



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, JULY 21, 2022 AT 01:00 PM
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN STREET
BRENHAM, TEXAS**

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags - Mayor Milton Y. Tate, Jr.**
- 3. Citizens Comments**

CONSENT AGENDA

4. Statutory Consent Agenda

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

- 4-a. Approve Ordinance No. O-22-012 on Its Second Reading Regulating the Speed of Traffic on Aviation Way, A Private Road within the Brenham Municipal Airport; Providing for a Penalty for the Violation Thereof; and Authorizing the Placement of Appropriate Speed Limit Signage**
- 4-b. Approve the Ratification of a Contract with the Lower Colorado River Authority (LCRA) in the Amount of \$15,950.80 for Tree Trimming Services Provided by McCoy Tree Surgery and Authorize the Mayor to Execute Any Necessary Documentation**

WORK SESSION

- 5. Presentation of the Development Services Department Update**

REGULAR SESSION

6. Discuss and Possibly Act Upon the Appointment of Members to Serve on the City of Brenham's Housing Task Force and Authorize the Mayor to Execute Any Necessary Documentation
7. Discuss and Possibly Act Upon Resolution No. R-22-022 Repealing and Rescinding Resolution Nos. R-13-011 and R-20-020 Concerning the City of Brenham's Gas Fund and Maintenance of Cash Reserves
8. Discuss and Possibly Act Upon Resolution No. R-22-023 Related to a Letter of Credit with Bank of Brenham for Gas Fund Reserves and Authorize the Mayor to Execute Any Necessary Documentation
9. Discuss and Possibly Act Upon a Professional Services Agreement Between the City of Brenham and Strand Associates Inc. for Engineering Services Related to a Water Source Evaluation and a Water Treatment Plant Expansion Plan and Authorize the Mayor to Execute Any Necessary Documentation
10. Discuss and Possibly Act Upon a Consulting Services Agreement Between the City of Brenham and R.W. Harden & Associates, Inc. Related to a Groundwater Availability Study and Authorize the Mayor to Execute Any Necessary Documentation
11. Discuss and Possibly Act Upon Resolution No. R-22-024 Providing for a Temporary Moratorium on the Application for, Receipt of, Processing, Consideration, Approval and/or Execution of Leases of City-Owned Real Property at the Brenham Municipal Airport
12. Discuss and Possibly Act Upon an Ordinance on Its First Reading for the Abandonment of the Undeveloped Portion of Live Oak Street Bounded to the South by Sycamore Street and Being Generally Located 177 Feet to the East of the Northeast Intersection of N. Chappell Hill Street and Sycamore Street
13. **Administrative/Elected Officials Report**

Administrative/Elected Officials Reports: Reports from City Officials or City staff regarding items of community interest, including expression of thanks, congratulations or condolences; information regarding holiday schedules; honorary or salutory recognitions of public officials, public employees or other citizens; reminders about upcoming events organized or sponsored by the City; information regarding social, ceremonial, or community events organized or sponsored by a non-City entity that is scheduled to be attended by City officials or employees; and announcements involving imminent threats to the public health and safety of people in the City that have arisen after the posting of the agenda.

Adjourn

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

CERTIFICATION

I certify that a copy of the July 21, 2022 agenda of items to be considered by the City of Brenham City Council was posted to the City Hall bulletin board at 200 W. Vulcan St., Brenham, TX on Monday, July 18, 2022 at 9:00 A.M.

Jeana Bellinger, TRMC, CMC

City Secretary

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

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the _____ day of _____, 2022 at _____ AM PM.

Signature

Title

ORDINANCE NO. O-22-012

AN ORDINANCE REGULATING THE SPEED OF TRAFFIC ON AVIATION WAY, A PRIVATE ROAD WITHIN THE BRENHAM MUNICIPAL AIRPORT; PROVIDING FOR A PENALTY FOR THE VIOLATION THEREOF; AND PROVIDING THAT THE ORDINANCE SHALL TAKE EFFECT FROM AND AFTER ITS PASSAGE AND APPROVAL AS PROVIDED BY THE CHARTER OF THE CITY OF BRENHAM, TEXAS; AND AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTATION.

WHEREAS, the City Council hereby finds that vehicles traveling at high rates of speed within the Brenham Municipal Airport pose a threat to the health, safety, and general welfare of the public; and

WHEREAS, in order to enhance, promote, and protect the health, safety, and general welfare of the public, the City Council hereby finds that it is advisable to establish a thirty (30) mile per hour speed limit on Aviation Way, a private road within the Brenham Municipal Airport located at 3001 Aviation Way, Brenham, Washington County, Texas, and it being necessary to provide a penalty for the violation of such regulation; and

WHEREAS, the Brenham Municipal Airport is owned by the City of Brenham, Texas and is located outside of the City's corporate boundaries and extraterritorial jurisdiction; and

WHEREAS, the Texas Transportation Code, Section 22.014, Rules and Jurisdiction, states that:

- (a) A local government may adopt ordinances, resolutions, rules, and orders necessary to manage, govern, and use an airport or air navigation facility under its control or an airport hazard area relating to the airport. This authority applies to an airport, air navigation facility, or airport hazard area in or outside the territory of the local government.
- (b) An airport, air navigation facility, or airport hazard area that is controlled and operated by a local government and that is located outside the territory of the local government is, subject to federal and state law, under the jurisdiction and control of that local government. Another local government may not impose a license fee or occupation tax for operations on the airport, air navigation facility, or airport hazard area; and

WHEREAS, The Texas Transportation Code, Section 22.015, Enforcement of Rules, states that: To enforce an ordinance, resolution, rule, or order adopted under Section 22.014(a), a local government, by ordinance or resolution as appropriate, may appoint airport guards or police, with full police powers, and establish a penalty for a violation of an ordinance, resolution, rule, or order, within the limits prescribed by law. A penalty is enforced in the same manner in which a penalty prescribed by other ordinances or resolutions of the local government is enforced; and

WHEREAS, the City Council hereby finds that the adoption of this Ordinance and the provisions contained herein will promote the health, safety, and general welfare of the public;

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

- Section 1:** That from and after the effective date of this Ordinance it shall be unlawful for any vehicle to exceed the speed of thirty (30) miles per hour on any portion of Aviation Way, a private road within the Brenham Municipal Airport.
- Section 2.** Any person who shall violate any of the provisions of this Ordinance or shall fail to comply therewith or with any of the requirements thereof, shall be deemed guilty of a misdemeanor and shall be liable to a fine, and upon conviction of any such violation shall be fined in a sum of not less than \$1.00 and not more than \$500.00, plus applicable court costs.
- Section 3.** The regulation of the speed of a vehicle under this Ordinance does not apply to the operator of any authorized emergency vehicle, as the term “authorized emergency vehicle” is defined by state law, when responding to an emergency call or when in the pursuit of an actual or suspected violator of the law, or when responding to but not upon returning from a fire alarm, as long as the operator does not endanger life or property.
- Section 4.** All police officers of the City of Brenham Police Department are hereby authorized and granted full police powers to enforce the provisions of this Ordinance at the Brenham Municipal Airport. All police officers of the City of Brenham Police Department are hereby expressly granted the authority to issue citations to persons, and to take any other lawful action, for violations of any provision of this Ordinance. A citation issued pursuant to this Ordinance shall require the alleged violator to appear in Brenham Municipal Court to respond to the charge(s) made in the citation.
- Section 5.** Any and all violations of this Ordinance shall be subject to the exclusive original jurisdiction of the Brenham Municipal Court.
- Section 6.** The City Council hereby directs the City Manager or City Manager’s designee to cause the placement of appropriate speed limit signage providing notification of the speed limit established by this Ordinance. Any person operating a vehicle in excess of the speed limit established by such signage commits a violation of this Ordinance.

Section 7. This Ordinance shall take full force and effect from and after its passage, approval, and publication as required by applicable law and in accordance with the Charter of the City of Brenham, Texas.

PASSED and APPROVED on its first reading this the 7th day of July, 2022.

PASSED and APPROVED on its second reading this the 21st day of July, 2022.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



Regular City Council
AGENDA ITEM 4-B.

Agenda Item: Approve the Ratification of a Contract with the Lower Colorado River Authority (LCRA) in the Amount of \$15,950.80 for Tree Trimming Services Provided by McCoy Tree Surgery and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-July 21, 2022

Department: Public Utilities

Staff Contact: Alton Sommerfield

SUMMARY STATEMENT:

On March 3, 2022, Council approved a contract with LCRA for our annual tree trimming services. The contract is executed through our Technical Services Agreement between LCRA and the City of Brenham. The agreement allowed the City to use services or programs that LCRA has available. McCoy Tree Surgery, Inc. performed the work in accordance with the terms and specifications between LCRA and the Contractor. The approved value of the contract was \$137,113.20. Services resulted in a Ratification of the contract in the amount of \$15,950.80. Staff received the final invoice from McCoy's Tree Surgery on July 8, 2022. A miscommunication between McCoy's billing department and the field crew resulted in an additional week of service. The total amount for the project will exceed the amount approved by Council. City Staff depends on McCoy's to remove crews at the necessary time to avoid over charges.

ATTACHMENTS:

(1) Invoices from McCoy's

RECOMMENDED ACTION:

Approve the ratification of a contract with the Lower Colorado River Authority (LCRA) in the amount of \$15,950.80 for tree trimming services provided by McCoy Tree Surgery and authorize the Mayor to execute any necessary documentation.

DATE 7/14/22

S T A T E M E N T

INVOICE NO. 428

CITY OF BRENHAM UTILITIES

P.O. BOX 1059

BRENHAM

MCCOY TREE SURGERY COMPANY

P.O. BOX 817
NORMAN, OK 73070
800 654-3625

TX 77834

SEND REMITTANCE TO:
McCoy Tree Surgery
PO Box 720342
NORMAN, OK 73072

DIVISION	CREW	PURCHASE ORDER	RATE	WK END
RICARDO MORALES	220100-DIVISION MANAGER	20-12909	REGULAR	7/09/22

CHG	DESCRIPTION	RATE/UNIT	HOURS/QTY	AMOUNT
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LABOR RECAP

1011	SALINAS, ROEL JR		40.00	
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	LABOR HOURS	40.00		
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1011	SUPERVISOR	50.530 PER HOUR	40.00	2021.20
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	TOTAL LABOR CHARGES		40.00	2021.20
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2064	PICKUP	10.970 PER HOUR	40.00	438.80
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	TOTAL EQUIPMENT CHARGES		40.00	438.80
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	TOTAL			2460.00
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DATE 7/14/22

S T A T E M E N T

INVOICE NO. 429

CITY OF BRENHAM UTILITIES

P.O. BOX 1059

BRENHAM

MCCOY TREE SURGERY COMPANY

P.O. BOX 817

NORMAN, OK 73070

800 654-3625

TX 77834

SEND REMITTANCE TO:
McCoy Tree Surgery
PO Box 720342
NORMAN, OK 73072

DIVISION	CREW	PURCHASE ORDER	RATE	WK END
RICARDO MORALES	220101-3 MAN BUCKET	20-12909	REGULAR	7/09/22

CHG	DESCRIPTION	RATE/UNIT	HOURS/QTY	AMOUNT
LABOR RECAP				
1021	RODRIGUEZ DIAZ, RUBEN		30.00	
1031	MARTINEZ, JESUS A		30.00	
1031	MARTINEZ, MONICO		30.00	
LABOR HOURS			90.00	

1021	FORMAN A	40.000 PER HOUR	30.00	1200.00
1031	TRIMMER A	34.300 PER HOUR	60.00	2058.00
TOTAL LABOR CHARGES			90.00	3258.00
2061	TRIM LIFT	15.300 PER HOUR	30.00	459.00
2063	BRUSH GRINDER	5.820 PER HOUR	30.00	174.60
2067	CHAIN SAW	.920 PER HOUR	90.00	82.80
TOTAL EQUIPMENT CHARGES			150.00	716.40

TOTAL			3974.40
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DATE 7/14/22

S T A T E M E N T

INVOICE NO. 430

CITY OF BRENHAM UTILITIES

P.O. BOX 1059

BRENHAM

MCCOY TREE SURGERY COMPANY

P.O. BOX 817

NORMAN, OK 73070

800 654-3625

TX 77834

SEND REMITTANCE TO:
 McCoy Tree Surgery
 PO Box 720342
 NORMAN, OK 73072

DIVISION	CREW	PURCHASE ORDER	RATE	WK END
RICARDO MORALES	220102-	20-12909	REGULAR	7/09/22

CHG	DESCRIPTION	RATE/UNIT	HOURS/QTY	AMOUNT
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LABOR RECAP

1021	DIAZ, ALEJANDRO		40.00	
1031	FLORES, ERNESTO		40.00	
1031	SALAZAR, RICHARD		40.00	

LABOR HOURS 120.00

1021	FORMAN A	40.000 PER HOUR	40.00	1600.00
1031	TRIMMER A	34.300 PER HOUR	80.00	2744.00

TOTAL LABOR CHARGES 120.00 4344.00

2061	TRIM LIFT	15.300 PER HOUR	40.00	612.00
2063	BRUSH GRINDER	5.820 PER HOUR	40.00	232.80
2067	CHAIN SAW	.920 PER HOUR	120.00	110.40

