



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
TUESDAY, AUGUST 29, 2023 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 - City Attorney Cary Bovey**
- 3. Proclamations**
 - ♦ Childhood Cancer Awareness Month**
- 4. Citizens Comments**

CONSENT AGENDA

- 5. Statutory Consent Agenda**

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

 - 5-a. Approve the Minutes from July 24, 2023 Special City Council Meeting, the July 25, 2023 Special Budget Workshop Meeting, and the August 3, 2023 Regular City Council Meeting**

- 5-b. Approve Ordinance No. O-23-021 on Its Second Reading for the Creation of Reinvestment Zone Number 51 Requested by MIC Group, LLC for Commercial Tax Phase-In Incentive on a Certain 16.291 Acre Tract or Parcel of Land Being Comprised of Lot 1, Industrial Park of Brenham as Recorded in Plat Slide 190-A and B of the Plat Records of Washington County (P.R.W.C.) and Lot 5, Brenham Business Center, Phase I, as Shown on the Boundary Line Adjustment Plat Recorded in Plat Slide 425-A (P.R.W.C.) and Being Located at 3140 S. Blue Bell Road., Brenham, Texas, with Boundaries Further Described in Exhibit 'A' of the Ordinance Creating Reinvestment Zone Number 51, and Designating This Property as Qualifying for Tax Phase-In**
- 5-c. Approve an Agreement Between the City of Brenham and Madden Media for Fiscal Year 2023-24, In the Amount of \$110,000.00, Digital Marketing and Programming and Authorize the Mayor to Execute Any Necessary Documentation**
- 5-d. Approve an Audit Engagement Letter for Seidel Schroeder to Perform an Audit for the Fiscal Year Ending September 30, 2023 and Authorize the Mayor to Execute Any Necessary Documentation**
- 5-e. Approve a Professional Services Agreement Between the City of Brenham and Strand Associates, Inc., In an Amount Not To Exceed \$120,000.00, for FY2023-24 On-Call Engineering Services and Authorize the Mayor to Execute Any Necessary Documentation**
- 5-f. Approve the First Amendment to the Interconnection Agreement Between the City of Brenham and the Lower Colorado River Authority Transmission Services Corporation (LCRA TSC) Related to the Control of the City's Distribution Feeders and Authorize the Mayor to Execute Any Necessary Documentation**
- 5-g. Approve an Interlocal Agreement Between the City of Brenham and Brenham Independent School District for School Resource Officers and Authorize the Mayor to Execute Any Necessary Documentation**
- 5-h. Approve a Payment to Brazos River Authority in the Amount of \$465,069.00 for the City of Brenham's Raw Water Supply and Authorize the Mayor to Execute Any Necessary Documentation**

WORK SESSION

- 6. Presentation and Discussion on the Airport Master Plan for the City of Brenham Municipal Airport**

PUBLIC HEARING AND ASSOCIATED ACTION ITEM

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

REGULAR SESSION

8. **Discuss and Possibly Act Upon Resolution No. R-23-030 Adopting a Commercial Tax Phase-In Agreement Between the City of Brenham and MIC Group LLC**
9. **Discuss and Possibly Act Upon a Professional Services Agreement Between the City of Brenham and Strand Associates, Inc. Related to Surface Water Treatment Plant Rehab and Expansion (Project No. 63C-21C) and Authorize the Mayor to Execute Any Necessary Documentation**
10. **Discuss and Possibly Act Upon a Professional Services Agreement Between the City of Brenham and Strand Associates, Inc. Related to Groundwater Supply Phase 1 (Project No. 63C-22C) and Authorize the Mayor to Execute Any Necessary Documentation**
11. **Discuss and Possibly Act Upon Resolution No. R-23-031 Authorizing the Acceptance of Public Improvements in the Liberty Village Subdivision, Phase 3**
12. **Discuss and Possibly Act Upon Resolution No. R-23-032 Authorizing the Acceptance of Public Improvements in the Brenham Market Square Subdivision, Phase 1**
13. **Discuss and Possibly Act Upon the Rejection of all Bids Submitted in Response to ITB 23-008 Related to Lime for the City of Brenham's Wastewater Treatment Plant and Authorize the Mayor to Execute Any Necessary Documentation**

14. Administrative/Elected Officials Report

Administrative/Elected Officials Reports: Reports from City Officials or City staff regarding items of community interest, including expression of thanks, congratulations or condolences; information regarding holiday schedules; honorary or 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

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

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 August 29, 2023 agenda of items to be considered by the City of Brenham City Council was posted to the City Hall bulletin board at 200 W. Vulcan St., Brenham, TX on Friday, August 25, 2023 at 4:15 p.m.

Jeana Bellinger, TRMC, CMC

City Secretary

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

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

Signature

Title

PROCLAMATION

- WHEREAS,** Childhood cancer is the leading cause of death by disease of children, ages 1 to 19 years in the U.S. and the second leading cause of death exceeded only by accidents; and
- WHEREAS,** Every year over 17,000 young children will be diagnosed with cancer, with the average age of diagnosis being 6 years old; and
- WHEREAS,** Survival rates for childhood cancers vary widely depending on the type of cancer and can range from less than 1% to over 90%; and
- WHEREAS,** Sixty percent of childhood cancer survivors experience severe or life-threatening complications in adulthood; and
- WHEREAS,** September is National Childhood Cancer Awareness Month and represents an annual opportunity for supporters nationwide to focus on and raise awareness of the challenges of childhood cancer; and
- WHEREAS,** In Brenham, Texas, Adam's Angels Ministry, a local charitable organization, who support families who face childhood cancer and encourages everyone to join in their efforts to help defeat this terrible disease; and
- WHEREAS,** It is right and just for the City Council and the residents of Brenham to join together with Adam's Angels and all children and families touched by childhood cancer to raise awareness and encourage funding;

NOW, THEREFORE, I Atwood C. Kenjura, Mayor of the City of Brenham, Texas do hereby proclaim September 2023 as

CHILDHOOD CANCER AWARENESS MONTH

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



Atwood C. Kenjura, Mayor
City of Brenham

Brenham City Council Minutes

A special meeting of the Brenham City Council was held on Monday, July 24, 2023 beginning at 8:30 a.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members Present:

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

Members Absent:

None

City of Brenham Staff present:

City Manager Carolyn Miller, City Secretary/Director of Administrative Services Jeana Bellinger, General Manager of Public Utilities Debby Gaffey, Assistant General Manager of Public Utilities Alton Sommerfield, Director of Water/Wastewater Bobby Keene, Director of Finance Stacy Hardy, Strategic Budget Officer Tim McRoberts, Budget Analyst Jessica Perez, Director of HR and Risk Management Susan Nienstedt, Director of Tourism and Marketing Jennifer Eckermann, Fire Chief Roger Williams, Police Chief Ron Parker, Asst. Police Chief Lloyd Powell, Development Services Director Stephanie Doland, Economic & Community Development Director Teresa Rosales, Kyle Branham, Melinda Gordon, Christi Korth, Casey Redman, Tammy Jaster, Stephen Draehn, Brian Smith, Jerry Saldivar, Josh Daniels and Daniel McCracken

Citizens/Others Present:

None

Media Present:

None

1. Call Meeting to Order

REGULAR SESSION

2. Discuss and Possibly Act Upon the Renewal with Texas Municipal League Intergovernmental Risk Pool for the City of Brenham's General Liability, Law Enforcement Liability, Public Officials Liability, Mobile Equipment, Airport Liability, Property, Auto Liability and Physical Damage, Crime, and Theft and Worker's Compensation Coverage for the City of Brenham for the Fiscal Year 2023-2024 and Authorize the Mayor to Execute Any Necessary Documentation

Director of HR and Risk Management Susan Nienstedt presented this item. 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 provide stable source of risk financing and rates. Local, state, national and global conditions, such as inflation, supply chain issues, natural disasters, and reinsurance costs impact rates. Despite claims and cost pressures, TMLIRP is able to provide comparable rates to the commercial insurance market and their competitors.

Nienstedt stated that the City's liability coverage includes general liability, law enforcement liability, errors and omissions, as well as automobile and aviation liability insurance while the property coverage includes real and personal property, mobile equipment, crime and cybersecurity liability coverage. Nienstedt advised that the total cost for all coverages would be \$578,482 with is an increase of \$65,295 from last year.

A motion was made by Mayor Pro Tem Kolby and seconded by Councilmember Wright to approve the renewal with Texas Municipal League Intergovernmental Risk Pool for the City of Brenham's General Liability, Law Enforcement Liability, Public Officials Liability, Mobile Equipment, Airport Liability, Property, Auto Liability and Physical Damage, Crime, and Theft and Worker's Compensation Coverage for the City of Brenham for the Fiscal Year 2023-2024 and authorize the Mayor to execute any necessary documentation.

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

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

3. Discuss and Possibly Act Upon Resolution No. R-23-029 Related to the Creation of an Employee Benefit Trust for the City of Brenham and Authorize the Mayor to Execute Any Necessary Documentation

Director of HR and Risk Management Susan Nienstedt presented this item. Nienstedt stated that the City engaged HUB International, as our benefit consultant to analyze and competitively bid our employee health benefit plans. During the RFP process, it was brought to our attention that Texas Insurance Code, Section 222.002 (c)(5) allows an insurance provider to forego the payment of premium taxes of 1.75% by a municipality if they establish a benefit trust.

Nienstedt explained that the City anticipates using this trust to collect medical premiums from payroll deductions and city contributions for group medical insurance and in turn pay the medical vendors the appropriate monthly premiums. Once established, the benefit trust can be used to lessen the financial impact of future premium increases to provide valuable health and wellness benefits.

A motion was made by Councilmember LaRoche and seconded by Councilmember Saunders to approve Resolution No. R-23-029 related to the creation of an employee benefit trust for the City of Brenham.

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

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

4. Discuss and Possibly Act Upon the Appointment of the Local Rabies Control Authority for the City of Brenham and Authorize the Mayor to Execute Any Necessary Documentation

City Secretary and Director of Administrative Services Jeana Bellinger presented this item. Bellinger explained that in accordance with Sec. 826.017 of the Local Government Code, the governing body of each municipality and county must designate someone to act as the Local Rabies Control Authority (LRCA).

Bellinger explained that since March, Animal Services Manager Megan Gray has been acting as the LRCA and performing all the duties LRCA and, if approved, her appointment will officially designate her the LRCA as mandated in State law.

A motion was made by Councilmember Canales and seconded by Councilmember Saunders to appoint Megan Gray, Animal Services Manager, as the Local Rabies Control Authority for the City of Brenham and authorize the Mayor to execute any necessary documentation.

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

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

5. Discuss and Possibly Act Upon a Contract Between the City of Brenham and AJR Media Group Related to Advertising for the City of Brenham's Tourism and Marketing Department and Authorize the Mayor to Execute Any Necessary Documentation

Director of Tourism and Marketing Jennifer Eckermann presented this item. Eckermann explained that AJR Media Group represents the state travel publications that are part of the Visit Brenham marketing plan and includes the following digital products:

- Texas State Travel Guide
- Texas Highways Magazine
- Texas Events Calendar
- TexasHighways.com
- TourTexas.com (destination content plan)
- TourTexas.com banners

A motion was made by Councilmember Saunders and seconded by Councilmember Wright to approve a contract between the City of Brenham and AJR Media Group related to advertising for the City of Brenham's Tourism and Marketing Department and authorize the Mayor to execute any necessary documentation.

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

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

WORK SESSION

6. FY2023-24 Proposed Budget Discussions

- a. Utility Funds
- b. General Fund
- c. Special Revenue Funds

Strategic Budget Officer Tim McRoberts advised City Council that in accordance with the Texas Local Government Code and the Charter of the City of Brenham, the proposed budget for the fiscal year beginning October 1, 2023 and ending September 30, 2024 is balanced. The FY2023-24 Proposed Budget takes into consideration the direction and priorities of City Council and management staff, as addressed in prior years' strategic planning sessions and the Council Five-Year Planning workshops held in May. The fiscal year 23-24 Proposed Budget was developed during a period of unprecedented growth, and with growth comes many challenges.

McRoberts provided City Council with an overview of the following General Fund revenue highlights:

- Property Tax: Proposed tax rate of \$0.4537.
- Sales Tax: Expected revenues of \$6.9 million.
- Utility Franchise Fees: 5.6% increase is projected.
- Other Taxes: Budgeted at 1.8% over last year.
- Licenses & Permits: Project to be within budget at \$375,000.
- Charges for Service: Projected to increase by 9.6%

McRoberts advised that the City's expenditure budgets continue to see increasing costs for good and services. The high price of fuel, labor shortages, supply chain issues and lingering inflation continue to be a burden. Chemicals, supplies, tools, vehicles and equipment cost significantly more than they have in the past, which will negatively affect our departmental expenditure budgets.

General Manager of Public Utilities Debbie Gaffey provided the City Council with an overview of the Public Utilities FY2023-24 budget:

- Revenue uses and sources.
- Funding uses and sources.
- Revenue Drivers – Charges for Service:
 - o Weather
 - Climate change – Global warming
 - ERCOT grid
 - o New development
 - Brenham Crossings
 - Market Square
 - Liberty Village
 - Vintage Farms
 - New hotels
 - Existing businesses expanding

- o Rates
 - No consumption rate increase in FY24
 - Developing rate tariff for charging stations
 - Impact fees to shift development costs to developers, not rate payers
 - LCRA pass-thru power costs are increasing
- Water Supply Contracts
- FY24 capital outlay and franchise taxes
- General Fund support

McRoberts provided an overview of the Special Revenue Funds:

- Airport
- Tourism & Marketing
- Brenham Community Development Corporation (BCDC)
- Drainage
- Sanitation
- Debt Service
- Airport Capital Improvements
- PD Seizure Fund
- Donations Fund
- Court Security and Technology Fund
- Equipment Fund
- Streets and Drainage Fund
- Vehicle and Equipment Replacement Fund
- Tax Increment Reinvestment Zone No. 1 Fund
- Workers' Compensation Self Insurance Fund

The meeting was adjourned.

Atwood C. Kenjura
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

Brenham City Council Minutes

A special workshop meeting of the Brenham City Council was held on Tuesday, July 25, 2023 beginning at 8:30 a.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members Present:

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

Members Absent:

None

City of Brenham Staff present:

City Manager Carolyn Miller, City Secretary/Director of Administrative Services Jeana Bellinger, General Manager of Public Utilities Debby Gaffey, Assistant General Manager of Public Utilities Alton Sommerfield, Director of Water/Wastewater Bobby Keene, Director of Finance Stacy Hardy, Strategic Budget Officer Tim McRoberts, Budget Analyst Jessica Perez, Director of HR and Risk Management Susan Nienstedt, Director of Tourism and Marketing Jennifer Eckermann, Fire Chief Roger Williams, Police Chief Ron Parker, Asst. Police Chief Lloyd Powell, Development Services Director Stephanie Doland, Economic & Community Development Director Teresa Rosales, Kyle Branham, Megan Gray, Melinda Gordon, Kevin Schmidt, Christi Korth, Casey Redman, Tammy Jaster, Stephen Draehn, Brian Smith, and Leigh Linden

Citizens/Others Present:

None

Media Present:

Jason May, Brenham Banner Press, and Mark Whitehead, KWHI

- 1. Call Meeting to Order**
- 2. FY2023-24 Proposed Budget Discussions**
 - a. Utility Fund**
 - b. General Fund**
 - c. Special Revenue Funds**

Strategic Budget Officer Tim McRoberts presented the FY2023-24 Proposed Operating Budget to the City Council and provided the following information:

- Budget Cycle
- Budget Timeline
- Budget Priorities
 - Maintain service levels to citizens.
 - Continue to provide exemplary Public Safety to the community.
 - Invest in the City's infrastructure, facilities and utilities.
 - Protect the City's financial position and bond rating with conservative budgeting philosophy.
 - Support local economic development.
- FY2023-24 Economic Outlook
- Principal Issues and Challenges
- Revenue Highlights
- Proposed Property Tax Rate of \$0.4537
 - O&M: \$0.3037
 - I&S: \$0.1500
- Proposed Departmental Expenditures
- Council Decision Package
- Days of Fund Balance Calculation

The meeting was adjourned.

Atwood C. Kenjura
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on Thursday, August 3, 2023 beginning at 1:00 p.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members Present:

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

Members Absent:

Councilmember Shannan Canales

City of Brenham Staff present:

City Manager Carolyn Miller, City Attorney Cary Bovey, City Secretary/Director of Administrative Services Jeana Bellinger, General Manager of Public Utilities Debbie Gaffey, Assistant General Manager of Public Utilities Alton Sommerfield, Director of Water/Wastewater Bobby Keene, Director of Finance Stacy Hardy, Director of Public Works Dane Rau, Strategic Budget Officer Tim McRoberts, Budget Analyst Jessica Perez, Director of HR and Risk Management Susan Nienstedt, Fire Chief Roger Williams, Police Chief Ron Parker, Asst. Police Chief Lloyd Powell, Development Services Director Stephanie Doland, Economic & Community Development Director Teresa Rosales, Karen Stack, Cherry Prewitt, Kyle Branham, Megan Gray, Shawn Bolenbarr, Jessica Perez, Christi Korth, Jean Luera and Stephen Draehn

Citizens/Others Present:

None

Media Present:

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

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags – Mayor Atwood C. Kenjura**

3. **Service Recognitions**
 - Karen Stack, Administration – 5 Years
 - Jean Luera, Police Department – 10 Years
4. **Proclamation**
 - Clear the Shelters
5. **Citizen Comments**

No citizen comments were heard.

CONSENT AGENDA

6. **Statutory Consent Agenda**
 - 6-a. **Approve the Minutes from the June 15, 2023 and July 13, 2023 Regular City Council Meetings**
 - 6-b. **Approve a Noise Variance Request from Lucile Lewis for the Lewis Family Reunion to be Held on August 12, 2023 at Hohlt Park from 12:00 p.m. to 10:00 p.m.**
 - 6-c. **Approve the Final Payment to Collier Construction Inc. for Project No. 2202-06 in the Amount of \$41,158.16 Related to the Hohlt Park Nature Trail Improvements and Authorize the Mayor to Execute Any Necessary Documentation**
 - 6-d. **Approve an Electrical Distribution Construction Agreement Between the City of Brenham and Techline Construction, LLC, Through the Lower Colorado River Authority (LCRA), in an Amount Not To Exceed \$125,750.00 Related to the MLK Parkway Circuit Upgrade Pole Changeouts and Authorize the Mayor to Execute Any Necessary Documentation**
 - 6-e. **Approve an Electrical Distribution Construction Agreement Between the City of Brenham and Techline Construction, LLC, Through the Lower Colorado River Authority (LCRA), in an Amount Not To Exceed \$78,500 Related to the South Market Street Line Upgrade and Authorize the Mayor to Execute Any Necessary Documentation**
 - 6-f. **Approve Change Order No. 1 for Project No. 2021-06-B to D&S Contracting, Inc. in the Amount of -\$2,669.00 for the 2022 Sanitary Sewer Improvements - Stone Hollow Force Main and Ralston Creek Gravity Sewer Crossing and Authorize the Mayor to Execute Any Necessary Documentation**
 - 6-g. **Approve Change Order No. 1 for Project No. 63C-19C to McDonald Municipal and Industrial, a Division of C. F. McDonald Electric, Inc. in the Amount of -\$5,000.00 for the Generator at Atlow Booster Pumping Station and Authorize the Mayor to Execute Any Necessary Documentation**

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

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

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

PUBLIC HEARING AND ASSOCIATED ACTION ITEM

- 7. Public Hearing, Discussion and Possible Action on an Ordinance on Its First Reading for the Creation of Reinvestment Zone Number 51 Requested by MIC Group, LLC for Commercial Tax Phase-In Incentive on a Certain 16.291 Acre Tract or Parcel of Land Being Comprised of Lot 1, Industrial Park of Brenham as Recorded in Plat Slide 190-A and B of the Plat Records of Washington County (P.R.W.C.) and Lot 5, Brenham Business Center, Phase I, as Shown on the Boundary Line Adjustment Plat Recorded in Plat Slide 425-A (P.R.W.C.) and Being Located at 3140 S. Blue Bell Road., Brenham, Texas, with Boundaries Further Described in Exhibit 'A' of the Ordinance Creating Reinvestment Zone Number 51, and Designating This Property as Qualifying for Tax Phase-In**

Economic & Community Development Director Teresa Rosales presented this item. Rosales explained that MIC Group, LLC is a precision machining and electromechanical assembly manufacturing company located in Brenham. The company would like to acquire additional manufacturing equipment in order to expand operations. They are located at 3140 South Blue Bell Road and employ 130 people. Rosales stated that the equipment they are purchasing has a total capital investment of \$6,000,000.

A motion was made by Mayor Pro Tem Kolby and seconded by Councilmember Saunders to approve an Ordinance on its first reading for the creation of Reinvestment Zone Number 51 requested by MIC Group, LLC for Commercial Tax Phase-In Incentive on a certain 16.291 acre tract or parcel of land being comprised of Lot 1, Industrial Park of Brenham as Recorded in Plat Slide 190-A and B of the Plat Records of Washington County (P.R.W.C.) and Lot 5, Brenham Business Center, Phase I, as shown on the Boundary Line Adjustment Plat recorded in Plat Slide 425-A (P.R.W.C.) and being located at 3140 S. Blue Bell Road., Brenham, Texas, with boundaries further described in Exhibit 'A' of the Ordinance creating Reinvestment Zone Number 51, and designating this property as qualifying for Tax Phase-In.

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

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

8. Public Hearing, Discussion and Possible Action on an Ordinance on Its First Reading Amending Appendix A - Zoning of the Code of Ordinances of the City of Brenham, in Washington County, Texas (Case No. P-23-026) to Include:

- a. Revision of the Definition of 'Food Truck Site' Found in Part 1, Section 5, Section 5.02;**
- b. Revision of the Specific Use Provisions for the R-1 (Single Family Residential) and the Permitted and Specific Use Provisions of the R-2 (Mixed Residential) Zoning Districts Found in Part 2, Division 2, Sections 1 and 2 Respectively;**
- c. Deletions to Part 2, Division 1, Section 11 – Performance Standards; and**
- d. Deletions to Part IV, Division 2, Section 2 Pertaining to Conditions on Variances**

Mayor Kenjura opened the Public Hearing.

City Planner Shauna Laauwe presented this item. Laauwe explained that the Zoning Ordinance is a living document that requires revisions from time to time to reflect new codes, make corrections, to revise/add new definitions, to allow for new uses or perhaps remove uses that are no longer seen as compatible within a particular zoning district. In the past year, the Development Services Staff has made note of several revisions that are worthy of consideration by the City Council. These include:

- A revision to the definition of “Food Truck Site” found in Part 1, Section 5, Section 5.02:
 - o Definitions in the zoning ordinance currently read that a food truck business shall not be an accessory use on a residential property; however, they do not clarify that storage of the vehicles or trailers are prohibited. This revision would clarify that storing such vehicles are prohibited on residential property.

- A revision of the Specific Use provisions for the R-1 (Single Family Residential) and the Permitted and Specific Use provisions of the R-2 (Mixed Residential) Districts found in Part 2, Division 2, Sections 1 and 2.
 - o As a recommendation from the Housing Task Force, revisions to the R-1 District to include clearer duplex standards that establish setbacks and minimum lot standards; adding a provision to allow twin homes, and to allow accessory dwelling units (ADUs) as a permitted use instead of requiring a Specific Use Permit. Also, with recent townhome developments being built, Development Services and Public Utilities found that a provision should be added to the R-2 District to require a clear access point for public utilities via an adjacent public or private all-weather surface.
- Deletions to Part 2, Division 1, Section 11 - Performance Standards.
 - o Section 11 of the Zoning Ordinance repeats the same information that is included in Chapter 17 – Offenses and Miscellaneous Provisions, Article V – Noise Nuisances of the City’s Code of Ordinances. In order to reduce repetitiveness, Staff recommends removing the noise regulations from the Zoning Ordinance.
- Deletion of Part IV, Division 2 pertaining to conditions on variances.
 - o The State of Texas Local Government Code 211.009 does not allow for conditions to be placed on the approval of variances. While not allowed by the State, it is included within the City’s current zoning regulations. The removal of Part IV, Division 2, Section 2 would bring the City’s code into compliance with state law.

There were no citizen comments heard.

Mayor Kenjura closed the Public Hearing.

The City Council discussed these changes at length. Some of the concerns addressed involved clarification of the storage of food trucks on residential property and the changes to the R1 District to establish setbacks and minimum lot standards; adding provisions to allow twin homes and allowing accessory dwelling units (ADUs) to be a permitted use instead of specific use. The overall consensus of City Council was that more discussion was needed on these items before a final decision could be made.

A motion was made by Councilmember Cook and seconded by Councilmember Saunders to table Item 8.

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

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

WORK SESSION

9. Discussion and Presentation on City of Brenham's Noise Nuisance Ordinance

Legal and Legislative Services Manager Karen Stack presented this item. Stack explained that on June 1, 2023, City Council passed a revised noise nuisance Ordinance on its first reading; however, during the second reading on June 15th, several concerns were discussed, and the Ordinance was tabled so that additional review could be done by staff of a few problem areas. Stack advised that additional information was gathered, and the following changes have been made to the Ordinance to address the problems:

- Grandfathered Businesses: Properties that are currently being used for a permissible, non-conforming, use will be grandfathered for purposes of the noise nuisance ordinance.
- Noisy Equipment Required by Law: Added an additional exception to allow noise made by safety or environmental equipment required by law or regulation.
- Adjoining Properties in Different Districts: Added language to clarify that the allowable sound limit will be that of the district in which the noise originates, regardless of the district in which the measurement is taken. So, the applicable noise limit will always be the noisemaker's limit, no matter how far away the complaining party is.

REGULAR SESSION

10. Discuss and Possibly Act Upon Ordinance No. O-23-019 on its Second Reading Amending Chapter 17, Offenses and Miscellaneous Provisions of the Code of Ordinances of the City of Brenham as Amended by City Council

Legal and Legislative Services Manager Karen Stack reminded the City Council that at the June 15, 2023 City Council meeting the second reading of this Ordinance was tabled.

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

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

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

Stack advised that the Ordinance for second reading is being presented with the following changes:

- Clarifying how decibel readings are taken.
- Clarifying that a business grandfathered for a non-conforming use is also grandfathered for purposes of the noise ordinance.
- Added an exemption for noise created by safety or environmental equipment required by law.
- Provides that the applicable decibel limit is based upon the location of the noise source.

A motion was made by Councilmember Cook and seconded by Councilmember Wright to approve Ordinance No. O-23-019 on its second reading amending Chapter 17, Offenses and Miscellaneous Provisions of the Code of Ordinances of the City of Brenham as amended by City Council.

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

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

11. Submission of, Discussion, and Possible Action Regarding the No-New Revenue Tax Rate, Voter-Approval Tax Rate, and Proposed Tax Rate for the 2023 Tax Year, and Take Record Vote on Proposed Tax Rate and Meeting Dates for Final Adoption of Tax Rate

Strategic Budget Officer Tim McRoberts presented this item. McRoberts explained that the maintenance & operations (M&O) property tax rate will be lowered to \$0.3102 per \$100 valuation; and the interest and sinking (I&S) rate will rise slightly to \$0.1482 per \$100 valuation. The City is proposing to adopt a total tax rate (M&O and I&S) of \$0.4584 for FY2023-24. The proposed rate is less than the Voter-Approval rate of \$0.4606, so no election will be necessary. However, the proposed rate is higher than the No-New-Revenue Rate of \$0.4445 which requires us to hold a public hearing before the tax rate is adopted.

McRoberts asked that Council please take record vote on this item so that the proposed property tax rate can be placed on upcoming agendas for City Council consideration.

A motion was made by Councilmember Wright and seconded by Mayor Pro Tem Kolby that a property tax rate of \$0.4584 per \$100.00 valuation be considered by the governing body on the agendas of the September 7, 2023 and September 21, 2023 Brenham City Council meeting.

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

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

12. Discuss and Possibly Act Upon an Agreement Between the City of Brenham and Brown Reynolds and Watford (BRW) Architects Related to the Design of Fire Station No. 2 and Authorize the Mayor to Execute Any Necessary Documentation

Fire Chief Roger Williams presented this item. Chief Williams stated that at the April 20, 2023 meeting, the City Council approved RFQ No. 23-003 related to the design and engineering of Fire Station No. 2. Chief Williams explained that the contract documents have been reviewed by the City Attorney and are ready for consideration and approval.

A motion was made by Councilmember Saunders and seconded by Councilmember Cook to approve an agreement between the City of Brenham and Brown Reynolds and Watford (BRW) Architects related to the design of Fire Station No. 2 and authorize the Mayor to execute any necessary documentation.

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

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

13. Discuss and Possibly Act Upon:

- a. An Agreement with United Healthcare for Group Medical Coverage Benefits for the Plan Year October 1, 2023 through September 30, 2024;**
 - b. An Agreement with Surency for the Administration of Flexible Spending Account/Dependent Care Reimbursement, Health Savings Account, and COBRA for the Plan Year October 1, 2023 through September 30, 2024;**
 - c. An Agreement with Equitable for Voluntary Dental Coverage Benefits and Employer-Sponsored Basic Life, Accidental Death and Dismemberment, and Long-Term Disability for the Plan Year October 1, 2023 through September 30, 2024, with a Two-Year Rate Guarantee;**
 - d. An Agreement with Aveis for Voluntary Vision Coverage Benefits for Plan Year October 1, 2023 through September 30, 2024, with a Four-Year Rate Guarantee; and**
 - e. An Agreement with Alliance Work Partners for an Employee Assistance Program for the Plan Year October 1, 2023 through September 30, 2024**
- and Authorize the Mayor to Execute Any Necessary Documentation**

Director of HR and Risk Management Susan Nienstedt present this item. Nienstedt advised that the Texas Municipal League (TML) Health Benefits has been the City's group medical provider for many years, however in anticipation of significant rate increases in medical premiums, the City Council approved an agreement with HUB International to work as our benefit consultant to bid out the City's medical, dental, vision, and life and long-term disability lines of coverage.

Nienstedt stated that HUB International received five quality responses for the City and that United Healthcare (UHC) provided the best plan for employees which will allow employees to choose the coverage that is best for their medical and financial needs.

A motion was made by Councilmember Saunders and seconded by Councilmember LaRoche to approve: (a) an agreement with United Healthcare for Group Medical Coverage Benefits for the plan year October 1, 2023 through September 30, 2024; (b) an agreement with Surency for the administration of Flexible Spending Account/Dependent Care Reimbursement, Health Savings Account, and COBRA for the plan year October 1, 2023 through September 30, 2024; (c) an agreement with Equitable for Voluntary Dental Coverage Benefits and Employer-Sponsored Basic Life, Accidental Death and Dismemberment, and Long-Term Disability for the plan year October 1, 2023 through September 30, 2024, with a two-year rate guarantee; (d) an agreement with Aveis for Voluntary Vision Coverage Benefits for plan year October 1, 2023 through September 30, 2024, with a four-year rate guarantee; and (e) an agreement with Alliance Work Partners for an Employee Assistance Program for the plan year October 1, 2023 through September 30, 2024 and authorize the Mayor to execute any necessary documentation.

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

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

14. Administrative/Elected Officials Report

City Manager Carolyn Miller reported on the following:

- Town Hall on the Small Area Plan will be held on August 10th at 5:30 p.m. at the Barnhill
- Saturday, August 12th is the Brenham Fire Department's Fireman's Fiesta at the Fireman's Training Center
- Thursday, August 24th is the Washington County Chamber of Commerce Tailgate at Silver Wings Ballroom
- The next City Council meeting will be on Tuesday, August 29th at 1:00 p.m.

Council adjourned into Executive Session at 2:30 p.m.

EXECUTIVE SESSION

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

Executive Session adjourned at 3:02 p.m.

RE-OPEN REGULAR SESSION

The meeting was adjourned.

