



NOTICE OF A MEETING
Brenham Community Development Corporation
Thursday, November 13, 2025 @ 8:00 a.m.
City Hall - 2nd Floor Conference Room
200 W. Vulcan St.
Brenham, Texas

1. Call Meeting to Order

WORK SESSION

- 2. Discussion and Presentation on the Passage of House Bill 1522 in the 89th Texas Legislative Session**
- 3. Discussion and Presentation of the Three-Year Economic Development Strategic Plan Prepared by Marketing Alliance**

REGULAR SESSION

- 4. Discuss and Possibly Act Upon a Financial Contribution to Washington County for the Red, White & Rodeo Celebration to Held on July 4, 2026 at the Washington County Expo and Authorize the President to Execute Any Necessary Documentation**
- 5. Discuss and Possibly Act Upon Change Order No. 2 to the 2021 Professional Services Agreement Between the City of Brenham and Quiddity Engineering LLC Related to the Brenham Family Park and Authorize the President to Execute Any Necessary Documentation**
- 6. Board and Staff Updates**
 - Economic Development**
 - Parks and Recreation**
 - Administration**
 - Next Meeting: January 15, 2026

Adjourn

CERTIFICATION

I certify that a copy of the agenda of items to be considered by the Brenham Community Development Corporation (BCDC) on Thursday, November 13, 2025 was posted to the City Hall bulletin board at 200 W. Vulcan St., Brenham, Texas on Thursday, November 6, 2025 at 11:30 a.m.

Jeana Bellinger, TRMC, CMC
City Secretary/BCDC 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 this notice and agenda of items to be considered by the Brenham Community Development Corporation (BCDC) was removed by me from the City Hall bulletin board on _____ at _____.

Signature



MEMORANDUM

To: Brenham Community Development Corporation

From: Jeana Bellinger
City Secretary

Subject: HB 1522

Date: November 3, 2025

During the recent 89th Legislative Session, House Bill 1522 was signed into law to become effective on September 1, 2025. This new law made changes to the Open Meetings Act related to agenda posting requirements for all governmental bodies, which includes BCDC. The new law mandates three (3) business-day posting requirements (was previously 72-hours) and specific wording on agendas when the annual budget is being discussed.

The new three-business day posting requirement is what will affect this Board. The law defines “business day” as any weekday (Monday through Friday) that is NOT a state or federal holiday. There are nineteen (19) state and federal holidays, some of which the City does not observe but will now have to be considered when posting BCDC agendas.

MEMORANDUM

To: Brenham Community Development Corporation (BCDC) Board of Directors

From: Teresa Rosales, Economic & Community Development Director

Subject: Three-Year Economic Development Strategic Plan (Marketing Alliance, Inc.)

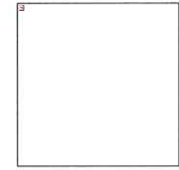
Date: November 13, 2025

In November of 2024, the Brenham Community Development Corporation (BCDC) authorized the selection of Marketing Alliance, Inc. with the objective of recommending targeting industries appropriate for economic development to both the City of Brenham and Washington County.

The process began in January of 2025 with stakeholder interviews, research of community assets and overall data indicators. In May of this year, the State of Texas also issued their strategic plan through the Governor's office titled "Bigger. Better. Texas." That plan was also reviewed alongside the information developed by Marketing Alliance, Inc. to ensure appropriate complementary positioning. In addition, alignment with "Brenham Plan 2040" was also sought to ensure compatibility with local future needs.

The Three-Year Economic Development Strategic Plan was presented in October of 2025, and staff recommends the following next steps:

- 1) Share the plan with all stakeholders
- 2) Identify all tools and activities
- 3) Continue to work with Marketing Alliance, Inc on Site Selection Prospects (Phase 2)



Marketing Alliance

Three-Year Economic Development Strategic Plan

1

5 Strategic Priorities

1. Business Retention and Expansion
2. Targeted Business Recruitment
3. Marketing and Promotion
4. Workforce and Talent Development
5. Entrepreneurship and Innovation

2

Targeted Industries

Advanced Food and Beverage Processing



Biomedical Supplies and Packaging



Ag-Tech and Animal Health



Precision Metal and Equipment Manufacturing



Value-Add Wood Products and Modular Housing Components



3

Alignment with Bigger. Better. Texas.