TOTAL EQUIPMENT CHARGES 200.00 955.20

TOTAL 5299.20

DATE 7/14/22

S T A T E M E N T

INVOICE NO. 431

CITY OF BRENHAM UTILITIES

MCCOY TREE SURGERY COMPANY

P.O. BOX 1059

P.O. BOX 817
NORMAN, OK 73070
800 654-3625

BRENNHAM

TX 77834

SEND REMITTANCE TO:
McCoy Tree Surgery
PO Box 720342
NORMAN, OK 73072

DIVISION	CREW	PURCHASE ORDER	RATE	WK END
RICARDO MORALES	220103-	20-12909	REGULAR	7/09/22

CHG	DESCRIPTION	RATE/UNIT	HOURS/QTY	AMOUNT
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LABOR RECAP

1021	CASAREZ, MARK A		40.00	
1031	CASAREZ, SEBASTIAN N		40.00	
1031	RODRIGUEZ, ARMANDO C		40.00	

LABOR HOURS 120.00

1021	FORMAN A	40.000 PER HOUR	40.00	1600.00
1031	TRIMMER A	34.300 PER HOUR	80.00	2744.00

TOTAL LABOR CHARGES 120.00 4344.00

2061	TRIM LIFT	15.300 PER HOUR	40.00	612.00
2063	BRUSH GRINDER	5.820 PER HOUR	40.00	232.80
2067	CHAIN SAW	.920 PER HOUR	120.00	110.40

TOTAL EQUIPMENT CHARGES 200.00 955.20

TOTAL 5299.20



Regular City Council
AGENDA ITEM 5.

Agenda Item: Presentation of the Development Services Department Update

Meeting Type: Regular Meeting-July 21, 2022

Department: Development Services

Staff Contact: Stephanie Doland

SUMMARY STATEMENT:

During the Development Services update City Staff will provide an update concerning the various divisions of the Development Services Department including, the Brenham Municipal Airport, Building Permits and Inspections, Code Compliance, Engineering, Environmental Health, and Planning. Staff will discuss current and past building permit trends, active Capital Improvement Projects at the Airport, and provide a development update concerning construction projects in the Community.

ATTACHMENTS:

None

RECOMMENDED ACTION:

Department Update only. No action will be taken.



Regular City Council
AGENDA ITEM 6.

Agenda Item: Discuss and Possibly Act Upon the Appointment of Members to Serve on the City of Brenham's Housing Task Force and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-July 21, 2022

Department: Economic Development

Staff Contact: Susan Cates

SUMMARY STATEMENT:

As follow up to the Residential Needs Assessment completed in Fall 2021, Council determined that appointment of a Residential Task Force would be an appropriate next step to assess the results of the Assessment and develop proposed strategies for addressing the issues. The following members are proposed for the Residential Task Force:

- Juan Alfaro, Stylecraft
- Dara Childs, ARM River Builders
- Arlen Thielemann, Thielemann Construction
- Kenya Mitchell, Multi-family housing developer
- Boo Christenson, Hodde Real Estate
- Keith Behrens, Planning & Zoning member
- JD Young, Faith Mission
- Artis Edwards, Multi-family property owner
- Ben Menjares, Brenham Housing Authority
- Rick Flammer, Brenham Housing Authority
- Sgt. Joe Merkley, Brenham Police Department
- Chris Malone, Germania Insurance
- Jason Jennings, Baylor Scott & White Hospital
- Clay Gillentine, Brenham ISD
- Philip Bargas, DR Horton
- Blue Bell Creameries Awaiting Name of Representative
- Dr. John Turner, Blinn College
- Washington County Commissioner to be appointed by Judge Durrenberger

City of Brenham Staff will include:

- Carolyn Miller
- Susan Cates
- Stephanie Doland

Other staff may be included when needed as subject matter indicates. It is also suggested that two City Councilmembers be appointed.

The goal of the Housing Task Force will be to research and review options to address the diversity of housing types needed in our community to support the development Brenham is experiencing. Periodic status updates will be provided to Council with a final report submitted with the Task Force findings.

ATTACHMENTS:

None

RECOMMENDED ACTION:

Approve the appointment of members to the City of Brenham's Housing Task Force.



Regular City Council
AGENDA ITEM 7.

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-22-022 Repealing and Rescinding Resolution Nos. R-13-011 and R-20-020 Concerning the City of Brenham's Gas Fund and Maintenance of Cash Reserves

Meeting Type: Regular Meeting-July 21, 2022

Department: Administration

Staff Contact: Jeana Bellinger

SUMMARY STATEMENT:

The City's gas supplier, Municipal Gas Acquisition and Supply Corporation (MuniGas), has internal policies in place that require the City to demonstrate financial stability. Up until now, the City has satisfied MuniGas' policy by maintaining the required cash reserve balance of \$850,000 from 2013-2019 and \$666,000 from 2020 to present. These balances were secured with the adoption of Resolutions (R-13-011 and R-20-020).

Due to the recently rising gas prices and Winter Storm Uri, it has become more challenging to consistently maintain the required cash reserve balance. MuniGas has provided the City another alternative to maintaining a high cash reserve with the issuance of a Letter of Credit from our bank. This option has been reviewed by staff and it recommended that the 2013 and 2020 Resolutions be repealed and be replaced with a Letter of Credit from Bank of Brenham. This agenda item will repeal the Resolutions; the following agenda item will approve the Letter of Credit.

ATTACHMENTS:

- (1) Resolution No. R-22-022
- (2) Resolution No. R-13-011
- (3) Resolution No. R-20-020

RECOMMENDED ACTION:

Approve Resolution No. R-22-022 repealing and rescinding Resolution Nos. R-13-011 and R-20-020 concerning the City of Brenham's Gas Fund and maintenance of cash reserves.

RESOLUTION NO. R-22-022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS REPEALING AND RESCINDING RESOLUTION NOS. R-13-011 AND R-20-020 CONCERNING ITS GAS FUND AND MAINTENANCE OF CASH RESERVES

WHEREAS, the City of Brenham Gas Utility participates in the municipal gas purchasing cooperative with Municipal Gas Acquisition and Supply Corporation (“MuniGas”); and

WHEREAS, in its efforts to maintain its credit-worthy and cost-saving relationship with MuniGas on terms similar to other participating municipal utilities, on June 20, 2013, the City Council of the City of Brenham passed and approved Resolution No. R-13-011, resolving that the City shall maintain unrestricted cash reserves in its Gas Utility Fund exceeding \$850,000; and

WHEREAS, on May 7, 2020, in response to changing natural gas costs, the City Council of the City of Brenham passed and approved Resolution No. R-20-020, resolving that the City shall maintain unrestricted cash reserves in its Gas Utility Fund exceeding \$666,000; and

WHEREAS, the City Council of the City of Brenham now desires to affirm the City of Brenham’s credit-worthy status by obtaining a Letter of Credit from Bank of Brenham, N.A. rather than by maintenance of minimum unrestricted cash reserves; and

WHEREAS, the City Council of the City of Brenham now desires to repeal and rescind Resolution Nos. R-13-011 and No. R-20-020;

NOW THEREFORE, BE IT RESOLVED that the City Council does hereby repeal and rescind Resolution Nos. R-13-011 and R-20-020 in their entirety, and any authorization and/or approval provided for in Resolution No. R-13-011 and/or Resolution No. R-20-020 is null and void.

PASSED and APPROVED on this the 21st day of July 2022.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

RESOLUTION NO. R-13-011

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS CONCERNING ITS GAS FUND AND MAINTENANCE OF CASH RESERVES

WHEREAS, The City of Brenham, through its Gas Utility, strives to provide all of its residents and customers with the lowest priced utilities available while maintaining the best service possible,

WHEREAS, The City of Brenham Gas Utility has materially reduced the cost of its gas supplies through its long-standing participation in the municipal gas purchasing cooperative with Municipal Gas Acquisition and Supply Corporation ("MuniGas"),

WHEREAS, in its efforts to maintain its credit-worthy and cost-saving relationship with MuniGas on terms similar to other participating municipal utilities, The City of Brenham represents and confirms on behalf of itself and of its Gas Utility that:

1. As of April 30, 2013, the unrestricted cash reserves of the Gas Utility, available for the payment of its operating and maintenance expenses (specifically, including purchases of natural gas supplies), exceeds \$850,000.
2. The Gas Utility shall continually maintain the above noted level of unrestricted cash reserves, except to the degree such required balance is reasonably adjusted in writing by MuniGas, consistent with its requirement of other similar municipal participants in the cooperative Program as a result of material changes in (a) natural gas prices, (b) the Gas Utility's gas supply requirements, and/or (c) other currently unforeseen requirements, including those related to Program gas suppliers, rating agencies and/or significant credit changes in the Gas Utility's major customers.
3. The staff of the City of Brenham shall notify MuniGas within one business day of the City's determination that the balance of this reserve fund falls below the level required in item 2 above.
4. This Resolution will be submitted for approval by future City Councils as necessary to perpetuate the underlying understanding of this Resolution. Furthermore, to the extent this Resolution is deemed ineffective and/or not approved by future City Councils in a timely manner, the City will promptly notify MuniGas in writing.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF BRENHAM, TEXAS that the Mayor is authorized to execute all documents necessary concerning the City of Brenham's Gas Fund and maintenance of cash reserves.

PASSED and APPROVED on this the 24th day of June, 2013.

By: _____

Milton Y. Tate, Jr., Mayor

ATTEST:

By: _____

Amanda Klehm

Amanda Klehm, Deputy City Secretary



RESOLUTION NO. R-20-020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS CONCERNING ITS GAS FUND AND MAINTENANCE OF CASH RESERVES

WHEREAS, The City of Brenham, through its Gas Utility, strives to provide all of its residents and customers with the lowest priced utilities available while maintaining the best service possible,

WHEREAS, The City of Brenham Gas Utility has materially reduced the cost of its gas supplies through its long-standing participation in the municipal gas purchasing cooperative with Municipal Gas Acquisition and Supply Corporation ("MuniGas"),

WHEREAS, in its efforts to maintain its credit-worthy and cost-saving relationship with MuniGas on terms similar to other participating municipal utilities, The City of Brenham represents and confirms on behalf of itself and of its Gas Utility that:

1. As of March 31, 2020, the unrestricted cash reserves of the Gas Utility, available for the payment of its operating and maintenance expenses (specifically, including purchases of natural gas supplies), exceeds \$666,000.
2. The Gas Utility shall continually maintain the above noted level of unrestricted cash reserves, except to the degree such required balance is reasonably adjusted in writing by MuniGas, consistent with its requirement of other similar municipal participants in the cooperative Program as a result of material changes in (a) natural gas prices, (b) the Gas Utility's gas supply requirements, and/or (c) other currently unforeseen requirements, including those related to Program gas suppliers, rating agencies and/or significant credit changes in the Gas Utility's major customers.
3. The staff of the City of Brenham shall notify MuniGas within one business day of the City's determination that the balance of this reserve fund falls below the level required in item 2 above.
4. This Resolution will be submitted for approval by future City Councils as necessary to perpetuate the underlying understanding of this Resolution. Furthermore, to the extent this Resolution is deemed ineffective and/or not approved by future City Councils in a timely manner, the City will promptly notify MuniGas in writing.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF BRENHAM, TEXAS
that the Mayor is authorized to execute all documents necessary concerning the City of Brenham's
Gas Fund and maintenance of cash reserves.

PASSED and APPROVED on this the 7th day of May 2020.



Milton Y. Tate, Jr.
Milton Y. Tate, Jr.
Mayor

ATTEST:

By: Jean Bellinger
Jean Bellinger, TRMC, CMC
City Secretary



Regular City Council
AGENDA ITEM 8.

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-22-023 Related to a Letter of Credit with Bank of Brenham for Gas Fund Reserves and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-July 21, 2022

Department: Finance

Staff Contact: Stacy Hardy

SUMMARY STATEMENT:

The City's gas supplier, Municipal Gas Acquisition and Supply Corporation (MuniGas), has internal policies in place that require its municipal customers to demonstrate financial stability. Up until now, the City has satisfied these policies by maintaining a required unrestricted cash reserve balance (\$666,000 for years 2020 to current and \$850,000 for years 2013 to 2019). With recently rising gas prices and legal fees related to Winter Storm Uri, it has become more challenging to consistently maintain the required cash reserve balance in the Gas Fund. An alternate method of demonstrating our credit worthiness is through a Letter of Credit. A Letter of Credit will satisfy the requirements of MuniGas and allow the City the flexibility to manage our cash through this changing environment. We have reached out to Bank of Brenham, our depository bank, and been approved for a \$1 million Letter of Credit with an annual fee of 1.25% or \$12,500. The Letter of Credit has been reviewed by both MuniGas and the City Attorney.

