



NOTICE OF A MEETING
Brenham Community Development Corporation
Thursday, August 18, 2022 @ 7:30 a.m.
City Hall – 2nd Floor Conference Room
200 W. Vulcan St.
Brenham, Texas

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the U.S. and Texas Flags**
- 3. Discuss and Possibly Act Upon the Approval of the Minutes from the June 16, 2022 and July 7, 2022 Regular Meetings**
- 4. Discuss and Possibly Act Upon FY2021-22 Third Quarter Financial Statements**
- 5. Discuss and Possibly Act Upon the Allocation of Funds for Design, Engineering and Construction Services Related to the City of Brenham Family Park’s Main Creek Crossing and Authorize the President to Execute Any Necessary Documentation**
- 6. Board and Staff Updates**
 - **Economic Development**
 - **Parks & Recreation**
 - **Administration**

Adjourn

CERTIFICATION

I certify that a copy of the agenda of items to be considered by the Brenham Community Development Corporation (BCDC) on Thursday, August 18, 2022 was posted to the City Hall bulletin board at 200 W. Vulcan St., Brenham, Texas on Friday, August 12, 2022 at 2:00 P.M.

Jeana Bellinger, TRMC, CMC
City Secretary/BCDC Secretary

Executive Sessions: The Brenham Community Development Corporation (BCDC) 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 Negotiations.

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

MINUTES

BRENHAM COMMUNITY DEVELOPMENT CORPORATION

June 16, 2022

A regular meeting of the Brenham Community Development Corporation was held on Thursday, June 16, 2022 at City Hall, 2nd Floor Conference Room, 200 W. Vulcan, Brenham, Texas beginning at 7:30 a.m.

Board members present were Charles Moser, Darrell Blum, John Hasskarl, Jim Kolkhorst, Gary Crocker, and Ken Miller.

Board members absent was Bill Betts.

City of Brenham staff members present were Carolyn Miller, Karen Stack, Stacy Hardy, Dane Rau, Casey Redman, Crystal Locke, Tammy Jaster, Shawn Bolenbarr, Jennifer Hill, and Monique Breaux.

- 1. Chairman Charles Moser called the meeting to order**
- 2. Invocation and Pledges to the U.S. and Texas Flags – City Manager Carolyn Miller**
- 3. Discuss and Possibly Act Upon Minutes from the April 21, 2022 Regular Meeting and the May 27, 2022 and June 9, 2022 Special Meetings**

A motion was made by John Hasskarl and seconded by Gary Crocker to approve the minutes as presented.

Chairman Charles Moser called for a vote. The motion passed with the Board voting as follows:

Chairman Charles Moser	Yes
Vice Chairman Darrell Blum	Yes
Board Member Bill Betts	Absent
Board Member Gary Crocker	Yes
Board Member John Hasskarl	Yes
Board Member Jim Kolkhorst	Yes
Board Member Ken Miller	Yes

4. Discussion and Update on Funding of Future Recreation and Economic Development Projects

City Manager Carolyn Miller presented this item to the Board. Miller explained the following details about future projects and fund reserves:

Sales Tax Revenue

- Sales tax revenue is received by the City two months after collection. Tim McRoberts, the Strategic Budget Officer, is waiting until April receipts are calculated to make his predictions for FY23.
- Each year staff leaves a certain amount of available revenues unallocated or designated as “contingency.” This approach, along with cost savings realized on completed projects, has allowed both Economic Development and Recreation to fund unanticipated projects, and present the opportunity to set aside funds for future projects.

Financial Statements

- ***Economic Development*** At the end of FY22, fund balance reserves for Economic Development are projected to be \$1,174,951. Anticipated land sales in FY23 will contribute to an even more favorable fund balance.
- ***Recreation*** At the end of FY22, fund balance reserves for Recreation are projected to be \$1,571,702. In addition to funding projects for our existing parks and aquatics programs, BCDC has also been able to allocate funds for infrastructure improvements and Phase 1(a) of the Brenham Family Park.
- ***Funds Set Aside for Brenham Family Park*** Beginning in fiscal year 2014, BCDC began allocating funds for Brenham Family Park. To date, BCDC has contributed \$1,598,849 for Phase 1(a) of the park and of this amount, \$1,130,378 remains to be spent. Miller noted that with these BCDC funds and the Texas Parks and Wildlife grant of \$750,000, Phase 1(a) of Brenham Family Park should be fully funded. Preparing for the next phase of the park, in the FY23 budget, the City is requesting \$520,000 from BCDC to fund an all-inclusive playground and \$26,000 for a disc golf course.