Atwood C. Kenjura
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

ORDINANCE NO. O-23-021

AN ORDINANCE DESIGNATING ALL OF THAT CERTAIN 16.291 ACRE TRACT OR PARCEL OF LAND BEING COMPRISED OF LOT 1, INDUSTRIAL PARK OF BRENHAM AS RECORDED IN PLAT SLIDE 190-A AND B OF THE PLAT RECORDS OF WASHINGTON COUNTY (P.R.W.C.) AND LOT 5, BRENHAM BUSINESS CENTER, PHASE I, AS SHOWN ON THE BOUNDARY LINE ADJUSTMENT PLAT RECORDED IN PLAT SLIDE 425-A (P.R.W.C.), IN WASHINGTON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN A DEED DATED DECEMBER 17, 2010 FROM MIC GROUP, LLC TO POINDEXTER PROPERTIES, LLC, RECORDED IN VOLUME 1360, PAGE 392, OFFICIAL RECORDS OF WASHINGTON COUNTY, TEXAS, SAID PROPERTY BEING LOCATED AT 3140 S. BLUE BELL ROAD, BRENHAM, TEXAS, AND SAID PROPERTY BOUNDARIES BEING MORE FULLY DESCRIBED IN EXHIBIT “A” ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES, AS REINVESTMENT ZONE NUMBER FIFTY-ONE FOR COMMERCIAL TAX PHASE-IN, CITY OF BRENHAM, TEXAS AS PROVIDED IN CHAPTER 312, TEXAS TAX CODE; ESTABLISHING THE NUMBER OF YEARS FOR THE ZONE, AUTHORIZING AN AGREEMENT FOR EXEMPTION FROM TAXATION THE INCREASE IN VALUE OF CERTAIN PROPERTY IN ORDER TO ENCOURAGE DEVELOPMENT AND REDEVELOPMENT AND OTHER MATTERS RELATING THERETO; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

WHEREAS, on the 3rd day of August 2023, the City Council held a public hearing to receive comments concerning the designation of proposed Reinvestment Zone Number Fifty-One. The notice of such hearing was published on July 27, 2023, such date being not later than the seventh day before the date of the public hearing; and

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

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

WHEREAS, the designation of the proposed reinvestment zone is consistent with the City's policies adopted by Council Resolution No. R-23-015 on the 7th day of May 5, 2023, and will benefit the land included within the Reinvestment Zone after the expiration of the Agreement; and

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

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

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

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

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

- a) That the public hearing on the adoption of the reinvestment zone under the provisions of the Act has been properly called, held and conducted and that notice of such hearing has been published as required by law and has been sent to the respective taxing units within the proposed reinvestment zone; and

- b) That the City has jurisdiction to hold and conduct said public hearing on the creation of the proposed reinvestment zone pursuant to the Act; and
- c) That creation of the proposed reinvestment zone with boundaries described herein will result in improvements made after the passage of this Ordinance and the execution of tax phase-in agreements, that are feasible and practical and will benefit the City, its residents and property owners in the reinvestment zone; and
- d) That the proposed designation will be reasonably likely to contribute to the retention or expansion of primary employment or to attract major investments to the zone that would be a benefit to the property and contribute to economic development of the City.

Section 3. That the City hereby creates Reinvestment Zone Number Fifty-One, designated as all of a certain 16.291 acre tract or parcel of land being comprised of Lot 1, Industrial Park of Brenham as recorded in Plat Slide 190-A and B of the Plat Records of Washington County (P.R.W.C.) and Lot 5, Brenham Business Center, Phase I, as shown on the Boundary Line Adjustment plat recorded in Plat Slide 425-A (P.R.W.C.) in Washington County, Texas, being the same property described in Deed dated December 17, 2010 from MIC Group, LLC to Poindexter Properties, LLC as recorded in Volume 1360, Page 392, Official Records of Washington County, Texas, said property being located at 3140 S. Blue Bell Rd., Brenham, Texas, and said property boundaries being more fully described in Exhibit "A" attached hereto and incorporated herein for all purposes, and such reinvestment zone shall hereafter be identified as Reinvestment Zone Number Fifty-One for Commercial Tax Phase-In, City of Brenham, Texas.

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

Section 5. That written agreements as provided in the Act with owners of eligible property located within the reinvestment zone shall be for a period of up to ten (10) years, and that the eligible property that is subject to the above mentioned exemption from taxation shall be the improvements to the property in conformity with the City's criteria and guidelines, and written agreements shall provide for an exemption from taxation of the total increase in value of the eligible property over its value in the year the agreement is executed. The written agreement will require that all taxes be current at the time of execution of agreement and be kept current to all taxing entities during the term of said agreement.

- Section 6.** That said designation of Reinvestment Zone Number Fifty-One for Commercial Tax Phase-In and the written agreement thereof are in accordance with the City of Brenham’s “Policy Statement on Property Tax Phase-In Incentive for Selected Commercial Enterprises” and will be a benefit to the land which will be included within the Reinvestment Zone and to the City of Brenham after the expiration of the agreement.
- Section 7.** That if any provision of this Ordinance shall be held to be invalid or unconstitutional, the remainder of such ordinance shall continue in full force and effect the same as if such invalid or unconstitutional provision had never been a part of it.
- Section 8.** That it is hereby officially found and determined that the meeting at which this Ordinance is passed is open to the public as required by law and that public notice of the time, place and purpose of said meeting was given as required.

PASSED AND APPROVED, on its first reading this the 3rd day of August 2023.

PASSED AND APPROVED, on its second reading this the 29th day of August 2023.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

EXHIBIT “A”

16.291 acre tract of land being comprised of Lot 1, Industrial Park of Brenham as recorded in Plat Slide 190-A and B of the Plat Records of Washington County (P.R.W.C.) and Lot 5, Brenham Business Center, Phase I, as shown on the Boundary Line Adjustment plat recorded in Plat Slide 425-A (P.R.W.C.) in Washington County, Texas, being the same property described in Deed dated December 17, 2010 from MIC Group, LLC to Poindexter Properties, LLC as recorded in Volume 1360, Page 392, Official Records of Washington County, Texas.



Regular City Council
AGENDA ITEM 5-C.

Agenda Item: Approve an Agreement Between the City of Brenham and Madden Media for Fiscal Year 2023-24, In the Amount of \$110,000.00, Digital Marketing and Programming and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Special Meeting-August 29, 2023

Department: Tourism & Marketing

Staff Contact: Jennifer Eckermann

SUMMARY STATEMENT:

The attached proposal continues the partnership between Visit Brenham and Madden Media for digital marketing. It continues to build on strong performances of:

- Search Engine Marketing (SEM)
- Responsive Display ads
- Use of Facebook and Instagram for prospecting, retargeting/remarketing and video distribution

The 2023/2024 proposal shows a slight increase, primarily for production of additional video that adds to audience engagement, and helps give us a competitive edge in keeping Brenham/Washington County top-of-mind.

ATTACHMENTS:

(1) VisitBrenham FY23-24 Proposal

RECOMMENDED ACTION:

Approve an agreement between the City of Brenham and Madden Media for Fiscal Year 2023-24, in the amount of \$110,000.00, for digital marketing and programming and authorize the Mayor to execute any necessary documentation.



Presented to

VISIT BRENHAM

Fy24 PROPOSAL





ABOUT US

U.S. TRAVEL
ASSOCIATION®

 DESTINATIONS
INTERNATIONAL

VISIT
IDAHO

explore **st.louis**


VISIT
Milwaukee

visit
Buffalo
Niagara

PORT ARANSAS
the island life


ATLANTA

Visit
Jacksonville

VISIT
 TAMPA BAY

MISSOURI
enjoy the show

DESTINATION
DOOR COUNTY

TRAVERSE
city MI

WE ARE PEOPLE WHO GEEK OUT ABOUT TRAVEL

We *love* helping destinations find their perfect traveler &
travelers make their perfect memories.

It absolutely gives us the warm fuzzies.

 TACVB


SOUTHEAST
TOURISM SOCIETY

WE DO IT ALL



STRATEGY

Our data-informed strategies build a connection between your brand and target audiences by showing how Stillwater aligns with their travel interests and values.



MEDIA

Our experts analyze media consumption patterns and leverage relationships with industry-leading vendors to reach travelers on the right channels with the right messages during each stage of the Traveler's Journey.



MARKETING TECHNOLOGY

We build and enhance websites so people engage longer with our partners' brands. We also optimize CRM and email marketing strategies to make the most out of client leads.



PUBLIC RELATIONS

Our PR experts manage relationships with key publications, draft press releases, and plan and coordinate events and trade shows. We develop strategic communications plans to manage crises and promote thought leadership.



CREATIVE

Our creative development process leverages data to create visual stories that resonate with people. We develop creative assets, including photos, videos, content, print ads, out-of-home ads, branded materials, and more.



RESEARCH

Our destination intelligence platform, Voyage, enhances situational awareness with visitation intelligence reports and industry data dashboards — giving you a critical tool to lead with an informed, measurable, and easily communicated plan.

WHEN WE SAY FULL-SERVICE, WE MEAN IT!

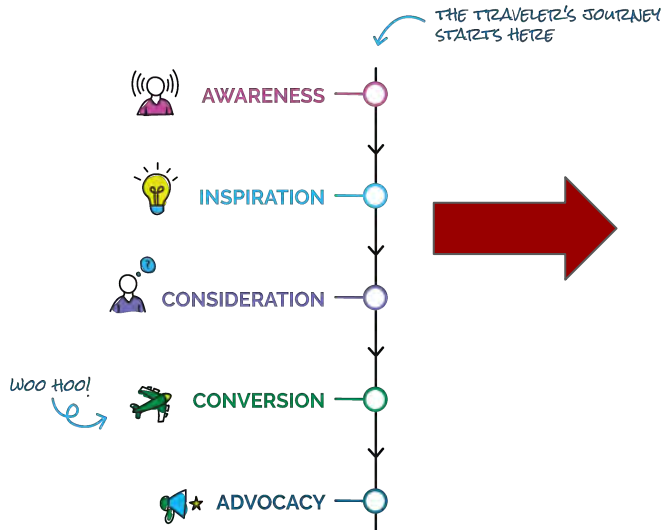


THE TRAVELER'S JOURNEY & OUR APPROACH

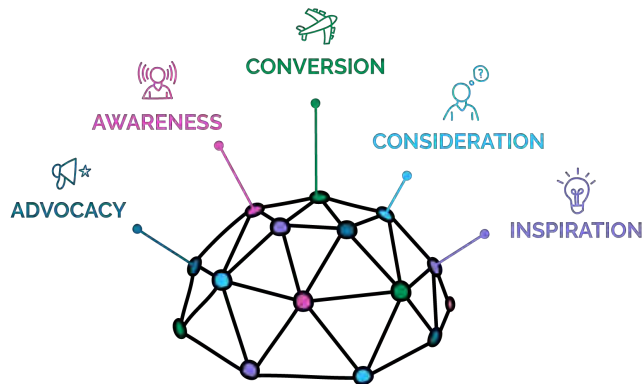
DEFINING TARGET AUDIENCES

In order to understand who you should target, you have to understand how they behave online. The Traveler's Journey is vastly different today than it was a few years ago. The industry's "marketing funnel" is no longer perfectly linear. Fueled by changes to our industry and evolutions in consumer behavior and to the media landscape, travelers are often gaining inspiration close to traveling, and also booking their trips farther out. We will leverage our knowledge to map our media buys and create key touch points with tactics to achieve Traveler's Journey stage objectives and lead travelers to your website, as well as the experiences they can have when in market.

The Old Journey



The New Journey



TARGETING



GEOGRAPHIC
LOCATION



TRAVEL
INTENTS



DEMOGRAPHIC
INFORMATION



BEHAVIOR

A large, circular inset image on the right side of the slide shows a white cow with long, curved horns standing in a field of bluebonnets. The cow is facing slightly to the right, and the field is filled with vibrant blue flowers.

Media Buying Principles

OUR MEDIA MANIFESTO

- **Focus on solutions.** Don't run media for the sake of running media. Know the problem and deploy media to solve it.
- **Strive for perfection.** We constantly tweak things to optimize for peak performance.
- **Be flexible.** We select and modify tactics according to goal-driven performance.
- **Think strategically.** We use a variety of proven and emerging channels.
- **Don't try "one-size-fits-all."** We create personalized ads that are tailored to each target audience.
- **Mix it up.** We keep things fresh by using techniques to blend a variety of ad sets to achieve the highest performance.
- **Venture where none have gone before.** Try new things. They won't all work, but taking risks can lead to new discoveries.



FY 24 RECOMMENDATIONS



FY24 Recommendations

Visit Brenham and Madden Media have worked together for years to bring awareness and travelers to experience the real pride of Texas. Each year our strategy has evolved as we continue to be guided by research and data. Our team will continue to work with you ensuring our strategies are grounded in your overall business objectives, while developing smart media plans with purposeful direction to drive tourism demand.





OUR PLAN FOR BRENHAM

PROVEN TACTICS

Proven tactics utilize channels that successfully and consistently generate results.

CHANNELS:

- Google SEM
- Google Responsive Display
- Facebook/Instagram Prospecting
- Google Video Distribution

NEW TACTICS

New tactics not yet proven but offer the chance to increase conversion rates, extend reach and brand exposure.

CHANNELS:

- Facebook/Instagram Remarketing
- Facebook/Instagram Video Distribution



PAID SEARCH (SEM)

PROVEN!

WHERE IT FITS IN THE TRAVELER'S JOURNEY

Across all stages of the funnel. From Awareness through in destination. It's all about capturing the user's intent the best way.

WHY WE LIKE IT

High-impact channel that is focused purely on the intent of the user executing the search.

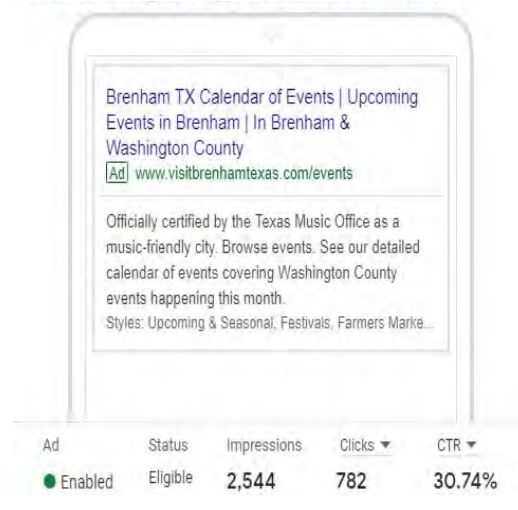
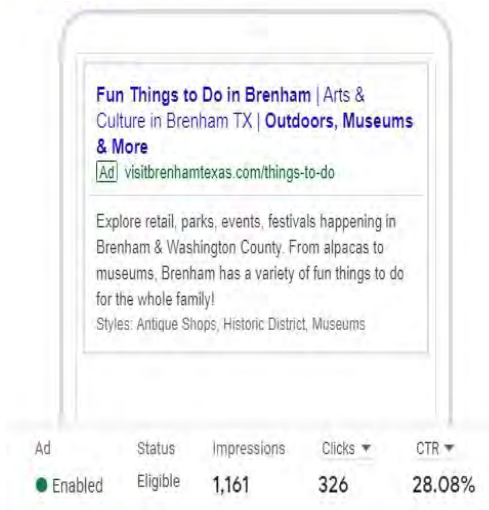
HOW WE MEASURE SUCCESS

Clicks, Users to Site, Engagement Rate on Site, Site Actions by the User

PLATFORM WE USE

Google Ads

SUCCESSFUL EXAMPLES



PAID SEARCH (SEM) LEISURE

CAMPAIGN PERFORMANCE



45,737 Clicks



Top Ad Group:

13.12%
Average CTR

Things To Do

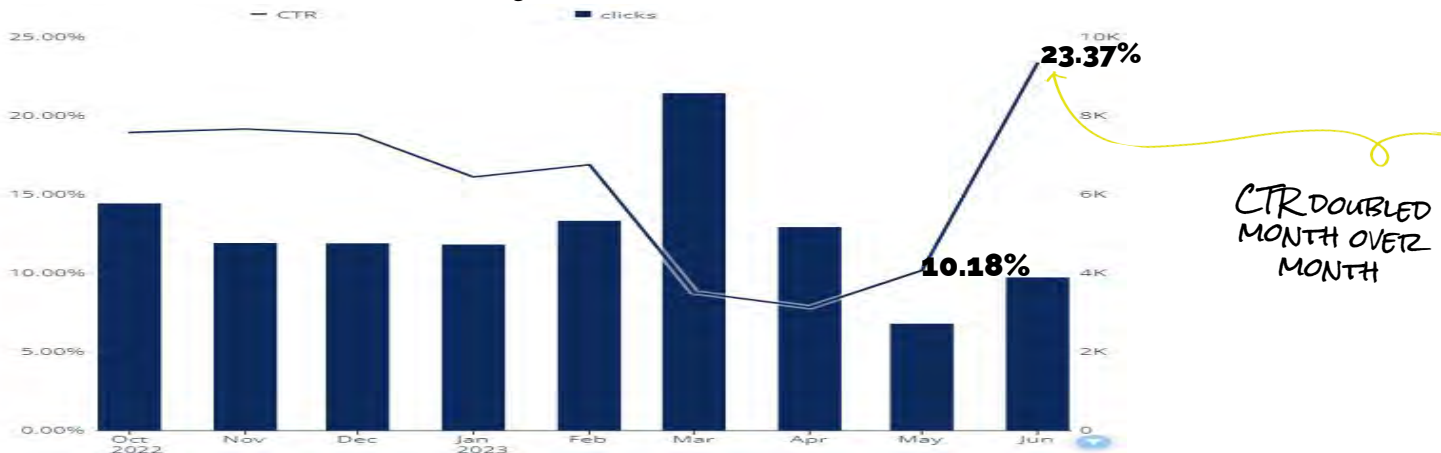
Top Keywords:

Texas bluebonnet trail map

Restaurants in Brenham, TX

Things to do in Brenham, TX

Benchmark: 9.19%



INSIGHTS & FY 24 RECOMMENDATIONS

Current campaign performance is strong having already exceeded the established goal by **146%**. With recent optimizations focusing on the most engaged users, we have seen a significant increase in the CTR. Recommend continuing with this very important tactic in FY 24 and continue to focus on improving quality of traffic laser in on the most engaged users. This group is highly engaged and shows greater potential to increase overnight stays.

GOOGLE ADS: RESPONSIVE DISPLAY

PROVEN!

WHERE IT FITS IN THE TRAVELER'S JOURNEY

Across the full Traveler's Journey, largely due to remarketing capabilities.

WHY WE LIKE IT

It performs incredibly well for display. This type of ad is pieced together for an individual user in real time through the use of a collection of images, headlines, description, and the logo.

Note: There is limited control over how the ad will appear.

HOW WE MEASURE SUCCESS

Clicks, Users to Site, Engagement Rate on Site, Site Actions by the User

SUCCESSFUL EXAMPLES



Best BBQ In Texas

Need mouth-watering BBQ? We got you covered. Come check out some of the best BBQ in Texas!



292,752 IMPRESSIONS

5,937 CLICKS

203% CTR



Runaway to Brenham, Texas This Summer

Indulge this summer. Enjoy mouthwatering BBQ, local wine, car shows, live music & more!



27,425 IMPRESSIONS

648 CLICKS

236% CTR

RESPONSIVE DISPLAY

CAMPAIGN PERFORMANCE



3,240,230 Impressions

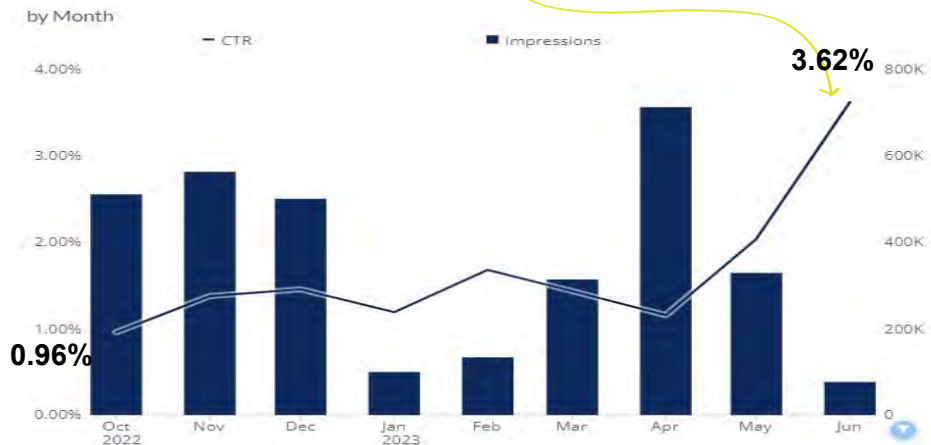


45,591 Clicks



1.41% CTR

BENCHMARK: .47%



INSIGHTS & FY 24 RECOMMENDATIONS

In October 2022 we launched this new tactic through Google. This particular tactic is a dynamically changing ad unit that uses Google's machine learning model to determine the optimal combination of assets based on performance history, allowing us to better target consumers. Over time, Google continues to learn more and more about your audience to help us deliver relevant, valuable ads and turning that attention into results.

With the knowledge Google has attained through its machine learning thus far and the authority that this tactic has created, we are recommending a continuation into the new fiscal year.

With 9 months of data, we are already **258%** to our click goal of 17,646. This has proven to be very successful as we see ongoing positive performance each month!

META: FACEBOOK & INSTAGRAM PROSPECTING

PROVEN!

WHERE IT FITS IN THE TRAVELER'S JOURNEY

Across the full Traveler's Journey, largely due to remarketing capabilities.

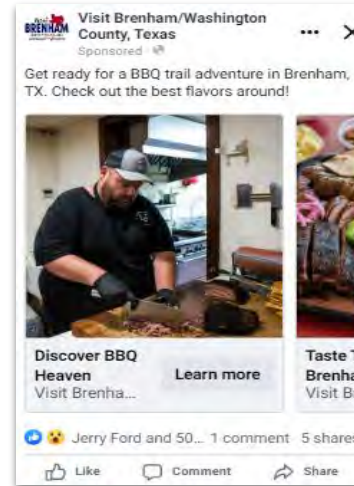
WHY WE LIKE IT

High-impact performance. Easy targeting relevant users.

HOW WE MEASURE SUCCESS

Clicks, Users to Site, Engagement Rate on Site, Site Actions by the User

SUCCESSFUL EXAMPLES



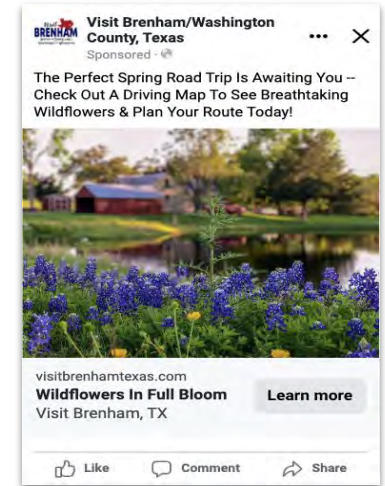
193,939 IMPRESSIONS

109,473 REACH

11,083 CLICKS

11,262 ENGAGEMENTS

5.71% CTR



23,684 IMPRESSIONS

17,992 REACH

750, CLICKS

1,195 ENGAGEMENTS

3.17% CTR

45

META: FACEBOOK & INSTAGRAM *NEW!*

PROSPECTING, REMARKETING, & VIDEO

CAMPAIGN PERFORMANCE



1,871,741 Impressions



3.62% CTR

BENCHMARK: .90%



67,732 Clicks



798,606 Reach



INSIGHTS & FY 24 RECOMMENDATIONS



- Click goal achieved by 316%
- Event and interest-focused campaigns perform best.
 - FY24 campaigns should target unique Brenham interests and events.
- Remarketing will enhance campaign effectiveness and robustness.
- Leverage video content for top-of-funnel awareness and remarketing.
 - Optimize videos as vertical, 15-30 sec formats.
 - Combine video campaigns with prospecting for wider audience reach.
- Optimize creative for platform-specific performance (i.e., IG vs FB) and audience engagement (e.g., images that cater to younger audiences vs images that cater to older audiences).

GOOGLE VIDEO

PROVEN!

WHERE IT FITS IN THE TRAVELER'S JOURNEY

This is Awareness focused.

WHY WE LIKE IT

Easy way to do targeted ads in typical broadcast spots. These are built like commercials, typical requiring :15 and :30 variations.

HOW WE MEASURE SUCCESS

Views, Impressions

SUCCESSFUL EXAMPLES



NEW!

GOOGLE VIDEO + NEW VIDEO PRODUCTION

CAMPAIGN PERFORMANCE



319, 546 Impressions

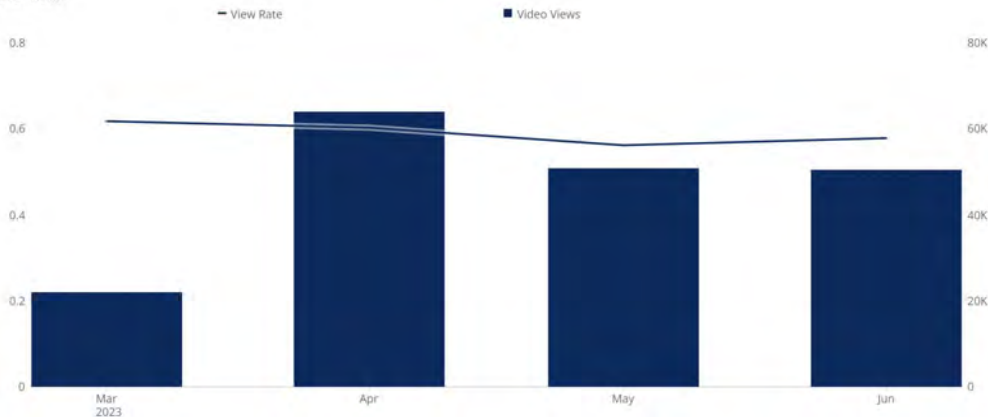


187,516 Views



58.68% View Rate

187,516 Views



INSIGHTS & FY 24 RECOMMENDATIONS

- Achieved goal by 187%
- 64% of ad views were on TV screens
- 30 sec videos are great for awareness
 - 70% of users watched the entire video and ads had an engagement rate of 82%!
- 15 sec videos are great for both awareness and encouraging users to click and find out more information.
 - The average watch time was 80% of the video
 - YouTube is also heavily pushing short-form content so 15 sec videos receive a lot more impression opportunities.
 - 15 sec videos accounted for 95% of clicks.

Having multiple videos can give you a competitive edge. Consistently producing engaging and valuable video content keeps you top-of-mind with your audience.



BUDGET PROPOSAL

BUDGET PROPOSAL: ACCOUNT SERVICES

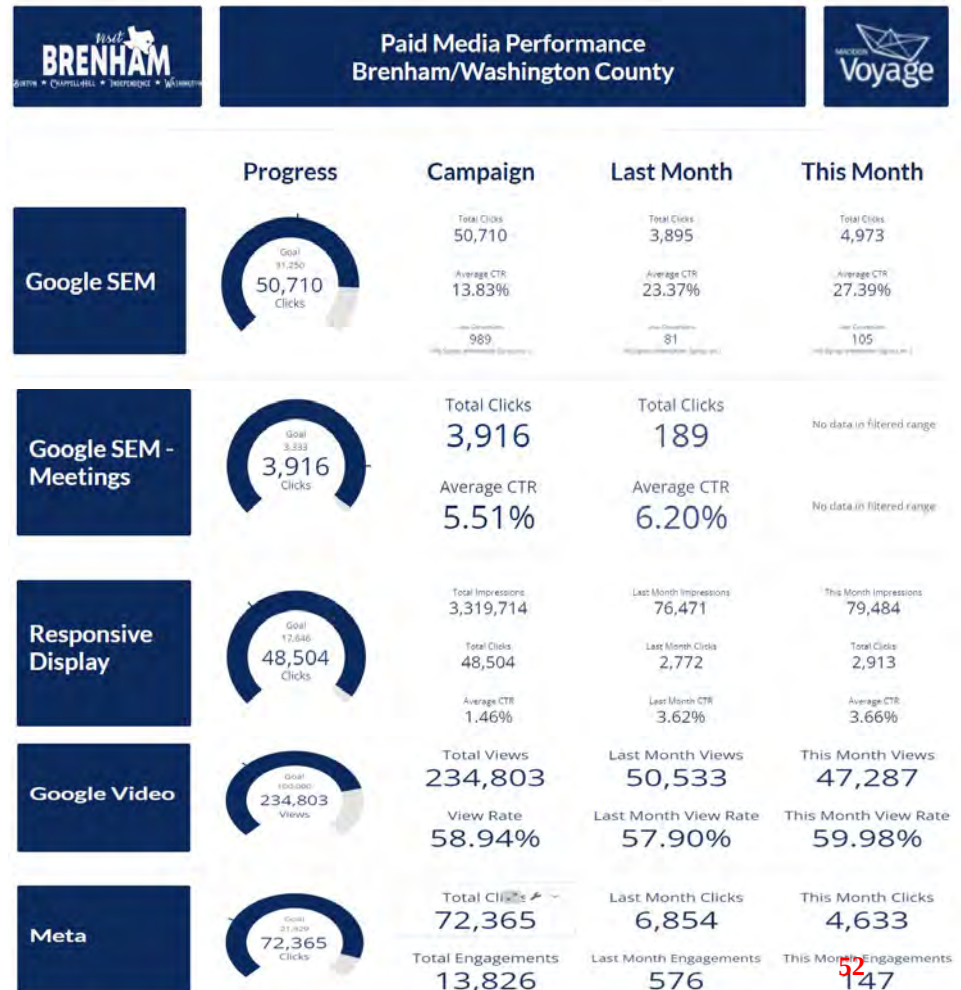
Solution	Deliverable	Platform Price
Account Management		\$12,600
Video Production	Production of one (3) seasonal asset ready videos.	\$9,000
Creative Support		\$2,400
TOTAL		\$24,000

BUDGET PROPOSAL: MEDIA

Solution	Deliverable	Platform Price
Google Search Engine Marketing - General Leisure	27,500+ clicks	\$22,000
Google Responsive Display Ads	17,646+ clicks	\$15,000
Facebook & Instagram Ads - Prospecting, Retargeting, Video Distribution	Prospecting: \$13,000 ~ 18,571 clicks Retargeting: \$ 9,000 ~ 10,000 clicks Video: \$13,000 ~ 1,677,000 impressions (views are the objective and thruplays retargeted)	\$35,000
Google Video	140,000+ views	\$14,000
TOTAL		\$86,000
	GRAND TOTAL	\$110,000

CAMPAIGN TRANSPARENCY

24-7 PERFORMANCE TRACKING FOR YOUR TEAM





THANKS!

WE'RE ALL DONE NOW.



Karen Conner
Destination Strategy Director
kconner@maddenmedia.com
251-232-4425



Regular City Council
AGENDA ITEM 5-D.

Agenda Item: Approve an Audit Engagement Letter for Seidel Schroeder to Perform an Audit for the Fiscal Year Ending September 30, 2023 and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Special Meeting-August 29, 2023

Department: Finance

Staff Contact: Stacy Hardy

SUMMARY STATEMENT:

Attached is the proposed audit engagement letter from Seidel Schroeder for the fiscal year ending September 30, 2023 annual financial statement audit. The audit fee is not to exceed \$60,000. This is approximately 6% over the prior year's fee due to inflationary factors and additional work required in auditing the City's compliance to the new GASB lease and subscription standards.

This engagement letter is based on the assumption that a Single Audit will be required. A Single Audit is required when state and federal grant expenditures exceed \$750,000 in a fiscal year. With the continued growth and complexity of the City's financial activities, the current fee structure is reasonable.

ATTACHMENTS:

(1) Audit Engagement Letter

RECOMMENDED ACTION:

Approve an Audit Engagement Letter for Seidel Schroeder to perform an audit for the fiscal year Ending September 30, 2023 and authorize the Mayor to execute any necessary documentation.



CERTIFIED PUBLIC ACCOUNTANTS/BUSINESS ADVISORS

August 9, 2023

To The City Council of the
City of Brenham, Texas

You have requested that we audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Brenham, Texas, as of September 30, 2023, and for the year then ended, and the related notes to the financial statements, which collectively comprise the City of Brenham, Texas' basic financial statements as listed in the table of contents.

In addition, we will audit the entity's compliance over major federal award programs for the period ended September 30, 2023. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

Accounting standards generally accepted in the United States of America (GAAP) require that management's discussion and analysis (MD&A) and certain pension and other postemployment benefit information be presented, to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's

responses to our inquiries. We will not express an opinion or provide any assurance on the RSI. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Schedule of Changes in Total OPEB Liability and Related Ratios
3. Schedule of Changes in Net Pension Liability and Related Ratios - Texas Municipal Retirement System
4. Schedules of Contributions - Texas Municipal Retirement System
5. Schedule of the City's Proportionate Share of the Net Pension Liability - Texas Emergency Services Retirement System
6. Schedule of Contributions - Texas Emergency Services Retirement System

Supplementary information other than RSI will accompany the City of Brenham's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

1. Combining and individual non-major fund financial statements
2. Budgetary comparison information - Other Governmental Funds and Blended Component Unit
3. Schedule of expenditures of federal awards

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audits in accordance with GAAS, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). As part of an audit of financial statements in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Brenham, Texas' ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City of Brenham, Texas' basic financial statements. Our report will be addressed to the City Council of the City of Brenham, Texas. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of the City of Brenham Texas' major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS and in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we considers necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management and those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For designing, implementing, and maintaining effective internal control over federal awards that provides reasonable assurance that the entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards, regulations, and the terms and conditions of the federal awards;
7. For identifying and ensuring that the entity complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs, and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs.