ATTACHMENTS:

- (1) Resolution No. R-22-023
- (2) Redlined LOC Documents

RECOMMENDED ACTION:

Approve Resolution No. R-22-023 related to a letter of credit with Bank of Brenham for Gas Fund Reserves and authorize the Mayor to execute any necessary documentation.

RESOLUTION NO. R-22-023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS AUTHORIZING A LETTER OF CREDIT AGREEMENT AND ASSOCIATED DOCUMENTS

WHEREAS, the City of Brenham, through its Gas Utility, strives to provide all its residents and customers with the lowest priced utilities available while maintaining the best service possible; and

WHEREAS, the City of Brenham Gas Utility has materially reduced the cost of its gas supplies through its long-standing participation in the municipal gas purchasing cooperative with Municipal Gas Acquisition and Supply Corporation (“MuniGas”); and

WHEREAS, in its efforts to maintain its credit-worthy and cost-saving relationship with MuniGas on terms similar to other participating municipal utilities, the City of Brenham has previously held minimum unrestricted cash reserves as required by MuniGas; and

WHEREAS, MuniGas has agreed to transition the City of Brenham from a cash balance agreement to an agreement requiring the City to obtain a Letter of Credit with MuniGas as the beneficiary; and

WHEREAS, the City Council of the City of Brenham desires to approve the Letter of Credit Agreement attached hereto as Exhibit A, as well as all other associated documents, and authorize its use for the purpose of maintaining the credit-worthy status of the City of Brenham Gas Utility; and

NOW THEREFORE, BE IT RESOLVED that the Mayor is authorized to execute any and all documents concerning the City of Brenham’s approval and acceptance of the Letter of Credit Agreement in the attached Exhibit A.

PASSED and APPROVED on this the 21st day of July 2022.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



July 21, 2022

Issuer: Bank of Brenham N.A.
501 S. Austin St.
Brenham, Texas 77833
Facsimile: (979)-836-3334

Applicant: City of Brenham
200 W. Vulcan St.
Brenham, Texas 77833

Beneficiary: Municipal Gas Acquisition and Supply Corporation
Three Riverway, Suite 1900
Houston, Texas 77056
Facsimile: 713-888-0239

Amount: \$One Million and 00/100 U.S. Dollars (\$1,000,000.00)

Expiration Date: July 21, 2023

We hereby issue this irrevocable non-transferable standby letter of credit number 101 ("Letter of Credit") by order of, for the account of, and on behalf of the City of Brenham (the "Applicant") and in favor of Municipal Gas Acquisition and Supply Corporation (the "Beneficiary").

This Letter of Credit is irrevocable and is issued, presentable, and payable to the Beneficiary. Issuer engages with Beneficiary that documents presented under and in compliance with the terms of this Letter of Credit will be honored at sight on presentation and surrender of certain documents pursuant to the terms of the Letter of Credit. Documents presented under this Letter of Credit may be presented in person or by facsimile to Issuer at the address or facsimile referenced above for the Issuer.

This Letter of Credit is available in one or more drawings and may be drawn hereunder for the account of the City of Brenham up to an aggregate amount of One Million U.S. Dollars (USD \$1,000,000.00). This Letter of Credit may be drawn against by presentation to us at our office located at 501 S. Austin St., Brenham, Texas 77833 of a certificate signed by and authorized representative, officer or director of the Beneficiary, containing any one or more of the following statements:

1. The undersigned hereby certifies to the Bank of Brenham that the City of Brenham has not performed in accordance with the contract(s) between Beneficiary and the City of Brenham. As such the Beneficiary hereby draws upon the Letter of Credit in an amount equal to _____ (amount to be determined at time of drawing)

and/or

2. As of the close of business on or before ~~June 1~~ ^{July 21}, 2023, the undersigned hereby certifies that the Applicant has failed to amend, extend, or replace the Letter of Credit in a manner acceptable to the Beneficiary. As such the Beneficiary hereby draws upon the Letter of Credit in an amount equal to _____ (amount to be determined at time of drawing).

and/or

3. As of the close of business on _____, 20__, the undersigned hereby certifies that at least three(3) Business Days prior notice has been provided to the Applicant whereby such notice requires the Applicant to replace the Letter of Credit in a manner acceptable to the Beneficiary due to the Beneficiary's concern regarding the financial standing of the Issuer. As such, the Beneficiary hereby draws upon the Letter of Credit in an amount equal to _____ (amount to be determined at time of drawing).

Beneficiary shall have the immediate right, in the event of presentation of a certificate as provided in subparagraphs 1, 2 and/or 3 above, to draw down the amount available under this Letter of Credit.

If presentation of any certificate pursuant to subparagraphs 1, 2 and/or 3 above is made on a day on which the Issuer is open for business (a "Business Day") and such presentation is made before 12:00 p.m. eastern time, the Issuer shall satisfy such draw request on the next Business Day as instructed by the Beneficiary. If the presentation of any certificate pursuant to subparagraphs 1, 2 and/or 3 above is made on a Business Day and such presentation is made after 12:00 p.m. eastern time, the Issuer shall satisfy such draw request on the immediately succeeding second Business Day as instructed by the Beneficiary. If the presentation of any certificate pursuant to subparagraphs 1, 2 and/or 3 above is made on a day which is not a Business Day, such certificate shall be deemed presented on the next succeeding Business Day. Notice of dishonor shall be given by the Issuer no later than the immediately succeeding Business Day after the Business Day of presentation of any certificate pursuant to subparagraphs 1, 2 and/or 3 above by facsimile to the Beneficiary at the facsimile number referenced above for the Beneficiary.

The following conditions shall apply to this Letter of Credit:

1. The amount which may be drawn by the Beneficiary under this Letter of Credit shall be automatically reduced by the amount of any drawings hereunder.
2. All commissions and charges shall be borne by the Applicant.
3. This Letter of Credit is non-transferrable.
4. This Letter of Credit is irrevocable.
5. Partial draws and/or multiple draws on this Letter of Credit are permitted.
6. This Letter of Credit and the conditions contained herein may not be amended, waived, changed or modified without the express written consent of the Beneficiary and the Applicant.
7. In the event of an act of God, riot, civil commotion, insurrection, war or any other cause beyond the Issuer's control that interrupts the Issuer's business and causes the address for presentation of this Letter of Credit to be closed for business on day of presentation, the expiration date of this Letter of Credit will be automatically extended without amendment to the date thirty (30) Business Days after the date on which the Issuer's office has reopened for customary business.
8. This Letter of Credit shall be governed by the laws of the State of Texas and the International Standby Practices Publication No. 590 of the International Chamber of Commerce (the "ISP") except to the extent that the terms hereof are inconsistent with the provisions of the ISP, in which case the terms of this Letter of Credit shall govern.

Jim Kruse
President, Bank of Brenham N.A.

LETTER OF CREDIT AGREEMENT

Lender/Issuer: Bank of Brenham, N.A.

Applicant: City of Brenham

501 S. Austin St.
Brenham, Texas 77833

200 W. Vulcan St.
Brenham, Texas 77833

Beneficiary: Municipal Gas Acquisition and
Three Riverway, Suite 1900
Houston, Texas 77056

Supply Corporation

Amount: \$1,000,000.00

This Agreement is entered into among the Lender and Applicant for the purpose of Lender providing a Standby Letter of Credit on behalf of Applicant, upon the following terms:

1. Lender agrees to issue a Letter of Credit in the form attached hereto dated July 21, 2022 in the amount of One Million (\$1,000,000.00) Dollars (the "Letter of Credit").
2. Applicant agrees to pay a fee of \$12,500.00 to Issuer for issuance of Letter of Credit.
3. The Letter of Credit is subject to all provisions, and shall be in compliance with, International Standby Practices Publication No. 590 of the International Chamber of Commerce.
4. The Maturity Date of the Letter of Credit shall be July 21, 2023.
5. The Letter of Credit shall be non-transferable and irrevocable.
6. To the extent allowed by law, Applicant agrees to indemnify and hold Lender harmless from any loss, cost, expense, or damages, including reasonable attorney's fees, as may result from the issuance of this Letter of Credit.
7. Any advances under the Letter of Credit shall be reimbursed and payable to Issuer by Applicant in accordance with the attached promissory note.
8. Issuer shall have no obligation to renew the Letter of Credit or extend the term thereof.
9. Issuer has no liability, obligation or responsibility whatsoever with respect to any agreement between Applicant and Beneficiary except to advance the proceeds of the Letter of Credit as herein agreed. Issuer is not liable for the performance or default of any party or for the performance or nonperformance of any obligation of Applicant or Beneficiary. Applicant shall have no right of offset, counterclaim or defense against Issuer for payment of any sums which Issuer has advanced under the Letter of Credit because of any claim Applicant may have against Beneficiary or the obligations arising under the Contract between Applicant and Beneficiary.
10. Upon request by Issuer, which request may be given to Applicant at any time, Applicant agrees to furnish for Lender true and correct copies of all contracts between Applicant and Beneficiary.

DATED: July 21, 2022

ISSUER:

BANK OF BRENHAM, N.A.

By: _____

Name: _____

Title: _____

APPLICANT:

City of Brenham

By: _____

Name: _____

Title: _____



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. for Engineering Services Related to a Water Source Evaluation and a Water Treatment Plant Expansion Plan and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-July 21, 2022

Department: Public Utilities

Staff Contact: Alton Sommerfield

SUMMARY STATEMENT:

On December 15, 2021, the TCEQ conducted a compliance audit at the Water Treatment Plant. The results of the investigation indicated that the water system's total production capacity had exceeded 85% of its existing capacity. The ability to serve new residential and commercial customers is limited unless the City expands the water system's treatment capacity. The study, design/engineering and construction phases for water plant expansion takes approximately 5 years. Given the rapid growth in the area, it is imperative that we start the process immediately.

The Professional Services Agreement engages Strand Associations, Inc. to evaluate future water needs, alternative (groundwater) water sources, and options for expanding water treatment capacity. It will take six months to complete the evaluation. The final report will include three options for expanding water treatment capacity, with two options incorporating a groundwater source, probable costs, and a project schedule. The cost of engineering services is not to exceed \$110,000 and will be charged to the Water Fund (104), GL 5-163-402.00 with some charges in FY22 covered from department cost savings and the (majority) balance included in the Department 163 Water Treatment Department's FY23 budget.

ATTACHMENTS:

- (1) Professional Services Agreement
- (2) Certificate of Liability Insurance
- (3) Certificate of Interested Parties

RECOMMENDED ACTION:

Approve a Professional Services Agreement between the City of Brenham and Strand Associates Inc., in an amount not to exceed \$110,000.00, for engineering services related to a water source evaluation and a water treatment plant expansion plan and authorize the Mayor to execute any necessary documentation.