5. Discuss and Possibly Act Upon the Brenham Community Development Corporation’s Annual Budget for Fiscal Year 2022-23:

A. Economic Development

Director of Finance Stacy Hardy presented the Board with an overview of the FY2022-23 economic development budget :

- In the FY23 budget, sales tax revenue increased approximately 5% over the FY22 amended budget.
- Per the January 2021 interlocal agreement between the City and Washington County, the County will continue to contribute \$100,000 annually to Economic Development activities.

- There is anticipated revenue from land sales and detention pond contributions in the amended FY22 budget.
- No significant change to the on-going expenditures of debt service, marketing, and Business Park maintenance. The addition of one part time position is being requested to support operations.
- Expenditure of \$150,000 for incentive payment to Project Black Spot.
- Total budget request totals \$902,327, resulting in the use of \$43,687 of fund balance reserves in FY23.
- Not shown in the FY23 budget is the potential sale of land for Project Stones Throw and Project Color Guard. With the proceeds of the Project Stones Throw sale, BCDC will have the opportunity to pay off the 2010 note payable to the Electric Fund for the Weige tract in Southwest Industrial Park III.

City Manager Carolyn Miller presented the line-item budget for economic development:

- Operations\$345,507
- Marketing\$46,400
- Programs & Partnerships\$201,000
- Business Park Maintenance\$19,795
- Professional Services\$22,000

B. Tourism and Main Street

City Manager Carolyn Miller presented the line-item budget for Main Street Brenham:

- Economic Impact and Innovation Grant Match\$30,000
- Incentive Grant Fund Match\$21,000

A motion was made by John Hasskarl and seconded by Darrell Blum to approve the Economic Development and Tourism/Main Street annual budgets for fiscal year 2022-23 as presented.

Chairman Charles Moser called for a vote. The motion passed with the Board voting as follows:

Chairman Charles Moser	Yes
Vice Chairman Darrell Blum	Yes
Board Member Bill Betts	Absent
Board Member Gary Crocker	Yes
Board Member John Hasskarl	Yes
Board Member Jim Kolkhorst	Yes
Board Member Ken Miller	Yes

C. Parks and Recreation

Director of Finance Stacy Hardy presented the Board with an overview of the FY2022-23 parks and recreation budget:

- Sales tax revenue increased approximately 5% over the FY22 amended budget. This falls below FY22 projected collections but anticipating that FY22 sales tax collections may not be sustainable, a conservative approach was taken for FY23 revenue estimates.
- Tier 1 funding requests from Aquatics, Parks and Recreation total \$1,233,062 leaving a contingency balance of \$148,661.
- Tier II funding requests from Aquatics and Parks total \$771,000 and are shown as unfunded at this time. If funded, these would need to be funded from reserves.

Director of Public Works Dane Rau presented the line-item budget for Parks and Recreation:

Parks and Recreation – Tier 1

- Refurbish Men/Women Locker Room.....\$208,000
- Lights for Competition & Therapy Pool.....\$31,200
- Door Card Reader\$39,520
- Update Sound System & Add Displays\$47,616
- Replace Leisure Pool Sand Filter.....\$12,480
- Replace Touch Pads.....\$20,800
- Refurbish Mini Playscape (in water)\$10,400
- Refurbish Epoxy/Vinyl Fence.....\$10,400
- Sealant on Exterior Brick (Phase II).....\$55,120
- Add Aflex Inflatables.....\$15,600
- Refurbish Existing Equipment at Skate Park.....\$31,926
- Play for All Equipment (Phase I) – Brenham Family Park\$520,000
- Repaint Iron Bridges (Phase II)\$100,000
- Add Disc Golf Course – Brenham Family Park\$26,000
- Hohlt Park Nature Trail Add-On\$100,000
- Movies in the Park\$4,000

Parks and Recreation – Tier 2

- Turf Four (4) Softball Fields – Hohlt Park (Phase I).....\$771,000

A motion was made by Jim Kolkhorst and seconded by Darrell Blum to approve the Parks and Recreation annual budget, including Tier 1 and Tier 2, for fiscal year 2022-23 as presented.