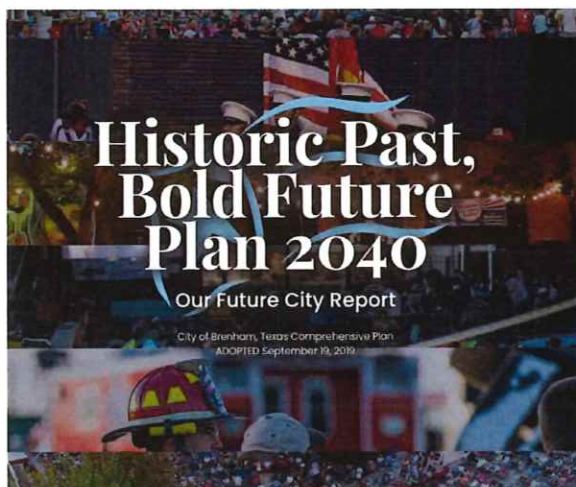


- ✓ Shared Target Industries
- ✓ Workforce Development Synergies
- ✓ Infrastructure and site readiness
- ✓ Rural Competitiveness and Balanced Growth

4

Alignment with Brenham Plan 2040

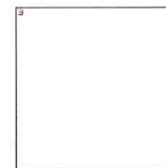
- ✓ Downtown Revitalization
- ✓ Housing Diversity and Affordability
- ✓ Infrastructure Investment and Growth Management
- ✓ Transportation and Connectivity
- ✓ Governance and Interagency Collaboration



5

Next Steps – Implementation Framework

- Share Plan with Stakeholders
- Tools and Activities Identified
- Continue to work with Marketing Alliance on Site Selection Prospects (Phase 2)



Marketing Alliance

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MEMORANDUM

To: Brenham Community Development Corporation

From: Julie Flagg
Chief Financial Officer

Subject: Financial Contribution to Red, White and Rodeo July 4th Celebration

Date: November 6, 2025

In conjunction with the nation's 250th birthday, the County is planning a Red, White and Rodeo celebration at the Washington County Expo Center on July 4, 2026. Tentatively planned events include a rodeo, concert, and fireworks.

County officials approached Mayor Atwood Kenjura and City Manager Carolyn Miller regarding financial participation in this event. We are recommending a financial contribution of \$20,000 towards this community event, which would cover 50% of the estimated cost of the fireworks. If approved by the BCDC Board, this amount would be funded from the contingency amount included in the Economic Development portion of the FY2025-26 BCDC adopted budget.



Memorandum

To: BCDC Board Members

CC: Carolyn Miller, Jeana Bellinger

From: Dane Rau, Public Works Director

Date: October 28, 2025

Re: Discuss and Possibly Act Upon An Addendum to the 2021 Professional Services Agreement with Quiddity Engineering Related to the Brenham Family Park and Authorize the President to Execute Any Necessary Documentation

BCDC Board Members,

We are getting very close to opening bids on the 32-acre Brenham Family Park Project. This project originally started in 2013 when Ed and Evelyn Kruse donated over 100 acres to the City of Brenham for future park land. After many years of planning and allocating funding along with receiving a Texas Parks and Wildlife Grant, we are now in the position to open construction bids and test the water as it relates to funding the park project.

In 2021, the City of Brenham hired Jones-Carter, now Quiddity, to perform professional services including but not limited to master planning, environmental services, designing, civil services, landscape planning, electrical design, permitting, construction services, field project management, along with contract administration services. This agreement was signed by Mayor Tate in February of 2021 with a contract amount of \$252,500. (See attached)

As time has passed, we have had to maneuver through many obstacles concerning environmental concerns, stream classifications modifying design, and numerous meetings to discuss funding limitations. Due to these issues, Quiddity has expressed the need to cover costs that either have now exceeded the contract amount or have been added to the scope of work that was not originally accounted for.

You will see an attached explanation from Quiddity on a requested addendum to the original contract increasing the contract amount to \$294,567.13. This is an increase of \$42,067.13. I can honestly tell the board that I have sat down with Quiddity and gone over their request in depth and have been successful in negotiating down several items from their original proposal of added

or changed services. We were able to do that because of savings in other areas and the fact that time and scope can be shared now that we are this far into the project.

With the changing dynamics of the design and added scope along with the extended time it took us to get to this point, I am ok with this addendum to be fair with Quiddity. The additional costs to the engineering contract will be taken from the funds in which BCDC has been allocating to the Brenham Family Park project over the last few years.

Once paid we will have approximately \$2,195,645 to start the construction phase of Brenham Family Park, which includes the \$750,000 TP&W grant. Bids on this project are set to open on November 18, 2025. Currently \$981,409 has been spent to get us to this point.