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

**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 develop a plan for future water system improvements to increase system capacity and redundancy, 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 July 21, 2022. Services are scheduled for completion on January 19, 2023. 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 \$110,000, 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 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 Honorable Milton Y. Tate, Jr., 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.[®]

 6/21/22
Joseph M. Bunker Date
Corporate Secretary

ATTEST:

CITY OF BRENHAM, TEXAS

Jeana Bellinger Date
City Secretary

Milton Y. Tate Jr. Date
Mayor

ATTACHMENT "A"

PART A–SCOPE OF SERVICES

**CITY OF BRENHAM
PROJECT NO. _____
WATER SOURCE EVALUATION AND
WATER TREATMENT PLANT EXPANSION PLAN**

1. Attend a kickoff meeting in conjunction with a site visit to review the scope of services and collect information regarding the existing water system from City.
2. Evaluate City-provided population and water demand projection data for the 2042 design year, future 2062 design year, the ultimate design year of 2082, and compare these projections to existing water system capacities. Future water supply expansion capabilities will be based on additional water supply from Lake Somerville as authorized and permitted by the Brazos River Authority (BRA).
3. Conduct a two-day site visit to interview City staff and observe and photo document the existing condition of the following water system components.
 - a. Potential source waters, including the existing surface water source and three potential groundwater sites
 - b. Intake pumping station and raw water transmission main
 - c. Raw water storage tank and pumping station
 - d. Chemical storage and feed facilities
 - e. Solids contact clarification process
 - f. Granular media filtration process
 - g. Transfer pumping station
 - h. Residuals handling processes:
 - (1) Solids contact clarifier sludge gravity thickener
 - (2) Backwash holding basin and backwash recycling pumping station
 - (3) Waste sludge pumping and centrifuge facilities
 - (4) Waste hauling
 - i. Clearwell and finished water storage
 - j. High service pumping stations

- k. Existing offices and unused facilities for a space needs evaluation
4. Evaluate the general condition and capacity of the water system components listed above.
 5. Summarize the findings and evaluations of items No. 1 through No. 4 in the form of Technical Memorandum No. 1 (TM-1)—System Capacities and Condition, for review, comment, and videoconference meeting with City. Prepare and present an updated TM-1, with the appropriate review comments from the meeting incorporated as Sections No. 1, 2, and 3 of the final report.
 6. Evaluate options to improve the existing intake pumping system and piping and install a redundant intake pipe between Lake Somerville and the Brenham Water Treatment Plant. Perform an evaluation of the existing intake hydraulics to review capacity of the intake system. Installation details associated with a redundant intake pipe installation will be based on the existing abandoned intake piping.
 7. Summarize the findings and evaluations of item No. 6 in the form of Technical Memorandum No. 2 (TM-2)—Intake Improvement and Redundancy Options, for review, comment, and videoconference meeting with City. Prepare and present an updated TM-2, with the appropriate review comments from the meeting incorporated as Section No. 4 of the final report.
 8. Evaluate up to three alternatives to rehabilitate and expand the existing water supply and production facilities to meet the 2042 design year, future 2062 design year, and the ultimate design year of 2082, based solely on the BRA's ability to permit additional water supply to City from Lake Somerville. The evaluation will consider a phased project to accommodate the three different design years, mentioned above, by increasing capacity through the following:
 - a. Alternative A—Pressurized or submerged membrane filtration within the footprint of the existing facilities and potential long-term replacement of existing granular filtration capacity with the existing surface water source.
 - b. Alternative B—Conventional treatment expansion within the footprint of existing facilities using similar treatment with the existing surface water source.
 - c. Alternative C—Adding system redundancy by considering construction of a second raw water main, construction of a reservoir along the route of the existing raw water main, and construction of a ground water well field along the route of the existing raw water main to supplement the lake water.
 9. Evaluate the capacity of existing facilities to accommodate the space needs for future operator areas and offices, conference rooms, and support areas necessary for water treatment plant operations.

10. Summarize the findings and evaluations of items No. 8 and No. 9 in the form of Technical Memorandum No. 3 (TM-3)—Existing WTP Rehabilitation, for review, comment, and face-to-face meeting with City. Prepare and present an updated TM-3, with the appropriate review comments from the meeting incorporated as Sections No. 5, 6, and 7 of the final report.
11. Evaluate three conceptual designs, including process schematics; site plan for the existing WTP and one possible site plan for a new facility; comparison of process efficiencies; ability of each process to achieve treatment goals; opinions of probable costs of ownership, including capital and operation and maintenance costs; and other nonmonetary factors.
12. Summarize the findings and evaluations of item No. 11 in the form of Technical Memorandum No. 4 (TM-4)—Water System Preliminary Plan, for review, comment, and videoconference meeting with City. Prepare and present an updated TM-4, with the appropriate review comments from the meeting incorporated as Section No. 8 of the final report.
13. Develop recommendations based on City's selected alternative, including basic project sequencing and scheduling, and prepare a draft preliminary design report incorporating this information and the four technical memorandums. The draft report will adhere to the following outline.

Executive Summary

Section 1—Introduction

Section 2—Existing Facility Summary

Section 3—Existing and Future Capacity Needs

Section 4—Alternative Water Sources

Section 5—Alternative A Options and Summary

Section 6—Alternative B Options and Summary

Section 7—Alternative C Options and Summary

Section 8—Space Needs Evaluation

Section 9—Recommendations, Probable Cost of Ownership, and Project Schedule

14. Meet with City representatives via videoconference to discuss the draft report and collect comments.
15. Prepare final report and submit to City in digital format.

PART B–BASIS OF COMPENSATION AND REIMBURSABLE EXPENSES

CITY OF BRENHAM PROJECT NO. _____ WATER SOURCE EVALUATION AND WATER TREATMENT PLANT EXPANSION PLAN

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 \$110,000.

ATTACHMENT "B"

INSURANCE

**CITY OF BRENHAM
PROJECT NO. _____
WATER SOURCE EVALUATION AND
WATER TREATMENT PLANT EXPANSION PLAN**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/7/2022

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. MSN 2901 W. Beltline Hwy. Suite 202 Madison WI 53713	CONTACT NAME: Joe Keal PHONE (A/C, No, Ext): 800-643-6133 E-MAIL ADDRESS: joe.keal@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: CNA Insurance Companies	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1661542586

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
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ 1,000 ☒ XCU cov. incl. GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC			5099170076	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 900,000 MED EXP (Any one person) \$ 15,000 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 ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			5099170062	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			5099170059	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC595126844	1/1/2022	1/1/2023	☒ 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
A	Professional Liability Full Prior Acts			AEH113974097	7/1/2021	7/1/2022	Each Claim 2,000,000 Aggregate 2,000,000 Full Prior Acts

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

PROJECT: Water Source Evaluation and Water Treatment Plant Expansion Plan
Strand Project #: 3900.264

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 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:
2022-895969

Date Filed:
06/07/2022

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

Date Acknowledged:

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. 3900.264
Engineering Services for Water Source Evaluation and Water Treatment Plant Expansion Plan

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. ☐

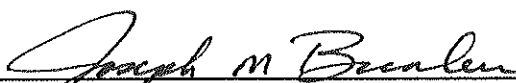
6 UNSWORN DECLARATION

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 27 day of June, 2022.
(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 Consulting Services Agreement Between the City of Brenham and R.W. Harden & Associates, Inc. Related to a Groundwater Availability Study and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-July 21, 2022

Department: Public Utilities

Staff Contact: Debbie Gaffey

SUMMARY STATEMENT:

In conjunction with expanding the Water Treatment Plant, the City is interested in a groundwater supply to supplement the existing surface water supply. For this purpose, we would like to engage R.W. Harden & Associates, Inc. to conduct a Groundwater Availability Study for the City of Brenham. The scope of work will include:

1. Compilation and review of available hydrogeologic information
2. Estimation of groundwater availability using flow modeling for meeting long-term needs
3. Final report and presentation with recommendations

The cost of consulting services is not to exceed \$24,500 and will be charged to the Water Fund (104), GL 5-163-402.00 with some charges in FY22 covered from department cost savings and the (majority) balance included in the Department 163 Water Treatment Department's FY23 budget.

ATTACHMENTS:

- (1) RW Harden Consulting Agreement
- (2) Exhibit A and B - RW Harden

RECOMMENDED ACTION:

Approve a Consulting Services Agreement between the City of Brenham and R.W. Harden & Associates, Inc., in an amount not to exceed \$24,500.00, related to a groundwater availability study and authorize the Mayor to execute any necessary documentation.

CONSULTING SERVICES AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF WASHINGTON §

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2022, by and between the City of Brenham, Texas, a Texas municipal corporation, with its principal office at 200 W. Vulcan, Brenham, Texas 77833, hereinafter called "CITY" and R.W. Harden, with its office at 9009 Mountain Ridge Dr, Suite 100, Austin, Texas 78759 hereinafter called "CONSULTANT."

WITNESSETH, that in consideration of the covenants and agreements herein contained, the parties hereto do mutually agree as follows:

ARTICLE 1 **EMPLOYMENT OF CONSULTANT**

The CITY hereby contracts with the CONSULTANT, as an independent contractor, and the CONSULTANT hereby agrees to perform the services herein as stated in the sections to follow, with diligence and in accordance with the highest professional standards customarily obtained for such services in the State of Texas.

ARTICLE 2 **SCOPE OF SERVICES**

The CONSULTANT, upon the request of the CITY, shall perform the following services in a professional manner:

- A. All those services set forth in the Scope of Services document which is attached hereto and made a part hereof as Exhibit "A" as if written word for word herein. CONSULTANT shall not self-initiate any project or work.
- B. If there is any conflict between the terms of this Agreement and the exhibits attached to this Agreement, the terms and conditions of this Agreement will control over the terms and conditions of the attached exhibits or task orders.

ARTICLE 3
PERIOD OF SERVICE

This Agreement shall become effective upon execution of this Agreement by the CITY and the CONSULTANT and shall remain in force for the period which may reasonably be required for the completion of the tasks requested by the CITY, and any required extensions approved in writing by the City Manager or designee. This Agreement may be sooner terminated in accordance with the provisions hereof. Time is of the essence in this Agreement. The CONSULTANT shall make all reasonable efforts to complete the services set forth herein as expeditiously as possible and to meet the schedule established by the CITY.

ARTICLE 4
COMPENSATION

- A. COMPENSATION, BILLING AND PAYMENT: For and in consideration of the professional services to be performed by the CONSULTANT herein, the CITY agrees to pay the lump sum amount of \$24,500.00 as shown in Exhibit "A" which is attached hereto and made a part of this Agreement as if written word for word herein. In addition, the CITY agrees to pay reasonable expenses as outlined in Exhibit B, which is attached hereto and made a part of this Agreement as if written word for word herein.

Nothing contained in this Article shall require the CITY to pay for any work which is unsatisfactory, as reasonably determined by the City Manager, or which is not submitted in compliance with the terms of this Agreement. The CITY shall not be required to make any payments to the CONSULTANT when the CONSULTANT is in default under this Agreement.

It is specifically understood and agreed that the CONSULTANT shall not be authorized to undertake any work pursuant to this Agreement without first having obtained written authorization from the City Manager or designee. CONSULTANT shall not be compensated for any self-initiated projects or self-initiated work.

- B. PAYMENT: If the CITY fails to make payments due the CONSULTANT for services and expenses within thirty (30) days after CITY'S receipt of the CONSULTANT'S undisputed statement thereof, as provided in Chapter 2251, Texas Government Code, interest on overdue payments shall accrue at the rate as provided in Chapter 2251, Texas Government Code, provided, however, nothing herein shall require the CITY to pay the interest as set forth herein if the CITY reasonably determines that the work, or portion thereof, is unsatisfactory, in accordance with this Article 4, "Compensation."

ARTICLE 5
OBSERVATION AND REVIEW OF THE WORK

The CONSULTANT will exercise reasonable care and due diligence in discovering and promptly reporting to the CITY any defects or deficiencies in the work of the CONSULTANT or any subcontractors or subconsultants.

ARTICLE 6
OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by the CONSULTANT (and CONSULTANT's subcontractors or subconsultants) pursuant to this Agreement are instruments of service and shall become the property of the CITY upon the payment of the CONSULTANT pursuant to the terms of this Agreement. The CONSULTANT is entitled to retain copies of all such documents.

ARTICLE 7
INDEPENDENT CONTRACTOR

CONSULTANT shall provide services to CITY as an independent contractor, not as an employee of the CITY. CONSULTANT shall not have or claim any right arising from employee status.

ARTICLE 8
INDEMNITY AGREEMENT

THE CONSULTANT SHALL INDEMNIFY AND SAVE AND HOLD HARMLESS THE CITY AND ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, DEMANDS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING, BUT NOT LIMITED TO COURT COSTS AND REASONABLE ATTORNEY FEES INCURRED BY THE CITY, AND INCLUDING, WITHOUT LIMITATION, DAMAGES FOR BODILY AND PERSONAL INJURY, DEATH AND PROPERTY DAMAGE, RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE CONSULTANT OR ITS OFFICERS, SHAREHOLDERS, AGENTS, OR EMPLOYEES IN THE EXECUTION, OPERATION, OR PERFORMANCE OF THIS AGREEMENT.

NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO CREATE A LIABILITY TO ANY PERSON WHO IS NOT A PARTY TO THIS AGREEMENT, AND NOTHING HEREIN SHALL WAIVE ANY OF THE PARTIES' DEFENSES, BOTH AT LAW OR EQUITY, TO ANY CLAIM, CAUSE OF ACTION, OR LITIGATION FILED BY ANYONE NOT A PARTY TO THIS AGREEMENT, INCLUDING THE DEFENSE OF GOVERNMENTAL IMMUNITY, WHICH DEFENSES ARE HEREBY EXPRESSLY RESERVED.