8. For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package and data collection form to the appropriate parties;
14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
15. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures; and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit;
 - c. Unrestricted access to persons within the entity and others from whom we determine it necessary to obtain audit evidence;
 - d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
 - e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.
16. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current period under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
17. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and other where the fraud could have a material effect on compliance;
20. For the accuracy and completeness of all information provided;
21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
22. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

As part of our audit process, we will request from management and those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Nonattest Services

With respect to any nonattest services we perform, at the end of the year, we agree to perform the following:

- Assist in preparing the IRS Form 1099's based on information provided by you

We will not assume management responsibilities on behalf of the City of Brenham, Texas. However, we will provide advice and recommendations to assist management of the City of Brenham, Texas in performing its responsibilities.

The City of Brenham, Texas' management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the preparation of 1099s previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

Other

We expect to begin our audit planning process during October, 2023, audit fieldwork beginning in November, 2023 and to issue our reports during March, 2024.

Michele Kohring Kwiatkowski is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising Seidel Schroeder's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fee for these services will be at our standard hourly rates, except that we agree that our fee, including expenses will not exceed \$60,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Our firm may transmit confidential information that you provided us to third parties in order to facilitate delivering our services to you. For example, such transmissions might include, but not be limited to financial statements and disclosures for purposes of proofreading and mathematical error detection. We have obtained confidentiality agreements with all our service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the work provided by any third-party service providers used under this agreement. By your signature below, you consent to having confidential information transmitted to entities outside the firm. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

The audit documentation for this engagement is the property of Seidel Schroeder and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely

manner to a cognizant, grantor agency, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Seidel Schroeder personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to City Council the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Very truly yours,

SEIDEL SCHROEDER

By: Michele Kohring Kwiatkowski
Michele Kohring Kwiatkowski, CPA

RESPONSE:

This letter correctly sets forth the understanding of the City of Brenham, Texas.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____



Regular City Council
AGENDA ITEM 5-E.

Agenda Item: **Approve a Professional Services Agreement Between the City of Brenham and Strand Associates, Inc., In an Amount Not To Exceed \$120,000.00, for FY2023-24 On-Call Engineering Services and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Type: Special Meeting-August 29, 2023

Department: Public Utilities

Staff Contact: Shawn Bolenbarr

SUMMARY STATEMENT:

The City of Brenham wishes to obtain engineering services from Strand Associates, Inc. to provide 'On-Call' engineering support services to the City. These services would include, but are not limited to, General Engineering Services, Development Review Services, Floodplain Administration Services, and Part-Time Resident Project Representative Services for Developments.

In general, the services will be to attend meetings to discuss engineering-related matters, prepare opinions of probable construction costs for budgetary purposes, review preliminary and final plats submitted by developers, review water, sanitary sewer, paving, and drainage construction plans in accordance with the Code of Ordinances and Design Standards, communicate with City regarding its floodplain administration, and part-time observation of development construction. All services to be provided by Strand Associates, Inc. are further detailed in Exhibit A of the agreement. The City will pay Engineer only for actual services performed. The cost to provide those services is not to exceed \$120,000.00

ATTACHMENTS:

(1) Professional Services Agreement

RECOMMENDED ACTION:

Approve a Professional Services Agreement between the City of Brenham and Strand Associates, Inc. FY2023-24 On-Call Engineering Services, in an amount not to exceed \$120,000.00 and authorize the Mayor to execute any necessary documentation.

**PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
CITY OF BRENHAM
FY 2024 ON-CALL ENGINEERING SERVICES**

THE STATE OF TEXAS

§

COUNTY OF WASHINGTON

§

§

THIS AGREEMENT made on the _____ day of _____, 2023, entered into, and executed by and between the City of Brenham, Texas (the "City"), a municipal corporation of the State of Texas, and Strand Associates, Inc.® ("Engineer").

WITNESSETH:

WHEREAS, the City desires to obtain on-call engineering services, as further described in Part A of Attachment "A" (the "Project"); and

WHEREAS, the services of a professional engineering firm are necessary to provide on-call engineering services, and

WHEREAS, the Engineer represents that it is fully capable and qualified to provide professional engineering services to the City;

NOW, THEREFORE, the City and Engineer, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

**SECTION I
SCOPE OF AGREEMENT**

Engineer agrees to perform certain professional engineering 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 Engineer compensation as stated in Section VII.

**SECTION II
CHARACTER AND EXTENT OF SERVICES**

Engineer shall do all things necessary to render the engineering services and perform the Scope of Services with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license. It is expressly understood and agreed that Engineer is an Independent Contractor in the performance of the services agreed to

herein. It is further understood and agreed that Engineer 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. The City shall be under no obligation to pay for services rendered not identified in Attachment "A" without prior written authorization from the City.

SECTION III OWNERSHIP OF WORK PRODUCT

Engineer agrees that the City shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by Engineer pursuant to this Agreement. The City shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, 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. The City's use of any work product prepared by the Engineer for purposes other than for the intended project shall be at the City's sole risk and without liability to the Engineer.

SECTION IV TIME FOR PERFORMANCE

The time for performance shall begin on October 1, 2023. Services are scheduled for completion on September 30, 2024.

SECTION V COMPLIANCE AND STANDARDS

Engineer 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 Engineer's performance.

SECTION VI INDEMNIFICATION

To the fullest extent permitted by Texas Local Government Code Section 271.904, Engineer 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 Engineer, the Engineer's agent, consultant under contract, or another entity over which the Engineer exercises control.

SECTION VII ENGINEER'S COMPENSATION

For and in consideration of the services rendered by Engineer pursuant to this Agreement, the City shall pay Engineer 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 \$120,000, as identified in Attachment "A."

SECTION VIII TERMINATION

The City may terminate this Agreement at any time by giving written notice to Engineer. Upon receipt of such notice, Engineer 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, Engineer shall submit a sworn statement, showing in detail the services performed under this Agreement to the date of termination. The City shall then pay Engineer 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 designs, maps, studies, 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 Engineer at the following address:

Strand Associates, Inc.®
1906 Niebuhr Street
Brenham, TX 77833
Attn: Ryan D. Tinsley, P.E., ENV SP

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
P.O. Box 1059
Brenham, TX 77834
Attn: City Manager

SECTION X LIMIT OF APPROPRIATION

Prior to the execution of this Agreement, Engineer has been advised by the City and Engineer 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 Engineer may become entitled to hereunder and the total sum that the City shall become liable to pay to Engineer 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 Engineer 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. Engineer 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 ENGINEER

If authorized in writing by the City Manager, Engineer 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 Engineer, as defined in Attachment "A." These Additional Services, plus reimbursable expenses, will be paid for by the City on the basis set forth in Attachment "A," up to the amount authorized in writing by the City.

SECTION XIV CONFLICTS OF INTEREST

Pursuant to the requirements of the Chapter 176 of the Texas Local Government Code, Engineer shall fully complete and file with the City Secretary a Conflict of Interest Questionnaire.

SECTION XV PAYMENT TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

Invoices for Basic and Additional Services and reimbursable expenses will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to the City by Engineer at least monthly. Invoices are due and payable thirty (30) days after receipt by the City. Non-payment within 45 days of receipt of invoice by the City, may at Engineers option, result in suspension of services upon 5 days written notice to the City. Upon receipt of payment in full Engineer will resume services without liability to City for such suspension.

SECTION XVI INSURANCE

Engineer 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 Engineer 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 Engineer, and no provision of this Agreement shall be interpreted to grant or convey to any other person any benefits or rights.

D. Engineer 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 Strand Associates, Inc.[®], acting by and through its duly authorized officer/representative, does now sign, execute, and deliver this instrument.

EXECUTED on this _____ day of _____, 20____.

ENGINEER:

STRAND ASSOCIATES, INC.[®]

 8/3/23
Joseph M. Bunker Date
Corporate Secretary

ATTEST:

CITY OF BRENHAM, TEXAS

Jeana Bellinger Date
City Secretary

Atwood C. Kenjura Date
Mayor

ATTACHMENT "A"

PART A–SCOPE OF SERVICES

CITY OF BRENHAM FY 2024 ON-CALL ENGINEERING SERVICES

Description of Project

Engineer will provide on-call engineering support services to the City as directed and authorized by the City Manager in writing. City may request that Engineer establish a scope and fee for specific services for review and approval prior to starting services or may direct Engineer in writing to proceed with defined services without preset limits.

General Engineering Services

1. Attend meetings with City to discuss engineering-related matters.
2. Respond to City's engineering-related questions.
3. Prepare opinions of probable construction costs for budgetary purposes.
4. Provide engineering, scientific, hydraulic modeling, and computer-aided design services.

Development Review Services

1. Communicate with City, the developer, and developer's engineer.
2. Review preliminary and final plats submitted by developer in accordance with the City's Code of Ordinances and Design Standards and Specifications.
3. Review water, sanitary sewer, paving, and drainage construction drawings in accordance with the City's Code of Ordinances and Design Standards and Specifications.
4. Provide written comments on plats, construction drawings, and drainage reports to the City's Development Services Director.

Floodplain Administration Services

1. Communicate with City regarding its floodplain administration.

2. Provide floodplain administration services, including review of floodplain permits for new construction and substantial improvements in accordance with the City's Code of Ordinances and Design Standards and Specifications.

Part-Time Resident Project Representative (RPR) Services for Developments

Upon written request of the City, provide RPR for part-time observation of development construction. In furnishing observation services, Engineer's efforts will be directed toward determining for City that the completed project will, in general, conform to the Contract Documents; but Engineer will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents. Engineer will communicate with the City on the progress of the work, will document visits to the project site, and will furnish copies of such documentation to the City.

PART B–BASIS OF COMPENSATION AND REIMBURSABLE EXPENSES

CITY OF BRENHAM FY 2024 ON-CALL ENGINEERING SERVICES

The following represents the estimated maximum compensation for the scope of services documented in Attachment A, Part A of this Agreement. If services beyond those specifically identified are determined necessary during the Project, Engineer shall not proceed with those services until such time written approval of the scope and any additional fees are approved by the City Manager.

City shall compensate Engineer for on-call engineering services on an hourly rate basis at the rates shown in the Schedule of Charges, not to exceed \$120,000.

SCHEDULE OF CHARGES

Compensation for engineering services shall be on an hourly basis at the rates set forth below which are subject to change annually on July 1.

Engineering Services Classification	Hourly Billing Rates*
Principal Engineer	\$350
Senior Associate 3	\$310
Senior Associate 2	\$285
Senior Associate 1	\$260
Senior Project Manager	\$240
Project Manager 3	\$220
Project Manager 2	\$205
Project Manager 1	\$190
Senior Project Engineer	\$175
Project Engineer 3	\$165
Project Engineer 2	\$160
Project Engineer 1	\$155
Graduate Engineer 3	\$145
Graduate Engineer 2	\$140
Graduate Engineer 1	\$135
Senior Engineering Technician	\$155
Engineering Technician	\$145
Junior Engineering Technician	\$ 70
Senior Computer-Aided Design and Drafting (CADD) Operator	\$120
CADD Operator	\$ 80
Administrative	\$100

* Updated annually on July 1

Compensation for surveying services shall be on an hourly basis at the rates set forth below which are subject to change annually on July 1.

Surveying Services Classification	Hourly Billing Rates*
Registered Professional Land Surveyor	\$ 245
Surveying Technician	\$ 120
Three-Man Field Party	\$ 260
Two-Man Field Party	\$ 190
One-Man Field Party	\$ 120
Laser Scanner (Half Day)	\$1,000
Laser Scanner (Full Day)	\$1,800
Global Positioning System (GPS) Equipment (Half Day)	\$ 210
GPS Equipment (Full Day)	\$ 325
Robotic Total Station (Half Day)	\$ 135
Robotic Total Station (Full Day)	\$ 220

* Updated annually on July 1

Subcontract costs shall be billed at invoice cost plus 10 percent for handling.

ATTACHMENT "B"

INSURANCE

CITY OF BRENHAM
FY 2024 ON-CALL ENGINEERING SERVICES



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/10/2023

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 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 Ansay & Associates, LLC 2901 W Beltline Hwy, Suite 202 Madison WI 53713	CONTACT NAME: Connie Easland PHONE (A/C, No, Ext): 608-828-0232 E-MAIL ADDRESS: connie.easland@ansay.com FAX (A/C, No): 608-831-4777
INSURED Strand Associates, Inc. 910 W Wingra Drive Madison WI 53715	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Co of America INSURER B: Travelers Indemnity Co of Connecticut INSURER C: The Travelers Indemnity Co. INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 1635704722

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR 1,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC			P-630-1W455660-TIA-23	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			BA-1W469615-23-43-G	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☒ RETENTION \$ 10,000	☒ OCCUR ☐ CLAIMS-MADE		CUP-1W474601-23-43	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	UB-1W473211-23-43-E	1/1/2023	1/1/2024	☒ WC STATU-TORY LIMITS ☐ 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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project: 2024 On-Call Engineering Services
Strand Project No. 3900.245

CERTIFICATE HOLDER**CANCELLATION**

City of Brenham
Attn: City Manager
PO Box 1059
Brenham TX 77834

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

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CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
08/10/2023

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 Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
INSURED Strand Associates, Inc. 910 West Wingra Drive Madison, WI 53715	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Continental Casualty Company</td><td>20443</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Continental Casualty Company	20443	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Continental Casualty Company	20443														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** W29823597**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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ PER STATUTE ☐ OTH-ER ☐
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			AEH113974097	07/11/2023	07/11/2024	Per Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This Voids and Replaces Previously Issued Certificate Dated 08/02/2023 WITH ID: W29796597.

Strand PN# 3900.245 - FY 2024 On-Call Engineering Services

CERTIFICATE HOLDER**CANCELLATION**

City of Brehnam Attn: City Manager PO Box 1059 Brenham, TX 77834	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
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Regular City Council
AGENDA ITEM 5-F.

Agenda Item: Approve the First Amendment to the Interconnection Agreement Between the City of Brenham and the Lower Colorado River Authority Transmission Services Corporation (LCRA TSC) Related to the Control of the City's Distribution Feeders and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Special Meeting-August 29, 2023

Department: Public Utilities

Staff Contact: Alton Sommerfield

SUMMARY STATEMENT:

On November 4, 2008 the City of Brenham entered into an Interconnection Agreement with LCRA TSC. The City designated LCRA TSC to perform the function of an ERCOT transmission operator on the City's behalf as described in the ERCOT protocols.

Attached is the First Amendment to this Agreement whereas LCRA TSC will add relaying for control of the City's distribution feeders necessary for performance of under-frequency and manual load shed obligation. LCRA TSC will reimburse the City for all reasonable cost and demonstrable cost incurred by the City for modifications. The cost of the City modifications is estimated at \$28,500.

ATTACHMENTS:

- (1) First Amendment to Interconnection Agreement
- (2) Exhibit A

RECOMMENDED ACTION:

Approve an amendment to the Interconnection Agreement between the City of Brenham and the Lower Colorado River Authority Transmission Services Corporation (LCRA TSC) related to the control of the City's distribution feeders and authorize the Mayor to execute any necessary documentation.

**FIRST AMENDMENT TO
INTERCONNECTION AGREEMENT**

This First Amendment ("**First Amendment**") is made and entered into this ____ day of _____, 2023 between The City of Brenham ("**City**") and the LCRA Transmission Services Corporation ("**LCRA TSC**"), collectively referred to hereinafter as "**the Parties**".

WHEREAS, the LCRA TSC and City entered into that certain Interconnection Agreement executed November 4, 2008 (the "**Agreement**");

WHEREAS, LCRA TSC will add relaying for control of the City's distribution feeders necessary for performance of underfrequency and manual load shed obligations; and,

WHEREAS, City will design and perform the necessary modifications to its distribution feeder protective relaying control.

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein set forth, the Parties agree to amend the Agreement as follows:

1. Exhibit "A" attached to the Agreement is deleted in its entirety and the Exhibit "A" attached to this First Amendment is hereby added to the Agreement in lieu thereof.
2. Facility Schedule No. 1 (including the diagrams attached thereto) is deleted in its entirety and Facility Schedule No. 1 attached to this First Amendment is hereby added to the Agreement in lieu thereof.
3. Facility Schedule No. 2 (including the diagrams attached thereto) is deleted in its entirety and Facility Schedule No. 2 attached to this First Amendment is hereby added to the Agreement in lieu thereof.

Except as otherwise expressly provided for herein, the Agreement will continue in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed in several counterparts, each of which shall be deemed an original, but all shall constitute one and the same instrument.

CITY OF BRENHAM

By: _____

Atwood C. Kenjura

Title: Mayor

Date: _____

LCRA TRANSMISSION SERVICES CORPORATION

By: _____

Sergio Garza, P.E.

Title: LCRA Vice President, Transmission Design and Protection

Date: _____

First Amendment
EXHIBIT A

[illegible]

FACILITY SCHEDULE NO. 1

- 1. Name:** Brenham
- 2. Facility Location:** The Brenham Substation is located at 201 W. Stone Street, Brenham, Washington County, Texas.
- 3. Points of Interconnection:** There are twenty-four (24) Points of Interconnection generally described as:
 - 3.1. where the incoming distribution line connects to the tubular bus between switches BM141 and BM143 at feeder breaker BM140.
 - 3.2. where the jumper from feeder breaker BM140 connects to the four-hole pad on switch BM141.
 - 3.3. where the jumper from feeder breaker BM140 connects to the four-hole pad on switch BM139.
 - 3.4. where the incoming distribution line connects to the tubular bus between switches BM151 and BM153 at feeder breaker BM150.
 - 3.5. where the jumper from feeder breaker BM150 connects to the four-hole pad on switch BM151.
 - 3.6. where the jumper from feeder breaker BM150 connects to the four-hole pad on switch BM149.
 - 3.7. where the incoming distribution line connects to the tubular bus between switches BM161 and BM163 at feeder breaker BM160.
 - 3.8. where the jumper from feeder breaker BM160 connects to the four-hole pad on switch BM161.
 - 3.9. where the jumper from feeder breaker BM160 connects to the four-hole pad on switch BM159.
 - 3.10. where the incoming distribution line connects to the tubular bus between switches BM111 and BM113 at feeder breaker BM110.
 - 3.11. where the jumper from feeder breaker BM110 connects to the four-hole pad on switch BM111.
 - 3.12. where the jumper from feeder breaker BM110 connects to the four-hole pad on switch BM109.
 - 3.13. where the incoming distribution line connects to the tubular bus between switches BM121 and BM123 at feeder breaker BM120.
 - 3.14. where the jumper from feeder breaker BM120 connects to the four-hole pad on switch BM121.
 - 3.15. where the jumper from feeder breaker BM120 connects to the four-hole pad on switch BM119.
 - 3.16. where the incoming distribution line connects to the tubular bus between switches BM131 and BM133 at feeder breaker BM130.
 - 3.17. where the jumper from feeder breaker BM130 connects to the four-hole pad on switch BM131.
 - 3.18. where the jumper from feeder breaker BM130 connects to the four-hole pad on switch BM129.
 - 3.19. where the incoming distribution line connects to the tubular bus between switches BM41 and BM43 at feeder breaker BM40.
 - 3.20. where the jumper from feeder breaker BM40 connects to the four-hole pad on switch BM41.
 - 3.21. where the jumper from feeder breaker BM40 connects to the four-hole pad on switch BM39.
 - 3.22. where the incoming distribution line connects to the tubular bus between switches BM51 and BM53 at feeder breaker BM50.
 - 3.23. where the jumper from feeder breaker BM50 connects to the four-hole pad on switch BM51.
 - 3.24. where the jumper from feeder breaker BM50 connects to the four-hole pad on switch BM49.
- 4. Transformation Services Provided by LCRA TSC:** Yes, per Transformation Service Agreement
- 5. Metering Services Provided by LCRA TSC:** Yes, per Wholesale Metering Service Agreement

6. Delivery Voltage: 12.5-kV

7. Metered Voltage and Location: The metered voltage is 12.5-kV. The metering current transformers are located in the power transformer bays for T1, T2, and T3. The metering potential transformers for T1, T2, and T3 are located on the respective 12.5-kV operating buses.

8. One Line Diagram Attached: Yes

9. Description of Facilities Owned by Each Party:

9.1. City owns the following existing facilities:

- 9.1.1. Eight (8) distribution circuits including dead-end insulators that attach to the dead-end structure, conductor, poles, static, and associated hardware; and,
- 9.1.2. Eight (8) distribution feeder breakers (BM40, BM50, BM110, BM120, BM130, BM140, BM150, BM160) including associated foundations, jumpers, and protective relaying.

9.2. City is responsible for installing and will own the following to support the Project:

- 9.2.1. Modifications, as necessary, to trip and close relay schematics to the City's protective relaying and feeder breaker devices.

9.3. LCRA TSC owns the following existing facilities:

- 9.3.1. Substation property, ground grid, gravel, fencing and other appurtenances;
- 9.3.2. All transmission facilities located within the Substation;
- 9.3.3. Three (3) power transformers T1, T2, and T3 with associated surge arresters;
- 9.3.4. Sixteen (16) distribution and total bays including A-frames, trusses, insulators, disconnect switches, surge arresters, 12.5 kV operating and transfer bus, bus potential transformers, and metering current transformers;
- 9.3.5. Station Service equipment; and,
- 9.3.6. Two (2) control houses with battery and battery charger.

9.4. LCRA TSC is responsible for installing and will own the following to support the Project:

- 9.4.1. Relaying for control of the City's distribution feeder breakers to perform underfrequency and manual load shed relaying; and,
- 9.4.2. Associated cables and wiring to connect to the City's distribution feeder relay panels.

10. Operational Responsibilities of Each Party: Each Party is responsible for the operation of the equipment it owns. The City agrees LCRA TSC will remotely operate and control the City's distribution feeder breakers, as necessary, to administer under-frequency load shed ("UFLS") and shed load during ERCOT Energy Emergency Alerts (as directed by ERCOT) per ERCOT Requirements.

11. Maintenance Responsibilities of Each Party: Each Party will be fully responsible for the maintenance of the equipment it owns.

12. Other Terms and Conditions:

12.1 Access and Physical Security

- 12.1.1 City and LCRA TSC are to share access to the substation by LCRA TSC hardened locks on the

substation gate.

- 12.1.2 Substation access and physical security will be in accordance with LCRA TSC physical security design guidelines.

12.2 Metering: [Reserved]

12.3 Relay and Control:

- 12.3.1 The Parties shall design, provide, and coordinate their respective protection system equipment, in accordance with ERCOT Nodal Operating Guides and NERC Reliability Standard PRC-027. Written acceptance of protective relay settings proposed by either entity, shall not be unreasonably withheld, and provided within a reasonable time from receipt. The coordination of protective relay settings for the initial energization of Points of Interconnection will be finalized no later than ten business days prior to energization.
- 12.3.2 LCRA TSC will provide City access to 125VDC and 120 VAC power in the control. Circuits must have over current protection devices (OCPD) size according to NEC standards.
- 12.3.3 LCRA TSC will provide City with floor space (as available) for installation of City required panels and equipment.

13. Project Responsibilities:

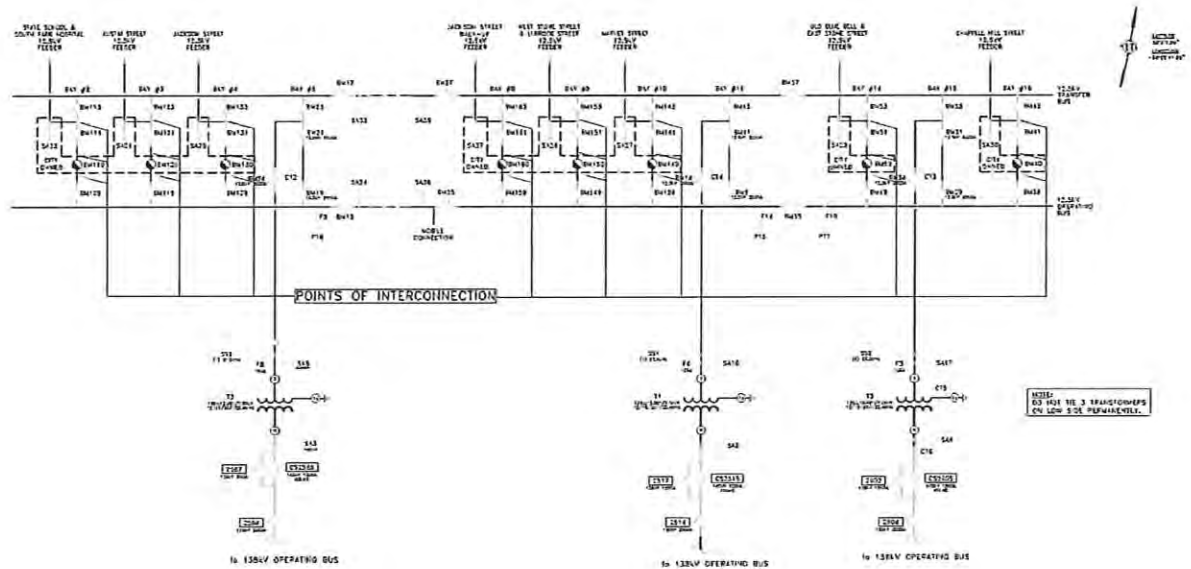
13.1 Project Name: Load Shed Relays FY23 System Upgrade

13.2 Projected In-Service Date(s): May 15, 2024

13.3 Project Costs: LCRA TSC will be responsible for all costs incurred in connection with the design, procurement, and construction activities for the facilities it owns. Additionally, LCRA TSC will reimburse the City for all reasonable and demonstrable costs incurred by City for the facility modifications described in Section 9.2, within 30 days upon receipt of acceptable itemized invoice. The City will share with LCRA TSC, for review and acceptance, the planned scope and cost estimate for the facility modifications, such review and acceptance will not be unreasonably withheld. The cost of the City's facility modifications is currently estimated at \$28,500.00. If the actual costs exceed, or are reasonably expected to exceed, the estimated costs by more than 10%, the City will promptly notify LCRA TSC and provide adequate supporting documentation sufficient for LCRA TSC to assess the revised project costs.

13.4 Design: City will provide LCRA TSC its design for the facility modifications described in Section 9.2 for LCRA TSC's review and acceptance.

Facility Schedule No. 1
One Line Diagram



FACILITY SCHEDULE NO. 2

- 1. Name:** Brenham North
- 2. Facility Location:** The Brenham North Substation is located at 1865 State Highway 105, Brenham, Washington County, Texas
- 3. Points of Interconnection:** There fifteen (15) Points of Interconnection generally described as:
 - 3.1. where the incoming City's distribution line connects to the tubular bus between switches BN51 and BN53 at feeder breaker BN52.
 - 3.2. where the jumper from feeder breaker BN52 connects to the four-hole pad on switch BN51.
 - 3.3. where the jumper from feeder breaker BN52 connects to the four-hole pad on switch BM49.
 - 3.4. where the incoming City's distribution line connects to the tubular bus between switches BN61 and BN63 at feeder breaker BN62.
 - 3.5. where the jumper from feeder breaker BN62 connects to the four-hole pad on switch BN61.
 - 3.6. where the jumper from feeder breaker BN62 connects to the four-hole pad on switch BM59.
 - 3.7. where the incoming City's distribution line connects to the tubular bus between switches BN91 and BN93 at feeder breaker BN92.
 - 3.8. where the jumper from feeder breaker BN92 connects to the four-hole pad on switch BN91.
 - 3.9. where the jumper from feeder breaker BN92 connects to the four-hole pad on switch BM89.
 - 3.10. where the incoming City's distribution line connects to the tubular bus between switches BN101 and BN103 at feeder breaker BN102.
 - 3.11. where the jumper from feeder breaker BN102 connects to the four-hole pad on switch BN101.
 - 3.12. where the jumper from feeder breaker BN102 connects to the four-hole pad on switch BN99.
 - 3.13. where the incoming City's distribution line connects to the tubular bus between switches BN111 and BN113 at feeder breaker BN112.
 - 3.14. where the jumper from feeder breaker BN112 connects to the four-hole pad on switch BN111.
 - 3.15. where the jumper from feeder breaker BN112 connects to the four-hole pad on switch BN113.
- 4. Transformation Services Provided by LCRA TSC:** Yes, per Transformation Service Agreement
- 5. Metering Services Provided by LCRA TSC:** Yes, per Wholesale Metering Service Agreement
- 6. Delivery Voltage:** 12.5-kV
- 7. Metered Voltage and Location:** The metered voltage is 12.5-kV. The metering current transformers are located in the power transformer bay for T1 and at T2. The metering potential transformers for T1 and T2 are located on the respective 12.5-kV operating buses.
- 8. One Line Diagram Attached:** Yes
- 9. Description of Facilities Owned by Each Party:**
 - 9.1. **City owns the following existing facilities:**
 - 9.1.1. Five (5) distribution circuits including dead-end insulators that attach to the dead-end structure, conductor, poles, static, and associated hardware; and,
 - 9.1.2. Five (5) distribution feeder breakers (BN52, BN62, BN92, BN102, BN112) including

associated foundations, jumpers, and protective relaying.

9.2. City is responsible for installing and will own the following to support the Project:

- 9.2.1. Modifications, as necessary, to trip and close relay schematics to the City's protective relaying and feeder breaker devices.

9.3. LCRA TSC owns the following existing facilities:

- 9.3.1. Substation property, ground grid, gravel, fencing and other appurtenances;
- 9.3.2. All transmission facilities located within the Substation;
- 9.3.3. Two (2) power transformers T1 and T2 with associated surge arresters;
- 9.3.4. Two (2) 12.5 kV total circuit breakers (BN71 and BN132);
- 9.3.5. Ten (10) distribution and total bays including A-frames, trusses, insulators, disconnect switches, surge arresters, 12.5 kV operating and transfer bus, bus potential transformers, and metering current transformers;
- 9.3.6. Station Service equipment; and,
- 9.3.7. Two (2) control houses with battery and battery charger.

9.4. LCRA TSC is responsible for installing and will own the following to support the Project:

- 9.4.1. Relaying for control of the City's distribution feeder breakers to perform underfrequency and manual load shed relaying; and,
- 9.4.2. Associated cables and wiring to connect to the City's distribution feeder relay panels.

10. Operational Responsibilities of Each Party: Each Party is responsible for the operation of the equipment it owns. The City agrees LCRA TSC will remotely operate and control the City's distribution feeder breakers, as necessary, to administer under-frequency load shed ("UFLS") and shed load during ERCOT Energy Emergency Alerts (as directed by ERCOT) per ERCOT Requirements.

11. Maintenance Responsibilities of Each Party: Each Party will be fully responsible for the maintenance of the equipment it owns.

12. Other Terms and Conditions:

12.1 Access and Physical Security

- 12.1.1 City and LCRA TSC are to share access to the substation by LCRA TSC hardened locks on the substation gate.
- 12.1.2 Substation access and physical security will be in accordance with LCRA TSC physical security design guidelines.

12.2 Metering: [Reserved]

12.3 Relay and Control:

- 12.3.1 The Parties shall design, provide, and coordinate their respective protection system equipment, in accordance with ERCOT Nodal Operating Guides and NERC Reliability Standard PRC-027. Written acceptance of protective relay settings proposed by either entity, shall not be unreasonably withheld, and provided within a reasonable time from receipt. The coordination of protective relay settings for the initial energization of Points of Interconnection will be finalized no later than ten business days prior to energization.
- 12.3.2 LCRA TSC will provide City access to 125VDC and 120 VAC power in the control. Circuits must have over current protection devices (OCPD) size according to NEC standards.
- 12.3.3 LCRA TSC will provide City with floor space (as available) for installation of City required panels

and equipment.

