:

- Not including any more land than is necessary
- Tie into a known U.S. Government monument



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

OFFICE PHONE: (979) 836-5681
FAX: (979) 836-5683
www.hoddesurveying.com
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- Drawings (CAD File) are to be in DGN (MicroStation) or SHP (ArcGIS) file format
- Geo-rectified in Texas State Plane Coordinates, 4203 Central, UTM Zone 15 North
- Legal descriptions are to be furnished in DOCX (WORD)
- PDF (and/or copies) of the survey drawings and legal description must be signed and stamped (finalized version) by the surveyor

Deliverables

Deliverables will include a CAD file, paper and PDF copies of the signed and sealed survey plat and paper, PDF and WORD files for the field notes.

Our company utilizes current technology state of the art equipment including surveying grade (high accuracy) GPS Surveying Systems, Total Station and Robotic Theodolites with field Computer Data Collectors, sUAV Technology, Four Wheel ATVs, and Digital CAD Computer Software and Hardware. We bring years of experience in boundary surveying, boundary reconstruction and development to you and your project. You can expect to receive a detailed and accurate survey and analysis of your property. We have provided surveying services in Texas for over 55 years. Please visit our website at www.hoddesurveying.com.

FEE:

Surveying services are invoiced using an hourly rate schedule. We try within reason to estimate the hours required to perform the services requested to arrive at a cost estimate.

The cost estimate to perform the surveying services, as explained above, is estimated at: \$29,500 ±15% (No sales tax – City of Brenham is tax exempt).

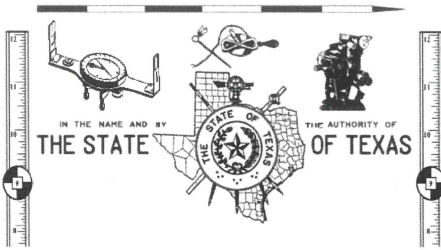
Please find attached a Google Earth image of the area, a copy of our current rate schedule and insurance certificate specimen.

Please call or email if you have any questions or need additional information.

Thank you for your business.

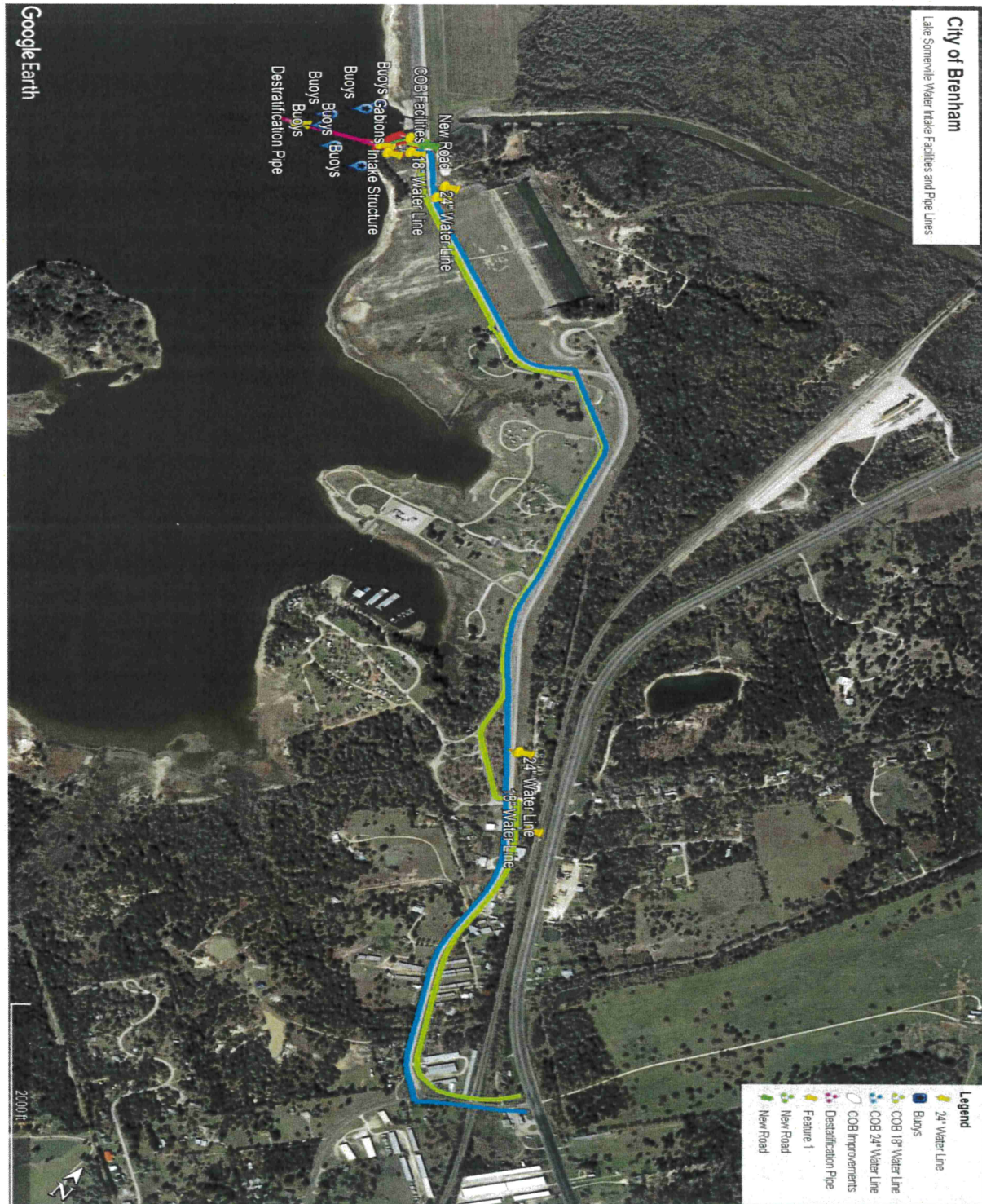
Sincerely,
Jon E. Hodde, RPLS No. 5197
Hodde & Hodde Land Surveying, Inc.
613 East Blue Bell Road
Brenham, Texas 77833