ARTICLE 9
TERMINATION OF AGREEMENT

- A. Notwithstanding any other provision of this Agreement, either party may terminate for convenience, without cause, by giving thirty (30) days' advance written notice to the other party.
- B. This Agreement may be terminated in whole or in part in the event of either party substantially failing to fulfill its obligations under this Agreement. No such termination will be effective unless the other party is given (1) written notice (delivered by certified mail, return receipt requested) of intent to terminate and setting forth the reasons specifying the non-performance, and not less than thirty (30) calendar days to cure the failure; and (2) an opportunity for consultation with the terminating party prior to termination.
- C. If the Agreement is terminated prior to completion of the services to be provided hereunder, CONSULTANT shall immediately cease all services and shall render a final bill for services to the CITY within thirty (30) days after the date of termination. The CITY shall pay CONSULTANT for all services properly rendered and satisfactorily performed and for reimbursable expenses to termination incurred prior to the date of termination, in accordance with Article 4 "Compensation." Should the CITY subsequently contract with a new consultant for the continuation of services on the Project, CONSULTANT shall cooperate in providing information to the CITY and the new consultant. The CONSULTANT shall turn over all documents prepared or furnished by CONSULTANT pursuant to this Agreement to the CITY on or before the date of termination but may maintain copies of such documents for its use.

ARTICLE 10
RESPONSIBILITY FOR CLAIMS AND LIABILITIES

Approval by the CITY shall not constitute, nor be deemed a release of the responsibility and liability of the CONSULTANT, its employees, associates, agents, subcontractors, and subconsultants for the accuracy and competency of their designs or other work; nor shall such approval be deemed to be an assumption of such responsibility by the CITY for any defect in the design or other work prepared by the CONSULTANT, its employees, subcontractors, agents, and consultants.

ARTICLE 11
NOTICES

All notices, communications, and reports required or permitted under this Agreement shall be personally delivered or mailed to the respective parties by depositing same in the United States mail to the address shown below, certified mail, return receipt requested, unless otherwise

specified herein. Mailed notices shall be deemed communicated as of three (3) days after mailing:

To CONSULTANT:

R.W. Harden & Associates, Inc.
Attn: Elizabeth Ferry, P.G., Principal
9009 Mountain Ridge Dr, Suite 100
Austin, Texas 78759

To CITY:

City of Brenham
Attn: Carolyn Miller, City Manager
P.O. Box 1059
Brenham, Texas 77834-1059

All notices shall be deemed effective upon receipt by the party to whom such notice is given, or within three (3) days after mailing.

ARTICLE 12 **ENTIRE AGREEMENT**

This Agreement, consisting of eight (8) pages and one (1) exhibit, constitutes the complete and final expression of the agreement of the parties, and is intended as a complete and exclusive statement of the terms of their agreements, and supersedes all prior or contemporaneous offers, promises, representations, negotiations, discussions, communications, and agreements which may have been made in connection with the subject matter hereof.

ARTICLE 13 **SEVERABILITY**

If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable. In such event, the parties shall reform this Agreement to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 14 **COMPLIANCE WITH LAWS**

The CONSULTANT shall comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the work covered hereunder as they may now read or hereinafter be amended.

ARTICLE 15
DISCRIMINATION PROHIBITED

In performing the services required hereunder, the CONSULTANT shall not discriminate against any person on the basis of race, color, religion, sex, national origin, age, disability, or other unlawful basis.

ARTICLE 16
PERSONNEL

- A. The CONSULTANT represents that it has or will secure, at its own expense, all personnel required to perform all the services required under this Agreement. Such personnel shall not be employees or officers of, or have any contractual relations with, the CITY. CONSULTANT shall inform the CITY of any conflict of interest or potential conflict of interest that may arise during the term of this Agreement.
- B. All services required hereunder will be performed by the CONSULTANT or under its supervision. All personnel engaged in work shall be qualified and shall be authorized and permitted under state and local laws to perform such services.

ARTICLE 17
ASSIGNABILITY

The CONSULTANT shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment, novation, or otherwise) without the prior written consent of the CITY.

ARTICLE 18
MODIFICATION

No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding arising between the parties hereto out of or affecting this Agreement, or the rights or obligations of the parties hereunder, and unless such waiver or modification is in writing and duly executed; and the parties further agree that the provisions of this section will not be waived unless as set forth herein.

ARTICLE 19
MISCELLANEOUS

- A. The following exhibits are attached to and made a part of this Agreement:
 - 1. Exhibit A: Conducting Groundwater Availability Study

2. Exhibit B: Standard Fees for Technical Services

- B. CONSULTANT agrees that CITY shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the CONSULTANT involving transactions relating to this Agreement. CONSULTANT agrees that CITY shall have access during normal working hours to all necessary CONSULTANT facilities and shall be provided adequate and appropriate working space in order to conduct audits in compliance with this section. CITY shall give CONSULTANT reasonable advance notice of intended audits.
- C. Venue of any suit or cause of action under this Agreement shall lie exclusively in Washington County, Texas. This Agreement shall be construed in accordance with the laws of the State of Texas without regard to any conflicts of law provisions.
- D. For the purpose of this Agreement, the key person who will perform the majority of the work hereunder shall be Elizabeth Ferry. However, nothing herein shall limit CONSULTANT from using other qualified and competent members of its firm to perform the services required herein.
- E. CONSULTANT shall commence, carry on, and complete any and all projects with all applicable dispatch, in a sound, economical, and efficient manner and in accordance with the provisions hereof. In accomplishing the projects, CONSULTANT shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work being carried on by the CITY.
- F. The CITY shall assist the CONSULTANT by placing at the CONSULTANT's disposal all reasonably available information pertinent to a project, including previous reports, any other data relative to the project, and arranging for the access thereto, and make all reasonable provisions for the CONSULTANT to enter in or upon public and private property as required for the CONSULTANT to perform services under this Agreement.
- G. The captions of this Agreement are for informational purposes only and shall not in any way affect the substantive terms or conditions of this Agreement.
- H. To the extent this Agreement is considered a contract for goods or services subject to 2270.002 Texas Government Code, User verifies that it: i) does not boycott Israel; and ii) will not boycott Israel during the term of this Agreement.

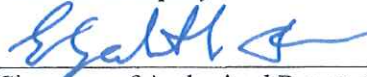
IN WITNESS HEREOF, the City of Brenham, Texas has caused this Agreement to be executed by its duly authorized representative, and CONSULTANT has executed this Agreement through its duly authorized representative on this the ____ day of _____, 20____.

CITY OF BRENHAM, TEXAS

Milton Y. Tate, Jr., Mayor

R.W. Harden & Associates, Inc.

Name of Company


Signature of Authorized Representative

Elizabeth Ferry, P.G., Principal

Printed Name and Title

Attest:


Signature

Michael Keester, Principal
Printed Name and Title

EXHIBIT A
R.W. HARDEN & ASSOCIATES, INC.
SCOPE OF WORK ASSOCIATED WITH CONDUCTING A
GROUNDWATER AVAILABILITY STUDY FOR THE CITY OF BRENHAM, TEXAS

R.W. Harden & Associates, Inc. (RWH&A) provides herein a description of the anticipated tasks, schedule, and budget (collectively, the Scope of Work) associated with performing a groundwater availability study for the City of Brenham (City) in Washington County, Texas. RWH&A understands that the City is looking for groundwater supply to supplement their existing surface water supply. Therefore, the focus of this study is to identify favorable production areas that meet the City's needs in terms of long-term aquifer yield and quality of groundwater. Within this document, the term "Client" refers to the City of Brenham. Additionally, within this document, the term "Project Area" refers to the area from Lake Somerville and south to the City, within and surrounding the City of Brenham, and east towards Chappell Hill, Texas.

General tasks to be performed by RWH&A include:

- 1) **Evaluation of Available Data** – Compile and review hydrogeologic information from various public and private sources. Collate and summarize data for use in subsequent tasks.
- 2) **Estimation of Groundwater Availability through Modeling** – Perform groundwater flow modeling using hydrogeologic data to estimate long-term groundwater availability, regional and local-scale aquifer responses to groundwater production, and the potential number of wells needed to meet project demands.
- 3) **Reporting and Presentation** – Prepare a letter report detailing the evaluation methods and results, provide recommendations of development of anticipated future groundwater supplies, and include discussions of all pertinent issues affecting the project.

The following sections provide detailed descriptions of the work to be conducted.

TASK 1 – EVALUATION OF AVAILABLE DATA

RWH&A will compile and review available information pertaining to the geologic structure, lithologic composition, aquifer productivity, and water quality of the available aquifers in the Project Area. RWH&A's evaluation will include review of available geologic and hydrologic data including published and unpublished groundwater and geologic maps and reports, geophysical logs, well completion records, well testing records, water quality analyses, and other applicable information. Data sources may include the Client, the Texas Water Development Board (TWDB), the Texas Department of Licensing and Regulation (TDLR), the University of Texas Bureau of Economic Geology (BEG), the Texas Commission on Environmental Quality (TCEQ), the United States Geological Survey (USGS), Groundwater Management Area 14, Brazos G Regional Water Planning Group, and RWH&A files.

TASK 2 – ESTIMATION OF GROUNDWATER AVAILABILITY

Using the information obtained, RWH&A will perform modeling to generate estimates of the groundwater availability from the target aquifers within the Project Area. RWH&A typically employs a variety of modeling techniques to evaluate the feasibility of groundwater and the potential impacts associated with hydrogeologic conditions/stresses including pumping, drought, hydraulic boundaries, and variations in the distribution and type of aquifer sediments. The following discussions outline anticipated modeling tasks to be conducted for this work; however, RWH&A will evaluate the available hydrologic information and then tailor simulations to the needs of the project.

2.1 - Analytical Modeling

Using the information compiled during the previous task, RWH&A will generate estimates of the structure and hydraulic characteristics of the aquifers in the Project Area. The results generated by the model will be used to estimate long-term potential individual well and wellfield production rates, wellbore pumping levels, and well-to-well interference effects. In addition, RWH&A will assess the viability of obtaining long-term groundwater supplies of up to 3,000 gpm from identified favorable areas and aquifer zones, estimate the number of wells required to meet the project demands, and to recommend spacing from existing and future project well sites to minimize interference effects.

2.2 - Finite-Difference Regional Modeling

RWH&A will evaluate potential regional aquifer response to pumpage using the State-approved Groundwater Availability Model (GAM). The GAM is a tool commonly utilized by state regulatory agencies as an aid regional water planning and groundwater management. RWH&A will review water planning efforts of to identify issues that may affect future groundwater production in the region. Specifically, the pumpage inputs assigned to the most-recent Desired Future Condition - Modeled Available Groundwater (DFC/MAG) simulation generated by Groundwater Management Area No. 14 (GMA-14), which includes Washington County, during the most recent regional planning will be used to assess the magnitude of long-term water level declines resulting from competitive pumpage in the region. Using these tools, RWH&A will generate estimates of the aquifer response as a result of future pumpage and its effect on long-term well production rates and to estimate whether 3,000 gpm could be achieved.

A discussion of modeling results and recommendations for well spacing will be provided as well as limitations/assumptions used in the analyses.

TASK 3 – REPORTING AND PRESENTATION OF FINDINGS

RWH&A will prepare a letter report summarizing the results of the evaluation. At a minimum, the letter will contain discussions of: 1) the general hydrogeology and groundwater quality of the identified target aquifer(s), 2) groundwater modeling procedures and the results of flow simulations, 3) the feasibility of a supplemental water supply from the target aquifer(s), the number of wells potentially required to meet the project needs, and the potential locations of favorable production

area. The report will be sealed by a licensed Professional Geoscientist and will be provided to the Client in digital (PDF) format.

BUDGET AND SCHEDULE

The estimated costs to perform the work described above is \$24,500. The costs include only RWH&A professional services and expenses. We work on projects of this nature in accordance with the actual person-hours involved plus direct out-of-pocket expenses in accordance with the contract and fee schedule (Exhibit B). RWH&A estimates that the schedule of the work efforts described above could be completed within 60 business days from the date of the notice to proceed. Receipt of an executed contract will serve as our notice to proceed.

EXHIBIT B
STANDARD FEES FOR TECHNICAL SERVICES
BY R.W. HARDEN & ASSOCIATES, INC.

- 1) Fees for professional services are based on the actual time of personnel directly involved with the project at the following hourly rates:

Senior Principal	\$250
Principal	\$230
Technical Staff 8	\$200
Technical Staff 7	\$180
Technical Staff 6	\$160
Technical Staff 5	\$150
Technical Staff 4	\$140
Technical Staff 3	\$130
Technical Staff 2	\$120
Technical Staff 1	\$110
Graphics Staff	\$120
Administrative Staff	\$85
Clerical Staff	\$70

- 2) External expenses, including but not limited to: reproduction, transportation, meals and lodging, parking and taxi fares, geophysical logs, printing, maps and photographs, field supplies, equipment rental, shipping, test drilling, well construction, and test laboratories, are charged at actual invoice cost plus 10 percent service fee.
- 3) R.W. Harden and Associates, Inc. equipment and services, including but not limited to: company vehicles, generators, reproduction, computer time, GPS equipment, pressure transducers/data logger, field equipment, calipers, pumps, cameras, pH meters, conductivity meter, turbidity meters, water level meters are charged at rates competitive with commercial rates.
- 4) The above fees for professional services are applicable to work conducted through December 31, 2022. RWH&A may revise their standard rates yearly any time after December 31, 2022.