13. Project Responsibilities:

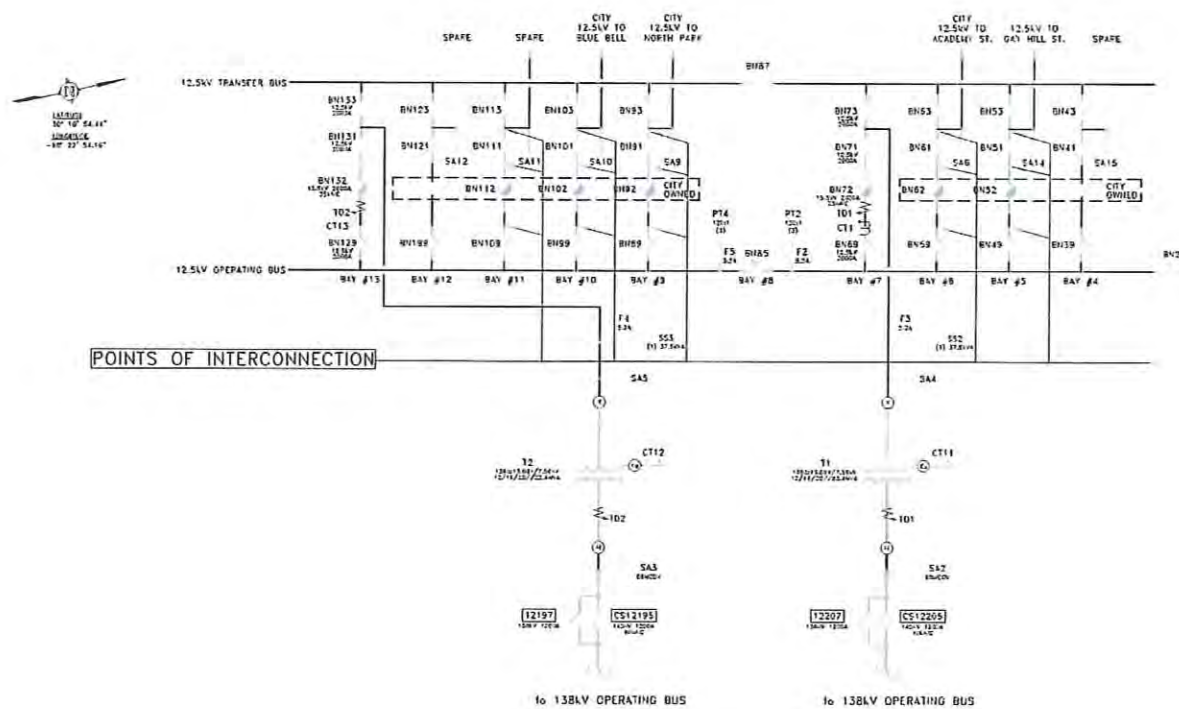
13.1 Project Name: Load Shed Relays FY23 System Upgrade

13.2 Projected In-Service Date(s): May 15, 2024

13.3 Project Costs: LCRA TSC will be responsible for all costs incurred in connection with the design, procurement, and construction activities for the facilities it owns. Additionally, LCRA TSC will reimburse the City for all reasonable and demonstrable costs incurred by City for the facility modifications described in Section 9.2, within 30 days upon receipt of acceptable itemized invoice. The City will share with LCRA TSC, for review and acceptance, the planned scope and cost estimate for the facility modifications, such review and acceptance will not be unreasonably withheld. The cost of the City's facility modifications is currently estimated at \$28,500.00. If the actual costs exceed, or are reasonably expected to exceed, the estimated costs by more than 10%, the City will promptly notify LCRA TSC and provide adequate supporting documentation sufficient for LCRA TSC to assess the revised project costs.

13.4 Design: City will provide LCRA TSC its design for the facility modifications described in Section 9.2 for LCRA TSC's review and acceptance.

Facility Schedule No. 2
One Line Diagram





Regular City Council
AGENDA ITEM 5-G.

Agenda Item: Approve an Interlocal Agreement Between the City of Brenham and Brenham Independent School District for School Resource Officers and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Special Meeting-August 29, 2023

Department: Administration

Staff Contact: Carolyn Miller

SUMMARY STATEMENT:

This item is for approval of an Interlocal Agreement between the City and BISD for the School Resource Officer Program. The current ILA was executed on August 9, 2022 when the SRO program staffing was increased from four (4) officers to five (5) officers. The term of the ILA is for one (1) year beginning October 1, 2023, and shall be renewed automatically for successive one (1) year terms unless terminated in writing by either party as least thirty (30) days prior to the expiration of the then current term.

The proposed ILA includes two revisions: reimbursement for annual vehicle maintenance costs of \$16,510; and an equalization of hourly rates paid by BISD for extra-duty shifts to \$45.00 per hour. BISD pays police officers directly for extra-duty shifts.

The current hourly rate at *BISD extracurricular events* is \$45 per hour, as opposed to the current hourly rate of \$40.00 for *police officers at BISD campuses that do not staff an SRO*. This change will align the hourly rate for all extra-duty shifts.

The BISD Trustees approved this ILA at their recent school board meeting, and we are requesting the Council's approval as well.

ATTACHMENTS:

(1) Interlocal Agreement with BISD

RECOMMENDED ACTION:

Approve an Interlocal Agreement between the City of Brenham and Brenham Independent School District for School Resource Officers and authorize the Mayor to execute any necessary documentation.

**INTERLOCAL AGREEMENT
FOR SCHOOL RESOURCE OFFICERS BETWEEN
BRENHAM I.S.D. AND THE CITY OF BRENHAM**

THIS INTERLOCAL AGREEMENT ("Agreement") is made this 21 day of August, 2023, by and between the following parties ("Parties"): City of Brenham ("City") and Brenham Independent School District, ("BISD") for the use of School Resource Officers ("SROs").

WHEREAS, the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code, the City and BISD are authorized to enter into agreements to perform governmental functions and services; and

WHEREAS, the City of Brenham currently has officers assigned to BISD campuses to provide SRO services; and

WHEREAS, BISD desires to have additional SROs placed on its campuses; and

WHEREAS, the Parties agree that the SROs shall remain City employees, under the command of the City's Chief of Police; and

NOW, THEREFORE, in consideration of the mutual covenants expressed in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and BISD do hereby agree as follows:

ARTICLE 1:
ASSIGNMENT OF SCHOOL RESOURCE OFFICERS

The City of Brenham agrees to provide five (5) certified police officers as agreed upon to BISD in the implementation of the School Resource Officer Program. Assigned Officers shall be provided by the City to BISD in accordance with the terms and conditions of the School Resource Officer Program attached hereto as Exhibit A, attached hereto and incorporated herein by reference for all purposes.

The City will staff a School Resource Officer ("SRO") Program consisting of one (1) sergeant and four (4) police officers of the City of Brenham Police Department to provide school resource and police services throughout the boundaries of Brenham ISD.

Officers will be assigned as SROs by the City of Brenham Chief of Police subject to the approval of the Brenham ISD Superintendent or designee for the sergeant and the applicable Brenham ISD school principal for the SROs. If the Brenham ISD Superintendent or designee determines that the performance of the sergeant is unacceptable, the City shall reassign that person and assign another sergeant with the approval of Brenham ISD Superintendent or designer. If the principal determines that the SRO is unacceptable, the City shall reassign that person and assign another SRO with the approval of the principal.

In the event of a resignation, retirement, dismissal, or reassignment of an SRO, or in the case of long-term absences by an SRO, the Police Department will provide a temporary replacement for the SRO within thirty (30) school days of receiving notice of such absence, dismissal, resignation, or reassignment.

The City, including the SROs, shall have the status of an independent contractor for the purposes of this Agreement. An SRO assigned to BISD is an employee of the City and shall not be considered an employee of BISD. As such, the SRO shall be subject to Police Department control, supervision, policies, procedures, and directives.

In accordance with the Police Department's policies as established for its employees. The City shall maintain appropriate Worker's Compensation and unemployment insurance coverage for each SRO in accordance with coverage maintained for all other police officers employed by the City.

The SROs will carry radios that will allow contact with BISD personnel, central dispatch, and emergency medical services. In addition, cellular telephones for each SRO will be provided by and paid for by the City along with the monthly charges.

The SRO is subject to current procedures in effect for City police officers, including mandated training and testing to maintain state peace officer licensing and certification. This training and certification should take place throughout the summer if possible.

When an SRO is temporarily absent from his/her assigned campus for training or other reason on a day that school is in session, the police department will make reasonable efforts to provide a police presence for that campus by assigning other SROS or police officers to spend a portion of the school day on the affected campus.

The District will provide the SRO with access to an office that affords security and equipment as is necessary at the assigned school. This equipment should include, but is not limited to a phone, access to a computer, and filing space capable of being secured.

In compliance with City policies, SROs will carry with them any approved weapons deemed necessary to successfully complete their day-to-day law enforcement duties.

ARTICLE 2: **SCOPE OF SERVICES**

The SRO will work in concert with the school principal(s), or the school designee, meeting with the principal(s) on a periodic basis.

The SRO will check in and out with the designated school staff upon arriving or departing from campus unless circumstances prevent the SRO from doing so.

The SRO may provide a program of education leadership by acting as a guest speaker in addressing tobacco, alcohol, and other drug issues, and in addressing violence diffusion, violence prevention, and safety issues in the school community.

The SRO will act as a communication liaison with law enforcement agencies and provide basic information concerning students on the campus served by the officer.

The SRO may present or facilitate programs to parents on issues related to tobacco, alcohol, and other drugs, violence prevention, and safety.

The SRO may provide informational programs for BISD staff on issues related to alcohol and other drugs and the law, violence, gangs, safety, security, and other topics as requested or deemed necessary.

The SRO will gather and properly disseminate to Brenham ISD administrators information regarding potential problems such as criminal activity, gang activity, and student unrest, and attempt to identify particular individuals who may be a substantial or material disruptive influence to the school and/or students.

The SRO will assist BISD staff in maintaining order on school property.

The SRO will take appropriate law enforcement action, consistent with a police officer's duty. As soon as practical, the SRO will make the principal of the school aware of such action. Whenever practical, the SRO will advise the principal when requesting additional police assistance on campus.

The SRO will not act as a school disciplinarian. However, if the principal believes an incident involves a violation of the law, the principal may contact the SRO and the SRO will then determine whether law enforcement action is appropriate.

The Sergeant and SROs will provide SRO services to BISD during each classroom instruction day of the BISD calendar including summer school and professional development.

The Sergeant will supervise the four SROs and also provide school resource services which include, but are not limited to, the activities listed under this section and law enforcement functions.

Performance evaluations of the Sergeant and SROs will be conducted in accordance with current City policy. In the case of the performance evaluation of the Sergeant, the police Lieutenant supervising the Sergeant will receive input from the BISD Superintendent or designee. In the case of the SROs, the sergeant will confer with the principal on whose campus the SRO is assigned prior to completing the evaluation.

The sergeant and each SRO will meet with the respective school campus staff on a regular basis as determined by the respective school principal.

Citations issued by City police officers for Class C misdemeanor offenses in connection with the SRO program that occur within the city limits will be filed in the Brenham Municipal Court. Class C charges originating from offenses that occur outside the city limits but within Washington County will be documented by a report and forwarded to the District Attorney's office to be filed in the appropriate Justice of the Peace court. Class A and B misdemeanors and felony offenses will be filed in the court having jurisdiction over the offense.

The SRO may perform other duties as may be mutually agreed upon in writing by the Police Department and BISD.

The Police Department will provide the SRO with all training necessary for the acquisition and maintenance of state licensing and certification requirements for police officers.

Provided further that nothing required herein is intended to or will constitute a relationship or duty of the assigned police officer or the City beyond the general duties that exist for a law enforcement officer within the state.

ARTICLE 3: **RECORDS**

Documentation created by the Sergeant or SRO that pertains to any BISD student and is shared with BISD staff may be considered educational records of the student. Documentation created by the Sergeant or an SRO strictly for law enforcement purposes and not shared with BISD staff may constitute law enforcement records and not educational records of the students. Records and documentation may be treated differently depending upon the purpose, content, and how the documents are maintained and shared. Disclosure of these records will be in accordance with state and federal law.

ARTICLE 4: **PAYMENT**

BISD agrees to reimburse the City for 11 months of actual SRO costs and an amount for the cumulative annual maintenance costs of vehicles utilized by the SROs.

For annual budgeting purposes, the cost of the program will be projected by the Police Department and agreed upon in time for BISD and the City to incorporate the projection into the annual budget planning process of both entities.

The City will prepare and adopt a budget for the SRO program each year based on the City's fiscal year, October 1 through September 30, and will submit a copy of the approved budget to BISD. The City will submit a copy of the proposed SRO budget for each fiscal year no later than August 15 of the respective year so that BISD may submit comments to the City concerning the SRO budget.

Reimbursement from BISD to the City will be due quarterly during the City's fiscal year.

The City will provide BISD with quarterly expense reports and BISD will be entitled to review the records concerning the expenses after giving the City reasonable notice of its desire to review the records.

With the knowledge and consent of both parties, BISD or the City may apply for a funding grant to offset the cost of the SRO program or a portion thereof.

BISD will be responsible for paying for, separate and apart from this Agreement, security or extra-duty employment of police officers at BISD extracurricular events. The rate of pay for

such security or extra-duty employment will be at the rate of \$45 per hour with a three (3) hour minimum.

Brenham ISD will be responsible for paying for, separate and apart from this Agreement, security or extra-duty employment of police officers at Brenham ISD campuses that do not staff an SRO. The rate of pay for such security or extra-duty employment will be at the rate of \$45 per hour with a four (4) hour minimum.

ARTICLE 5: **TERM**

This Agreement shall be valid for a term of one (1) year beginning October 1, 2023 and shall thereafter be renewed automatically for successive one (1) year terms unless terminated in writing by either party at least thirty (30) prior to the expiration of the then current term.

ARTICLE 6: **SEVERABILITY**

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

ARTICLE 7: **CONSENT TO SUIT**

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

ARTICLE 8: **FORCE MAJEURE**

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

ARTICLE 9: **MISCELLANEOUS TERMS**

1. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to said matter. Each party to the Agreement acknowledges that no representation, inducements, promises, or agreement, oral or otherwise, have been made by any other party or anyone acting on behalf of any party

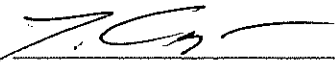
which are not embodied herein and that no other agreements, statement, or promise not contained in this Agreement shall be valid or binding. No modification concerning this instrument shall be of any force or effect, excepting a subsequent amendment in writing signed by the parties.

2. This Agreement has been made under and shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under, or in connection with, this Agreement shall lie exclusively in Washington County, Texas.
3. Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof.

IN WITNESS WHEREOF, CITY and BISD have hereby entered this agreement effective upon adoption by each governing body.

BRENHAM ISD

CITY OF BRENHAM

By: 
Name: Tylor Chaplin
Superintendent, Brenham ISD
Date: 8/21/2023

Atwood Kenjura
Mayor, City of Brenham
Date: _____

EXHIBIT A

The primary role of School Resource Officers is to assist BISD with its commitment to an Exceptional Education for ALL students by promoting and maintaining a safe learning and teaching environment. Protecting the lives of students, employees and visitors is paramount. The School Resource Officers will help generate a positive understanding of law enforcement and promote good citizenship through daily interaction with students. Officers will enforce local and state laws in a consistent and fair manner. They will provide a positive role model for students.

The parties have agreed to the following terms and conditions for the operation of the School Resource Officer Program:

- Assigned School Resource Officers will provide services to enforce all federal, State of Texas, and City of Brenham laws and will not enforce the rules, regulations and procedures of BISD.
- Assigned Officers shall at all times remain part of the Brenham Police Department Chain of Command and subject to the rules, regulations and procedures of the Brenham Police Department. Assigned Officers are at all times employees of the Brenham Police Department and not employees of BISD. Administrative personnel from BISD will be consulted prior to the assignment of police personnel.
- Assigned Officer will utilize a community policing program and method of implementation of said program be at the sole discretion of the Brenham Police Department.
- The City of Brenham shall provide training and equipment for all Assigned Officers unless BISD shall request any specialized training or equipment, at the sole cost of BISD. Any specialized training or equipment requested by BISD is subject to prior written approval of the Chief of Police.
- The Chief of Police or his designee will be responsible for the scheduling of the use of the Assigned Officers with preference to BISD.
- The City of Brenham shall provide reports and analysis of criminal activity on the property of BISD, as BISD may reasonably request.
- BISD shall provide the Assigned Officer(s) necessary office space, supplies and utility services to perform the duties in accordance with this agreement.
- Assigned Officers will be available for use by the Brenham Police Department for either emergency or non-emergency assignment according to the off-campus needs of the Police Department, as determined in the sole discretion of the Chief of Police or his designee.
- BISD and City shall have a joint operating committee to manage the operation of the School Resource Officers. The joint operating committee shall consist of the Superintendent and the City Manager, or their designees. All disputes under this agreement shall first be referred to the joint operating committee to attempt to negotiate a resolution.
- The Chief of Police will direct the Police Department's Volunteer Citizens on Patrol to conduct traffic detail during the mornings and afternoons around BISD school campuses as agreed upon by both parties.
- BISD and City shall have the ability to evaluate the program and/or Agreement at any time and make recommendations to address concerns or needs. The aforementioned committee can petition the BISD Superintendent and the City Manager to amend this inter-local Agreement.



Regular City Council
AGENDA ITEM 5-H.

Agenda Item: Approve a Payment to Brazos River Authority in the Amount of \$465,069.00 for the City of Brenham's Raw Water Supply and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Special Meeting-August 29, 2023

Department: Public Utilities

Staff Contact: Debbie Gaffey

SUMMARY STATEMENT:

The City has a long standing agreement with Brazos River Authority that allows for the purchase of 4,200 acre-feet of water per year.

In 2019, the City entered into another water availability agreement, also for municipal use, with BRA for an additional 774 acre-fee of raw water.

Brazos River Authority notifies the city each year of the proposed System Rate, established annually by the Board of Directors of Brazos River Authority. The System Rate is calculated by utilizing a Budgeted Cost of Service Basis, considering all reasonable economic requirements to develop, operate, maintain, protect and/or expand the System.

Each year, the City is invoiced by BRA for these two agreements. Based on this year's water rate of \$93.50 per acre foot, the invoice amount is \$465,069.00.

ATTACHMENTS:

- (1) May 19, 2023, Letter from Brazos River Authority
- (2) BRA Invoice #13695

RECOMMENDED ACTION:

Approve a payment to Brazos River Authority in the amount of \$465,069.00 for the City of Brenham's raw water supply and authorize the Mayor to execute any necessary documentation.



Brazos River Authority

QUALITY • CONSERVATION • SERVICE

May 19, 2023

Ms. Nancy Stafford
Budget Assistant
City of Brenham
P.O. Box 1059
Brenham, Texas 77834-1059

Dear Ms. Stafford:

The Brazos River Authority (BRA) would like to invite you and your guests to attend our annual water customer meeting. We will host three of these at the times and locations shown below.

Upper Basin: 10:30 a.m. – June 20, 2023 – Cleburne Conference Center
Central Basin: 10:30 a.m. – June 21, 2023 – Brushy Creek Municipal Utility District Community Center
Lower Basin: 10:30 a.m. – June 22, 2023 – Rosenberg Civic Center

Customer meetings are an opportunity for you to learn more about the programs and services offered by the BRA, our strategic priorities, our proposed fiscal year (FY) 2024 annual budget, the proposed system water rate of \$93.50, and the proposed agricultural water rate of \$65.45. More importantly, we would like to receive your input on our services and provide you an opportunity to ask questions prior to our Board of Directors meeting on July 31, 2023, in our Waco office, where our Directors will finalize the annual budget and adopt the water rates for FY 2024.

The information provided at each meeting will be identical. We will highlight our budget and provide presentations/updates on water supply, project planning for the FY 2024 budget, and risk-based asset management and capital planning. You may attend any of the three meetings that you choose. Directions to each location are enclosed for your convenience.

Please complete and return the enclosed reply slip via fax (254/400-2180), e-mail (Kathy.Dickson@brazos.org), or mail by June 9. If you have any questions, please feel free to call the point of contact listed for the basin on the reply slip. We appreciate your business and look forward to seeing you at our customer meetings.

Sincerely,

DAVID COLLINSWORTH
General Manager/CEO

DC:kld
Enclosures



DEVELOP ★ MANAGE ★ PROTECT
WATER RESOURCES OF THE BRAZOS RIVER BASIN



4600 COBBS DRIVE ★ P.O. BOX 7555 ★ WACO, TEXAS 76714-7555
(254) 761-3100

REMITTANCE SECTION

Customer No. 944
Invoice No. 13695
Invoice Date: 08/15/2023
Due Date: 09/15/2023
Amount Due: \$465,069.00

City of Brenham
Attn: Accounts Payable
P.O. Box 1059
Brenham, TX 77834-1059

Keep lower portion for your records – Please return upper portion with your payment

INVOICE DETAIL

Item / Description		Qty	UOM	Price	Amount
944-03	SYSTEM WATER AVAILABILITY AGRT Annual Invoice	4,200.00	AF	93.50	392,700.00
944-04	SWAA-SYS OPS WATER AGREEMENT Annual Invoice	774.00	AF	93.50	72,369.00

APPROVED

BY: _____

DATE: _____

↓ Look ↓ Fast & Easy Pay Option ↓ Look ↓

Total Amount Due: \$ \$465,069.00

Save Postage & Time:

To pay online, visit our website at www.brazos.org and click on 'Doing Business' then select 'Make an Online Payment'

IMPORTANT NOTICE

Questions? Call 254-761-3100

Please remove the above Remittance Section and **return with your payment** to the mailing address listed. If unable to include the remittance section, your customer account number must be written legibly on the check to ensure proper account credit.

Please remit by due date to prevent additional late fees and finance charges.



Regular City Council
AGENDA ITEM 6.

Agenda Item: Presentation and Discussion on the Airport Master Plan for the City of Brenham Municipal Airport

Meeting Type: Special Meeting-August 29, 2023

Department: Airport

Staff Contact: Stephanie Doland

SUMMARY STATEMENT:

The latest Airport Master Plan was adopted in 1986 and an update, the Airport Development Plan, was conducted in 2005. Airport plans/studies (Master Plans, Development and Layout Plans) are developed and used as a long-range planning tool and guide to help regulate development, improvements, and operation of the Airport to meet current and future aviation demands. Master Plans, Development Plans, and Airport Layout Plans typically need to be reviewed and/or updated every 5-10 years, therefore the current plan for Airport is severely out of date.

A letter of interest (LOI) was submitted to TxDOT on April 20, 2018, for update of the Master Plan. On September 9, 2021 the City Council adopted via a Resolution the approval to enter into agreements with TXDOT Aviation for the implementation of a new Airport Master Plan. The Airport Master Plan was originally scoped to be funded 90/10 by TXDOT Aviation with a 10% City match. However, the City's portion was funded using the American Rescue Plan Act (ARPA) Federal funds.

Following approval of the Transportation Commission meeting agenda on October 28, 2021 the project was bid and the consultant Coffman Associates was selected to complete the project. The City Council adopted an Airport Master Plan Advisory Committee and the project began with the initial Committee meeting on June 2, 2022. A total of five Airport Master Plan Committee meetings were held and two Public Workshops scheduled. The overall scope of the Master Plan includes the following components:

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

Coffman Associates will present during the Work Session an overview of the plan formation and the feedback received throughout the process. Following the Council Meeting, a second and final Public Workshop will be held at the Airport on August 29th at 5:30pm to unveil the final draft of the plan and receive any additional comments or feedback.

Following the Public Workshop on August 29th the Brenham City Council will consider the Plan on September 7th and if accepted by the Brenham City Council then the plan will proceed for review and approval by TXDOT Aviation and the Federal Aviation Administration. Following approval by TXDOT and FAA the plan will be brought back to the Brenham City Council for formal adoption via Resolution.

ATTACHMENTS:

(1) Airport Master Plan Introduction

RECOMMENDED ACTION:

Work Session Item - No Action Will Be Taken.



BRENHAM

MUNICIPAL AIRPORT MASTER PLAN

DRAFT FINAL



DRAFT FINAL AIRPORT MASTER PLAN

FOR

**Brenham Municipal Airport
Brenham, Texas**

Prepared by



July 2023



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INTRODUCTION

INTRODUCTION

Brenham Municipal Airport is a thriving general aviation airport located in east-central Texas, halfway between Austin and Houston. The airport plays an important role in linking the community to the national airspace system, as well as serving as a vital economic engine for the City of Brenham and the region.

As the airport's sponsor, the city recognizes the value the airport brings to the community, and the commitment to undertake this airport master plan is evidence. With a sound and realistic development plan in place, Brenham Municipal Airport can maintain its role as an important link to the regional, state, and national air transportation systems.

WHAT IS A MASTER PLAN?

The Federal Aviation Administration (FAA) recommends that airports update their long-term planning documents every seven to 10 years, or as necessary to address local changes at the airport. The last master plan for Brenham Municipal Airport was completed in 1986, with an Airport Development Plan and Airport Layout Plan (ALP) update completed in 2005. The City of Brenham has received a grant from the Texas Department of Transportation (TxDOT) – Aviation Division which fully funds the cost to update the airport master plan.





The City is responsible for funding capital improvements at the airport, as well as obtaining FAA and TxDOT development grants. In addition, the City oversees facility enhancements and infrastructure development conducted by private entities at the airport. The master plan provides guidance for future development and justification for projects for which the airport may receive funding through an updated capital improvement program (CIP) to demonstrate the future investment required by the City, as well as the FAA and TxDOT.

The airport master plan follows a systematic approach outlined by the FAA to identify airport needs in advance of the actual need for improvements. This is done to ensure that the City can coordinate environmental reviews, project approvals, design, financing, and construction to minimize the negative effects of maintaining and operating inadequate or insufficient facilities. An important outcome of the master plan process is a recommended development plan, which reserves sufficient areas for future facility needs. Such planning will protect development areas and ensure they will be readily available when required to meet future needs. The intended outcome of this study is a detailed on-airport land use concept which outlines specific uses for all areas of airport property, including strategies for revenue enhancement.

The preparation of this study demonstrates the City's commitment to maintaining a safe and efficient airport that is capable of meeting aviation needs now and in the future. The cost of maintaining an airport is an investment which yields impressive benefits to the local community. With a sound and realistic master plan, the airport can maintain its role as an important link to the regional, state, and national air transportation systems. Moreover, the plan will aid in supporting decisions for directing limited and valuable City resources for future airport development. Ultimately, the continued investments in the airport will allow the City to reap the economic benefits generated by historical investments.

Some common questions regarding what a master plan is / is not are answered in the graphic below.

The graphic consists of two blue rectangular boxes with rounded corners. The left box is titled "What an Airport Master Plan is:" and contains four bullet points. The right box is titled "What an Airport Master Plan is not:" and contains three bullet points. Both boxes have a white circular icon with a checkmark or an 'X' inside, corresponding to their respective titles. A large, faint "DRAFT" watermark is visible across the center of the graphic.

What an Airport Master Plan is:

- A comprehensive, long-range study of the airport and all air and landside components that describes plans to meet FAA safety standards and future aviation demand.
- Required by the FAA to be conducted every 7-10 years to ensure plans are up-to-date and reflect current conditions and FAA regulations. The last Master Plan for Brenham Municipal Airport was completed more than 30 years ago.
- Funded by the FAA through the Airport Improvement Program (AIP), which provides 90% of the total project costs. The remaining 10% is funded by the American Rescue Plan Act (ARPA).
- A City of Brenham document that will ultimately be presented for approval to the City Council. TxDOT approves only two elements of the Master Plan, the Aviation Demand Forecasts and the Airport Layout Plan (ALP drawing set).
- An opportunity for airport stakeholders and the general public to engage with airport staff on issues related to the airport and its current and future operations, and environmental and socioeconomic impacts. Up to two (2) public information workshops will be conducted throughout the Master Plan process to facilitate this public outreach effort.

What an Airport Master Plan is not:

- A guarantee that the airport will proceed with any planned projects. Master Plans are guides that help airport staff plan for future airport development; however, the need/demand for certain projects might never materialize.
- A guarantee that the City of Brenham, TxDOT, or the AIP will fund any planned projects. Project funding is considered on a project-by-project basis and requires appropriate need and demand. Certain projects may require the completion of a benefit-cost analysis.
- Environmental clearance for specific projects. The Master Plan includes an environmental overview that identifies potential environmental sensitivities per the *National Environmental Policy Act of 1969* (NEPA) guidelines. Most planned projects will require a separate NEPA study (environmental impact statement/environmental assessment/categorical exclusion) prior to construction.



WHO IS PREPARING THE MASTER PLAN?

The City has contracted with the airport planning firm of Coffman Associates, Inc. to undertake the airport master plan. Coffman Associates is an airport consulting firm that specializes in master planning and environmental studies. Coffman Associates will lead the planning team, with support from Strand Associates. Strand Associates is a locally based engineering firm that will provide support and offer insights into development alternatives and estimates of probable costs.

The airport master plan update will be prepared in accordance with FAA requirements, including Advisory Circular (AC) 150/5300-13B, *Airport Design* (as amended), and AC 150/5070-6C, *Airport Master Plans* (as amended). The plan will be closely coordinated with other planning studies relevant to the area and with aviation plans developed by the FAA and TxDOT. The plan will also be coordinated with the City of Brenham, as well as other local and regional agencies as appropriate.

GOALS AND OBJECTIVES

The primary goal of this master plan is to develop and maintain a financially feasible, long-term development program, which will satisfy aviation demand of the region; be compatible with community development, other transportation modes, and the environment; and enhance employment and revenue for the local area. Accomplishing this goal requires an evaluation of the existing airport to decide what actions should be taken to maintain a safe, adequate, and reliable facility.

Specific objectives of the study include the following:

- Evaluate the airport's Mission and Vision Statements, and if appropriate, recommend revisions to more accurately summarize the City's and airport's purpose and goals for the future
- Analyze the current situation at Brenham Municipal Airport by conducting an inventory of existing conditions and operational data
- Identify aviation demand forecasts for airport operations and based aircraft for 5, 10, and 20 years into the future
- Determine facility requirements necessary to meet forecasted demand
- Draft alternatives for airport development and operation, in line with facility requirements
- Select a preferred development concept, which will be reflected on the Airport Layout Plan (ALP)
- Develop a 20-year demand-based Capital Improvement Plan (CIP), including a recommended phasing plan
- Prepare an updated ALP drawing set of existing and proposed facilities
- Analyze the airport's business and development needs and recommend an implementation strategy to maximize airport revenue
- Develop a height and hazard zoning ordinance update to ensure proper protection of local and regional airspace is enforced



BASELINE ASSUMPTIONS

A long-range planning study requires several baseline assumptions that will be used throughout this analysis. The baseline assumptions for this study are as follows:

- Brenham Municipal Airport will continue to operate as a local general aviation airport through the 20-year planning period;
- The airport will continue to accommodate general aviation tenants, as well as itinerant and/or local aircraft operations by air taxi, general aviation, and military operators;
- The aviation industry will develop through the planning period as projected by the FAA. Specifics of projected changes in national aviation industries are described in Chapter Two – Forecasts;
- The socioeconomic characteristics of the region will generally change as forecast (see Chapter Two); and,
- A federal and state airport improvement program will be in place through the planning period to assist in funding future capital development needs.

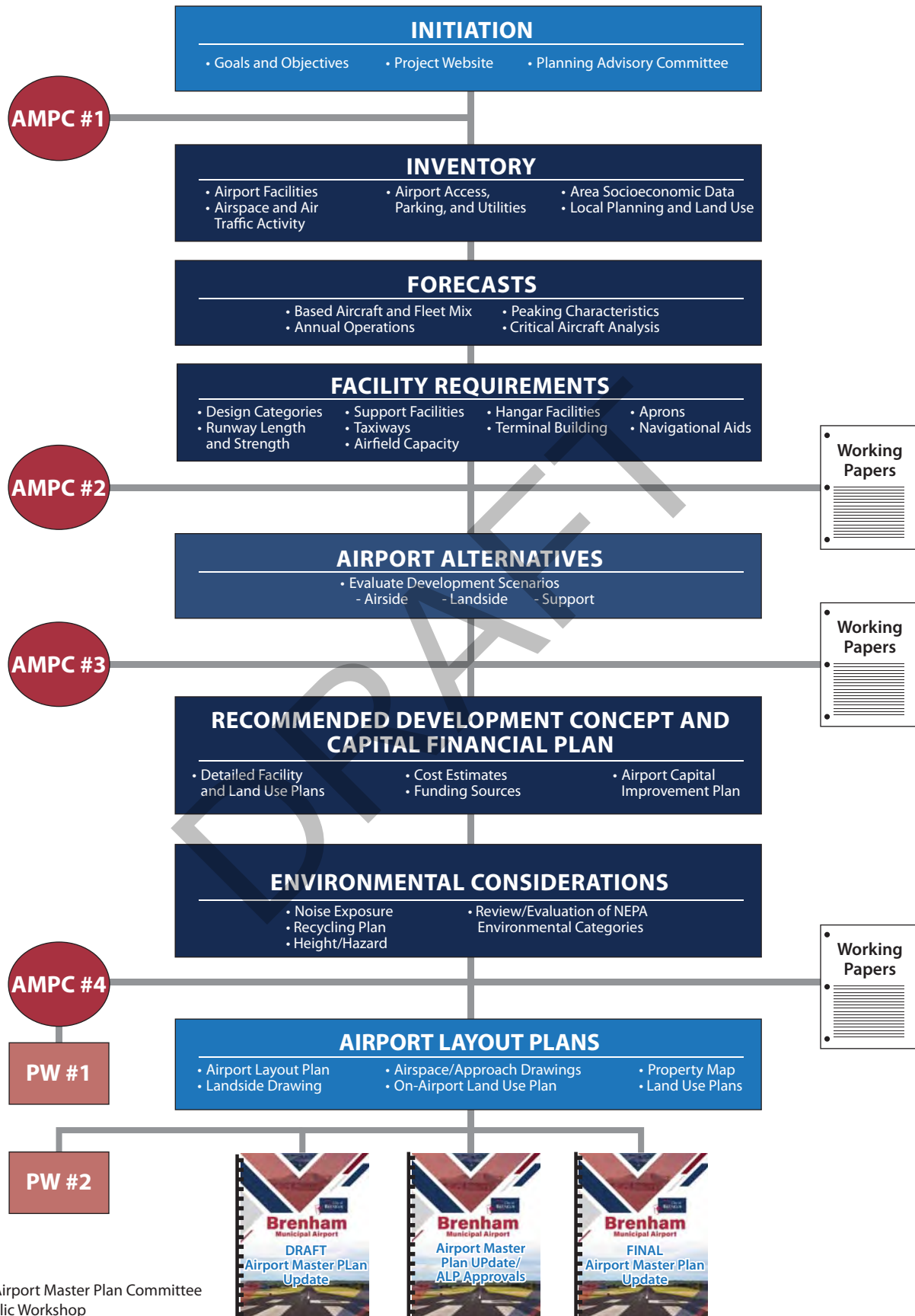
MASTER PLAN ELEMENTS AND PROCESS

The master plan has eight elements that are intended to assist in the evaluation of future facility needs and provide the supporting rationale for their implementation. **Exhibit IA** provides a graphical depiction of the process involved with the study.