We reluctantly ask BCDC to approve an addendum to the original contract in the amount of \$42,067.13, bringing the total amended contract amount to \$294,567.13.

I will be prepared to go over the added services at the meeting.

Brenham Family Park	
BCDC Contributions FY14-FY25	\$ 1,898,849
BCDC Contributions FY26 - Budgeted	500,000
Texas Parks & Wildlife Grant	750,000
Interest Earned	70,272
Total Funds Allocated to BFP	3,219,121
Spent to Date (Road, Creek Crossing, Engineering, etc.)	(981,409)
<i>Quiddity - Remaining to be paid (addendum)</i>	<i>(42,067)</i>
Funds Available for Construction Phase	<u>2,195,645</u>



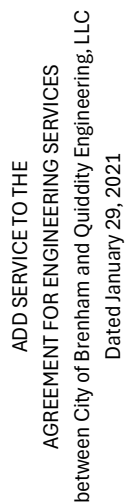
QUIDDITY

ADD SERVICE TO THE
AGREEMENT FOR ENGINEERING SERVICES
between City of Brenham and Quiddity Engineering, LLC
Dated January 29, 2021

QE Project Name	Brenham Family Park-Phase 1	
QE Project Number	B0039-0033-00	
Add Service No.	2	
Today's Date	September 24, 2025	

Initial Contract Amount	\$	252,500.00
Previously Approved Add Services	\$	1,500.00
Current Add Service Amount	\$	40,567.13
Updated Contract Amount	\$	294,567.13

Project ID	Project name	Fee type	Original Contract Amount	Previously Approved Add Services	Adjustment Request	New contract value	Justification
B0039-0033-00.100	Conceptual Land Plan	Hourly	\$ 10,000.00	\$ -	\$ 456.25	\$ 10,456.25	True Up of overage amount to complete this task actually spent and already invoiced.
B0039-0033-00.200	Civil Site Services	Lump Sum	\$ 36,000.00	\$ -	\$ 10,000.00	\$ 46,000.00	Value Engineering revisions requested by City of Brenham as well as prolonged project duration of project through USACE and TPS. Adjustment based on actual hours spent, no additional work expected on this task.
New Task 1	Grading update to remove wall	Lump Sum	\$ -	\$ -	\$ 4,125.00	\$ 4,125.00	Requested modification to remove the playground and wall needed to support the landscaped designed playground and to assess after construction of Phase 1.
New Task 2	Public Water Line Extension	Lump Sum	\$ -	\$ -	\$ 16,000.00	\$ 16,000.00	Added Lump Sum effort for the preparation and permitting of 1,600 LF of public water line within Chappell Hill Street.
New Task 3	Cost Estimates and Exhibits	Lump Sum			\$ 8,000.00	\$ 8,000.00	Added effort for multiple cost estimates and value engineering alternatives.
New Task 4	Pipeline Encroachment	Lump Sum	\$ -	\$ -	\$ 5,500.00	\$ 5,500.00	Coordination with pipeline for encroachment of sidewalk trail, electrical conduit, and water line. Coordination with survey for pipeline probing.
B0039-0033-00.201	Project Meetings, Coordination, and Site Visits	Hourly	\$ 35,000.00	\$ -	\$ 17,913.75	\$ 52,913.75	Additional cost for meetings & coordination due to the length of project extending a couple years longer than anticipated due to EA delays and contracts with TPW.
B0039-0033-00.202	Electrical Design	Lump Sum	\$ 15,000.00	\$ -	\$ (3,000.00)	\$ 12,000.00	Reduction due to money not spent/invoiced and close the task.
B0039-0033-00.203	Landscape Design	Lump Sum	\$ 45,000.00	\$ -	\$ -	\$ 45,000.00	
B0039-0033-00.300	Construction Administration Services	Hourly	\$ 17,500.00	\$ -	\$ -	\$ 17,500.00	
B0039-0033-00.301	Public Advertising, Coordination, and Contract Documents	Lump Sum	\$ 3,500.00	\$ -	\$ -	\$ 3,500.00	
B0039-0033-00.302	Electrical Services Coordination	Hourly	\$ 5,500.00	\$ -	\$ (5,500.00)	\$ -	Reduction due to money not spent/invoiced and close the task.
B0039-0033-00.400	Detention Analysis	Lump Sum	\$ 35,000.00	\$ -	\$ -	\$ 35,000.00	
B0039-0033-00.401	Environmental Coordination	Hourly	\$ 7,500.00	\$ -	\$ (2,786.25)	\$ 4,713.75	Reduction due to money not spent/invoiced and close the task.
B0039-0033-00.402	Permit Coordination	Hourly	\$ 15,000.00	\$ -	\$ (10,152.50)	\$ 4,847.50	Reduction due to money not spent/invoiced and close the task.