Chairman Charles Moser called for a vote. The motion passed with the Board voting as follows:

Chairman Charles Moser	Yes
Vice Chairman Darrell Blum	Yes
Board Member Bill Betts	Absent
Board Member Gary Crocker	Yes
Board Member John Hasskarl	Yes
Board Member Jim Kolkhorst	Yes
Board Member Ken Miller	Yes

The meeting was adjourned.

Charles Moser
Chairman

ATTEST:

Karen Stack
Deputy City Secretary/Legal and Legislative Services Manager

MINUTES

BRENHAM COMMUNITY DEVELOPMENT CORPORATION

July 7, 2022

A special meeting of the Brenham Community Development Corporation was held on Thursday, July 7, 2022 at City Hall, Conference Room 2A, 200 W. Vulcan, Brenham, Texas beginning at 7:30 a.m.

Board members present were Darrell Blum, John Hasskarl, Bill Betts, Ken Miller, Charles Moser and Gary Crocker.

Board members absent was Jim Kolkhorst.

City of Brenham staff members present were Carolyn Miller, Jeana Bellinger, Susan Cates, Stacy Hardy, Jennifer Hill and Monique Breaux.

Others present were Mayor Pro Tem Kolby

1. Chairman Charles Moser called the meeting to order

WORK SESSION

2. Discussion Related to 2022 Meeting Schedule

City Secretary Jeana Bellinger presented this item. Bellinger explained that the BCDC Board usually meets quarterly; however due to all the recent economic development projects, and compressed timelines, staff has had to schedule Special BCDC meetings to address various real estate, development and/or incentive requests.

Bellinger stated that scheduling special meetings can be difficult at times; therefore, she recommends that the Board meet monthly until the end of the calendar year. The meetings would remain on Thursday's at 7:30 a.m. in the following days: August 18, September 8, October 13, November 10, and December 8. After further discussion, the Board agreed to the monthly meeting schedule as recommended by staff.

REGULAR SESSION

3. Discuss and Possibly Act Upon a Resolution Approving a Variance to Section VIII, Annexation of Additional Property, of the Declaration of Covenants, Conditions and Restrictions of Southwest Industrial Park, Section Three, and Authorize the President to Execute Any Necessary Documentation

Economic Development Director Susan Cates presented this item. Cates explained that a +/- 44-acre tract, commonly referred to as the Gurrech Tract, was acquired by the BCDC in 2017. Cates stated that as she prepared the option agreement with Project Color Guard for a portion of this tract, she realized that BCDC had not officially adopted the same Covenants, Conditions and Restrictions (CCR) that cover the other tracts in Southwest Industrial Park (SWIP) for this +/- 44-acre tract. Cates stated that she reached out to City Attorney Cary Bovey and they determined that the most efficient way to cover the Gurrech Tract with the same CCRs would be to annex the tract into the existing CCR for SWIP, Section Three.

Cates advised the Board that in order to accomplish the annexation of the Gurrech Tract, there were two steps the Board must take:

1. Approve a variance to Section VIII of the Declaration of Covenants, Conditions and Restrictions of Southwest Industrial Park, Section Three that will allow tracts over 30 acres to be annexed (the Gurrech Tract is 44 acres). This step is Item 3 on the agenda.
2. Annex the Gurrech Tract into the CCR for SWIP Section Three. This action will result in codifying the intended uses of the property and having only one Property Owners Association for all of SWIP providing cohesive long-term management. This step is Item 4 on the agenda.

A motion was made by John Hasskarl and seconded by Bill Betts to approve a Resolution approving a variance to Section VIII, Annexation of Additional Property, of the Declaration of Covenants, Conditions and Restrictions of Southwest Industrial Park, Section Three, and authorize the President to execute any necessary documentation.

Chairman Moser called for a vote. The motion passed with the Board voting as follows:

Chairman Charles Moser	Yes
Vice Chairman Darrell Blum	Yes
Board Member Bill Betts	Yes
Board Member Gary Crocker	Yes
Board Member John Hasskarl	Yes
Board Member Jim Kolkhorst	Absent
Board Member Ken Miller	Yes

4. Discuss and Possibly Act Upon a Resolution Approving a Variance of Additional Property to the Declaration of Covenants, Conditions and Restrictions of Southwest Industrial Park, Section Three, and Authorize the President to Execute Any Necessary Documentation

A motion was made by Darrell Blum and seconded by Gary Crocker to approve a Resolution approving a variance of additional property to the Declaration of Covenants, Conditions and Restrictions of Southwest Industrial Park, Section Three, and authorize the President to execute any necessary documentation

Chairman Moser called for a vote. The motion passed with the Board voting as follows:

Chairman Charles Moser	Yes
Vice Chairman Darrell Blum	Yes
Board Member Bill Betts	Yes
Board Member Gary Crocker	Yes
Board Member John Hasskarl	Yes
Board Member Jim Kolkhorst	Absent
Board Member Ken Miller	Yes

The Board convened into Executive Session at 7:42 a.m.