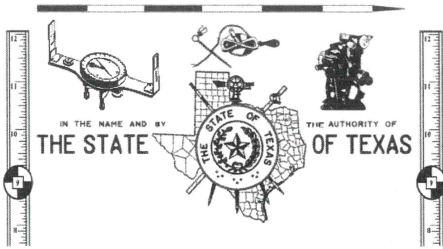
jon@hoddesurveying.com (email)
www.hoddesurveying.com (website)
(979)-836-5681 (voice)
(979)-836-5683 (fax)



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STANDARD RATE SCHEDULE

(Effective January 1, 2021 - Subject to Annual Revision)

- Registered Professional Land Surveyor.....\$135.00 per hr.
- Registered Professional Engineer.....\$150.00 per hr.
- Registered Professional Land Surveyor (expert witness/Consultant).....\$225.00 per hr.
- Survey Crew (1 person).....\$120.00 per hr.
- Survey Crew (2 person).....\$140.00 per hr.
- Survey Crew (3 person).....\$155.00 per hr.
- GPS Surveying System\$50.00 per hr.
- Robotic Surveying System.....\$50.00 per hr.
- Clerical\$50.00 per hr.
- Plotting, Research, Analysis, Computations, Mapping, Supervision and Legal Descriptions:
 - CAD Tech (Level 1).....\$70.00 per hr.
 - CAD Tech (Level 2).....\$80.00 per hr.
 - CAD Tech (Level 3).....\$90.00 per hr.
 - CAD Tech (Level 4).....\$100.00 per hr.
- Per Diem Daily Rate (without overnight stay).....\$45.00 per person
 (Lodging, Air Travel, Rental, etc. will be invoiced at cost.)

Hourly rates include all charges for conventional equipment, labor and transportation (i.e. four wheel drive pickup, four wheel drive ATV, and the first 50 miles of transportation) within the scope of ordinary work. Compensation for surveying services will be invoiced on an hourly basis using the rates listed above. Additional costs in connection with special requirements, such as Purchased Services and supplies, will be invoiced at cost plus 10%. Transportation (mileage) beyond the first 50 miles will be charged at a rate of \$0.60 per mile.

Survey Markers, Deed Copies, Prints, Special Delivery, etc. will be invoiced at cost plus 10%.

Special Surveying Services and Price Quotes available upon request.

All above prices are subject to applicable state and local sales tax unless exempt.

Terms of Payment

Invoices are submitted monthly for all services rendered during the previous month or upon the date of completion, and are payable "Net 30 Days" in Brenham, Washington County, Texas, unless prior arrangements are made.

ATTACHMENT “B”

INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/29/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Anco Insurance 3103 Bee Cave Rd, Suite 242 Austin, TX 78746		CONTACT NAME: Alison Doyle PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: The Travelers Indemnity Company Of America 25666	
		INSURER B: The Charter Oak Fire Insurance Company 25615	
		INSURER C: The Travelers Indemnity Company 25658	
		INSURER D: Continental Casualty Co. 20443	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			6806H41220347	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			BA1R4403102047	11/1/2020	11/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP2848P37847	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB7J63714547	11/1/2020	11/1/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab			LSH591886293	11/1/2020	11/1/2021	Per Claim/Aggregate 2,000,000
A	Equipment Floater			6806H41220347	11/1/2020	11/1/2021	Limit 186,150

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Hodde & Hodde Land Surveying
 613 East Blue Bell Road
 Brenham, TX 77833

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Patricia Craft



Regular City Council
AGENDA ITEM 10.

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

Meeting Type: Regular Meeting-October 14, 2021

Department: Administration

Staff Contact: Cary Bovey, City Attorney

Classification: Executive Session

SUMMARY STATEMENT:

To be discussed in Executive Session.

ATTACHMENTS:

None

RELEVANCE TO COMPREHENSIVE PLAN:

RECOMMENDED ACTION:

No action.