 Quailify Authorization	
Date	9/24/2025
 Client Authorization	
Date	



2322 W. Grand Parkway North, Suite 150
Katy, Texas 77449-7821
Tel: 832.913.4000
Fax: 832.913.4001
www.jonescarter.com

January 29, 2021

Mr. James Fisher
City Manager
City of Brenham
200 W. Vulcan Street
Brenham, Texas 77833

Re: Planning, Surveying, and Civil Engineering Services Proposal
Brenham Family Park – Phase 1
City of Brenham, Texas

Dear Mr. Fisher,

We appreciate the opportunity to present this proposal for planning, surveying, and civil engineering services in connection with the City of Brenham Family Park in the City of Brenham, Washington County, Texas.

Project Understanding

We understand the City of Brenham (Client) would like Jones|Carter (JC) to proceed with planning, civil design, and construction phase services on the approximately 100-acre Brenham City Park (Project) in the City of Brenham to develop as a recreational facility and detention/lake facility located generally at the southwest intersection of State Highway 290 and Chappell Hill Street. We also understand that the City of Brenham is requesting Jones|Carter (JC) provide a proposal in connection with this project.

Scope of Services

I. Planning Services

- A. Conceptual Land Plan** – JC will prepare an overall park land plan incorporating the desired detention/lake feature off channel and parallel to the unnamed tributary to accommodate the future development of approximately 100 Acres. JC and its Landscape Architect will prepare preliminary design drawings and/ or sketches defining the general concept while incorporating the other proposed park features, as requested by the Client, to have discussions with Stakeholders or other public agencies.
- B. Project Meetings, Coordination, and Site Visits** – The amount of project meetings can vary drastically depending on the preferences of the owner and/or architect. Based on previous experience on similar projects, we established a preliminary budget for project meetings, special meetings, weekly calls, and site visits which will be billed on an hourly basis. We have estimated 6 in-person meetings, 5 special meetings with client and stakeholders, and weekly calls for 10 weeks.



Benham City Park Planning, Civil, and Construction Phase Services

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- C. Environmental Coordination** – JC through their subconsultant CME Testing and Engineering, Inc. will assist with coordination between the US Army Corps of Engineers (USACE) and Texas Parks & Wildlife Service (TPWS) to verify and obtain necessary approvals in accordance with the grant, as related to jurisdictional waters of the US and threatened and endangered species. This task includes up to five (5) site visits during the design and construction phases to assist with necessary documentation.

II. Design Phase Services

- A. Detention Analysis** – The Drainage Impact Analysis is required to determine the impacts to adjacent and downstream conveyance systems and mitigation measures that may be needed to offset these potential impacts. The City of Brenham (the City) requires new development to show no impacts to the receiving drainage systems.

Jones|Carter (JC) will perform a hydrologic and hydraulic analysis to determine the impacts from the proposed development to the Unnamed Tributary of Woodward Creek (Tributary). The analysis will develop and/or modify models using the Hydrologic Engineering Center's Hydrologic Modeling System (HEC-HMS). HEC's River Analysis System (HEC-RAS) may also be used for riverine modeling of the Tributary. Detention routing and pond sizing will be performed using either HEC-HMS or XP-Storm. The City may request alternative modeling in addition to the models outlines. Such models can be provided under a subsequent amendment to this proposal if necessary, for regulatory review.

The previously developed H&H models of the Tributary prepared by Kimley-Horn & Associates (KHA) will be utilized as the basis of the watershed model for the Tributary. JC will obtain this information from the City and review it and make modifications as needed. JC will utilize the preliminary land plan as the basis of analysis. Any changes to the proposed development service acreage by the City after the creation of any models may require additional updates or changes to the modeling not currently included in this scope. Proposed adjustments to the development plan may be necessary by JC to demonstrate no impacts to the receiving stream. The proposed land plan incorporates the use of offline detention basins adjacent to the Tributary to mitigate proposed increases in runoff. All H&H analysis will be prepared utilizing Atlas 14 rainfall data and detention facilities will be analyzed for the 5-, 10-, 25-, and 100-year storm events. The analysis will be prepared for full build out of the development which entails single family, commercial, and park land. Offsite pass-through sheet flow will be quantified as part of the analysis for portions of the development to plan for adjacent development. JC will prepare a written report with calculations, exhibits, models, and other relevant information to submit for review to the City.