EXECUTIVE SESSION

- 5. Texas Government Code Section 551.072 – Real Property: Deliberation Regarding the Possible Sale, Exchange, Transfer and/or Acquisition of Real Property, in the Brenham Business Center, in the City of Brenham, Texas**
- 6. Texas Government Code Section 551.072 – Real Property: Deliberation Regarding the Possible Lease of Approximately 28.7 Acres of Land Located in Southwest Industrial Park, Section III, in the City of Brenham, Texas**

Executive Session adjourned at 8:02 a.m.

RE-OPEN REGULAR SESSION

- 7. Discuss and Possibly Act Upon the Possible Sale, Exchange, Transfer and/or Acquisition of Real Property, in the Brenham Business Center, in the City of Brenham, Texas and Authorize the President to Negotiate and Execute Any Necessary Documentation**

A motion was made by Gary Crocker and seconded by John Hasskarl to approve the possible sale, exchange, transfer and/or acquisition of real property, in the Brenham Business Center, in the City of Brenham, Texas as discussed in Executive Session and authorize the President to execute any necessary documentation.

Chairman Moser called for a vote. The motion passed with the Board voting as follows:

Chairman Charles Moser	Yes
Vice Chairman Darrell Blum	Yes
Board Member Bill Betts	Yes
Board Member Gary Crocker	Yes
Board Member John Hasskarl	Yes
Board Member Jim Kolkhorst	Absent
Board Member Ken Miller	Yes

8. Discuss and Possibly Act Upon a Lease Agreement with Irby Construction Company for the Lease of Approximately 28.7 Acres of Land Located in the Southwest Industrial Park, Section III, in the City of Brenham, Texas and Authorize the President to Negotiate and Execute Any Necessary Documentation

A motion was made by Darrell Blum and seconded by Ken Miller to approve a lease agreement with Irby Construction Company for the lease of approximately 28.7 acres of land located in the Southwest Industrial Park, Section III, in the City of Brenham, Texas, as discussed in Executive Session, and authorize the President to execute any necessary documentation.

Chairman Moser called for a vote. The motion passed with the Board voting as follows:

Chairman Charles Moser	Yes
Vice Chairman Darrell Blum	Yes
Board Member Bill Betts	Yes
Board Member Gary Crocker	Yes
Board Member John Hasskarl	Yes
Board Member Jim Kolkhorst	Absent
Board Member Ken Miller	Yes

The meeting was adjourned.

Charles Moser
Chairman

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary/BCDC Secretary



MEMORANDUM

To: BCDC Board and City Manager
From: Stacy Hardy, Director of Finance
Subject: BCDC 3rd Quarter FY21-22 Financial Statements
Date: August 12, 2022

Attached are the third quarter FY21-22 financial statements for BCDC. Notable trends or transactions are discussed below.

Sales Tax Revenue

For FY22, we increased our sales tax revenue budget by 3% over the prior year's revised annual estimate. With nine months of collections received, sales tax revenue is trending above budgeted levels. October thru June collections are \$269,527 above budget.

Financial Statements – Fund 250

The ***Economic Development*** operations report shows a total surplus of \$347,925 for the third quarter of FY22. In March, BCDC sold 2.787 acres in the Brenham Business Center to Brenham Kitchens and in July, a land sale was finalized for Southwest Industrial Park (Industrial Rig Lights). The proceeds from this sale will be reported in the fourth quarter financial report. Matching contributions for Main Street Incentive Grants have been made to 5 businesses and total \$10,523. The Incubator Program will be concluding in the fourth quarter; \$10,129 has been contributed to date for support of this program. All operating expenditures are within budgeted levels.