Element 1 – Initiation includes the development of the scope of services and schedule, as well as the establishment of a Airport Master Plan Committee (AMPC). A custom project website will be developed to house draft materials and allow for public comment and will be maintained for the duration of the study. General background information will be established that includes outlining the goals and objectives to be accomplished during the master Plan.

Element 2 – Inventory is focused on collecting and assembling relevant data pertaining to the airport and the area it serves. Information is collected on existing facilities and operations. Local economic and demographic data is collected to define the local growth trends, and environmental information is gathered to identify potential environmental sensitivities that might affect future improvements. Planning studies which may have relevance to the master plan are also collected.

Element 3 – Forecasts examines the potential aviation demand at the airport. The analysis utilizes local socioeconomic information, as well as national air transportation trends to quantify the levels of aviation activity which can reasonably be expected to occur at Brenham Municipal Airport over a 20-year period. An existing and ultimate critical aircraft, based upon AC 150/5000-17, *Critical Aircraft and Regular Use Determination*, is also established to determine future planning design standards. The results of this effort are used to determine the types and sizes of facilities which will be required to meet the projected aviation demand at the airport through the planning period. This element is one of two elements that are submitted to TxDOT and FAA for approval.



AMPC: Airport Master Plan Committee
PW: Public Workshop



Element 4 – Facility Requirements determines the available capacities of various facilities at the airport, whether they conform with FAA standards, and what facility updates or new facilities will be needed to comply with FAA requirements and/or projected 20-year demand.

Element 5 – Airport Alternatives considers a variety of solutions to accommodate projected airside and landside facility needs through the long-term planning period. An analysis is completed to identify the strengths and weaknesses of each proposed development alternative, with the intention of determining a single direction for development.

Element 6 – Airport Plans and Land Use Compatibility provides both a graphic and narrative description of the recommended plan for the use, development, and operation of the airport. Updated ALP drawings will be developed based on the recommended development concept. The ALP set is used by the FAA and TxDOT in determining grant eligibility. This element is the second element of the study that is submitted to TxDOT and the FAA for approval. The recommended plan will be examined from an environmental perspective to provide information that will help expedite subsequent environmental review under NEPA. A recycling plan is also developed to assess the airport's existing waste management program and develop recommendations for improving on-airport recycling. This element also includes a review of land use controls and zoning ordinances and an update to the airport's noise contours.

Element 7 – Financial Management and Development analyzes the costs that may be associated with the development plan, with in-depth financial analysis to estimate capital funds required from federal and state grant-in-aid programs. A 20-year capital program and development schedule that prioritizes projects will be established. Tenant lease agreements will also be evaluated and methods for improving lease management will be explored.

Element 8 – Final Reports and Approvals provide documents which depict the findings of the study effort and present the study and its recommendations to appropriate local organizations. The final document incorporates the revisions to previous working papers prepared under earlier elements into a usable Master Plan document.

COORDINATION AND OUTREACH

The Brenham Municipal Airport Master Plan is of interest to many within the local community and region. This includes local citizens, local businesses, community organizations, City officials, airport users/tenants, and aviation organizations. As a component of the regional, state, and national aviation systems, the airport is of importance to both state and federal agencies responsible for overseeing the air transportation system.

To assist in the development of the master plan, an AMPC was established to act in an advisory role during preparation of the study. Committee members are scheduled to meet four times at designated points during the study to review study materials and provide comments to help ensure that a realistic, viable plan is developed.



Draft working paper materials will be prepared at various milestones in the planning process. The working paper process allows for timely input and review during each step within the master plan to ensure that all issues are fully addressed as the recommended program develops.

Two open-house public information workshops will also be conducted as part of the study coordination and outreach efforts. Workshops are designed to allow all interested persons to become informed and provide input concerning the master plan process. Notices of meeting times and locations will be advertised through local media outlets, and all draft reports, meeting notices, and materials will be made available to the public on the project website at <https://brenham.airportstudy.net/>

SWOT ANALYSIS

A SWOT analysis is a strategic business planning technique used to identify **S**trengths, **W**eaknesses, **O**pportunities, and **T**hreats associated with an action or plan. The SWOT analysis involves identifying an action, objective, or element, and then identifying the internal and external forces that are positively and negatively impacting that action, objective, or element in a given environment. A SWOT analysis was conducted with the AMPC in June 2022. A summary of this exercise and discussion is included below.

SWOT DEFINITIONS

This SWOT analysis groups information into two categories:

- **Internal** – attributes of the airport and market area that may be considered strengths or weaknesses to the action, objective, or element.
- **External** – attributes of the aviation industry that may pose as opportunities or threats to the action, objective, or element.

The SWOT further categorizes information into one of the following:

- **Strengths** – internal attributes of the airport that are helpful to achieving the action, objective, or element.
- **Weaknesses** – internal attributes of the airport that are harmful to achieving the action, objective, or element.
- **Opportunities** – external attributes of the industry that are helpful to achieving the action, objective, or element.
- **Threats** – external attributes of the industry that are harmful to achieving the action, objective, or element.

It is important to note that some attributes may fit into multiple categories. For example, something can be considered both a strength and a weakness, depending on the perspective of the person or entity describing it.



S STRENGTHS	• 6,000-foot runway can accommodate a wide range of aircraft • Non-towered (easier, more convenient) • Good location (close to both Austin and Houston) • Unique events in Brenham draw visitors • GPS approaches below 1-mile to both runway ends • Airport surveillance radar (ASR) on-site • Convenient for emergency response • Popular restaurant on-site • Automated weather observing system (AWOS) on-site • Crew car available for pilots and passengers • Excellent support from city staff and community leaders
W WEAKNESSES	• Cost of fuel • 75-foot-wide runway • Lack of developable space within existing property boundary • Lack of aircraft storage space, including lack of transient hangar • Lack of aircraft parking apron space • Water and other utilities need to be upgraded • Not part of the Avfuel card program • Geographical constraints, including road network • No fire suppression capability • Lack of security features (inadequate fencing, cameras, etc.) • Access road does not extend to all hangars • General upgrades and maintenance needed (taxiway lighting; limited hangar/apron lighting) • No white glove service • No 3-phase electric power
O OPPORTUNITIES	• White glove service • Transient hangar space • Encroachment from Austin and Houston brings money to Brenham • Transition to “executive” airport • Increased funding opportunities with 2022 infrastructure bill • On-airport flight training school • Updating policies (leases, etc.) • Updating branding and messaging
T THREATS	• Electric aircraft • Competition from other airports in the area • Adjacent land ownership • Surrounding land uses & encroachment (residential development on east side) • National pilot shortage

AIRPORT MISSION AND VISION

To be both effective and proactive, organizations – including airports – should develop guiding statements. Guiding statements are written documents developed by key stakeholders that lay out a plan for the organization’s future. These statements include elements such as the organization’s mission and vision and provide direction for everything that happens within the organization. These statements are action oriented, with a focus on developing measurable objectives and achieving goals.

MISSION STATEMENT

A mission statement summarizes the purpose and goals of an organization. It conveys what the organization does and what its primary contribution is. The overarching purpose of an airport’s mission statement is to guide decision-making and dictate conduct at all levels, and also to shape performance on a day-to-day basis. Therefore, it is crucial that all aspects of the operation and management of an airport be linked to its mission statement.



Mission Statement Options

1. Brenham Municipal Airport will operate in a safe and efficient manner while offering high-quality services and reliability to all users. The Airport will continue to seek opportunities for growth and increased economic output.
2. The mission of Brenham Municipal Airport is to function as a premier general aviation airport by providing superior facilities and reliable services. The airport will prioritize safety and efficiency while serving as an economic development engine for the City.
3. The mission of the Brenham Municipal Airport is to be a major driver in the economic growth of the Brazos Valley. The Airport will remain competitive by providing first-class customer service, maintaining safety, and increasing regional access.
4. To provide exceptional general aviation services to the City of Brenham and the region, while serving as a reliable community asset that contributes to the local economy. The airport shall continue to evolve to meet the changing needs of aviation users.

Selected Mission Statement

The mission of Brenham Municipal Airport is to be a premier general aviation airport by providing superior facilities and reliable services. The Airport will prioritize safety and efficiency while serving as an economic development engine for the Brenham/Washington County Community.

VISION STATEMENT

A vision statement is an extension of the mission statement. While a mission statement describes the “what” of an organization (i.e., its purpose and goals), the vision statement provides the “how.” In other words, a vision statement articulates the aspirations for the airport and defines how the airport will attain those ambitions.

Vision Statement Options

1. Brenham Municipal Airport will support the continued growth of the Brenham economy by providing high-quality aviation services.
2. Brenham Municipal Airport will strive to maintain financial solvency and will identify and pursue areas with revenue-generating potential on the airport.
3. Brenham Municipal Airport will elevate safety and efficiency for all airport users and visitors.



4. Brenham Municipal Airport will prioritize growth opportunities to broaden economic contributions and meet increasing aviation demand in the region.
5. Brenham Municipal Airport will focus on attracting more cabin class and jet aircraft to stay abreast with evolving trends in aviation.

Selected Vision Statement

Brenham Municipal Airport will support the continued growth of the Brenham economy by offering reliable, high-quality aviation services.

DRAFT

**A complete copy of the Airport Master Plan
can be found at:
www.Brenham.AirportStudy.net**



Regular City Council
AGENDA ITEM 7.

Agenda Item: Public Hearing, Discussion and Possible Action on an Ordinance on Its First Reading for the Creation of Reinvestment Zone No. 52 Requested by 209 S. Market Street, LLC. for Commercial Tax Phase-In Incentive on That Certain 2,646 Square Feet of Land, Generally Located at 209 S. Market Street, Brenham, Texas, Being More Fully Described in Exhibit “A” of the Ordinance Creating Reinvestment Zone No. 52, and Designating This Property as Qualifying for Tax Phase-In

Meeting Type: Special Meeting-August 29, 2023

Department: Economic Development

Staff Contact: Teresa Rosales

SUMMARY STATEMENT:

209 S. Market, LLC is being modernized to become an entertainment and meeting venue and bar in downtown Brenham. When purchased, the building was in need of much needed maintenance including masonry work, window/door sealing, repairing fire suppression system and repairing patio, wood flooring and interior walls.

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

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

ATTACHMENTS:

- (1) Ordinance for First Reading
- (2) Exhibit A to Ordinance

RECOMMENDED ACTION:

Approve an Ordinance on Its first reading for the creation of Reinvestment Zone No. 52 requested by 209 S Market Street, LLC. for Commercial Tax Phase-In Incentive on that certain 2,646 square feet of land, generally located at 209 S Market Street, Brenham, Texas, being more fully described in Exhibit “A” of the Ordinance creating Reinvestment Zone No. 52, and designating this property as qualifying for Tax Phase-In.

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED AND APPROVED, on its first reading this the _____ day of August 2023.

PASSED AND APPROVED, on its second reading this the ____ day of September 2023.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

EXHIBIT “A”

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



Regular City Council
AGENDA ITEM 8.

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-23-030 Adopting a Commercial Tax Phase-In Agreement Between the City of Brenham and MIC Group, LLC

Meeting Type: Special Meeting-August 29, 2023

Department: Economic Development

Staff Contact: Teresa Rosales

SUMMARY STATEMENT:

MIC Group, LLC is a precision manufacturing and electromechanical assembly manufacturing company that has been in operation over 60 years. The company would like to expand operations and is purchasing additional manufacturing equipment.

They plan to increase their workforce from 130 to 175 and this project has a total capital investment of \$6,000,000.

ATTACHMENTS:

- (1) Resolution No. R-23-030
- (2) Tax Phase In Agreement with MIC Group LLC

RECOMMENDED ACTION:

Approve Resolution No. 23-030 adopting a commercial tax phase-in agreement between the City of Brenham and MIC Group, LLC.

RESOLUTION NO. R-23-030

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

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

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

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

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

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

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

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

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

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

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

RESOLVED this 29th day of August, 2023.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

**AGREEMENT FOR DEVELOPMENT AND TAX PHASE-IN
IN REINVESTMENT ZONE NO. 51 FOR COMMERCIAL TAX PHASE-IN,
CITY OF BRENHAM, TEXAS**

THE STATE OF TEXAS

COUNTY OF WASHINGTON

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

WITNESSETH:

The City Council of the City of Brenham, Texas ("COUNCIL") on February 20, 1992, adopted by resolution a policy for the creation of tax abatement zones in the City of Brenham ("POLICY"). Said POLICY was amended by COUNCIL on April 2, 1992, amended on June 4, 1992, and re-adopted on December 1, 1994, November 20, 1997, October 21, 1999, November 1, 2001, January 15, 2004, December 20, 2007, December 17, 2009, December 15, 2011, December 5, 2013, February 18, 2016 (as amended), December 7, 2017, December 19, 2019, and on May 4, 2023 (entitled "City of Brenham Policy Statement on Property Tax Phase-In Incentive for Selected Commercial Enterprises"). Said POLICY is attached hereto as Exhibit "A" and incorporated herein for all purposes. On July 13, 2023, the COUNCIL, by Ordinance, established Reinvestment Zone No. 51 for Commercial Tax Phase-In, City of Brenham, Texas ("ZONE") as authorized by V.T.C.A., Texas Tax Code Chapter 312. Said Ordinance No. O-23-021 is attached hereto as Exhibit "B" and incorporated herein for all purposes.

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

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

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

1. **Location of Tax Phase-In.** The property that is the subject matter of this Agreement is
the land and improvements located at 3140 S. Blue Bell Road, Brenham, Texas and described
more particularly as all of that certain 16.291 acre tract of land being comprised of Lot 1, Industrial
Park of Brenham as recorded in Plat Slide 190-A and B of the Plat Records of Washington County
(P.R.W.C.) and Lot 5, Brenham Business Center, Phase I, as shown on the Boundary Line
Adjustment plat recorded in Plat Slide 425-A (P.R.W.C.) in Washington County, Texas, being the
same property described in Deed dated December 17, 2010 from MIC Group, LLC to Poindexter
Properties, LLC as recorded in Volume 1360, Page 392, Official Records of Washington County,
Texas and being further described in Exhibit "C", attached hereto and incorporated herein for all
purposes, and which property is hereinafter referred to as "PREMISES."

2. **Improvements.** In consideration of COMPANY'S construction of at least Six
Million and No/100 Dollars (\$6,000,000.00) of eligible property improvements to said
PREMISES, including fixed machinery and equipment, CITY agrees that, subject to the terms and

conditions contained herein, eligible improvements and renovations to the above described PREMISES shall be entitled to tax phase-in incentives in accordance with the schedule as provided in “Table 1A – Property Improvements by an Existing Local Business”, and tax phase-in incentives in accordance with the schedule as provided in “Table 2 – Jobs Created & Retained – by Existing Businesses or New/Relocating Businesses”, said Tables being set out in the attached Exhibit “A” incorporated herein for all purposes, and that upon the expiration of such tax phase-in incentives this Agreement shall terminate.

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

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

3. **Submission of Plans.** COMPANY agrees that the site plan, interior and exterior design drawings and materials ("PLANS") for each improvement will be submitted to CITY and/or its designated representative for its approval when available. An official set of PLANS will be designated by the COMPANY and will be kept on file with the CITY.

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

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

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

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

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

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

8. **Tax Recapture.** In the event COMPANY (i) does not construct the improvements and renovations to the PREMISES as contemplated by this Agreement, (ii) fails to use the

PREMISES for the purposes that are contemplated by this Agreement, (iii) fails to comply with the terms of the “City of Brenham Policy Statement on Property Tax Phase-In Incentive for Selected Commercial Enterprises”, or (iv) otherwise fails to comply with the terms of this Agreement, then the CITY shall have the right to terminate this Agreement and recapture the amount of all property taxes abated as a result of this Agreement in accordance with Texas Tax Code Sec. 312.205 and the POLICY after written notice of intended recapture by CITY to COMPANY and failure to cure by COMPANY within thirty (30) days of said notice.

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

If COMPANY does not comply with this Agreement within thirty (30) days of written notice of such "default", CITY reserves the right to terminate this Agreement and terminate the

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

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

COMPANY shall, on or before October 15 of each calendar year, submit a sworn statement to the CITY’S Compliance Review Committee that COMPANY is in compliance with this Agreement, including such information as may be necessary to verify compliance (e.g. employment and payroll information), subject to verification by the City of Brenham and/or the Compliance Review Committee

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

The estimated value of eligible property improvements for tax phase-in incentives is at least Six Million and No/100 Dollars (\$6,000,000.00). Notwithstanding anything contained herein to the contrary, COMPANY and CITY agree that the amount of eligible property improvements and jobs created & retained as set forth herein are based on projected property improvement and personnel employed, and the actual amount of tax phase-in incentives shall be determined annually by Table 1A and Table 2 of the POLICY based on the actual eligible improvements and the actual number of employees. COMPANY agrees to reasonably cooperate with CITY to determine compliance with this Agreement and the applicable level of tax phase-in incentives.

11. **Certificate of Compliance.** Upon completion of the improvements and renovations to the PREMISES, COMPANY shall submit to CITY a sworn Certificate of Compliance certifying that all construction of the improvements and renovations to the PREMISES has been completed in accordance with the approved plans. After receipt of this Certificate of Compliance, CITY shall make a final inspection of PREMISES to determine whether the improvements and renovations have been constructed and installed in compliance with this

Agreement. Upon so finding, CITY shall approve such a Certificate of Compliance and authorize tax phase-in to commence on January 1 of the year indicated in said certificate and terminate after the property has received the tax phase-in incentives as provided by this Agreement and Exhibit "A."

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

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

- Land;
- Animals;
- Inventories;
- Supplies;
- Tools;
- Furnishings and other forms of movable personal property (except as described as "eligible property" above);
- Vehicles;
- Vessels;
- Aircraft;
- Hotels/motels;
- Housing or residential property;
- Fauna;
- Flora (excluding landscaping improvements);
- Retail facilities;
- Deferred maintenance investments;
- Improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion;
- Any improvements including those to produce, store or distribute natural gas or fluids that are not integral to the operation of the facility; or
- Property owned or used by the State of Texas or its political subdivisions or by any organization owned operated or directed by a political subdivision of the State of

Texas.

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

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

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

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

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

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

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

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

21. **Notice.** Whenever notice or other communication is herein required to be given to COMPANY or to CITY, such notice will be sent, respectively, to the attention of COMPANY'S President or other designated officer at the address of Company's facility in the reinvestment ZONE, or to the attention of the City Manager at the address of said City Manager's then-current office location, via certified or registered mail, return receipt requested. Such notice will be considered effectively delivered when sent if such is properly addressed and sent and the return

receipt is received by the sender, or if addressee fails to receive or accept delivery and the undelivered item is returned to sender.

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

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

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

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

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

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

MIC GROUP, LLC

Name: Brad Leuschner
Title: Chief Financial Officer
Address: _____

CITY OF BRENHAM, TEXAS

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

ATTEST:

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

THE STATE OF TEXAS

COUNTY OF WASHINGTON

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

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

Notary Public in and for
the State of Texas

THE STATE OF TEXAS

COUNTY OF WASHINGTON

Before me, the undersigned authority, on this day personally appeared **BRAD LEUSCHNER**, Chief Financial Officer of MIC GROUP, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

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

Notary Public in and for
the State of Texas

Exhibit "A"

CITY OF BRENHAM

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

Policy Adoption Date: May 4, 2023

I. PURPOSE

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

II. DEFINITION OF TAX PHASE-IN INCENTIVE

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

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

III. GUIDELINES AND CRITERIA

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

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

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

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

(4) Community Impact

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

The revitalization of a depressed area;

The business opportunities of existing local businesses;

The alternative development possibilities for proposed site;

The impact on other taxing entities;

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

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

IV. TAX PHASE-IN INCENTIVE AUTHORIZED

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

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

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

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

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

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

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

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

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

V. APPLICATION PROCESS

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

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

VI. PUBLIC HEARING

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

VII. AGREEMENT

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

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

VIII. ADMINISTRATION

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

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

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

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

Compliance will be monitored in the following manner:

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

IX. DEFAULT

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

In the event that the company or individual:

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

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

X. ASSIGNMENT

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

XI. SUNSET PROVISION

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

XII. SEVERABILITY AND LIMITATIONS

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

XIII. VARIANCE

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

GLOSSARY

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

EXHIBIT A
PRIMARY JOBS EMPLOYER DEFINITION

Sec. III (a)

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

"Primary job" means a job that is:

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

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

EXHIBIT B
TAX PHASE-IN INCENTIVE SCHEDULES

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

TABLE 1 (earns 50% of incentive)

1A - Property Improvements by an Existing Local Business

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

1B - Property Improvements by a New Business

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

TABLE 2 (earns 50% of incentive)

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

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

TABLE 3 Downtown Zone

Amount of valuation of
downtown reinvestment
determined by tax appraisal:

Percent of property tax to be abated each year

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

**EXHIBIT C
MAP OF DOWNTOWN ZONE**

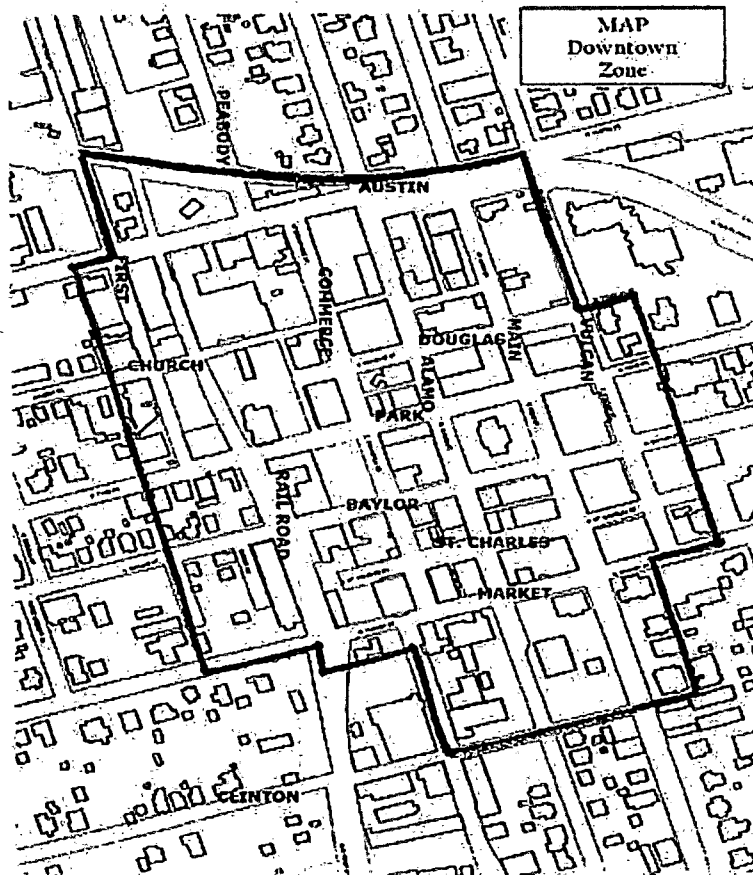


Exhibit “B”

ORDINANCE NO. O-23-021

AN ORDINANCE DESIGNATING ALL OF THAT CERTAIN 16.291 ACRE TRACT OR PARCEL OF LAND BEING COMPRISED OF LOT 1, INDUSTRIAL PARK OF BRENHAM AS RECORDED IN PLAT SLIDE 190-A AND B OF THE PLAT RECORDS OF WASHINGTON COUNTY (P.R.W.C.) AND LOT 5, BRENHAM BUSINESS CENTER, PHASE I, AS SHOWN ON THE BOUNDARY LINE ADJUSTMENT PLAT RECORDED IN PLAT SLIDE 425-A (P.R.W.C.), IN WASHINGTON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN A DEED DATED DECEMBER 17, 2010 FROM MIC GROUP, LLC TO POINDEXTER PROPERTIES, LLC, RECORDED IN VOLUME 1360, PAGE 392, OFFICIAL RECORDS OF WASHINGTON COUNTY, TEXAS, SAID PROPERTY BEING LOCATED AT 3140 S. BLUE BELL ROAD, BRENHAM, TEXAS, AND SAID PROPERTY BOUNDARIES BEING MORE FULLY DESCRIBED IN EXHIBIT “A” ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES, AS REINVESTMENT ZONE NUMBER FIFTY-ONE FOR COMMERCIAL TAX PHASE-IN, CITY OF BRENHAM, TEXAS AS PROVIDED IN CHAPTER 312, TEXAS TAX CODE; ESTABLISHING THE NUMBER OF YEARS FOR THE ZONE, AUTHORIZING AN AGREEMENT FOR EXEMPTION FROM TAXATION THE INCREASE IN VALUE OF CERTAIN PROPERTY IN ORDER TO ENCOURAGE DEVELOPMENT AND REDEVELOPMENT AND OTHER MATTERS RELATING THERETO; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

WHEREAS, on the 3rd day of August 2023, the City Council held a public hearing to receive comments concerning the designation of proposed Reinvestment Zone Number Fifty-One. The notice of such hearing was published on July 27, 2023, such date being not later than the seventh day before the date of the public hearing; and

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

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

WHEREAS, the designation of the proposed reinvestment zone is consistent with the City's policies adopted by Council Resolution No. R-23-015 on the 7th day of May 5, 2023, and will benefit the land included within the Reinvestment Zone after the expiration of the Agreement; and

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

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

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

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

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

- a) That the public hearing on the adoption of the reinvestment zone under the provisions of the Act has been properly called, held and conducted and that notice of such hearing has been published as required by law and has been sent to the respective taxing units within the proposed reinvestment zone; and

- b) That the City has jurisdiction to hold and conduct said public hearing on the creation of the proposed reinvestment zone pursuant to the Act; and
- c) That creation of the proposed reinvestment zone with boundaries described herein will result in improvements made after the passage of this Ordinance and the execution of tax phase-in agreements, that are feasible and practical and will benefit the City, its residents and property owners in the reinvestment zone; and
- d) That the proposed designation will be reasonably likely to contribute to the retention or expansion of primary employment or to attract major investments to the zone that would be a benefit to the property and contribute to economic development of the City.

Section 3. That the City hereby creates Reinvestment Zone Number Fifty-One, designated as all of a certain 16.291 acre tract or parcel of land being comprised of Lot 1, Industrial Park of Brenham as recorded in Plat Slide 190-A and B of the Plat Records of Washington County (P.R.W.C.) and Lot 5, Brenham Business Center, Phase I, as shown on the Boundary Line Adjustment plat recorded in Plat Slide 425-A (P.R.W.C.) in Washington County, Texas, being the same property described in Deed dated December 17, 2010 from MIC Group, LLC to Poindexter Properties, LLC as recorded in Volume 1360, Page 392, Official Records of Washington County, Texas, said property being located at 3140 S. Blue Bell Rd., Brenham, Texas, and said property boundaries being more fully described in Exhibit "A" attached hereto and incorporated herein for all purposes, and such reinvestment zone shall hereafter be identified as Reinvestment Zone Number Fifty-One for Commercial Tax Phase-In, City of Brenham, Texas.

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

Section 5. That written agreements as provided in the Act with owners of eligible property located within the reinvestment zone shall be for a period of up to ten (10) years, and that the eligible property that is subject to the above mentioned exemption from taxation shall be the improvements to the property in conformity with the City's criteria and guidelines, and written agreements shall provide for an exemption from taxation of the total increase in value of the eligible property over its value in the year the agreement is executed. The written agreement will require that all taxes be current at the time of execution of agreement and be kept current to all taxing entities during the term of said agreement.

- Section 6.** That said designation of Reinvestment Zone Number Fifty-One for Commercial Tax Phase-In and the written agreement thereof are in accordance with the City of Brenham’s “Policy Statement on Property Tax Phase-In Incentive for Selected Commercial Enterprises” and will be a benefit to the land which will be included within the Reinvestment Zone and to the City of Brenham after the expiration of the agreement.
- Section 7.** That if any provision of this Ordinance shall be held to be invalid or unconstitutional, the remainder of such ordinance shall continue in full force and effect the same as if such invalid or unconstitutional provision had never been a part of it.
- Section 8.** That it is hereby officially found and determined that the meeting at which this Ordinance is passed is open to the public as required by law and that public notice of the time, place and purpose of said meeting was given as required.

PASSED AND APPROVED, on its first reading this the 3rd day of August 2023.

PASSED AND APPROVED, on its second reading this the 29th day of August 2023.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

EXHIBIT “C”

16.291 acre tract of land being comprised of Lot 1, Industrial Park of Brenham as recorded in Plat Slide 190-A and B of the Plat Records of Washington County (P.R.W.C.) and Lot 5, Brenham Business Center, Phase I, as shown on the Boundary Line Adjustment plat recorded in Plat Slide 425-A (P.R.W.C.) in Washington County, Texas, being the same property described in Deed dated December 17, 2010 from MIC Group, LLC to Poindexter Properties, LLC as recorded in Volume 1360, Page 392, Official Records of Washington County, Texas.



Regular City Council
AGENDA ITEM 9.

Agenda Item: Discuss and Possibly Act Upon a Professional Services Agreement Between the City of Brenham and Strand Associates, Inc. Related to Surface Water Treatment Plant Rehab and Expansion (Project No. 63C-21C) and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Special Meeting-August 29, 2023

Department: Public Utilities

Staff Contact: Debbie Gaffey

SUMMARY STATEMENT:

The City wishes to enter into an agreement with Strand Associates, Inc. for engineering services related to the rehab and expansion of our surface Water Treatment Plant. The project will expand the Plant's treated water capacity from 6.984 MGD to 8.35 MGD. The entire project is expected to last 47 months with completion mid-Summer 2027. Engineering services include:

- Design services (18 months) at a fee not to exceed \$1,585,000
- Bidding-related services (5 months) at a fee not to exceed \$35,000
- Construction-related services (24 months) at a fee not to exceed \$900,000
- Total costs not to exceed \$2,520,000.

Proceeds from a 2024 Certificate of Obligation will be used to fund the contract.

ATTACHMENTS:

(1) Surface WTP Rehab & Expansion

RECOMMENDED ACTION:

Approve the Professional Services Agreement with Strand Associates, Inc. for engineering services related to the Surface WTP Rehab and Expansion in an amount not to exceed \$2,520,000 and authorize the Mayor to execute any necessary documentation.

**PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
CITY OF BRENHAM
PROJECT NO. _____
SURFACE WATER TREATMENT PLANT REHAB AND EXPANSION**

THE STATE OF TEXAS §
 §
COUNTY OF WASHINGTON §

THIS AGREEMENT made on the _____ day of _____, 20____, entered into, and executed by and between the City of Brenham, Texas (the "City"), a municipal corporation of the State of Texas, and Strand Associates, Inc.[®] ("Engineer").