Regular City Council
AGENDA ITEM 11.

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-22-024 Providing for a Temporary Moratorium on the Application for, Receipt of, Processing, Consideration, Approval and/or Execution of Leases of City-Owned Real Property at the Brenham Municipal Airport

Meeting Type: Regular Meeting-July 21, 2022

Department: Airport

Staff Contact: Debora Pinto

SUMMARY STATEMENT:

The City of Brenham, owner and local authority for the Brenham Municipal Airport, has the responsibility to assess the current use of the Airport, its relationship to other airports, and expectations for how the Airport will grow in the future. This assessment is typically completed through the development of an Airport Master Plan which generally takes place every 10-20 years.

Together with the Texas Department of Transportation (TXDOT) Aviation Division, the City and Airport Master Planning Consultant Coffman Associates, are in the process of preparing a new Airport Master Plan for the Brenham Municipal Airport.

The Airport Master Plan will provide the City of Brenham with a strategy for development of the Airport. Products of the Master Plan include recommended Capital Improvement Program alternatives for safety and operations, along with an updated Airport Layout Plan. Adherence to the latest approved Airport Layout Plan in the development, operation, and maintenance of the Airport is one of the obligations accepted by the Airport Sponsor (City of Brenham) under the Grant Assurances Agreement.

To that end, and to the extent that currently all the ready for development Airport land has been built out in accordance with the current Airport Layout Plan, the necessity to institute a temporary moratorium on all new applications for land leases at the Airport is recognized. Additional locations and methods for infrastructure extensions (roadways, taxilanes, and utilities) to allow for further Airport development is included in the Airport Master Plan and has been identified as a top priority of the Plan.

This temporary moratorium on the application for, receipt of, processing, consideration, approval, and/or execution of leases of City-Owned Real Property at the Brenham Municipal Airport is necessary to provide the City Council, the Airport Master Plan Consultant, City Staff and the Airport Planning Advisory Committee the time needed to complete the Airport Master Plan, up to and including its review, acceptance and adoption by the City of Brenham, the State of Texas and the Federal Aviation Administration. Additionally, this temporary moratorium will prevent future development from conflicting with the Master Plan's recommendations.

The provisions of this Resolution shall not apply to the City of Brenham, owner of the property, or to any leases that have been approved and executed prior to the effective date of this Resolution. Furthermore, the provisions of this Resolution shall not apply to the assignment, transfer, or lease of property that is the subject of an existing lease.

ATTACHMENTS:

(1) Resolution No. R-22-024

RECOMMENDED ACTION:

Approve Resolution No. R-22-024 providing for a temporary moratorium on the application for, receipt of, processing, consideration, approval and/or execution of leases of City-Owned real property at the Brenham Municipal Airport.

RESOLUTION NO. R-22-024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, ESTABLISHING A TEMPORARY MORATORIUM ON THE APPLICATION FOR, RECEIPT OF, PROCESSING, CONSIDERATION, APPROVAL, AND/OR EXECUTION OF LEASES OF CITY-OWNED REAL PROPERTY AT THE BRENHAM MUNICIPAL AIRPORT, TO PROVIDE THE CITY COUNCIL, THE AIRPORT MASTER PLAN CONSULTANT AND CITY STAFF THE TIME NEEDED TO COMPLETE THE AIRPORT MASTER PLAN AND TO PREVENT FUTURE DEVELOPMENT FROM BEING IN CONFLICT WITH SAID AIRPORT MASTER PLAN; PROVIDING FOR EXTENSION(S) OF THIS RESOLUTION; PROVIDING FOR EXEMPTIONS AND EXISTING LEASES; PROVIDING FOR APPEALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Brenham is a Texas home-rule municipality and is the owner of the real property at and the local authority for the Brenham Municipal Airport; and

WHEREAS, a Texas home-rule municipality may adopt resolutions that are for the good government, peace, or order of the municipality; and

WHEREAS, a temporary moratorium on the application for, receipt of, processing, consideration, approval, and/or execution of leases of City-owned real property at the Brenham Municipal Airport is necessary to provide the City Council, the Airport Master Plan Consultant, and City Staff the time needed to complete the Airport Master Plan up to and including its review, acceptance and adoption by the City of Brenham, the Texas Department of Transportation – Aviation Division (“TXDOT Aviation”) and the Federal Aviation Administration; and

WHEREAS, the City Council of the City of Brenham, Texas desires to adopt this Resolution establishing said temporary moratorium in order to ensure that short-term development does not conflict with the future aviation forecast, capital improvements and development affecting the Brenham Municipal Airport, which will be identified through the Airport Master Plan currently in progress; and

WHEREAS, the Airport Master Plan will guide the City’s strategy for development of the Airport based on aviation forecasts, recommended capital improvement program alternatives, and development concepts; and

WHEREAS, this moratorium shall be applicable to all City-owned real property within the Airport Layout Plan included in the current Airport property map; and

WHEREAS, this temporary moratorium shall not be interpreted to in any way prohibit the City of Brenham, as the owner-operator of the Brenham Municipal Airport, from constructing improvements or installing equipment at the Airport as deemed appropriate by the City; and

WHEREAS, the City Council of the City of Brenham has considered the foregoing and desires to enact this Resolution to further the goals of the Airport Master Plan; and

WHEREAS, this temporary moratorium shall remain in effect until the Airport Master Plan is reviewed, accepted and adopted by the City of Brenham, the Texas Department of Transportation - Aviation Division ("TXDOT Aviation") and the Federal Aviation Administration, or until such time as repealed by the City Council, whichever occurs first, and this temporary moratorium may be extended by Resolution of the City Council to the extent permitted by law.

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

I.

The application for, receipt of, processing, consideration, approval, and/or execution of leases of City-owned real property at the Brenham Municipal Airport located in Washington County, Texas is hereby suspended upon and after the effective date of this Resolution until the Airport Master Plan is reviewed, accepted and adopted by the City of Brenham, the Texas Department of Transportation - Aviation Division ("TXDOT Aviation") and the Federal Aviation Administration. Every officer, employee, or agent of the City of Brenham is hereby prohibited from receiving, processing, considering, approving, and/or executing leases of City-owned real property related thereto. Unless extended by the passage of an additional Resolution, this Resolution shall cease to be effective immediately when the Airport Master Plan is reviewed, accepted and adopted by the City of Brenham, the Texas Department of Transportation - Aviation Division ("TXDOT Aviation") and the Federal Aviation Administration.

II.

The provisions of this Resolution shall not prohibit the City of Brenham, Texas from enacting additional Resolutions extending the moratorium described herein beyond the initial period established by this Resolution.

III.

The provisions of this Resolution shall not apply to any existing leases of City-owned real property that have been approved and executed prior to the effective date of this Resolution. Furthermore, the provisions of this Resolution shall not prohibit the assignment, transfer, or subsequent lease of any City-owned real property that is the subject of an existing lease which was approved and executed prior to the effective date of this Resolution.

IV.

The Brenham City Council, the Airport Master Plan Consultant, City Staff, TXDOT Aviation are strongly encouraged to complete the Airport Master Plan, currently in progress, as soon as possible and to timely present the final proposed Airport Master Plan for consideration, approval, and adoption by the Brenham City Council, TXDOT Aviation and the Federal Aviation Administration.

V.

Appeals for relief of a hardship caused by this moratorium may be made in writing to and shall be considered by the City Council.

VI.

This Resolution shall take effect immediately from and after its passage.

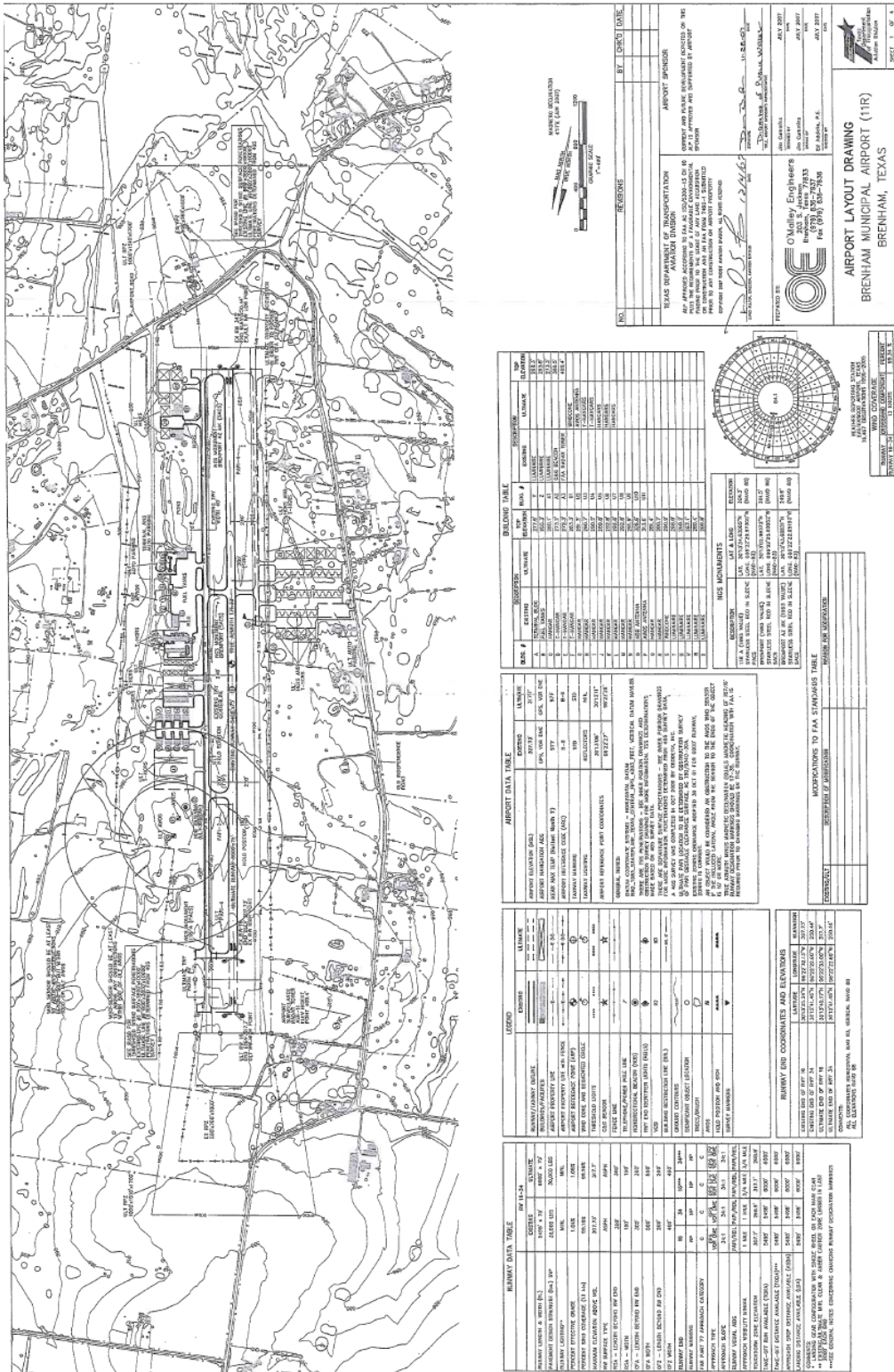
PASSED AND APPROVED this the 21st day of July 2022.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

Exhibit A Airport Layout Plan





Regular City Council
AGENDA ITEM 12.

Agenda Item: Discuss and Possibly Act Upon an Ordinance on Its First Reading for the Abandonment of the Undeveloped Portion of Live Oak Street Bounded to the South by Sycamore Street and Being Generally Located 177 Feet to the East of the Northeast Intersection of N. Chappell Hill Street and Sycamore Street

Meeting Type: Regular Meeting-July 21, 2022

Department: Development Services

Staff Contact: Shauna Laauwe, AICP City Planner

SUMMARY STATEMENT:

Dara Childs and Gloria Nix have each requested a portion of the undeveloped Live Oak Street right-of-way (ROW), a combined total of 0.1133-acres to be abandoned (See Exhibit "A"). This abandonment request stems from 2020 when the City of Brenham intended to sell an undeveloped 0.1452-acre tract, L.D. Brown Subdivision, Reserve #1, to Dara Childs. During the sale process, Botts Title Company found discrepancies with the ownership and boundaries of the tract to include the existence of an undeveloped right-of-way, Live Oak Street.