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- B. Civil Site Services** – Engineering services include a civil site package for submittal to the City of Brenham for the Phase 1 park including features such as an approximately 1-mile trail, parking lot, restroom facility, and lake entrance for approval. Our services include the design and preparation of construction documents for a site utility plan, a site drainage plan, a site grading plan, a site paving plan, a site dimension plan, and a Storm Water Pollution Prevention Plan (SWPPP).
- C. Landscape Architecture** – JC through their subconsultant will prepare construction documents, details, and materials necessary for planting plans, irrigation system, site furniture, site recreational amenities, fine grading of landscaping, site and trail wayfinding signage, site lighting fixtures, and pre-fab restroom structure facility.
- D. Electrical Design** – We will prepare a building electrical load analysis, one-line diagrams, exterior building lighting, and electrical plans for the phase 1 of the park.

III. Permitting Phase Services

- A. Permit Coordination** - Permitting services include setting up a permit appointment with the Brenham Permit Department, providing the necessary permits and affidavits, attending the permit meeting, and providing the permit number and fee to the contractor. The effort assumes that JC will address one (1) round of comments from the City for the construction plans and the drainage analysis. Additional rounds of review comments will be addressed at the approved hourly rates.
- B. Bid Documents & Specification** – We will prepare bid documents and specifications in accordance with the approved design plans for submittal and review by the Texas Parks & Wildlife. We will also use these documents for inclusion in the contract documents for public advertising of the project.
- C. TAS/ TDLR Registration & Inspection** – We will register and submit the project to the Texas Department of Licensing and Regulation for the Texas Accessibility Standards (TAS) review.

IV. Construction Phase Services

- A. Public Advertising, Coordination, Contract Documents** — JC, upon completion of Civil Design Services and when authorized by the Client, will solicit bids for construction of TxDOT facilities. After receipt of bids, we will assist the Client in determining the most advantageous bid and issue a recommendation of award. We will issue a notice to proceed to the selected Contractor and transmit instructions of Client to Contractor.



Benham City Park Planning, Civil, and Construction Phase Services

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B. Contract Administration Services – Administration services during construction include activities supporting the construction of the project on behalf of the Client. Contract Administration services consist of the following:

- a. Creation/ collection, coordination and execution of post-bid contract documents and subsequent forms needed during the contract period of performance of contract documents
- b. Facilitate bond and insurance review by Client's designated agent
- c. Maintain completed knowledge of contract, general conditions, special conditions, and addenda
- d. Facilitation of the contractual and agreed upon lines of communication
- e. Sending contractual notices to all parties
- f. Receive, review, and recommend periodic contractor pay requests. Provide written recommendation of payment to Client based upon on-site observations
- g. Processing RFIs and RFPs
- h. Change order preparation and processing, quantity, and price assessment
- i. Schedule monitoring
- j. Managing pre-construction meeting
- k. Management of submittals, Samples and Shop drawings.
- l. Generating close-out documents
- m. File Management
- n. Minimum level of documentation and reporting limited to a monthly summary of construction activities
- o. Verification that there is a safety plan

C. Electrical Service Coordination – We will coordinate with the power service provider for service to the site. The fee for this task does not include the preparation and processing of electric duct bank plans. If required, this can be provided as an additional service.

D. Field Project Representation – Field project representation services include part-time on-site project representative(s) to assist and to provide more extensive observation of the Contractor's work. Presence of JC Field Project Representatives does not guarantee the contractor's work shall be free of defect yet is intended to improve the Client's familiarity with the contractor's progress and quality of work. Periodic Part-Time Representation for major activities consist of the following:

- a. Spot check field-testing and other field quality assurance testing activities (while on-site)
- b. Review and approximate periodic progress payment quantities, including verifying Materials on Hand
- c. Monitor the Contractor's maintenance of record drawings
- d. Inform the Contractor of unsafe conditions, if observed
- e. Provide field coordination and field communication between CLIENT and the Contractor
- f. Occasional field attendance by construction project manager
- g. Coordination of field project representatives



Benham City Park Planning, Civil, and Construction Phase Services

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- h. Observe work performed for substantial compliance with the contract documents. Observation includes 4 to 15 hours per week on-site (plus travel time.) Field Project Representative will make best effort to be present for major activities as noted
 - i. Prepare a summary of work observed during each visit

E. Meetings & Coordination - Attend meetings, including meetings and phone calls with the City of Brenham, Local Stakeholders, Brenham Parks Board, and Brenham Community Development Corporation, and other miscellaneous meetings to coordinate approval of master plan and design or permitting considerations. Fee is assuming 5 in-person meetings at 4 hours per meeting (including drive time) and weekly phone calls on progress for a duration of 2 months.