WITNESSETH:

WHEREAS, the City desires to rehabilitate and expand the City's existing surface water treatment plant, as further described in Part A of Attachment "A" (the "Project"); and

WHEREAS, the services of a professional engineering firm are necessary to provide land surveying, project planning, project design, and preparation of construction documents, and

WHEREAS, the Engineer represents that it is fully capable and qualified to provide professional engineering services to the City;

NOW, THEREFORE, the City and Engineer, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

**SECTION I
SCOPE OF AGREEMENT**

Engineer agrees to perform certain professional engineering 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 Engineer compensation as stated in Section VII.

**SECTION II
CHARACTER AND EXTENT OF SERVICES**

Engineer shall do all things necessary to render the engineering services and perform the Scope of Services with the professional skill and care ordinarily provided by

competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license. It is expressly understood and agreed that Engineer is an Independent Contractor in the performance of the services agreed to herein. It is further understood and agreed that Engineer 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. The City shall be under no obligation to pay for services rendered not identified in Attachment "A" without prior written authorization from the City.

SECTION III OWNERSHIP OF WORK PRODUCT

Engineer agrees that the City shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by Engineer pursuant to this Agreement. The City shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, 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. The City's use of any work product prepared by the Engineer for purposes other than for the intended project shall be at the City's sole risk and without liability to the Engineer.

SECTION IV TIME FOR PERFORMANCE

The time for performance of the Scope of Services will begin upon execution of this Agreement, which is anticipated on September 21, 2023. Services are scheduled for completion on October 1, 2027. Upon written request of Engineer, 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 Engineer has no control.

SECTION V COMPLIANCE AND STANDARDS

Engineer 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 Engineer's performance.

SECTION VI INDEMNIFICATION

To the fullest extent permitted by Texas Local Government Code Section 271.904, Engineer 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 Engineer, the Engineer's agent, consultant under contract, or another entity over which the Engineer exercises control.

SECTION VII ENGINEER'S COMPENSATION

For and in consideration of the services rendered by Engineer pursuant to this Agreement, the City shall pay Engineer 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 \$2,520,000, as identified in Attachment "A."

SECTION VIII TERMINATION

The City may terminate this Agreement at any time by giving written notice to Engineer. Upon receipt of such notice, Engineer 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, Engineer shall submit a sworn statement, showing in detail the services performed under this Agreement to the date of termination. The City shall then pay Engineer 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 designs, maps, studies, 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 Engineer at the following address:

Strand Associates, Inc.®
1906 Niebuhr Street
Brenham, TX 77833
Attn: Kelly M. Hajek, P.E.

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
P.O. Box 1059
Brenham, TX 77834
Attn: City Manager

SECTION X LIMIT OF APPROPRIATION

Prior to the execution of this Agreement, Engineer has been advised by the City and Engineer 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 Engineer may become entitled to hereunder and the total sum that the City shall become liable to pay to Engineer 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 Engineer 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. Engineer 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 ENGINEER

If authorized in writing by the City Manager, Engineer 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 Engineer, as defined in Attachment "A." These Additional Services, plus reimbursable expenses, will be paid for by the City on the basis set forth in Attachment "A," up to the amount authorized in writing by the City.

SECTION XIV CONFLICTS OF INTEREST

Pursuant to the requirements of the Chapter 176 of the Texas Local Government Code, Engineer shall fully complete and file with the City Secretary a Conflict of Interest Questionnaire.

SECTION XV PAYMENT TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

Invoices for Basic and Additional Services and reimbursable expenses will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to the City by Engineer at least monthly. Invoices are due and payable thirty (30) days after receipt by the City. Non-payment within 45 days of receipt of invoice by the City, may at Engineers option, result in suspension of services upon 5 days written notice to the City. Upon receipt of payment in full Engineer will resume services without liability to City for such suspension.

SECTION XVI INSURANCE

Engineer 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 Engineer 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 Engineer, and no provision of this Agreement shall be interpreted to grant or convey to any other person any benefits or rights.

D. Engineer 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

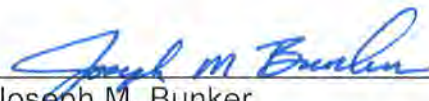
residence to the United States, or (b) authorized by law to be employed in that manner in the United States.

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 Strand Associates, Inc.[®], acting by and through its duly authorized officer/representative, does now sign, execute, and deliver this instrument.

EXECUTED on this _____ day of _____, 20____.

ENGINEER:

STRAND ASSOCIATES, INC.[®]


Joseph M. Bunker
Corporate Secretary

8/2/23
Date

ATTEST:

CITY OF BRENHAM, TEXAS

Jeana Bellinger
City Secretary

Date

Atwood C. Kenjura
Mayor

Date

ATTACHMENT "A"

PART A—SCOPE OF SERVICES

CITY OF BRENHAM
PROJECT NO. _____
SURFACE WATER TREATMENT PLANT REHAB AND EXPANSION

Description of Project

This project consists of rehabilitation and expansion of the City's existing surface water treatment plant (WTP) as defined in the recently completed Water Source Evaluation and Water Treatment Plant Expansion Plan prepared by Engineer. The rehabilitation and expansion include potential improvements and expansion of the low lift pump station; rapid mix following the injection of coagulants and polymers; concrete repairs to the clarifiers; walkways and handrails modifications; tube settlers for the clarifiers; a new solids contact basin with a capacity of approximately 4.35 million gallons per day; rehabilitation of four existing filter basins, valves and actuators, and related controls; the addition of two new filters, three new transfer pumps, and a minimum of two new high-lift pumps; chemical feed modifications, including the addition of a bulk storage tank for coagulant; new backwash return pump, backwash sludge pump, and sludge pump and related piping and appurtenances; replacement of the existing supervisory control and data acquisition (SCADA) system at the main controller, along with the replacement of the SCADA human-machine interface system; and a new standby power generator.

A. Design Services

1. Visit the site and meet with the City for design kickoff meeting.
2. Hire a geotechnical subconsultant to perform up to six soil borings at a depth of up to 75 feet and provide geotechnical engineering recommendations.
3. Perform topographic field survey of the existing water treatment plant site (approximately 3.3 acres) and prepare background drawings. Topographic survey will include location of overhead and marked underground utilities within survey limits as field marked through Texas 811 locate requests. Submit one iteration of Texas 811 locate requests for the project site; additional requests and subsequent surveys will be considered additional services.
4. Prepare technical specifications and drawings for the rehabilitation of and expansion of the existing WTP as described in the Project Description.

5. Prepare Bidding Documents using Engineers Joint Contract Documents Committee C-700 Standard General Conditions of the Construction Contract, 2013 edition, technical specifications, and engineering drawings for one Construction Contract.
6. Facilitate and attend 30 percent, 60 percent, and 90 percent design meetings to review the updated opinion of probable construction cost (OPCC) and draft Bidding Documents with the City and incorporate review comments, as appropriate, into the final Bidding Documents.
7. Prepare and submit an OPCC and two copies of final Bidding Documents to the City.
8. Prepare and submit a cover letter, Texas Commission on Environmental Quality (TCEQ) Submittal Form 10233, Conventional Surface Water Plant Construction Checklist (Step 1), Conventional Surface Water Plant Use Checklist (Step 2), and sealed engineering drawings and technical specifications in accordance with TCEQ criteria to TCEQ for review.

B. Bidding-Related Services

1. Distribute Bidding Documents through CivCast and submit Advertisement to Bid to newspaper of the City's choice for publishing. City shall pay newspaper directly for advertising.
2. Attend one prebid meeting, answer questions, and prepare addenda during bidding, if necessary.
3. Attend bid opening, tabulate and analyze bid results, and assist City in the award of a Construction Contract.
4. Prepare up to two sets of Contract Documents for signature for the Construction Contract.

C. Construction-Related Services

1. Provide contract administration services, including attendance at a preconstruction conference, review of contractor's shop drawing submittals, review of contractor's periodic pay requests, attendance at construction progress meetings, periodic site visits, and participation in project closeout. Services are based on a 24-month construction schedule. Engineer's review of payment requests from contractor(s) will not impose responsibility to determine that title to any of the work has passed to City free and clear of any liens, claims, or other encumbrances. Any such service by Engineer will be provided through an amendment to this Agreement.

2. Provide record drawings in electronic format from information compiled from contractor's records. Engineer is providing drafting services only for record drawings based on the records presented to Engineer by contractor and the City. Engineer will not be liable for the accuracy of record drawing information provided by contractor and City.
3. Provide resident project representative for up to 2,000 hours of part-time observation of construction. Services are based on a 24-month construction schedule which will be adjusted if the schedule is extended. In furnishing observation services, Engineer's efforts will be directed toward determining for City that the completed project will, in general, conform to the Contract Documents; but Engineer will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.

D. Services Not Provided

1. Hazmat soil testing/evaluation
2. Wetland delineation
3. Flood studies
4. Archeological
5. Land/easement procurement
6. Design revisions after approval
7. Services related to buried waste and contamination
8. Geotechnical services for construction materials testing
9. Construction staking. Construction staking will be the contractor's responsibility.

PART B–BASIS OF COMPENSATION AND REIMBURSABLE EXPENSES

CITY OF BRENHAM PROJECT NO. _____ SURFACE WATER TREATMENT PLANT REHAB AND EXPANSION

The following represents the estimated maximum compensation for the scope of services documented in Attachment A, Part A of this Agreement. If services beyond those specifically identified are determined necessary during the Project, Engineer shall not proceed with those services until such time written approval of the scope and any additional fees are approved by the City Manager.

City shall compensate Engineer for all of the scope items described in Part A on a lump sum basis, not to exceed the amounts shown below.

Services	Fee
Design Services	\$1,585,000
Bidding-Related Services	\$35,000
Construction-Related Services	\$900,000
Total	\$2,520,000

ATTACHMENT "B"

INSURANCE

CITY OF BRENHAM

PROJECT NO. _____

SURFACE WATER TREATMENT PLANT REHAB AND EXPANSION



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/11/2023

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 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
Ansay & Associates, LLC
2901 W Beltline Hwy, Suite 202
Madison WI 53713

CONTACT NAME: Connie Easland

PHONE (A/C, No, Ext): 608-828-0232

FAX (A/C, No): 608-831-4777

E-MAIL ADDRESS: connie.easland@ansay.com

INSURED
Strand Associates, Inc.
910 W Wingra Drive
Madison WI 53715

STRAASS-01

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Travelers Property Casualty Co of America

25658

INSURER B : Travelers Indemnity Co of Connecticut

25682

INSURER C : The Travelers Indemnity Co.

INSURER D :

INSURER E :

INSURER F :

COVERAGES

CERTIFICATE NUMBER: 809553318

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY			P-630-1W455660-TIA-23	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 5,000
	☒ 1,000						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☒ PRO-JECT ☒ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY			BA-1W469615-23-43-G	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS						\$
	☒ NON-OWNED AUTOS						
A	☒ UMBRELLA LIAB			CUP-1W474601-23-43	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 2,000,000
	☐ EXCESS LIAB						AGGREGATE \$ 2,000,000
	☐ OCCUR						\$
	☐ CLAIMS-MADE						
	DED ☒ RETENTION \$ 10,000						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			LIB-1W473211-23-43-E	1/1/2023	1/1/2024	☒ WC STATUTORY LIMITS ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.I. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.I. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.I. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Strand PN#: 3900.280 - Surface Water Treatment Plant Rehabilitation & Expansion

CERTIFICATE HOLDER

City of Brenham, Texas
Attn: City Manager
PO Box 1059
Brenham TX

CANCELLATION

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

© 1988-2010 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/11/2023

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 Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
INSURED Strand Associates, Inc. 910 West Wingra Drive Madison, WI 53715	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Continental Casualty Company	20443	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Continental Casualty Company	20443														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: W29829019

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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	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				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			AEH113974097	07/11/2023	07/11/2024	Per Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Strand PN#: 3900.280 - Surface Water Treatment Plant Rehabilitation & Expansion.

CERTIFICATE HOLDER

City of Brenham, Texas
 Attn: City Manager
 PO Box 1059
 Brenham, TX 77834

CANCELLATION

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

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Strand Associates, Inc.
Brenham, TX United States

Certificate Number:
2023-1061349

Date Filed:
08/17/2023

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Brenham

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Strand Project No. 3900.280
Engineering Services for Surface Water Treatment Plant Rehab and Expansion

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Strand Associates, Inc.	Brenham, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Joseph M. Bunker, and my date of birth is August 2, 1973

My address is 910 West Wingra Drive, Madison, WI, 53715, USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dane County, State of Wisconsin, on the 21 day of August, 2023
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



Regular City Council
AGENDA ITEM 10.

Agenda Item: Discuss and Possibly Act Upon a Professional Services Agreement Between the City of Brenham and Strand Associates, Inc. Related to Groundwater Supply Phase 1 (Project No. 63C-22C) and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Special Meeting-August 29, 2023

Department: Public Utilities

Staff Contact: Debbie Gaffey

SUMMARY STATEMENT:

The City wishes to enter into an agreement with Strand Associates, Inc. for engineering services related to Groundwater Supply Phase I. The purpose of this project is to augment the Lake Sommerville water source with a second groundwater supply via wells from the Loesch Street location. The City owns one active well at this location. During Phase I, this well, which is in the Jasper Aquifer, will be cleaned and tested. In addition, a second well into the Catahoula Aquifer will be constructed and tested. Test results will be used to initiate Phase II of the project which includes design and construction of treatment facilities, pumps, distribution piping and water storage. Phase I is expected to take 18 months.

The cost for Phase I engineering services is \$160,000. Proceeds from a 2024 Certificate of Obligation will be used to fund the contract.

ATTACHMENTS:

(1) PSA-Groundwater Supply Phase I

RECOMMENDED ACTION:

Approve the Professional Services Agreement with Strand Associates, Inc. for engineering services related to the Groundwater Supply Phase I in an amount of \$160,000 and authorize the Mayor to execute any necessary documentation.

**PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
CITY OF BRENHAM
PROJECT NO. 63C-22C
GROUNDWATER SUPPLY PHASE 1**

THE STATE OF TEXAS §
 §
COUNTY OF WASHINGTON §

THIS AGREEMENT made on the _____ day of _____, 20____, entered into, and executed by and between the City of Brenham, Texas (the "City"), a municipal corporation of the State of Texas, and Strand Associates, Inc.® ("Engineer").

WITNESSETH:

WHEREAS, the City desires to rehabilitate and test the existing Loesch Street Jasper Aquifer water well and construct one new Catahoula Aquifer well at the Loesch Street site, as further described in Part A of Attachment "A" (the "Project"); and

WHEREAS, the services of a professional engineering firm are necessary to provide land surveying, project planning, project design, preparation of construction documents, and bidding-related and construction-related services, and

WHEREAS, the Engineer represents that it is fully capable and qualified to provide professional engineering services to the City;

NOW, THEREFORE, the City and Engineer, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

**SECTION I
SCOPE OF AGREEMENT**

Engineer agrees to perform certain professional engineering 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 Engineer compensation as stated in Section VII.

SECTION II CHARACTER AND EXTENT OF SERVICES

Engineer shall do all things necessary to render the engineering services and perform the Scope of Services with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license. It is expressly understood and agreed that Engineer is an Independent Contractor in the performance of the services agreed to herein. It is further understood and agreed that Engineer 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. The City shall be under no obligation to pay for services rendered not identified in Attachment "A" without prior written authorization from the City.

SECTION III OWNERSHIP OF WORK PRODUCT

Engineer agrees that the City shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by Engineer pursuant to this Agreement. The City shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, 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. The City's use of any work product prepared by the Engineer for purposes other than for the intended project shall be at the City's sole risk and without liability to the Engineer.

SECTION IV TIME FOR PERFORMANCE

The time for performance of the Scope of Services will begin upon execution of this Agreement, which is anticipated on September 21, 2023. Services are scheduled for completion on March 31, 2025. Upon written request of Engineer, 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 Engineer has no control.

SECTION V COMPLIANCE AND STANDARDS

Engineer 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 Engineer's performance.

SECTION VI INDEMNIFICATION

To the fullest extent permitted by Texas Local Government Code Section 271.904, Engineer 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 Engineer, the Engineer's agent, consultant under contract, or another entity over which the Engineer exercises control.

SECTION VII ENGINEER'S COMPENSATION

For and in consideration of the services rendered by Engineer pursuant to this Agreement, the City shall pay Engineer 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 \$160,000, as identified in Attachment "A."

SECTION VIII TERMINATION

The City may terminate this Agreement at any time by giving written notice to Engineer. Upon receipt of such notice, Engineer 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, Engineer shall submit a sworn statement, showing in detail the services performed under this Agreement to the date of termination. The City shall then pay Engineer 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 designs, maps, studies, 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 Engineer at the following address:

Strand Associates, Inc.[®]
1906 Niebuhr Street
Brenham, TX 77833
Attn: Kelly M. Hajek, P.E.

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
P.O. Box 1059
Brenham, TX 77834
Attn: City Manager

SECTION X LIMIT OF APPROPRIATION

Prior to the execution of this Agreement, Engineer has been advised by the City and Engineer 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 Engineer may become entitled to hereunder and the total sum that the City shall become liable to pay to Engineer 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 Engineer 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. Engineer 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 ENGINEER

If authorized in writing by the City Manager, Engineer 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

Engineer, as defined in Attachment "A." These Additional Services, plus reimbursable expenses, will be paid for by the City on the basis set forth in Attachment "A," up to the amount authorized in writing by the City.

SECTION XIV CONFLICTS OF INTEREST

Pursuant to the requirements of the Chapter 176 of the Texas Local Government Code, Engineer shall fully complete and file with the City Secretary a Conflict of Interest Questionnaire.

SECTION XV PAYMENT TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

Invoices for Basic and Additional Services and reimbursable expenses will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to the City by Engineer at least monthly. Invoices are due and payable thirty (30) days after receipt by the City. Non-payment within 45 days of receipt of invoice by the City, may at Engineers option, result in suspension of services upon 5 days written notice to the City. Upon receipt of payment in full Engineer will resume services without liability to City for such suspension.

SECTION XVI INSURANCE

Engineer 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 Engineer 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 Engineer, and no provision of this Agreement shall be interpreted to grant or convey to any other person any benefits or rights.

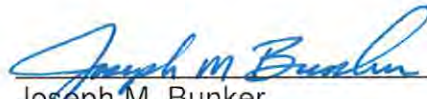
D. Engineer further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed 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 Strand Associates, Inc.[®], acting by and through its duly authorized officer/representative, does now sign, execute, and deliver this instrument.

EXECUTED on this _____ day of _____, 20____.

ENGINEER:

STRAND ASSOCIATES, INC.[®]

 8/21/23
Joseph M. Bunker Date
Corporate Secretary

ATTEST:

CITY OF BRENHAM, TEXAS

Jeana Bellinger Date
City Secretary

Atwood C. Kenjura Date
Mayor

ATTACHMENT "A"

PART A-SCOPE OF SERVICES

CITY OF BRENHAM
PROJECT NO. 63C-22C
GROUNDWATER SUPPLY PHASE 1

Description of Project

This project consists of rehabilitation and testing of the existing Loesch Street Jasper Aquifer Water Well and construction of a new Catahoula Aquifer Well at the Loesch Street site.

A. Design Services

1. Visit the site and meet with the City for design kickoff meeting.
2. Prepare a pollution hazard survey in accordance with Texas Commission on Environmental Quality (TCEQ) criteria and submit to TCEQ for review.
3. Prepare a preliminary engineering report that summarizes the findings of the pollution hazard survey, preliminary site, well rehabilitation, and new well design, and an opinion of probable construction cost (OPCC).
4. Facilitate and attend preliminary engineering report review meeting with the City. Incorporate feedback from the City, as appropriate, in finalized report.
5. Perform topographic field survey of the existing Loesch Street water well site (approximately 3.25 acres) and associated sanitary control easements (up to seven anticipated), and prepare background drawings. Topographic survey will include location of overhead and marked underground utilities within survey limits as field marked through Texas 811 locate requests. Submit one iteration of Texas 811 locate requests for the project site; additional requests and subsequent surveys will be considered additional surveys.
6. Prepare technical specifications and drawings for the rehabilitation of and testing of the existing Loesch Street Jasper Aquifer Water Well and one Catahoula Aquifer test well with the ability to be converted to a production well at the Loesch Street site. The Jasper Aquifer water well rehabilitation is anticipated to include televising the current condition of the well, wire-brushing and/or sonar-jetting, and then re-televising.

7. Prepare Bidding Documents using Engineers Joint Contract Documents Committee C-700 Standard General Conditions of the Construction Contract, 2013 edition, technical specifications, and engineering drawings for one Construction Contract.
8. Facilitate and attend 60 percent and 90 percent design meetings to review the draft Bidding Documents with the City and incorporate review comments, as appropriate, into the final Bidding Documents.
9. Submit two copies of Bidding Documents to the City.
10. Prepare an OPCC for the project and submit to the City.
11. Prepare and submit Proposed Water Supply Well Construction Checklist (Step 1) in accordance with TCEQ criteria to TCEQ for review.

B. Easement Services

Assist the City in preparing up to seven sanitary control easements and legal descriptions in accordance with TCEQ criteria for the existing and new well.

C. Bidding-Related Services

1. Distribute Bidding Documents through CivCast and submit Advertisement to Bid to newspaper of the City's choice for publishing. City shall pay newspaper directly for advertising.
2. Attend one prebid meeting, answer questions, and prepare addenda during bidding, if necessary.
3. Attend bid opening, tabulate and analyze bid results, and assist City in the award of a Construction Contract.
4. Prepare up to two sets of Contract Documents for signature for the Construction Contract.

D. Construction-Related Services

1. Provide contract administration services, including attendance at a preconstruction conference, review of contractor's shop drawing submittals, review of contractor's periodic pay requests, attendance at construction progress meetings, periodic site visits, and participation in project closeout. Services are based on a six-month construction schedule. Engineer's review of payment requests from contractor(s) will not impose responsibility to determine that title to any of the work has passed to City free and clear

of any liens, claims, or other encumbrances. Any such service by Engineer will be provided through an amendment to this Agreement.

2. Provide one iteration of construction staking for one water well. Additional staking iterations shall be considered extra services.
3. Provide record drawings in electronic format from information compiled from contractor's records. Engineer is providing drafting services only for record drawings based on the records presented to Engineer by contractor and the City. Engineer will not be liable for the accuracy of record drawing information provided by contractor and City.
4. Provide resident project representative for up to 80 hours of part-time observation of construction. Services are based on a 180-day construction schedule which will be adjusted if the schedule is extended. In furnishing observation services, Engineer's efforts will be directed toward determining for City that the completed project will, in general, conform to the Contract Documents; but Engineer will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.

E. Blending and Capacity Study

Perform blending and capacity study based on water quality and capacity test results from the existing well and new well.

F. Services Not Provided

1. Hazmat soil testing/evaluation
2. Wetland delineation
3. Flood studies
4. Archeological
5. Design revisions after approval
6. Services related to buried waste and contamination
7. Geotechnical services for design and construction materials testing

PART B—BASIS OF COMPENSATION AND REIMBURSABLE EXPENSES

CITY OF BRENHAM
PROJECT NO. 63C-22C
GROUNDWATER SUPPLY PHASE 1

The following represents the estimated maximum compensation for the scope of services documented in Attachment A, Part A of this Agreement. If services beyond those specifically identified are determined necessary during the Project, Engineer shall not proceed with those services until such time written approval of the scope and any additional fees are approved by the City Manager.

City shall compensate Engineer for services in the lump sum amount of \$160,000.

ATTACHMENT "B"

INSURANCE

CITY OF BRENHAM
PROJECT NO. 43C-22C
GROUNDWATER SUPPLY PHASE 1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/11/2023

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 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 Ansay & Associates, LLC 2901 W Beltline Hwy, Suite 202 Madison WI 53713	CONTACT NAME: Connie Easland PHONE (A/C, No, Ext): 608-828-0232 FAX (A/C, No): 608-831-4777 E-MAIL ADDRESS: connie.easland@ansay.com
INSURED Strand Associates, Inc. 910 W Wingra Drive Madison WI 53715	INSURER(S) AFFORDING COVERAGE INSURER A : Travelers Property Casualty Co of America INSURER B : Travelers Indemnity Co of Connecticut INSURER C : The Travelers Indemnity Co. INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER: 1879604567

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ 1,000 GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☒ PRO-JECT ☒ LOC			P-630-1W455660-TIA-23	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			BA-1W469615-23-43-G	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB ☒ EXCESS LIAB DED ☒ RETENTION \$ 10,000			CUP-1W474601-23-43	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐ N / A		UB-1W473211-23-43-E	1/1/2023	1/1/2024	☒ WC STATU-TORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Strand PN#: 3900.281 - Groundwater Supply Phase 1

CERTIFICATE HOLDER

CANCELLATION

City of Brenham, Texas Attn: City Manager PO Box 1059 Brenham TX 77834	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 <i>Connie Easland</i>
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CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
08/11/2023

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 Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA		CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
INSURED Strand Associates, Inc. 910 West Wingra Drive Madison, WI 53715		INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 20443	

COVERAGES

CERTIFICATE NUMBER: W29829020

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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ ☐						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below ☐ Y/N ☐ N/A						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			AEH113974097	07/11/2023	07/11/2024	Per Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Strand PN#: 3900.281 - Groundwater Supply Phase 1

CERTIFICATE HOLDER**CANCELLATION**

City of Brenham, Texas
Attn: City Manager
PO Box 1059
Brenham, TX 77834

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

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2023-1061360

Date Filed:
08/17/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Strand Associates, Inc.
Brenham, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Brenham

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Strand Project No. 3900.281
Engineering Services for Groundwater Supply Phase 1

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Strand Associates, Inc.	Brenham, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Joseph M. Bunker, and my date of birth is August 2, 1973.

My address is 910 West Wingra Drive, Madison, WI, 53715, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dane County, State of Wisconsin, on the 21 day of August, 2023.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



Regular City Council
AGENDA ITEM 11.

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-23-031 Authorizing the Acceptance of Public Improvements in the Liberty Village Subdivision, Phase 3

Meeting Type: Special Meeting-August 29, 2023

Department: Development Services

Staff Contact: Stephanie Doland

SUMMARY STATEMENT:

DR Horton began construction of the Liberty Village Subdivision in 2020 which at build out will include the development of 321 single-family home lots, a neighborhood park and two detention ponds. Phase 1 of the Subdivision includes 122 single-family home lots and the infrastructure was completed and accepted by Council in May 2021. Phase 2 of the Subdivision includes an additional 96 lots and was accepted by Council in April 2023.

A third and final phase of construction began in February of 2022 for the construction of multiple residential streets, sidewalks, and the remaining 113 lots. Phase three consists of approximately 24.471 acres of land which is depicted in the attached subdivision plat document.

Since beginning civil construction, contractor Larry Young Paving on behalf of DR Horton has completed the required infrastructure improvements (water, sanitary sewer, streets, sidewalks, and storm drainage) which will serve Phase 3 of the Liberty Village Subdivision. Also serving this phase of the Subdivision is a lift station and detention pond which were completed in conjunction with Phase 2. Additionally, per the Planned Development District, sidewalks are included along both sides of all streets within the subdivision.

The public infrastructure improvements valued at a total of \$2,366,124 have been constructed and inspected according to the City of Brenham ordinances and regulations and are ready for acceptance by the City of Brenham.

ATTACHMENTS:

- (1) Resolution No. R-23-031
- (2) Plat Document
- (3) Acceptance Letter Sewer and Water
- (4) Acceptance Letter Streets and Storm

RECOMMENDED ACTION:

Approve Resolution No. R-23-031 authorizing the acceptance of public improvements in the Liberty Village Subdivision, Phase 3.

RESOLUTION NO. R-23-031

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, AUTHORIZING THE ACCEPTANCE OF CERTAIN PUBLIC INFRASTRUCTURE IMPROVEMENTS IN THE LIBERTY VILLAGE SUBDIVISION, PHASE 3; AND AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTATION

WHEREAS, Liberty Village Subdivision, Phase 3, consists of 113 residential Lots, Dedication of Local Public Roads and Common Area #7, being an approximately 24.471 acre subdivision developed by Continental Homes of Texas, L.P.; and

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

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

WHEREAS, the City of Brenham desires to formally accept the water, sewer, street, drainage improvements and other public infrastructure improvements within the Liberty Village Subdivision, Phase 3 depicted on Exhibit "A" for reference.

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

That the City of Brenham hereby accepts the water, sewer, street, and drainage improvements and other public infrastructure improvements in Liberty Village Subdivision, Phase 3, in the City of Brenham, Texas and authorizes the Mayor to execute any necessary documentation.

RESOLVED this 29th day of August 2023.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



Development Services and Engineering Division

200 W. Vulcan St.
Brenham, Texas 77833

P.O. Box 1059
Brenham, Texas 77834-1059

August 23, 2023

Continental Homes of Texas, LP
2700 Lakewell Dr.
College Station, Texas 77845

ATTN: Philip Bargas

RE: ACCEPTANCE OF WATER AND WASTEWATER LINES
Liberty Village Phase 3

Dear Mr. Bargas:

Please be advised that the water and wastewater lines in Liberty Village Phase 3 have been accepted by the City of Brenham. The inventory of water and wastewater lines are shown below. Dollar values shown represent real costs and include pertinent auxiliary items such as fire hydrants, valves, services, fittings, and manholes:

Water Lines

Associated Street	Side of Street (N/S/E/W)	Beginning		Ending		Length (ft.)	Pipe Size (in.)	Dollar Value
		Lat.	Long.	Lat.	Long.			
Legrand	N	N30.184407	W96.412656	N30.184394	W96.412693	13	8	\$1,210
Legrand	N	N30.184394	W96.412693	N30.184258	W96.413079	131	8	\$12,192
Legrand	N	N30.184258	W96.413079	N30.184221	W96.413275	64	8	\$5,957
Legrand	N	N30.184221	W96.413275	N30.184235	W96.413410	43	8	\$4,002
Legrand	N	N30.184235	W96.413410	N30.184242	W96.413475	21	8	\$1,955
Legrand	N	N30.184242	W96.413475	N30.184478	W96.414386	300	8	\$27,922
Legrand	N	N30.184478	W96.414386	N30.184415	W96.414616	76	8	\$7,074
Legrand	W	N30.184415	W96.414616	N30.184046	W96.414951	171	8	\$15,915
Legrand	W	N30.184046	W96.414951	N30.183273	W96.415651	359	8	\$33,413
Legrand	W	N30.183273	W96.415651	N30.183190	W96.415682	31	8	\$2,885
Legrand	W	N30.183190	W96.415682	N30.182882	W96.415782	116	8	\$10,796
Legrand	W	N30.182882	W96.415782	N30.182537	W96.415736	126	8	\$11,727
Legrand	W	N30.182537	W96.415736	N30.182246	W96.415600	115	8	\$10,703
Legrand	W	N30.182246	W96.415600	N30.182196	W96.415654	47	8	\$4,374
Legrand	S	N30.182196	W96.415654	N30.182257	W96.415288	60	8	\$5,584
Legrand	S	N30.182257	W96.415288	N30.182765	W96.413846	492	8	\$45,792
Grimes	E	N30.184394	W96.412693	N30.183922	W96.412473	185	8	\$17,218
Grimes	E	N30.183922	W96.412473	N30.182803	W96.411951	439	8	\$40,859
Robinson	E	N30.184235	W96.413410	N30.183995	W96.413443	88	8	\$8,190
Robinson	E	N30.183995	W96.413443	N30.183962	W96.413448	12	8	\$1,117
Robinson	E	N30.183962	W96.413448	N30.182792	W96.412902	459	8	\$42,720
Robinson	E	N30.182792	W96.412902	N30.182514	W96.412773	109	8	\$10,145

San Jacinto	E	N30.184046	W96.414951	N30.183928	W96.414778	69	8	\$6,422
San Jacinto	E	N30.183928	W96.414778	N30.183639	W96.414357	170	8	\$15,822
San Jacinto	E	N30.183639	W96.414357	N30.183376	W96.414131	119	8	\$11,076
San Jacinto	E	N30.183376	W96.414131	N30.182807	W96.413866	223	8	\$20,755
San Jacinto	E	N30.182807	W96.413866	N30.182765	W96.413846	17	8	\$1,582
San Jacinto	E	N30.182765	W96.413846	N30.182225	W96.413594	212	8	\$19,731

Gravity Sanitary Sewer Lines

Associated Route	Side of Street (N/S/E/W)	Beginning		Ending		Length (ft.)	Pipe Size (in.)	Dollar Value
		Lat.	Long.	Lat.	Long.			
Legrand	S	N30.184289	W96.412605	N30.184153	W96.412994	130	8	\$18,561
Legrand	S	N30.184153	W96.412994	N30.184112	W96.413213	67	8	\$9,566
Legrand	S	N30.184112	W96.413213	N30.184109	W96.413385	51	8	\$7,282
Legrand	S	N30.184109	W96.413385	N30.184153	W96.413640	78	8	\$11,137
Legrand	S	N30.184153	W96.413640	N30.184321	W96.414308	216	8	\$30,840
Legrand	S	N30.184321	W96.414308	N30.184310	W96.414451	42	8	\$5,997
Legrand	S	N30.184310	W96.414451	N30.184234	W96.414592	48	8	\$6,853
Legrand	E	N30.184234	W96.414592	N30.183991	W96.414815	109	8	\$15,563
Legrand	E	N30.183991	W96.414815	N30.183280	W96.415462	326	8	\$46,545
Legrand	E	N30.183280	W96.415462	N30.183077	W96.415586	79	8	\$11,279
Legrand	E	N30.183077	W96.415586	N30.182880	W96.415635	69	8	\$9,852
Legrand	E	N30.182880	W96.415635	N30.182641	W96.415615	83	8	\$11,850
Legrand	N	N30.182888	W96.414060	N30.182812	W96.414098	26	8	\$3,712
Legrand	N	N30.182812	W96.414098	N30.182356	W96.415395	438	8	\$62,536
Grimes	Across	N30.184243	W96.412583	N30.184062	W96.4129695	73	8	\$10,423
Grimes	W	N30.184062	W96.4129695	N30.183440	W96.412406	240	8	\$34,266
Grimes	W	N30.183440	W96.412406	N30.182851	W96.412131	227	8	\$32,410
Robinson	W	N30.184109	W96.413385	N30.183945	W96.413570	80	8	\$11,422
Robinson	W	N30.183945	W96.413570	N30.183788	W96.413524	55	8	\$7,853
Robinson	W	N30.183788	W96.413524	N30.183165	W96.413233	240	8	\$34,266
Robinson	W	N30.183165	W96.413233	N30.182579	W96.412960	226	8	\$32,267
San Jacinto	W	N30.183991	W96.414815	N30.183816	W96.414850	61	8	\$8,709
San Jacinto	W	N30.183816	W96.414850	N30.183545	W96.414460	154	8	\$21,987
San Jacinto	W	N30.183545	W96.414460	N30.183338	W96.414276	91	8	\$12,993

San Jacinto	W	N30.183338	W96.414276	N30.182888	W96.414060	173	8	\$24,700
San Jacinto	W	N30.182888	W96.414060	N30.182285	W96.413779	233	8	\$33,267

Date of Acceptance: August 23, 2023

One year warranty period begins on **August 23, 2023** and ends on **August 22, 2024** for the infrastructure listed above. One year surface correction warranty period begins on that end date and extends the warranty for surface corrections to streets one additional year.