To remedy these discrepancies, it is proposed that the City abandon the undeveloped Live Oak Street right-of-way to the adjacent property owners, Gloria Nix and Dara Childs. This would result in the northern portion of the undeveloped Live Oak Street right-of-way, a called 0.060-acres shown in Exhibit "B" and described by metes and bounds in Exhibit "C" to be conveyed to Gloria Nix; and further abandon and close the southern portion of the undeveloped Live Oak Street right-of-way, a called 0.0533-acres shown in Exhibit "D" and further described by metes and bounds in Exhibit "E" to be conveyed to Dara Childs. These conveyances are proposed to be executed to each party from the City by a Deed without Warranty. Both Gloria Nix and Dara Childs are in agreement with the proposed solution and have submitted a ROW abandonment application for said portions of the Live Oak Street right-of-way.

The abandonment is an undeveloped ROW, with no existing utilities, and does not create an undue burden on traffic, surrounding property owners, or the general public. The proposed Ordinance would take in full effect immediately from and after its passage and approval on second reading and following approval by the Planning and Zoning Commission of a replat of the abandoned right-of-way parcels into the conforming lots of Ms. Nix and Mr. Childs.

ATTACHMENTS:

-
- (1) Ordinance for First Reading
 - (2) Request Letter from Mr. Dara Childs

RECOMMENDED ACTION:

Approve an Ordinance on its first reading for the abandonment of the undeveloped portion of Live Oak Street bounded to the south by Sycamore Street and being generally located 177 feet to the east of the northeast intersection of N. Chappell Hill Street and Sycamore Street.
--

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE ABANDONMENT OF THE UNDEVELOPED LIVE OAK STREET RIGHT-OF-WAY CALLED 0.1133-ACRES AND BOUNDED TO THE SOUTH BY SYCAMORE STREET, BEING 25 FEET WIDE AND EXTENDING 146.60 FEET IN LENGTH AS SHOWN ON THE PLAT OF BECKER'S SUBDIVISION, AS RECORDED IN PLAT CABINET SLIDE NO. 5A, SITUATED IN THE A. HARRINGTON SURVEY, ABSTRACT 55, IN THE CITY OF BRENHAM, WASHINGTON COUNTY, TEXAS; AUTHORIZING THE CONVEYANCE THEREOF TO THE ABUTTING PROPERTY OWNERS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Brenham has previously had dedicated to it a 0.1133-acre undeveloped Live Oak Street right-of-way primarily bounded by private property as shown on the Davidson Addition Plat recorded in Plat Cabinet Slide No. 5A, Plat Records of Washington County, Texas; said 0.1133-acre street right-of-way being generally located 117 feet east of the northeast intersection of N. Chappell Hill Street and Sycamore Street and shown on Exhibit "A"; and

WHEREAS, the adjoining property owners have requested the abandonment and closing of said 0.1133-acre Live Oak Street right-of-way; and

WHEREAS, Gloria Nix owns the 1.2626 acre tract that abuts the undeveloped Live Oak Street right-of-way to the north and west and is identified as Lots 23-26, North 16 feet of Lot 38, Lots 41-46 of the Becker Subdivision; and Dara Childs owns the 0.1452-acre tract that abuts the undeveloped Live Oak Street right-of-way to the south and west and is identified as Reserve #1 of the L.D. Brown Subdivision; and

WHEREAS, the abandonment and closing of the Live Oak Street right-of-way as shown on Exhibit "A" will not create an undue burden on traffic; and

WHEREAS, the City of Brenham has no need or use for the Live Oak Street right-of-way as shown on Exhibit "A" as a public thoroughfare, and said portion of the Live Oak Street right-of-way remains undeveloped, unimproved, and unused; and

WHEREAS, pursuant to Texas Local Government Code § 272.001(b)(2) the City of Brenham may abandon streets or alleys to adjacent property owners for less than fair market value; and

WHEREAS, the City Council of the City of Brenham desires to abandon and close the northern portion of the undeveloped Live Oak Street right-of-way to the adjacent property owner to the north, Ms. Gloria Nix, as shown on Exhibits “B” and further described by metes and bounds description in Exhibit “C”; and further desires to abandon and close the southern portion of the undeveloped Live Oak Street right-of-way to the adjacent property owner to the south, Mr. Dara Childs, as shown on Exhibit “D” and further described by metes and bounds description in Exhibit “E”, said closure and abandonment being in the best interest of the citizens of Brenham;

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

SECTION I.

That the undeveloped portion of the Live Oak Street right-of-way as shown on the attached Exhibits “B” and “D” and further described by metes and bounds in Exhibits “C” and “E” is hereby abandoned and closed as a public thoroughfare.

SECTION II.

That the street right-of-way to be closed and abandoned by this Ordinance is currently undeveloped and unimproved, and any existing or future maintenance by the City of Brenham will cease.

SECTION III.

That the Mayor of the City of Brenham is hereby authorized to execute any documents necessary for the conveyance of the portion of the Live Oak Street right-of-way as shown on the attached Exhibits “B” and “D”, and further described by metes and bounds in Exhibits “C” and “E”, and incorporated herein for all purposes, to the adjoining property owners.

SECTION IV.

That the abandonment and conveyance provided for herein shall extend only to the public right, title, easement, and interest which the governing body for the City of Brenham may legally and lawfully abandon and vacate.

SECTION V.

This Ordinance shall take full force and effect immediately from and after its passage and approval on second reading and following approval by the Planning and Zoning Commission of a replat of the abandoned right-of-way parcels into conforming lots.

PASSED and **APPROVED** on its first reading this the ___ day of July, 2022.

PASSED and **APPROVED** on its second reading this the ___ day of August, 2022.

Milton Y. Tate
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

Exhibit "A"
0.1133-Acres of Undeveloped Live Oak Street Right-of-Way

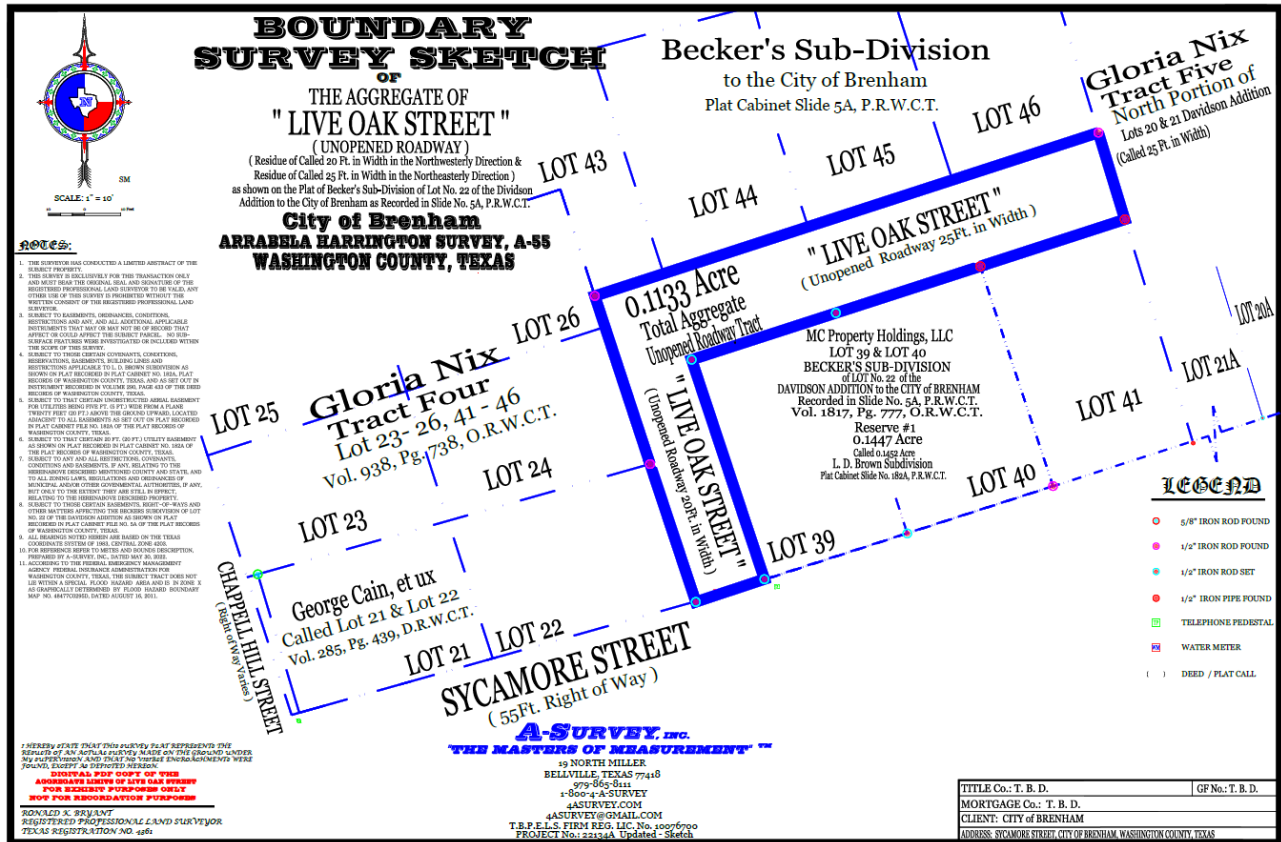


Exhibit "B"
Survey of 0.060-Acres to be Abandoned to Ms. Gloria Nix

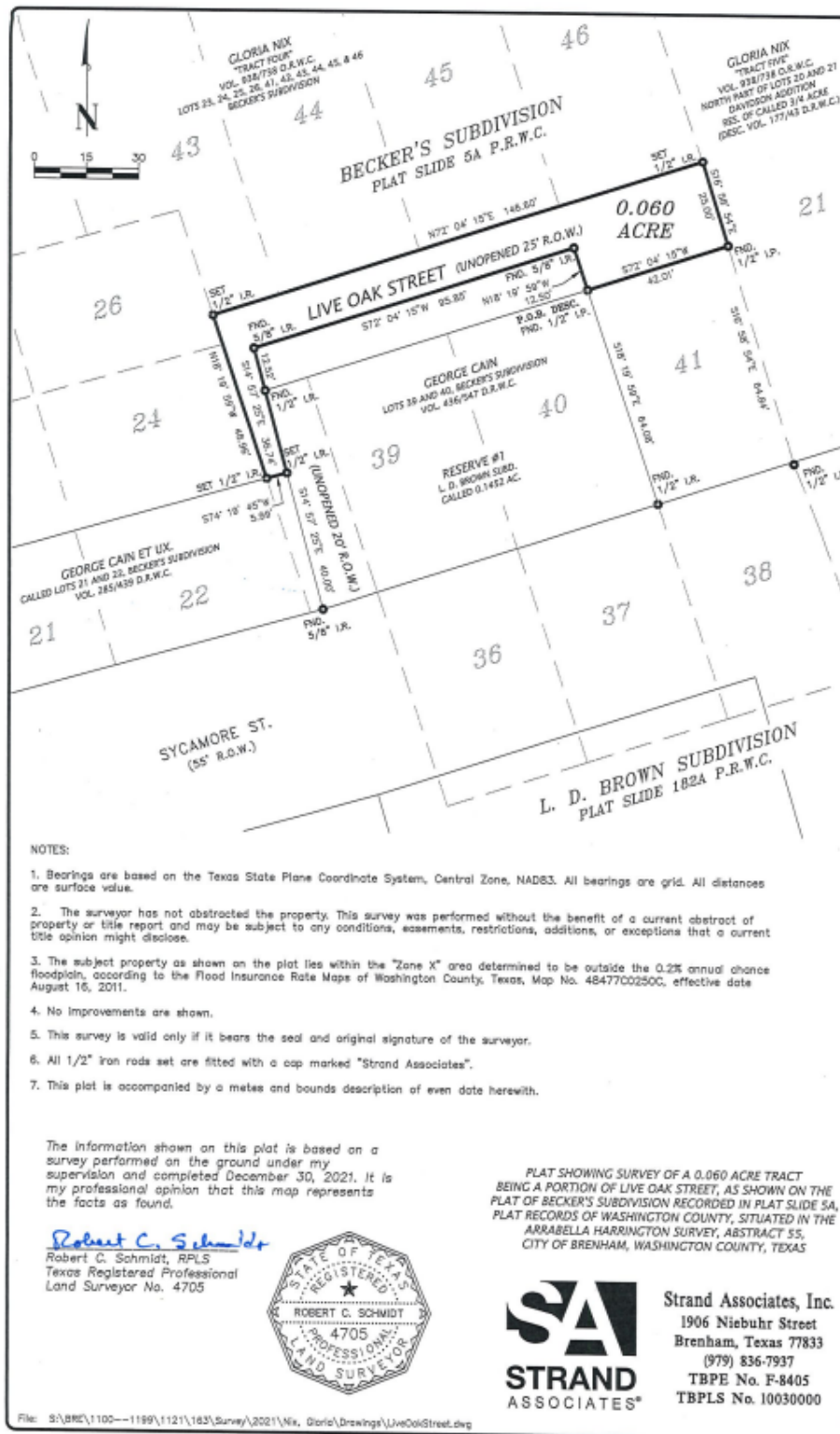


Exhibit "C"

Metes and Bounds Description of 0.060-Acres to be Abandoned to Ms. Gloria Nix



0.060 ACRE

STATE OF TEXAS)
COUNTY OF WASHINGTON)

ALL THAT CERTAIN 0.060-acre tract or parcel of land, lying and being situated in the City of Brenham, Washington County, Texas, part of the Arrabella Harrington Survey, Abstract 55, being a portion of Live Oak Street, as shown on the plat of Becker's Subdivision recorded in Plat Slide 5A, Plat Records of Washington County (P.R.W.C.). Said 0.060-acre tract being more particularly described by metes and bounds as follows.