V. Reimbursable Items - This fee includes items such as document reproduction, research, delivery fees, and other items as described in the attached Schedule of Reimbursable Expenses.

Proposed Fee

A summary of our fees is enclosed as Exhibit "A", our current Schedule of Hourly Rates is enclosed as Exhibit "B", and our Schedule of Reimbursable Expenses is enclosed as Exhibit "C".

Proposed Schedule

The anticipated time frame for delivery of the final set of plans for the Brenham Family Park is within 24 weeks of the notice-to-proceed. A detailed schedule will be prepared and provided to the City.

Special Considerations

This proposal is based on the following special considerations:

1. This proposal is subject to the attached General Conditions of Agreement, Schedule of Reimbursable Expenses, and Schedule of Hourly Rates (where applicable).
2. This proposal includes environmental due diligence; however, it does not include Individual or Nationwide Permitting. The intent of the design is to avoid the need for a permit. Should the need for a permit arise, a separate scope shall be provided.
3. Fees do not include sales taxes that may be imposed.
4. The proposed fees shall be considered in their entirety for the scope of services. Should you wish to contract with us for only a portion of the work, we reserve the right to negotiate individual scope items on their own merits.
5. This proposal shall be valid for sixty (60) days from this date and may be extended upon approval by this office.



Benham City Park Planning, Civil, and Construction Phase Services

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January 29, 2021

We thank you for the opportunity to submit this proposal and look forward to receiving your approval to proceed with this project. An executed copy of this proposal will serve as our notice to proceed. A scanned copy returned by email is acceptable. Should you have any questions, please call.

Sincerely,

Jessica L. Dennis, PE
Project Manager

Erin E. Williford, PE
Client Manager

JLD/ja2

<https://jonesandcarter.sharepoint.com/sites/BellaireSiteDevelopment/Shared Documents/Opportunities/00000 - City of Benham/Brenham City Park/Proposal/PL- Brenham City Park Design 20201117.docx>

Enclosure(s)

APPROVED BY:

Signature

MILTON Y. TATE, JR., MAYOR

Name and Title (Printed)

2-8-2021

Date



Please indicate how you prefer to receive invoice:

☐ By Email: _____

☒ By Regular Mail: _____

☐ Other: _____



EXHIBIT "A"

Design Services Proposal
Brenham Family Park
City of Brenham, Texas

Scope of Services

Item Number and Description	Fee Basis	Amount
I. Planning Services		
A. Conceptual Land Plan	Estimated Hourly	\$10,000
B. Project Meetings, Coordination, and Site Visits	Estimated Hourly	\$35,000
C. Environmental Coordination	Estimated Hourly	\$7,500
Planning Services Subtotal		\$52,500
II. Design Phase Services		
A. Detention Analysis	Lump Sum	\$35,000
B. Civil Site Services	Lump Sum	\$36,000
C. Landscape Architecture	Lump Sum	\$45,000
D. Electrical Design	Lump Sum	\$15,000
Design Phase Services Subtotal		\$131,000
III. Permitting Phase Services		
A. Permit Coordination	Estimated Hourly	\$15,000
B. Bid Documents & Specifications	Lump Sum	\$4,000
C. TAS/ TDLR Registration & Inspection	Lump Sum	\$2,000
Permitting Services Subtotal		\$21,000
IV. Construction Phase Services		
A. Public Advertising, Coordination, Contract Documents	Lump Sum	\$3,500
B. Contract Administration Services	Estimated Hourly	\$17,500
C. Electrical Service Coordination	Estimated Hourly	\$5,500
D. Field Project Representation	Estimated Hourly	\$20,000
Engineering Services Subtotal		\$46,500
V. Reimbursable Items		
A. Estimated Reimbursable Expense	Estimated Fees	\$1,500
Reimbursable Expenses Subtotal		\$1,500
	Total Fee	\$252,500



SCHEDULE OF REIMBURSABLE EXPENSES

Effective January 2019

Subject to Annual Revision in January 2020

1. Reproduction performed in office

<u>Size</u>	<u>Black & White</u>	<u>Color</u>
8½ x 11 (single-sided)	\$0.05/page	\$.50/page
8½ x 11 (double-sided)	\$0.15/page	\$ 1.00/page
8½ x 14	\$0.15/page	\$.75/page
11 x 17	\$0.20/page	\$ 1.00/page
<u>Large Document Prints/Plots</u>	<u>Black & White</u>	<u>Color</u>
Bond	\$0.20/sq ft	\$ 1.00/sq ft
Photographic Bond	\$4.00/sq ft	\$ 5.00/sq ft
Mylar (4 mil)	\$2.00/sq ft	N/A