Sincerely,



Stephanie Doland
Director of Development Services
City of Brenham

c: Daniel Beamon, PE

August 23, 2023

Continental Homes of Texas, LP
2700 Lakewell Dr.
College Station, Texas 77845

ATTN: Philip Bargas

RE: ACCEPTANCE OF STREETS AND STORM SEWER LINES
Liberty Village, Phase 3

Dear Mr. Bargas:

Please be advised that the streets and storm sewer in Liberty Village Phase 3 have been accepted by the City of Brenham. The inventory of streets and storm sewers are shown below. Dollar values shown represent real costs and include pertinent auxiliary items such as sidewalks, ramps, curb and gutter, storm sewer inlets and headwalls.

Streets

Associated Street	Traveling Direction	Beginning		Ending		Length (ft.)	Pavement Width (ft.)	Pavement SF	Dollar Value
		Lat.	Long.	Lat.	Long.				
Legrand	SW	N30.184334	W96.412626	N30.184294	W96.412742	40	26	1,040	\$8,288
Legrand	SW	N30.184294	W96.412742	N30.184217	W96.412960	75	26	1,950	\$15,540
Legrand	Along 300' radius curve to the right	N30.184217	W96.412960	N30.184175	W96.413520	180	31	5,580	\$44,468
Legrand	Along 300' radius curve to the right	N30.184175	W96.413520	N30.184191	W96.413588	22	31	682	\$5,435
Legrand	NW	N30.184191	W96.413588	N30.184358	W96.414236	214	31	6,634	\$52,868
Legrand	Along 125' radius curve to the left	N30.184358	W96.414236	N30.184242	W96.414660	149	39.5	5,886	\$46,903
Legrand	SW	N30.184242	W96.414660	N30.183938	W96.414936	141	31	4,371	\$34,834
Legrand	SW	N30.183938	W96.414936	N30.183329	W96.415491	283	31	8,773	\$69,914
Legrand	Along 300' radius	N30.183329	W96.415491	N30.182507	W96.415626	316	31	9,796	\$78,067

	curve to the left								
Legrand	SE	N30.18250 7	W96.41562 6	N30.18247 0	W96.41560 9	15	31	465	\$3,706
Legrand	Through knuckle	N30.18247 0	W96.41560 9	N30.18239 1	W96.41559 1	29	33.4	969	\$7,719
Legrand	Through knuckle	N30.18239 1	W96.41559 1	N30.18230 2	W96.41534 9	106	38.8	4,113	\$32,776
Legrand	Through knuckle	N30.18230 2	W96.41534 9	N30.18234 4	W96.41527 8	27	32.6	880	\$7,015
Legrand	NE	N30.18234 4	W96.41527 8	N30.18280 7	W96.41396 1	449	31	13,919	\$110,924
Grimes	SE	N30.18429 4	W96.41274 2	N30.18277 4	W96.41203 3	596	31	18,476	\$147,240
Robinson	Along 300' radius curve to the right	N30.18419 1	W96.41358 8	N30.18377 5	W96.41345 6	148	31	4,588	\$36,563
Robinson	SE	N30.18377 5	W96.41345 6	N30.18248 5	W96.41285 5	506	31	15,686	\$125,006
San Jacinto	SE	N30.18393 8	W96.41493 6	N30.18362 1	W96.41447 4	186	31	5,766	\$45,951
San Jacinto	Along 300' radius curve to the left	N30.18362 1	W96.41447 4	N30.18328 4	W96.41418 3	155	31	4,805	\$38,292
San Jacinto	SE	N30.18328 4	W96.41418 3	N30.18280 7	W96.41396 1	187	31	5,797	\$46,198
San Jacinto	SE	N30.18280 7	W96.41396 1	N30.18219 6	W96.41367 6	240	31	7,440	\$59,291

Storm Sewers

Associated Route	Side of Street (N/S/E/W)	Beginning		Ending		Length (ft.)	Pipe Size (in.)	Dollar Value
		Lat.	Long.	Lat.	Long.			
Legrand	N	N30.184379	W96.412647	N30.184362	W96.412695	58	24	\$10,059.46
Legrand	N	N30.184362	W96.412695	N30.184258	W96.412989	95	18	\$16,476.70
Legrand	Across	N30.184258	W96.412989	N30.184170	W96.412950	31	18	\$5,376.61
Legrand	N	N30.184240	W96.413540	N30.184210	W96.413426	31	18	\$5,376.61
Legrand	Across	N30.184210	W96.413426	N30.184110	W96.413352	39	18	\$6,764.12
Legrand	Across	N30.184289	W96.413721	N30.184187	W96.413762	34	18	\$5,896.92
Legrand	Across	N30.184387	W96.414103	N30.184284	W96.414138	34	18	\$5,896.92
Legrand	W	N30.184478	W96.414483	N30.184180	W96.414787	137	24	\$23,761.13
Legrand	Across	N30.184180	W96.414787	N30.184121	W96.414701	31	18	\$5,376.61
Legrand	W	N30.184180	W96.414787	N30.184017	W96.414937	71	24	\$12,314.16
Legrand	W	N30.184017	W96.414937	N30.183556	W96.415355	209	18	\$36,248.73
Legrand	Across	N30.184017	W96.414937	N30.183497	W96.415269	31	18	\$5,376.61
Legrand	S	N30.182781	W96.413889	N30.182666	W96.414216	107	24	\$18,557.96
Legrand	Across	N30.182666	W96.414216	N30.182754	W96.414257	31	18	\$5,376.61
Legrand	S	N30.182666	W96.414216	N30.182447	W96.414838	207	18	\$35,901.86

Legrand	S	N30.182447	W96.414838	N30.182535	W96.414879	31	18	\$5,376.61
Grimes	E	N30.184362	W96.412695	N30.184068	W96.412557	109	24	\$18,904.84
Grimes	Across	N30.184068	W96.412557	N30.184032	W96.412678	31	18	\$5,376.61
Grimes	E	N30.184068	W96.412557	N30.183509	W96.412316	214	18	\$37,115.93
Grimes	Across	N30.183509	W96.412316	N30.183473	W96.412418	31	18	\$5,376.61
Robinson	E	N30.184240	W96.413540	N30.183933	W96.413453	108	18	\$18,731.40
Robinson	Across	N30.183933	W96.413453	N30.183915	W96.413560	31	18	\$5,376.61
Robinson	E	N30.183933	W96.413453	N30.183513	W96.413275	158	18	\$27,403.35
Robinson	Across	N30.183513	W96.413275	N30.183478	W96.413376	31	18	\$5,376.61
Robinson	E	N30.182503	W96.412803	N30.182740	W96.412914	90	18	\$15,609.50
Robinson	Across	N30.182740	W96.412914	N30.182704	W96.413015	31	18	\$5,376.61
San Jacinto	E	N30.184017	W96.414937	N30.183795	W96.414638	120	18	\$20,812.67
San Jacinto	Across	N30.183795	W96.414638	N30.183720	W96.414706	31	18	\$5,376.61
San Jacinto	E	N30.182214	W96.413625	N30.182781	W96.413889	220	36	\$38,156.56
San Jacinto	E	N30.182781	W96.413889	N30.183049	W96.414014	100	18	\$17,343.89
San Jacinto	Across	N30.183049	W96.414014	N30.183014	W96.414115	31	18	\$5,376.61

Date of Acceptance: August 23, 2023

One year warranty period begins on **August 23, 2023** and ends on **August 22, 2024** for the infrastructure listed above. One year surface correction warranty period begins on that end date and extends the warranty for surface corrections to streets one additional year.

Sincerely,



Stephanie Doland
Director of Development Services
City of Brenham

c: Daniel Beamon, PE



Regular City Council
AGENDA ITEM 12.

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-23-032 Authorizing the Acceptance of Public Improvements in the Brenham Market Square Subdivision, Phase 1

Meeting Type: Special Meeting-August 29, 2023

Department: Development Services

Staff Contact: Stephanie Doland

SUMMARY STATEMENT:

Brenham Market Square is a 50+ acre multiple use development located at the intersections of South Market Street, Cantey Street and the US 290 Feeder Road. Phase 1 of the Subdivision includes the creation of four commercial lots along the US 290 Feeder Road, the development of two public streets, Nolan Street and Ryan Street and associated utility improvements including storm sewer. The civil plans for the project were approved in May 2022 and construction began shortly thereafter on utilities, streets, sidewalks and storm sewer infrastructure.

Since beginning civil construction, contractor TRW Contracting, LLC on behalf of Brenham Market Square have completed the required infrastructure improvements (water, sanitary sewer, streets, sidewalks, and storm drainage) which will serve portions of Phase 1 and 2 of the Brenham Market Square Development. The proposed Infrastructure Acceptance is inclusive of storm water improvements that serve the public street system, however, all private storm drainage improvements serving private development shall remain the responsibility of the Brenham Market Square Property Owners Association. The public streets located within this Phase of the project, Nolan and Ryan Streets, will serve the two projects currently under construction – Academy Sports and Outdoors and Chick-Fil-A.

The public infrastructure improvements valued at a total of \$1,917,082.28 have been constructed and inspected according to the City of Brenham ordinances and regulations and are ready for acceptance by the City of Brenham.

ATTACHMENTS:

- (1) Resolution No. R-23-032
- (2) Plat Brenham Market Square Subdivision
- (3) Acceptance Letter Streets and Storm
- (4) Acceptance Letter Sewer and Water

RECOMMENDED ACTION:

Approve Resolution No. R-23-032 authorizing the acceptance of public improvements in the Brenham Market Square Subdivision, Phase 1

RESOLUTION NO. R-23-032

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, AUTHORIZING THE ACCEPTANCE OF CERTAIN PUBLIC INFRASTRUCTURE IMPROVEMENTS IN THE MARKET SQUARE BRENHAM PHASE 1 SUBDIVISION; AND AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTATION

WHEREAS, the Market Square Brenham Subdivision, Phase 1 (Brenham Market Square Development), consists of four (4) Commercial Lots, Common Area A-B and Dedication of 1.240 Acres of Right of Way known as Nolan Street and 0.580 Acres of Right-of-Way known as Ryan Street, and adjacent Sidewalks, being a 48.893-acre subdivision developed by Brenham Market Square, L.P.; and

WHEREAS, water, sewer, street, public and private storm sewer (drainage) improvements, and sidewalk improvements were constructed by the developer; and

WHEREAS, the private storm sewer improvements are not accepted by the City and shall remain the responsibility of the developer or a Property Owners Association which is created in part for that purpose; and

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

WHEREAS, the City of Brenham desires to formally accept the water, sewer, street, public storm sewer improvements and sidewalk improvements within the Brenham Market Square Subdivision, Phase 1, depicted on Exhibit "A" attached hereto and incorporated herein for all purposes pertinent.

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

That the City of Brenham hereby accepts the water, sewer, street, and public storm sewer improvements and sidewalks in the Brenham Market Square Subdivision, Phase 1, depicted on Exhibit "A" attached hereto and incorporated herein for all purposes pertinent, in the City of Brenham, Texas and authorizes the Mayor to execute any necessary documentation.

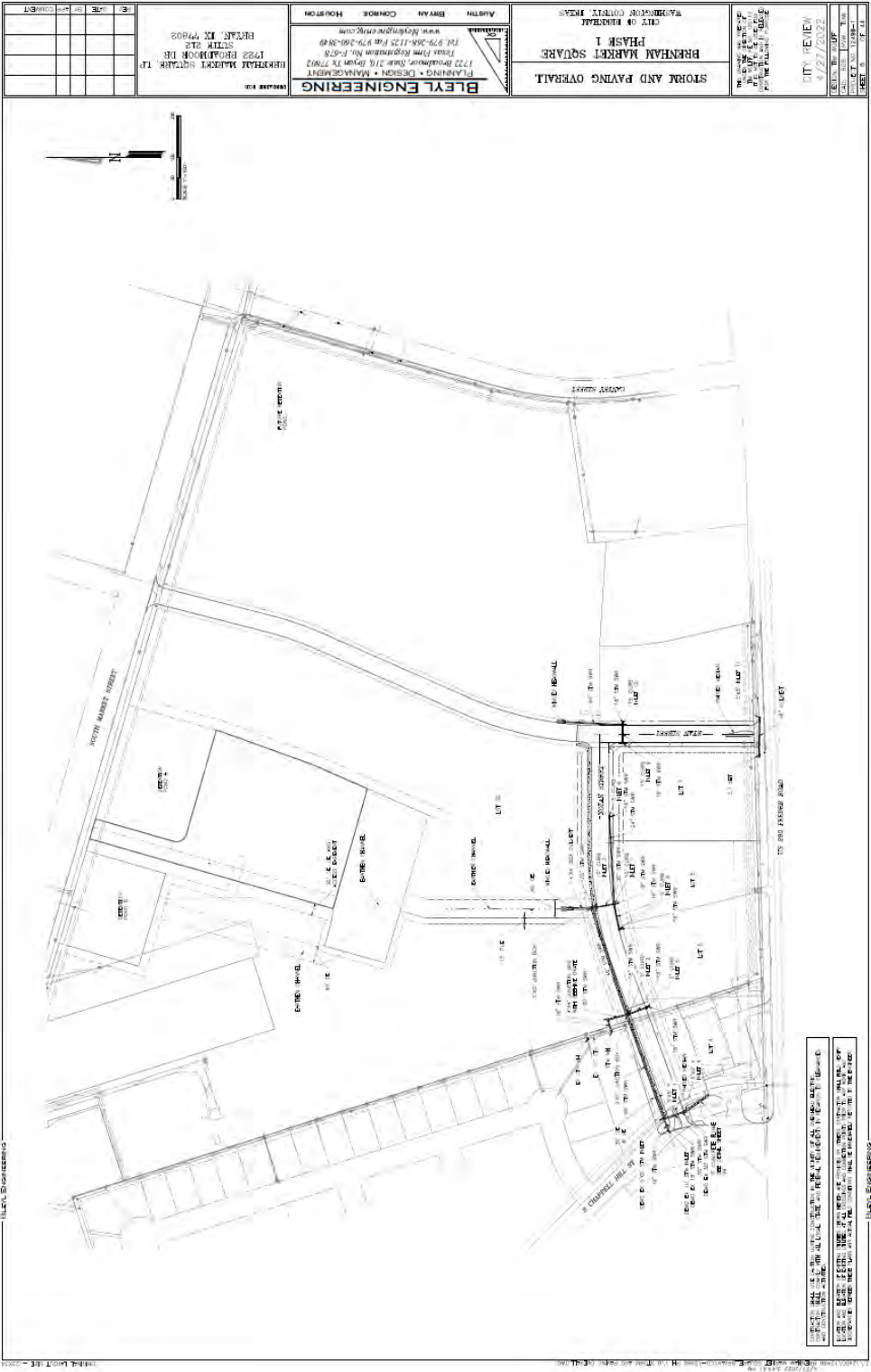
RESOLVED this 29th day of August 2023.

Atwood C. Kenjura
Mayor

ATTEST:

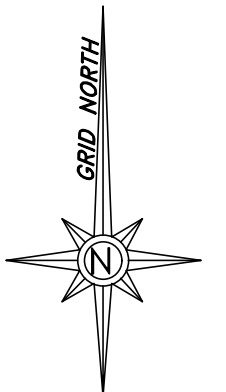
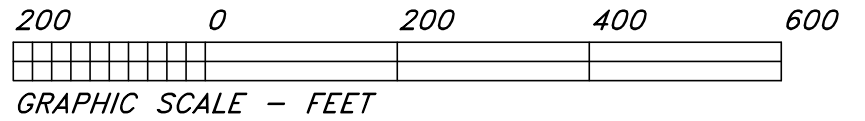
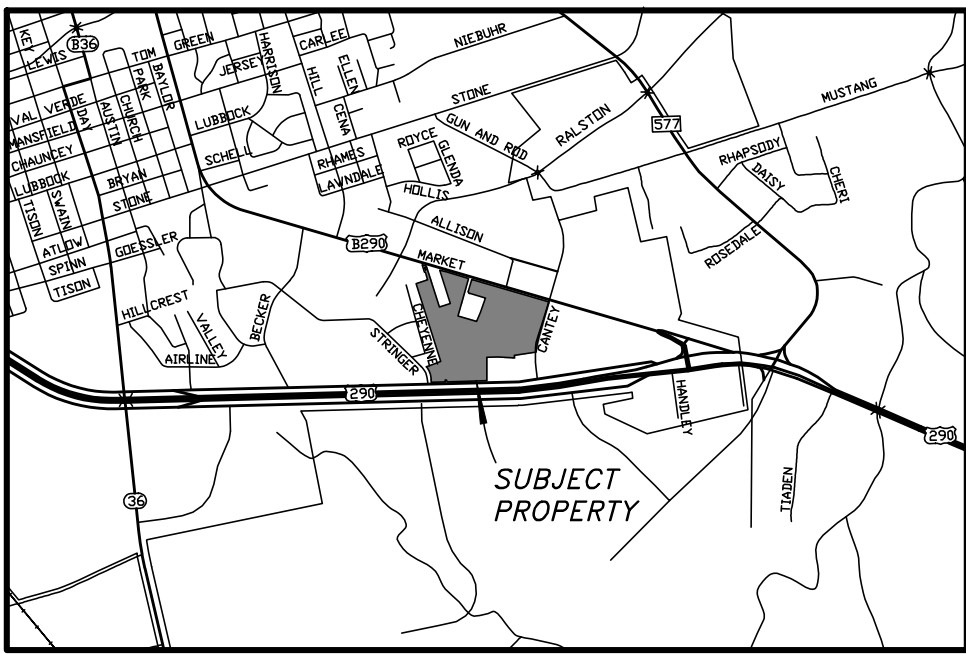
Jeana Bellinger, TRMC, CMC
City Secretary

Exhibit "A"
Brenham Market Square Phase 1 Infrastructure

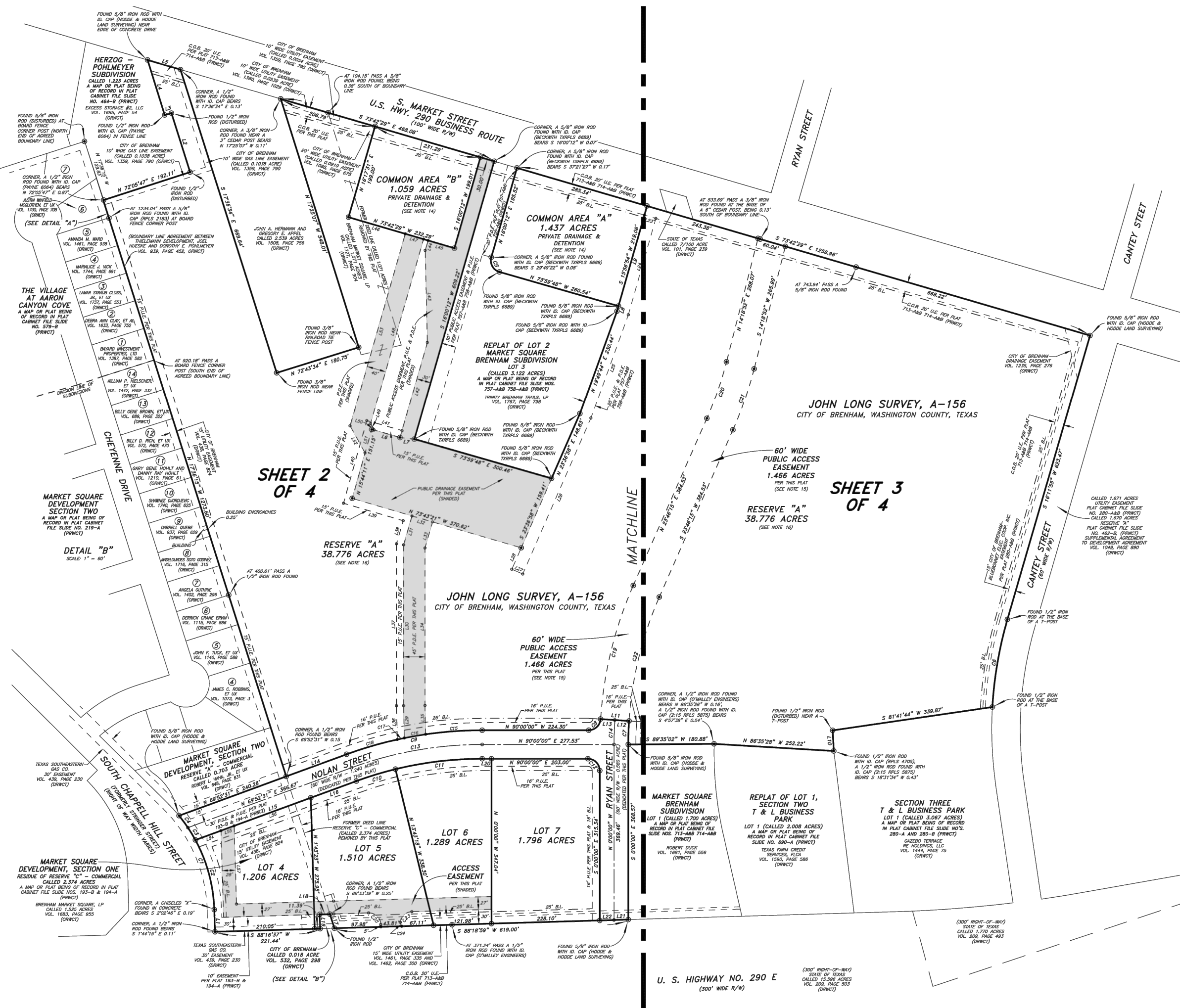


File Reference: PHASE 1 – PR21-82 – Approved Civil Plans Brenham Market Square_5-13-22.pdf

VICINITY MAP
(SCALE: 1" = 3000')



SCALE: 1" = 200'



OVERALL LAYOUT

LEGEND

SET 5/8" IRON ROD WITH ID. CAP
(HODDE & HODDE LAND SURVEYING)
UNLESS OTHERWISE NOTED

BOUNDARY LINES
EASEMENT LINES
BUILDING LINES

CURVE TABLE

NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C1	37°39'04"	215.21'	327.50'	N 20°33'47" W	211.36'
C2	26°49'25"	153.32'	327.50'	N 15°08'57" W	151.93'
C3	5°21'02"	30.58'	327.50'	N 31°14'11" W	30.57'
C4	5°28'36"	31.30'	327.50'	N 36°39'00" W	31.29'
C5	90°00'00"	39.28'	25.00'	N 28°59'48" W	35.36'
C6	12°56'43"	187.53'	830.00'	S 9°43'34" W	187.13'
C7	3°41'18"	49.57'	770.00'	N 1°50'39" E	49.56'
C8	86°18'42"	37.66'	25.00'	S 46°50'39" W	34.20'
C9	20°07'28"	291.53'	830.00'	S 79°56'16" W	290.03'
C10	6°24'11"	86.05'	770.00'	N 73°04'37" E	86.00'
C11	13°43'18"	184.41'	770.00'	N 83°08'21" E	183.96'
C12	90°00'00"	39.27'	25.00'	S 45°00'00" E	35.36'
C13	20°07'28"	280.99'	800.00'	N 79°56'16" E	279.55'
C14	3°41'18"	51.50'	800.00'	N 1°50'39" E	51.49'
C15	8°14'58"	119.50'	830.00'	S 85°52'31" W	119.40'
C16	3°08'28"	45.50'	830.00'	S 80°10'48" W	45.50'
C17	1°03'12"	15.26'	830.00'	S 78°04'58" W	15.26'
C18	7°40'51"	111.27'	830.00'	S 73°42'57" W	111.18'
C19	20°04'58"	290.92'	830.00'	N 13°43'46" E	289.44'
C20	9°27'23"	127.08'	770.00'	N 19°02'34" E	126.94'
C21	9°27'23"	136.99'	830.00'	S 19°02'34" W	136.83'
C22	20°04'58"	269.89'	770.00'	S 13°43'46" W	268.51'
C23	82°36'47"	36.05'	25.00'	S 47°00'36" W	33.00'
C24	20°15'26"	8.66'	24.50'	S 19°16'27" E	8.62'
C25	90°00'00"	39.27'	25.00'	N 46°41'01" W	35.36'

LINE TABLE

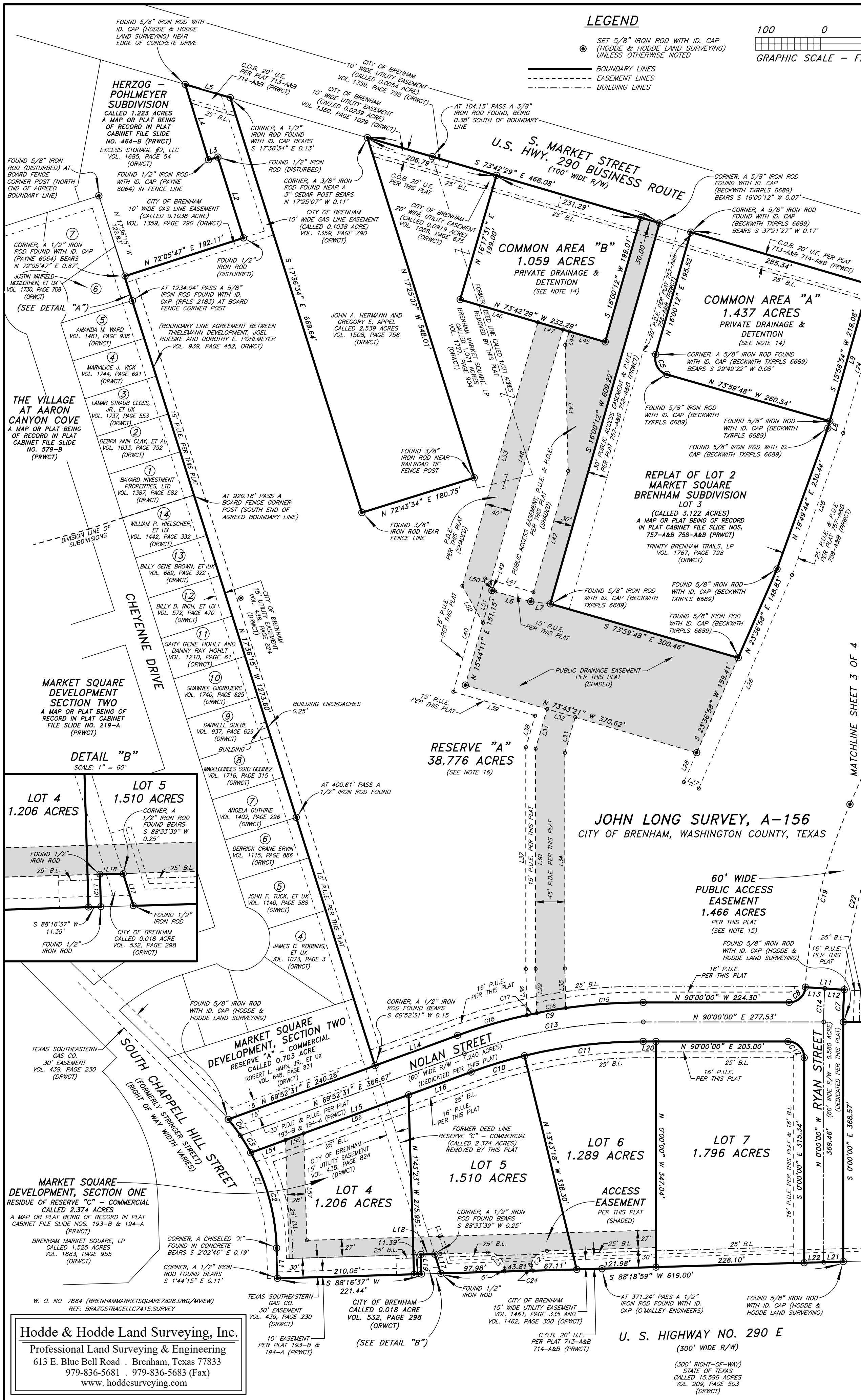
NUM	BEARING	DISTANCE	NUM	BEARING	DISTANCE
L1	N 1°44'15" W	46.55'	L30	N 0°00'00" E	338.51'
L2	N 17°32'49" W	130.06'	L31	N 16°13'05" E	63.58'
L3	S 74°47'56" W	14.92'	L32	S 73°43'21" E	45.00'
L4	N 17°12'25" W	121.35'	L33	S 16°13'05" W	57.12'
L5	S 73°42'29" E	72.12'	L34	S 0°00'00" E	331.57'
L6	S 73°59'48" E	61.97'	L35	S 1°21'26" E	60.76'
L7	S 83°36'33" E	30.43'	L36	N 1°21'26" W	70.96'
L8	N 15°56'54" E	11.00'	L37	N 0°00'00" E	340.83'
L9	N 15°56'54" E	219.08'	L38	N 16°13'05" E	50.74'
L10	S 3°08'24" E	43.41'	L39	N 73°43'21" W	130.97'
L11	N 86°18'43" W	60.00'	L40	N 15°44'11" E	181.08'
L12	N 86°18'43" W	30.00'	L41	S 73°42'29" E	77.04'
L13	N 86°18'43" W	30.00'	L42	N 16°00'12" E	208.97'
L14	S 69°52'31" E	135.29'	L43	N 1°20'24" W	193.89'
L15	N 69°52'31" E	258.56'	L44	N 16°17'31" E	21.68'
L16	N 69°52'31" E	102.22'	L45	S 73°42'29" E	57.69'
L17	N 17°36'15" W	31.01'	L46	S 73°42'29" E	124.53'
L18	S 88°33'39" W	21.45'	L47	S 73°42'29" E	40.00'
L19	S 1°34'27" E	29.94'	L48	S 16°00'12" W	404.72'
L20	N 90°00'00" E	19.53'	L49	S 28°59'53" E	15.64'
L21	S 88°18'59" W	30.01'	L50	N 73°59'48" W	5.27'
L22	S 88°18'59" W	30.01'	L51	S 15°44'11" W	51.54'
L23	S 73°42'29" E	25.00'	L52	N 28°59'53" W	65.10'
L24	S 15°56'54" W	210.77'	L53	N 16°00'12" E	421.49'
L25	S 19°49'44" W	232.12'	L54	N 69°52'31" E	57.16'
L26	S 23°36'58" W	358.42'	L55	N 69°52'31" E	29.50'
L27	N 66°23'02" E	25.00'	L56	N 69°52'31" E	171.90'
L28	N 23°36'58" E	49.34'	L57	S 1°44'15" E	164.69'
L29	N 1°21'26" W	67.99'			