BEGINNING at a 1/2-inch iron pipe found in the apparent south margin of Live Oak Street at the northeast corner of Reserve #1, L. D. Brown Subdivision, as shown on the plat recorded in Plat Slide 182A, P.R.W.C., same being the northeast corner of Lot 40 and the northwest corner of Lot 41 of said Becker's Subdivision, from which a 1/2-inch iron rod found at the southeast corner of said Reserve #1, the southeast corner of said Lot 40, and the southwest corner of said Lot 41 bears South 18°19'59" East, a distance of 64.08 feet;

THENCE severing Live Oak Street, North 18°19'59" West, a distance of 12.50 feet to a 5/8-inch iron rod found;

THENCE along a line 12.50 feet from and parallel to the apparent south margin of Live Oak Street and the north line of said Reserve #1, South 72°04'15" West, a distance of 95.85 feet to a 5/8-inch iron rod found;

THENCE South 14°57'25" East, at a distance of 12.52 feet pass a 1/2-inch iron rod found at the northwest corner of said Reserve #1, and continuing along a portion of the west line thereof for a total distance of 36.74 feet to a 1/2-inch iron rod set with cap marked "Strand Associates" for the lower southeast corner hereof, from which a 5/8-inch iron rod found in the north margin of Sycamore Street at the southwest corner of said Reserve #1 bears South 14°57'25" East, a distance of 40.00 feet. Said 5/8-inch iron rod also being the occupied southeast corner of the George Cain et ux. tract (Volume 285, Page 439, et seq., D.R.W.C.) called Lots 21 and 22, Becker's Subdivision, (Lots 22-26, Becker's Subdivision, called 40-feet in width per plat);

THENCE along a line 40.00 feet from and parallel to the north margin of Sycamore Street, being along the apparent north line of said George Cain et ux. tract, South 74°19'45" West, a distance of 5.99 feet to a 1/2-inch iron rod set in the apparent west margin Live Oak Street;

THENCE along the apparent west margin of Live Oak Street, along the apparent east line of Lot 24 Becker's Subdivision, and along a portion of the apparent east line of Lot 26, Becker's Subdivision; North 18°19'59" West, a distance of 48.96 feet to a 1/2-inch iron rod set for the northwest corner of Live Oak Street;

THENCE along the apparent north margin of Live Oak Street and along the apparent south line of Lots 43, 44, 45, and 46 of said Becker's Subdivision, North 72°04'15" East, a distance of 146.60 feet to a 1/2-inch iron rod set for the northeast corner of Live Oak Street in the apparent west line of the residue of "Tract Five" conveyed to Gloria Nix by instrument in Volume 938, Page 738, et seq., Official Records of Washington County, further described in Volume 177, Page 43, et seq., D.R.W.C.;

THENCE along the apparent east margin of Live Oak Street and along the apparent west line of said Gloria Nix "Tract Five", South 16°58'54" East, a distance of 25.00 feet to a 1/2-inch iron pipe found at the at the northeast corner of Lot 41, Becker's Subdivision, from which a 1/2-inch iron pipe found at the original southeast corner of said Lot 41 bears South 16°58'54" East, a distance of 64.84 feet;

THENCE along the apparent south line of Live Oak Street and the north line of said Lot 41, South 72°04'15" West, a distance of 42.01 feet to the Place of Beginning and containing 0.060 acre of land.



Notes:

1. Bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD83, as determined from GPS observations. All distances are surface value.
2. This survey is valid only if it bears the seal and original signature of the surveyor.
3. This description is accompanied by a plat of even date herewith.

December 30, 2021

Robert C. Schmidt

Robert C. Schmidt, TX RPLS No. 4705



Exhibit "E"

Metes and Bounds Description of 0.0533-Acres to be Abandoned to Mr. Dara Childs

METES AND BOUNDS
DESCRIPTION
OF
0.0533 ACRE - 2,322 SQ. FT.
BEING A PORTION OF THE
AGGREGATE OF THE RESIDUE
OF
LIVE OAK STREET
(UNOPENED ROADWAY)
RESIDUE OF A CALLED 20 FT. IN WIDTH
IN A NORTHWESTERLY DIRECTION
AND
RESIDUE OF A CALLED 25 FT. IN WIDTH
IN A NORTHEASTERLY DIRECTION
AS SHOWN ON THE PLAT
OF BECKER'S SUB-DIVISION OF LOT NO. 22
OF THE DAVIDSON ADDITION
TO THE CITY OF BRENHAM
AS RECORDED IN SLIDE NO. 5A, P. R. W. C. T.

CITY OF BRENHAM
ARRABELA HARRINGTON SURVEY, ABSTRACT 55
WASHINGTON COUNTY, TEXAS
PARCEL "A"

BEING all that certain tract or parcel of land containing 0.0533 acre (2,322 Sq. Ft.) of land, more or less, being a portion of the aggregate of the residue of Live Oak Street (Unopened Roadway), residue of a called 20 Ft. in-width in a northwesterly direction and residue of a called 25 Ft. in-width in a northeasterly direction, as shown on the plat of Becker's Sub-Division of Lot No. 22 of the Davidson Addition to the City of Brenham, as recorded in Plat Cabinet Slide No. 5A, Plat Records of Washington County, Texas, City of Brenham, Arrabela Harrington Survey, Abstract 55, Washington County, Texas, said 0.0533 acre (2,322 Sq. Ft.) tract being more particularly described by metes and bounds, as follows, to wit:

BEGINNING at a 1/2 inch iron pipe found for corner, same being the POINT OF BEGINNING and most easterly northeast corner of the tract herein described, same being the most northerly northeast corner of Lot 40 of said Becker's Sub-Division of Lot No. 22 of the Davidson Addition, and more particularly described by instrument recorded in Volume 1817, Page 777 of the Official Records of Washington County, Texas, same being the most northerly northwest corner of that certain Lot 41 of said Becker's Sub-Division of Lot No. 22 of the Davidson Addition, same being in a southerly southeast line of said Live Oak Street (Unopened Roadway) 25 Ft. in-width as depicted in said Becker's Sub-Division of Lot No. 22 of the Davidson Addition, same being the most northerly northeast corner of Reserve #1, L. D. Brown Subdivision called 0.1452 acre as recorded in Plat Cabinet Slide No. 182A of the Plat Records of Washington County, Texas, from which the most southerly southeast corner of said Lot 40, and the most southerly southwest corner of said Lot 41, and the most southerly southeast corner of said Reserve #1, and same being the northwesterly right-of-way line of Sycamore Street (55 Ft. Right-of-Way), bears South 18 degrees 19 minutes 59 seconds East, a distance of 64.08 feet to a 1/2 inch iron rod found for corner;

THENCE, with said southeasterly right-of-way line of said Live Oak Street, the northwesterly line of said Reserve #1, and the northwesterly line of said Lot 40, and said Lot 39, South 72 degrees 04 minutes 08 seconds West, pass at

Continued
Page 1 of 2



19 N. Miller Bellville, Texas 77418

1-979-865-8111 1-800-427-8783

T.B.P.L.S. Firm Reg./Lic. No. 10076700

- Page 2 of 2
- Metes and Bounds Description of 0.0533 acre (2,322 Sq. Ft.) in the
- Arrabela Harrington Survey, Abstract 55, Washington County, Texas

a distance of 41.96 feet a 1/2 inch iron rod set for corner, same being in the northwesterly line of said Reserve #1, same being the most northerly northwest corner of said Lot 40, and same being the most northerly northeast corner of said Lot 39, in all a distance of 83.92 feet to a 1/2 inch iron rod set for corner, same being the most northerly northwest corner of said Lot 39, same being in a northwesterly line of said Reserve #1, a southeasterly interior corner of said Live Oak Street, and same being the southeasterly interior corner of the tract herein described, same being the intersection of the southeasterly right-of-way line of said Live Oak Street (25 Ft. in width), with the northeasterly right-of-way line of said Live Oak Street (20 Ft. in width), and same being a southeasterly interior corner of the tract herein described;

THENCE, departing said southeasterly right-of-way line of said Live Oak Street (25 Ft. in width), and with the northeasterly right-of-way line of said Live Oak Street (20 Ft. in width), South 18 degrees 19 minutes 59 seconds East, a distance of 64.00 feet to a 1/2 inch iron rod set for corner, same being the most southerly southwest corner of said Lot 39, same being the most southerly southeast corner and terminus of said Live Oak Street (20 Ft. in width), same being in the northwesterly right-of-way line of the aforementioned Sycamore Street, same being in the southeasterly line of said Reserve #1, and same being the most easterly southeast corner and terminus of said Live Oak Street and the tract herein described;

THENCE, with said northwesterly right-of-way line of said Sycamore Street, with the southeasterly line of said Reserve #1, and with the terminus of said Live Oak Street (20 Ft. in width), South 71 degrees 40 minutes 01 second West, pass at a distance of 16.27 feet a 5/8 inch iron rod found for corner, same being the most southerly southwest corner of said Reserve #1, same being in the southeasterly terminus of said Live Oak Street (20 Ft. in width), in all a distance of 20.00 feet to a 1/2 inch iron rod set for corner, same being the most southerly southeast corner of Lot 22 of said Becker's Sub-Division to the City of Brenham as recorded in Volume 285, Page 439 of the Deed Records of Washington County, Texas, and same being the most southerly southwest corner and terminus of said Live Oak Street (20 Ft. in width) and the tract herein described;

THENCE, departing said northwesterly right-of-way line of Sycamore Street, and with said common line, North 18 degrees 19 minutes 59 seconds West, a distance of 40.19 feet to a 1/2 inch iron rod found for corner, same being the most northerly northeast corner of said Lot 22, same being the most southerly southeast corner of Lot 24 of said Becker's Sub-Division, and same being in the southwesterly line of said Live Oak Street (20 Ft. in width), and same being a northwesterly exterior corner of the tract herein described;

THENCE, departing said southwesterly right-of-way line of Live Oak Street (20 Ft. in width) and said common line, North 74 degrees 19 minutes 45 seconds East, a distance of 5.99 feet to a 1/2 inch iron rod found for corner, same being in a southwesterly line of said Reserve #1, same being within the limits of Live Oak Street (20 Ft. in width), and same being a northwesterly interior corner of the tract herein described;

THENCE, with said common line and within the limits of Live Oak Street (20 Ft. in width), North 14 degrees 57 minutes 25 seconds West, pass at a distance of 24.22 feet a 1/2 inch iron rod found for corner, same being the most northerly northwest corner of said Reserve #1, and same being within the limits of Live Oak Street (20 Ft. in width), in all a distance of 36.74 feet to a 5/8 inch iron rod found for corner, same being within the limits of Live Oak Street, and same being the most northerly northwest corner of the tract herein described;

THENCE, within the limits of Live Oak Street, North 72 degrees 04 minutes 15 seconds East, a distance of 95.77 feet to a 5/8 inch iron rod found for corner, same being the projection of the aforementioned northeasterly line of said Becker's Sub-Division, same being within the limits of Live Oak Street, and same being the most northerly northeast corner of the tract herein described;

THENCE, departing the limits of said Live Oak Street (25 Ft. in width) and with said common projected line, South 18 degrees 19 minutes 59 seconds East, a distance of 12.50 feet to the POINT OF BEGINNING of the tract herein described and containing 0.0533 acre (2,322 Sq. Ft.) of land, more or less. All Bearings Noted Herein are Based on the Texas Coordinate System of 1983, Central Zone 4203. For Reference Refer to Boundary Survey, Prepared by A-Survey, Inc., Dated May 30, 2022.

PROJECT NO. 22134A- PARCEL "A"
MAY 30, 2022
COMPILED BY:



19 N. Miller Bellville, Texas 77418

1-979-865-8111 or 800-427-8783

T.B.P.L.S. Firm Reg./Lic. No. 10076700



Dear Sir or Madam,

Please accept this letter as our formal request to the Brenham City Council that the City process and approve an abandonment of the undeveloped Live Oak Street roadway for future development

thanks,

Dara Childs
Arm River Builders, LLC
281 914 9416
darachilds@yahoo.com