Aerial Backgrounds

All sizes \$5.00/sheet (plus above sq. ft. cost)

2. Transportation (mileage): Standard IRS mileage rate in effect
3. Subcontracts and all other outside expenses and fees: Cost, plus 10% service charge
4. Surveying Expenses
 - a. Crew Rates: Includes time charged portal to portal and the first 120 miles of transportation and standard survey equipment
 - b. Special Rental Equipment: Cost, plus 10%
 - c. Stakes: Cost, plus 10% service charge when an excessive number of wooden stakes or any special stakes are required
 - d. Iron Rods and Pipes: Cost, plus 10%
 - e. All-Terrain Vehicle (ATV): \$150/day
 - f. Overnight Stays: \$190/night
 - g. Overtime Rates: Jobs requiring work on weekends or holidays billed at 1.5 times the standard rate
 - h. Sales Tax: To be paid on boundary-related services.
 - i. Deliveries, abstracting services, outside reproduction costs, and other reimbursable expenses charged at cost, plus 10%



GENERAL CONDITIONS OF AGREEMENT

AUTHORIZATION FOR WORK TO PROCEED

Signing of this PROPOSAL/AGREEMENT for services shall be authorization by the CLIENT for Jones & Carter, Inc. (JC), to proceed with the work, unless stated otherwise in the AGREEMENT.

STANDARD OF PRACTICE

Services performed by JC under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the engineering profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document, etc., prepared by JC.

BILLING AND PAYMENT

The CLIENT, recognizing that timely payment is a material part of the consideration of this AGREEMENT, shall pay JC for services performed in accordance with the rates and charges set forth herein. Invoices shall be submitted by JC on a monthly basis and the full amount shall be due and payable to JC within thirty (30) days after CLIENT'S receipt of an invoice as provided in Chapter 2251, Texas Government Code. If the CLIENT disputes all or any portion of an invoice, the CLIENT shall notify JC in writing within twenty-one (21) calendar days of the invoice date and pay that portion of the invoice not in dispute.

Interest on overdue payments shall accrue at the rate as provided in Chapter 2251, Texas Government Code. Payment thereafter shall be first applied to accrued interest and then to the principal unpaid amount.

OWNERSHIP/REUSE OF DOCUMENTS

JC agrees that the CLIENT shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by JC pursuant to this AGREEMENT. The CLIENT 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 CLIENT had prepared or acquired the same. Any use or reuse by CLIENT of any exhibit, map, report, analyses or other document prepared or compiled by JC pursuant to this AGREEMENT, on any project or work unrelated to this AGREEMENT, without written approval or adaptation by JC for the specific purpose intended shall be at the CLIENT'S sole risk and without liability to JC, and the CLIENT, to the extent allowed by law, shall indemnify and hold harmless JC from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

COST ESTIMATES

Cost estimates prepared by the engineer represent his best judgment as a design professional familiar with the construction industry. It is recognized, however, that the engineer has no control over the cost of labor, materials, or equipment; over the contractor's methods of determining bid prices; or over competitive bidding or market conditions. Accordingly, the engineer cannot and does not guarantee that bids will not vary from any cost estimate prepared by him.

INSURANCE

JC agrees to maintain Workers' Compensation Insurance and insurance for protection from claims of errors and omissions to cover all of its own personnel engaged in performing services for the CLIENT under this AGREEMENT.

LIMITATION OF LIABILITY

JC agrees to carry out and perform the services herein agreed to in a professional and competent manner. The CLIENT agrees that JC shall not be liable for error, omission, or breach of warranty (either expressed or implied) in the preparation of designs and drawings, preparation of surveys, designation and selection of materials and equipment for the project, or the performance of any other services in connection with any assignment for which specific authorization is given by CLIENT under this agreement, except to the extent that he fails to exercise the usual degree of care and judgment of an ordinarily prudent engineer in the same or similar circumstances or conditions.

INDEMNIFICATION

JC agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability, or cost (including reasonable attorney's fees and costs of defense) to the extent caused by JC's negligent acts, errors, or omissions in the performance of the services under this AGREEMENT including anyone for whom JC is legally liable.