REPLAT OF LOT 2A, MARKET SQUARE BRENHAM SUBDIVISION AND THE RESIDUE OF RESERVE C - COMMERCIAL, MARKET SQUARE DEVELOPMENT, SECTION 1

FORMING RESERVE "A" (38.776 ACRES),
LOT 4 (1.206 ACRES), LOT 5 (1.510 ACRES),
LOT 6 (1.289 ACRES), LOT 7 (1.796 ACRES),
COMMON AREA "A" (1.437 ACRES), COMMON
AREA "B" (1.059 ACRES) & DEDICATING
1.240 ACRES OF RIGHT OF WAY TO CREATE
NOLAN STREET & 0.580 ACRE OF RIGHT OF
WAY TO CREATE RYAN STREET,
CONTAINING 48.893 ACRES TOTAL
JOHN LONG SURVEY, A-156
CITY OF BRENHAM
WASHINGTON COUNTY, TEXAS

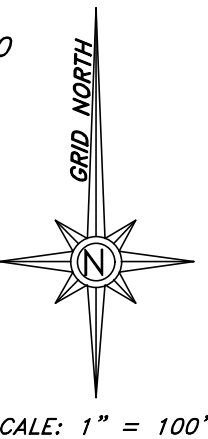
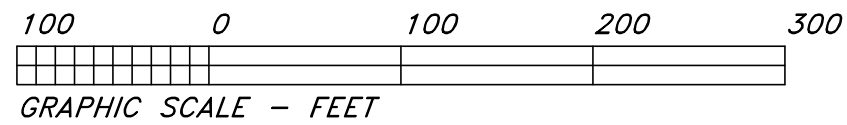
W. O. NO. 7884 (BREHNAMEMARKETSSQUARE7826.DWG/MVIEW)
REF: BRAZOSTRACELC7415.SURVEY

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



LEGEND

- SET 5/8" IRON ROD WITH ID. CAP (HODDE & HODDE LAND SURVEYING) UNLESS OTHERWISE NOTED
- BOUNDARY LINES
- EASEMENT LINES
- BUILDING LINES



SCALE: 1" = 100'

CURVE TABLE

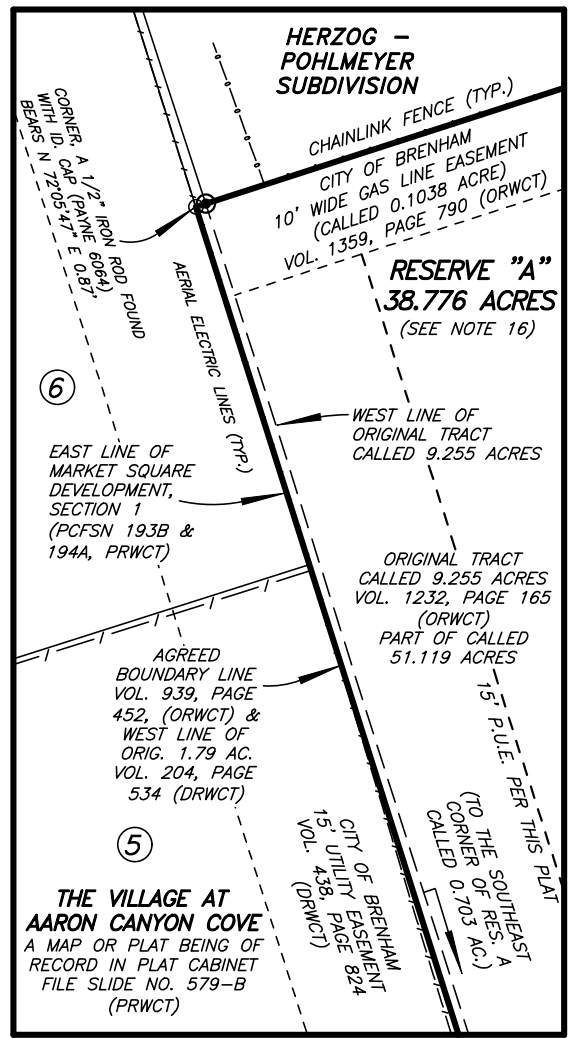
NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C1	37°39'04"	215.21'	327.50'	N 20°33'47" W	211.36'
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LINE TABLE

NUM	BEARING	DISTANCE	NUM	BEARING	DISTANCE
L1	N 1°44'15" W	46.55'	L30	N 0°00'00" E	338.51'
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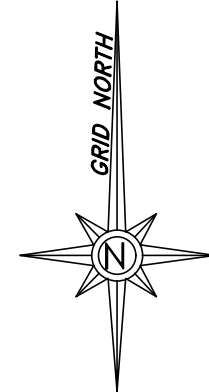
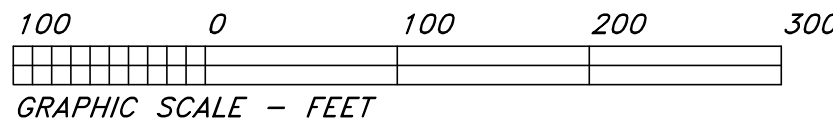
DETAIL "A"

SCALE: 1" = 20'



REPLAT OF LOT 2A, MARKET SQUARE BRENHAM SUBDIVISION AND THE RESIDUE OF RESERVE C - COMMERCIAL, MARKET SQUARE DEVELOPMENT, SECTION 1
FORMING RESERVE "A" (38.776 ACRES), LOT 4 (1.206 ACRES), LOT 5 (1.510 ACRES), LOT 6 (1.289 ACRES), LOT 7 (1.796 ACRES), COMMON AREA "A" (1.437 ACRES), COMMON AREA "B" (1.059 ACRES) & DEDICATING 1.240 ACRES OF RIGHT OF WAY TO CREATE NOLAN STREET, CONTAINING 48.893 ACRES TOTAL
JOHN LONG SURVEY, A-156
CITY OF BRENHAM
WASHINGTON COUNTY, TEXAS

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SCALE: 1" = 100'

LEGEND

- SET 5/8" IRON ROD WITH ID. CAP (HODDE & HODDE LAND SURVEYING) UNLESS OTHERWISE NOTED

- BOUNDARY LINES
- EASEMENT LINES
- BUILDING LINES

CURVE TABLE

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REPLAT OF LOT 2A, MARKET SQUARE BRENHAM SUBDIVISION AND THE RESIDUE OF RESERVE C - COMMERCIAL, MARKET SQUARE DEVELOPMENT, SECTION 1

FORMING RESERVE "A" (38.776 ACRES), LOT 4 (1.206 ACRES), LOT 5 (1.510 ACRES), LOT 6 (1.289 ACRES), LOT 7 (1.796 ACRES), COMMON AREA "A" (1.437 ACRES), COMMON AREA "B" (1.059 ACRES) & DEDICATING 1.240 ACRES OF RIGHT OF WAY TO CREATE NOLAN STREET & 0.580 ACRE OF RIGHT OF WAY TO CREATE RYAN STREET, CONTAINING 48.893 ACRES TOTAL
JOHN LONG SURVEY, A-156
CITY OF BRENHAM
WASHINGTON COUNTY, TEXAS

NOTES:

1. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE TEXAS STATE PLANE GRID SYSTEM, NAD-83 {2011}, CENTRAL ZONE 4203. CONVERGENCE ANGLE AT N: 10037905.626' - E: 3544925.146' IS 2'-02"-04.23", COMBINED SCALE FACTOR IS 0.99998033, U.S. SURVEY FEET, UTILIZING TXDOT CONTROL MONUMENTS FOR U.S. HWY. 290. DISTANCES SHOWN HEREON ARE GROUND DISTANCES.
2. NO PART OF THE SUBJECT PROPERTY LIES WITHIN THE SPECIAL FLOOD HAZARD AREA ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) AS COMPILED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM, MAP NUMBERS 48477C0295C AND 48477C0315C, EFFECTIVE DATE AUGUST 16, 2011, CITY OF BRENHAM, WASHINGTON COUNTY, TEXAS.
3. THIS SURVEY WAS PERFORMED IN CONJUNCTION WITH AGGIELAND TITLE COMPANY EXAMINER'S REPORT GF NO. 50775AD, PREPARATION DATE OCTOBER 8, 2021, EFFECTIVE DATE OCTOBER 3, 2021 AT 7:00.
4. SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND BUILDING LINES APPLICABLE TO MARKET SQUARE DEVELOPMENT, SECTION ONE, AS RECORDED IN PLAT CABINET FILE SLIDE NOS. 193-B & 194-A, IN THE PLAT RECORDS OF WASHINGTON COUNTY, TEXAS, T&L BUSINESS PARK, AS RECORDED IN PLAT CABINET FILE SLIDE NO. 462-B, IN THE PLAT RECORDS OF WASHINGTON COUNTY, TEXAS, POHLMAYER SUBDIVISION, AS RECORDED IN PLAT CABINET FILE SLIDE NO. 463-A, IN THE PLAT RECORDS OF WASHINGTON COUNTY, TEXAS, MARKET SQUARE BRENHAM SUBDIVISION, AS RECORDED IN PLAT CABINET FILE SLIDE NOS. 713-A, 713-B, 714-A & 714-B, IN THE PLAT RECORDS OF WASHINGTON COUNTY, TEXAS AND REPLAT OF LOT 2, MARKET SQUARE BRENHAM SUBDIVISION, AS RECORDED IN PLAT CABINET FILE SLIDE NOS. 757-A, 757-B, 758-A & 758-B, IN THE PLAT RECORDS OF WASHINGTON COUNTY, TEXAS.
5. SUBJECT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND ACCESS RIGHTS OF MARKET SQUARE BRENHAM, AS RECORDED IN VOLUME 1681, PAGE 469, IN THE OFFICIAL RECORDS OF WASHINGTON COUNTY, TEXAS.
6. SUBJECT TO RIGHT OF WAY GRANT DATED FEBRUARY 23, 1954, EXECUTED BY WILL KOLWES, SR. TO TEXAS SOUTHEASTERN GAS COMPANY RECORDED IN VOLUME 197, PAGE 455, DEED RECORDS OF WASHINGTON COUNTY, TEXAS. {NOT PLOTTABLE}.
7. SUBJECT TO RIGHT OF WAY DEED DATED FEBRUARY 11, 1929, EXECUTED BY WILL KOLWES TO M&M PIPE LINE COMPANY RECORDED IN VOLUME 95, PAGE 6, DEED RECORDS OF WASHINGTON COUNTY, TEXAS. {NOT DETERMINABLE FROM DESCRIPTION PROVIDED}.
8. THERE IS ALSO DEDICATED FOR UTILITIES AN UNOBSTRUCTED AERIAL EASEMENT FIVE (5) FEET WIDE FROM A PLANE TWENTY (20) FEET ABOVE THE GROUND UPWARD, LOCATED ADJACENT TO THE EASEMENTS SHOWN HEREON.
9. ALL OIL/GAS PIPELINES OR PIPELINE EASEMENTS WITH OWNERSHIP THROUGH THE SUBDIVISION HAVE BEEN SHOWN BASED ON ABOVE GROUND EVIDENCE, TEXAS RAILROAD COMMISSION DATA AND TITLE REPORTS DATED EFFECTIVE APRIL 26, 2019 AND JANUARY 17, 2020.
10. ALL OIL/GAS WELLS WITH OWNERSHIP (PLUGGED, ABANDONED, AND/OR ACTIVE) THROUGH THE SUBDIVISION HAVE BEEN SHOWN BASED ON ABOVE GROUND EVIDENCE, TEXAS RAILROAD COMMISSION DATA AND TITLE REPORTS DATED EFFECTIVE APRIL 26, 2019 AND JANUARY 17, 2020.
11. NO BUILDING OR STRUCTURE SHALL BE CONSTRUCTED ACROSS ANY PIPELINES, BUILDING LINES, AND/OR EASEMENTS. BUILDING SETBACK LINES WILL BE REQUIRED ADJACENT TO OIL/GAS PIPELINES. THE SETBACKS AT A MINIMUM SHOULD BE 15 FEET OFF CENTERLINE OF LOW PRESSURE GAS LINES, AND 30 FEET OFF CENTERLINE OF HIGH PRESSURE GAS LINES.
12. THIS PLAT DOES NOT ATTEMPT TO AMEND OR REMOVE ANY VALID COVENANTS OR RESTRICTIONS.
13. THE BUILDING LINES SHOWN ON THIS PLAT SHALL BE IN ADDITION TO, AND SHALL NOT LIMIT OR REPLACE, ANY BUILDING LINES REQUIRED BY THE CITY OF BRENHAM CODE OF ORDINANCES AT THE TIME OF THE DEVELOPMENT OF THE PROPERTY.
14. COMMON AREA "A" (1.437 ACRES) AND COMMON AREA "B" (1.059 ACRES) SHALL BE MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION.
15. THE 60 FEET WIDE PUBLIC ACCESS EASEMENT (1.466 ACRES) WILL BE DEDICATED TO THE CITY OF BRENHAM AS A PUBLIC STREET AT A FUTURE DATE.
16. BEFORE DEVELOPMENT OF RESERVE "A" (38.776 ACRES), A PLAT OF THE TRACT SHALL BE SUBMITTED TO THE CITY FOR REVIEW AND APPROVAL ACCORDING TO THE DEVELOPMENT CODE OF THE CITY OF BRENHAM.
17. (DRWCT) DENOTES DEED RECORDS OF WASHINGTON COUNTY, TEXAS.
(ORWCT) DENOTES OFFICIAL RECORDS OF WASHINGTON COUNTY, TEXAS.
(PRWCT) DENOTES PLAT RECORDS OF WASHINGTON COUNTY, TEXAS.
(PCFSN) DENOTES PLAT CABINET FILE SLIDE NO.
B.L. DENOTES BUILDING LINE
U.E. DENOTES UTILITY EASEMENT
P.U.E. DENOTES PUBLIC UTILITY EASEMENT
D.E. DENOTES DRAINAGE EASEMENT
P.D.E. DENOTES PUBLIC DRAINAGE EASEMENT
C.O.B. DENOTES CITY OF BRENHAM

SURVEY MAP

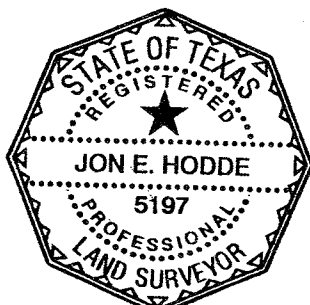
SHOWING A SURVEY AND REPLAT FORMING RESERVE "A" (38.776 ACRES), LOT 4 (1.206 ACRES), LOT 5 (1.510 ACRES), LOT 6 (1.289 ACRES), LOT 7 (1.796 ACRES), COMMON AREA "A" (1.437 ACRES), COMMON AREA "B" (1.059 ACRES), NOLAN STREET (1.240 ACRES) AND RYAN STREET (0.580 ACRE), LYING AND BEING SITUATED IN THE CITY OF BRENHAM, WASHINGTON COUNTY, TEXAS, PART OF THE JOHN LONG SURVEY, A-156, SAID RESERVE "A" (38.776 ACRES) AND COMMON AREA "B" (1.059 ACRES) BEING PART OF LOT 2A (CALLED 46.297 ACRES) OF THE REPLAT OF LOT 2, MARKET SQUARE BRENHAM SUBDIVISION, A MAP OR PLAT OF SAID SUBDIVISION BEING OF RECORD IN PLAT CABINET FILE SLIDE NOS. 193-B & 194-A, IN THE OFFICIAL RECORDS OF WASHINGTON COUNTY, TEXAS, SAID LOT 6 (1.289 ACRES), LOT 7 (1.796 ACRES), COMMON AREA "A" (1.437 ACRES) AND RYAN STREET (0.580 ACRE) BEING PART OF SAID LOT 2A (CALLED 46.297 ACRES), SAID LOT 4 (1.206 ACRES), LOT 5 (1.510 ACRES) AND NOLAN STREET (1.240 ACRES) BEING PART OF SAID LOT 2A (CALLED 46.297 ACRES) AND BEING PART OF THE RESIDUE OF RESERVE C - COMMERCIAL (CALLED 2.374 ACRES) OF MARKET SQUARE DEVELOPMENT, SECTION ONE, A MAP OR PLAT OF SAID SUBDIVISION BEING OF RECORD IN PLAT CABINET FILE SLIDE NOS. 193-B & 194-A, IN THE PLAT RECORDS OF WASHINGTON COUNTY, TEXAS, SAID LOT 2A (CALLED 46.297 ACRES) BEING PART OF THE SAME LAND DESCRIBED AS 51.119 ACRES IN THE DEED FROM THE FIRST BAPTIST CHURCH OF BRENHAM, TEXAS TO BRENHAM MARKET SQUARE, LP, DATED AUGUST 27, 2018, AS RECORDED IN VOLUME 1644, PAGE 324, IN THE OFFICIAL RECORDS OF WASHINGTON COUNTY, TEXAS AND BEING CORRECTED IN INSTRUMENT DATED AUGUST 31, 2018, AS RECORDED IN VOLUME 1645, PAGE 90, IN THE OFFICIAL RECORDS OF WASHINGTON COUNTY, TEXAS, AND SAID RESIDUE OF RESERVE C - COMMERCIAL (CALLED 2.374 ACRES) BEING THE SAME LAND DESCRIBED AS 1.525 ACRES IN THE DEED FROM NEWMAN PROPERTIES, L.L.C. TO BRENHAM MARKET SQUARE, LP, DATED JUNE 28, 2019, AS RECORDED IN VOLUME 1683, PAGE 955, IN THE OFFICIAL RECORDS OF WASHINGTON COUNTY, TEXAS.

CERTIFICATION

THE STATE OF TEXAS
COUNTY OF WASHINGTON

I, JON E. HODDE, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 5197 OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS MAP SHOWING A SURVEY AND REPLAT OF 48.893 ACRES OF LAND IS TRUE AND CORRECT IN ACCORDANCE WITH AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY PERSONAL DIRECTION AND SUPERVISION.

DATED THIS THE 30TH DAY OF MARCH, 2022, A.D.



JON E. HODDE
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5197
HODDE & HODDE LAND SURVEYING, INC.
613 EAST BLUE BELL ROAD
BREHMAN, TEXAS 77833
(979)-836-5681
TBPE&LS SURVEY FIRM REG. NO. 10018800

OWNER ACKNOWLEDGMENT

WE, BRENHAM MARKET SQUARE, LP, THE OWNERS OF THE LAND DESCRIBED HEREON AND WHOSE NAMES ARE SUBSCRIBED HERETO, DO HEREBY ACKNOWLEDGE THE CHANGES TO SAID PROPERTY IN ACCORDANCE WITH THE PLAT SHOWN HEREON. THE PLATTED PROPERTY REMAINS SUBJECT TO EXISTING DEDICATIONS, COVENANTS, RESTRICTIONS AND EASEMENTS EXCEPT AS SHOWN OR STATED HEREON.

BY:
(SIGNATURE)

Paul J. Leventis - President
(PRINTED NAME & TITLE)

NOTARY PUBLIC ACKNOWLEDGMENT

THE STATE OF TEXAS

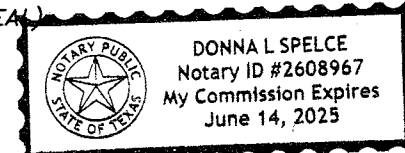
COUNTY OF Brazos

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 22

DAY OF June, 2022, BY Paul J. Leventis

NOTARY PUBLIC, STATE OF TEXAS

(SEAL)



LIENHOLDERS' ACKNOWLEDGMENT AND SUBORDINATION STATEMENT

WE, EXTRACO BANKS, N.A., THE OWNERS AND HOLDERS OF A LIEN AGAINST THE PROPERTY DESCRIBED HEREON, DO HEREBY IN ALL THING SUBORDINATE TO SAID PLAT OF WASHINGTON COUNTY, TEXAS. SAID LIEN AND WE HEREBY CONFIRM THAT WE ARE THE PRESENT OWNER OF SAID LIEN AND HAVE NOT ASSIGNED THE SAME NOR ANY PART THEREOF.

BY:
(SIGNATURE)

Steve Mobley City President
(PRINTED NAME & TITLE)

NOTARY PUBLIC ACKNOWLEDGMENT

THE STATE OF TEXAS

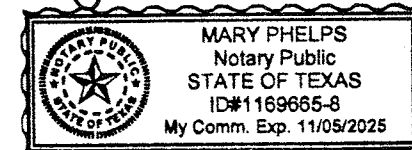
COUNTY OF Brazos

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 23rd

DAY OF June, 2022, BY Steve Mobley
City President

NOTARY PUBLIC, STATE OF TEXAS

(SEAL)



PLANNING AND ZONING COMMISSION APPROVAL

APPROVED THIS 28th DAY OF February, 2022 BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF BRENHAM, TEXAS.

CHAIRMAN

SECRETARY

COUNTY CLERK FILING ACKNOWLEDGMENT STATEMENT

THE STATE OF TEXAS §
COUNTY OF WASHINGTON §

I, Beth Rothermel, CLERK OF THE COUNTY COURT OF WASHINGTON COUNTY, TEXAS DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR REGISTRATION IN MY OFFICE ON THE 27 DAY OF June, 2022, AT 2:09 O'CLOCK P.M., AND DULY RECORDED ON THE 27 DAY OF June, 2022, AT 2:09 O'CLOCK P.M. IN CABINET SHEET 782A+B OF RECORD IN THE PLAT RECORDS OF WASHINGTON COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE, AT BRENHAM, WASHINGTON COUNTY, TEXAS, THE DAY AND DATE LAST ABOVE WRITTEN.

CLERK OF THE COUNTY COURT
WASHINGTON COUNTY, TEXAS

W. O. NO. 7884 (BREHMANMARKETSQUARE7826.DWG/MVIEW)
REF: BRAZOSTRACELL7415.SURVEY

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

REPLAT OF LOT 2A, MARKET SQUARE BRENHAM SUBDIVISION AND THE RESIDUE OF RESERVE C - COMMERCIAL, MARKET SQUARE DEVELOPMENT, SECTION 1
FORMING RESERVE "A" (38.776 ACRES), LOT 4 (1.206 ACRES), LOT 5 (1.510 ACRES), LOT 6 (1.289 ACRES), LOT 7 (1.796 ACRES), COMMON AREA "A" (1.437 ACRES), COMMON AREA "B" (1.059 ACRES) & DEDICATING 1.240 ACRES OF RIGHT OF WAY TO CREATE NOLAN STREET & 0.580 ACRE OF RIGHT OF WAY TO CREATE RYAN STREET, CONTAINING 48.893 ACRES TOTAL
JOHN LONG SURVEY, A-156, CITY OF BRENHAM, WASHINGTON COUNTY, TEXAS

OWNER/DEVELOPER
BREHMAN MARKET SQUARE, LP
1722 BROADMOOR DRIVE, SUITE 212
BRYAN, TEXAS 77802
PHN. 979-774-2900

SHEET 4
OF 4



Development Services and Engineering Division

200 W. Vulcan St.
Brenham, Texas 77833

P.O. Box 1059
Brenham, Texas 77834-1059

August 23, 2023

Brenham Market Square, LP
1722 Broadmoor Dr, Suite 212
Bryan, Texas 77802

ATTN: Paul Leventis

RE: ACCEPTANCE OF STREETS AND STORM SEWER LINES
Brenham Market Square, Phase I

Dear Mr. Leventis:

Please be advised that the streets and storm sewer in Brenham Market Square, Phase I have been accepted by the City of Brenham as shown below:

Streets

Street	Traveling Direction	Beginning		Ending		Length (ft)	Pavement Width (ft)	Pavement (sf)	Dollar Value
		Lat	Long	Lat	Long				
Ryan Street	N	N30° 08' 34.33"	W96° 22' 41.80"	N30° 08' 38.64"	W96° 22' 41.60"	450	41	18,450	\$178,174.77
Nolan Street	E	N30° 08' 36.49"	W96° 22' 52.52"	N30° 08' 38.09"	W96° 22' 41.87"	959	41	39,319	\$379,710.23

Storm Sewers

Street	Traveling Direction	Beginning		Ending		Length (ft)	Pavement Width (ft)	Pavement (sf)	Dollar Value
		Lat	Long	Lat	Long				
Ryan Street	N	N30° 08' 34.33"	W96° 22' 41.80"	N30° 08' 38.64"	W96° 22' 41.60"	450	41	18,450	\$178,174.77
Nolan Street	E	N30° 08' 36.49"	W96° 22' 52.52"	N30° 08' 38.09"	W96° 22' 41.87"	959	41	39,319	\$379,710.23

Storm Sewers (public storm water conveyed to pond through Phases II and III)

Location	Beginning		Ending		Length (ft)	Pipe Size (in)	Dollar Value
	Lat	Long	Lat	Long			
25' P.U.E.	N030° 08' 38.91"	W096° 22' 46.40"	N030° 08' 41.25"	W096° 22' 46.35"	237	36 (x2)	\$75,006.97
25' P.U.E.	N030° 08' 41.25"	W096° 22' 46.35"	N030° 08' 41.86"	W096° 22' 46.34"	62	36 (x2)	\$19,622.08
25' P.U.E.	N030° 08' 41.86"	W096° 22' 46.34"	N030° 08' 43.19"	W096° 22' 46.77"	140	36 (x2)	\$44,307.91
25' P.U.E.	N030° 08' 43.19"	W096° 22' 46.77"	N030° 08' 44.84"	W096° 22' 47.29"	174	36 (x2)	\$55,068.41
25' P.U.E.	N030° 08' 44.84"	W096° 22' 47.29"	N030° 08' 46.46"	W096° 22' 46.70"	171	36 (x2)	\$54,118.95

Pond Equalization Pipe	N030° 08' 48.98"	W096° 22' 43.78"	N030° 08' 49.36"	W096° 22' 45.12"	124	48 (x3)	\$93,804.15
Pond Outfall	N030° 08' 50.24"	W096° 22' 45.70"	N030° 08' 50.52"	W096° 22' 45.60"	32	48 (x2)	\$18,127.52

Date of Acceptance: August 23, 2023

One year warranty period begins on **August 23, 2023** and ends on **August 22, 2024** for the infrastructure listed above. One year surface correction warranty period begins on that end date and extends the warranty for surface corrections to streets one additional year.

Sincerely,



Stephanie Doland
Director of Development Services
City of Brenham

Cc: Tim Wolff, P.E., Bleyl Engineering, TWolff@bleylengineering.com
Austin Love, ALove@BuiltByTRW.com



Development Services and Engineering Division

200 W. Vulcan St.
Brenham, Texas 77833

P.O. Box 1059
Brenham, Texas 77834-1059

August 23, 2023

Brenham Market Square, LP
1722 Broadmoor Dr, Suite 212
Bryan, Texas 77802

ATTN: Paul Leventis

RE: ACCEPTANCE OF WATER AND WASTEWATER LINES
Brenham Market Square, Phase I

Dear Mr. Leventis,

Please be advised that the water and wastewater lines in Brenham Market Square, Phase I have been accepted by the City of Brenham as shown below:

Water Lines

Associated Street	Side of Street (N/S/E/W)	Beginning		Ending		Length (ft)	Pipe Size (in)	Dollar Value
		Lat	Long	Lat	Long			
Ryan Street	W	N030° 08' 34.35"	W096° 22' 42.15"	N030° 08' 37.80"	W096° 22' 42.01"	349	8	\$31,172.37
Ryan Street	Across	N030° 08' 37.80"	W096° 22' 42.01"	N030° 08' 38.57"	W096° 22' 41.25"	107	8	\$9,557.15
Nolan Street	S	N030° 08' 36.20"	W096° 22' 52.41"	N030° 08' 37.80"	W096° 22' 42.01"	939	8	\$83,870.65
Nolan Street	Across	N030° 08' 37.77"	W096° 22' 46.64"	N030° 08' 38.45"	W096° 22' 46.64"	70	8	\$6,252.34

Water Lines (public water conveyed through Phases II and III)

Associated Street	Side of Street (N/S/E/W)	Beginning		Ending		Length (ft)	Pipe Size (in)	Dollar Value
		Lat	Long	Lat	Long			
P.U.E.	n/a	N030° 08' 38.45"	W096° 22' 46.64"	N030° 08' 41.76"	W096° 23' 00.98"	621	10	\$ 63,722.18
E side of Brenham Trails Private Drive (60' Access & Utility Easement)	E	N030° 08' 41.76"	W096° 23' 00.98"	N030° 08' 50.23"	W096° 22' 43.80"	625	8	\$ 54,757.63
South Market Street	S	N030° 08' 50.23"	W096° 22' 43.80"	N030° 08' 48.29"	W096° 22' 37.09"	621	8	\$ 54,407.18

Wastewater Lines

Associated Street	Side of Street (N/S/E/W)	Beginning		Ending		Length (ft)	Pipe Size (in)	Dollar Value
		Lat	Long	Lat	Long			
Nolan Street	N	N030° 08' 37.73"	W096° 22' 49.65"	N030° 08' 38.44"	W096° 22' 46.93"	250	6	\$ 23,161.09
Nolan Street	N	N030° 08' 38.44"	W096° 22' 46.93"	N030° 08' 38.57"	W096° 22' 45.98"	85	6	\$ 7,874.77
Nolan Street	N	N030° 08' 38.57"	W096° 22' 45.98"	N030° 08' 38.53"	W096° 22' 42.14"	337	6	\$ 31,221.14

Wastewater Lines (public wastewater conveyed through Phases II and III)

Associated Street	Side of Street (N/S/E/W)	Beginning		Ending		Length (ft)	Pipe Size (in)	Dollar Value
		Lat	Long	Lat	Long			
W side of Brenham Trails Private Drive (60' Access & Utility Easement)	W	N030° 08' 50.25"	W096° 22' 44.30"	N030° 08' 47.13"	W096° 22' 45.47"	332	8	\$ 46,616.14
South Market Street	S	N030° 08' 50.73"	W096° 22' 45.88"	N030° 08' 50.25"	W096° 22' 44.30"	148	8	\$ 20,780.69
South Market Street	S	N030° 08' 50.25"	W096° 22' 44.30"	N030° 08' 50.07"	W096° 22' 43.69"	56	8	\$ 7,862.96

Date of Acceptance: August 23, 2023

One year warranty period begins on **August 23, 2023** and ends on **August 22, 2024** for the infrastructure listed above. One year surface correction warranty period begins on that end date and extends the warranty for surface corrections to streets one additional year.

Sincerely,



Stephanie Doland
Director of Development Services
City of Brenham

Cc: Tim Wolff, P.E., Bleyl Engineering, TWolff@bleylengineering.com
Austin Love, ALove@BuiltByTRW.com



Regular City Council
AGENDA ITEM 13.

Agenda Item: Discuss and Possibly Act Upon the Rejection of all Bids Submitted in Response to ITB 23-008 Related to Lime for the City of Brenham's Wastewater Treatment Plant and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Special Meeting-August 29, 2023

Department: Wastewater Treatment

Staff Contact: Kyle Branham

SUMMARY STATEMENT:

On July 27, 2023 the city of Brenham opened bids for ITB 23-008 'Lime'. There were only 3 bids received with one of those being a no-bid. Lhoist, Rapid Bulk Services, and Univar Solutions. Lhoist submitted, the lowest annual bid at \$307.00/ton delivered. However this is a steep increase from our last cost of \$130.00/ton that we believe is due to this being an annual contract price. The lime market has been extremely volatile the past 4 years and we would like to re-issue the Invitation to bid with shorter term options of 6-months 9-months and 12-months, to hopefully receive quotes more in line with budgeted amounts.

ATTACHMENTS:

(1) Bid Tabulation

RECOMMENDED ACTION:

Reject all Bids related to ITB No. 23-008 and authorize the Mayor to execute any necessary documentation.



ITB 23-008 Lime

ITB 23-008 Thursday, July 27, 2023 @ 10AM

BIDDERS	Bid Received Date/Time	UNIT PRICE PER TON	EXTENDED PRICE	NOTES
Lhoist	7/25/23 12:30PM	\$307.00	\$184,200.00	
Rapid Bulk Services	7/25/23 12:30PM	\$323.00	\$ 202,005.00	
Univar Solutions	7/26/23 1:15PM	\$ NO BID	\$ NO BID	



Regular City Council
AGENDA ITEM 15.

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

Meeting Type: Special Meeting-August 29, 2023

Department: Administration

Staff Contact: Carolyn Miller

SUMMARY STATEMENT:

To be discussed in Executive Session.

ATTACHMENTS:

None

RECOMMENDED ACTION:

No action - Executive Session discussion only.