The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold JC harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CLIENT'S negligent acts, errors, or omissions and those of anyone for whom the CLIENT is legally liable, and arising from the Project that is the subject of this AGREEMENT.

JC is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT'S own negligence.

CONSEQUENTIAL DAMAGES

The CLIENT shall not be liable to JC and JC shall not be liable to the CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the CLIENT or JC employees, agents, or subcontractors. Consequential Damages include, but are not limited to, loss of use and loss of profit.

TERMINATION

This AGREEMENT may be terminated with or without cause at any time prior to completion of JC's services either by the CLIENT or by JC, upon seven (7) days written notice to the other at the address of record. Termination shall release each party from all obligation of this AGREEMENT except compensation payable to JC for services rendered prior to Termination. Compensation payable at termination shall include payment for services rendered and costs incurred up to the termination date in accordance with JC's currently effective hourly rate schedule and direct expense reimbursement policy.

SUCCESSORS AND ASSIGNS

CLIENT and JC each binds himself, and his partners, successors, executors, administrators, and assigns to the other party of this AGREEMENT and to partners, successors, executors, administrators, and assigns of such other party in respect to all covenants of this AGREEMENT. Neither CLIENT nor JC shall assign, sublet, or transfer his interest in this AGREEMENT, without written consent of the other. Nothing contained herein shall be construed as giving any rights or benefits hereunder to anyone other than the CLIENT and JC.

SEVERABILITY

Any provision or part of the AGREEMENT held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the CLIENT and JC, who agree that the AGREEMENT shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SPECIAL PROVISIONS

The amount of an excise, VAT, gross receipts, or sales tax that may be imposed shall be added to the compensation as stated in the proposal.

CONTROLLING LAW

This AGREEMENT shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue and jurisdiction of any claim, dispute, lawsuit, cause of action or other proceeding arising out of or involving this AGREEMENT shall lie exclusively in the state and federal courts of Washington County, Texas.



SCHEDULE OF HOURLY RATES

Effective January 2021 - Subject to Annual Revision in January 2022

ENGINEERING PERSONNEL

Design Engineer I	\$110
Design Engineer II	\$130
Professional Engineer I	\$150
Professional Engineer II	\$170
Professional Engineer III	\$195
Professional Engineer IV	\$225
Professional Engineer V	\$240
Practice Leader	\$260

ELECTRICAL ENGINEERING PERSONNEL

Electrical Design Engineer I	\$120
Electrical Design Engineer II	\$140
Electrical Professional Engineer I	\$165
Electrical Professional Engineer II	\$180
Electrical Professional Engineer III	\$200
Electrical Professional Engineer IV	\$235
Electrical Professional Engineer V	\$250

CONSTRUCTION PERSONNEL (Includes Mileage)

Construction Manager I	\$110
Construction Manager II	\$130
Construction Manager III	\$150
Construction Manager IV	\$170
Construction Manager V	\$195
Field Project Representative I	\$ 65
Field Project Representative II	\$ 90
Field Project Representative III	\$110
Specialist Field Project Representative I	\$120
Specialist Field Project Representative II	\$135
Senior Specialist Field Project Representative	\$150

SPECIALIST

Specialist I	\$100
Specialist II	\$125
Specialist III	\$195
Specialist IV	\$240

PLANNING PERSONNEL

Planner I	\$ 95
Planner II	\$125
Planner III	\$155
Planner Manager	\$225

DESIGNERS/DRAFTING PERSONNEL

CAD I	\$ 60
CAD II	\$ 85
CAD III	\$100
Designer I	\$100
Designer II	\$120
Designer III	\$140
GIS I	\$ 85
GIS II	\$110
GIS III	\$145
GIS IV	\$180

SURVEYING PERSONNEL

1-Person Field Crew	\$130
2-Person Field Crew	\$180
3-Person Field Crew	\$220
4-Person Field Crew	\$250
Scanner Equipment	\$100
Survey Technician I	\$ 85
Survey Technician II	\$ 95
Project Surveyor I	\$ 90
Project Surveyor II	\$105
Project Surveyor III	\$125
Project Surveyor IV	\$150
Chief of Survey Crews	\$110
Registered Professional Land Surveyor	\$170
Survey Manager	\$195

OFFICE PERSONNEL

Engineer's Assistant I	\$ 60
Engineer's Assistant II	\$ 75
Engineer's Assistant III	\$ 85
Admin I	\$ 60
Admin II	\$ 80
Admin III	\$105
Assistant Controller/ Chief Accountant	\$120
Corporate/Project Accountant	\$100