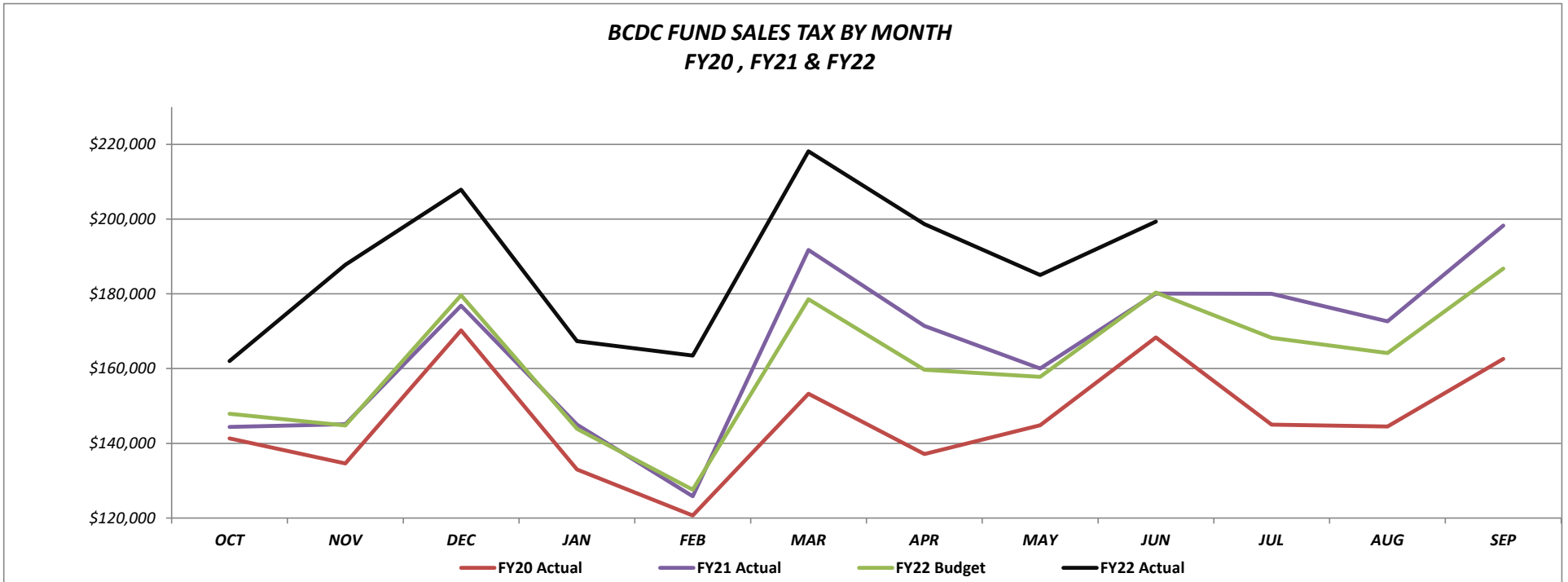
The ***Recreation*** side ended the quarter with a total surplus of \$266,248. Eleven (11) of the seventeen (17) parks and recreation projects funded in the FY22 budget were completed as of June 30, 2022. The remaining projects will be completed in the fourth quarter of FY22 or early FY23. The \$265,000 which was budgeted for Brenham Family Park infrastructure costs has been transferred to the BCDC Capital Projects Fund.

BCDC Capital Projects – Fund 252

Engineering work continues for the Brenham Family Park with \$19,513 being paid to Quiddity Engineering (formerly Jones & Carter) in FY22. A fund balance of \$1,130,378 remains for Brenham Family Park project expenditures. Because BCDC has not actually received the funds for the \$750,000 Texas Parks and Wildlife Grant, it is not yet reflected on this financial statement.

After reviewing this information, should you have any questions prior to Thursday's meeting, do not hesitate to contact me directly at 979-337-7570.

**BCDC FUND SALES TAX BY MONTH
FY20 , FY21 & FY22**



	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL
FY20 Actual	141,327	134,619	170,230	132,969	120,684	153,252	137,115	144,835	168,332	144,976	144,485	162,577	1,755,402
FY21 Actual	144,394	145,123	176,848	144,993	125,828	191,731	171,397	160,032	180,081	180,035	172,652	198,275	1,991,390
FY22 Budget	147,881	144,787	179,638	143,866	127,588	178,554	159,677	157,791	180,329	168,217	164,141	186,767	1,939,235
FY22 Actual	162,007	187,754	207,871	167,350	163,457	218,154	198,665	185,016	199,364				1,689,638

Budget vs. Actual Based on Allocated Budget

Difference	14,126	42,967	28,232	23,484	35,869	39,600	38,988	27,225	19,035				269,527
Cummulative	14,126	57,093	85,326	108,810	144,679	184,279	223,267	250,493	269,527				

BREHAM COMMUNITY DEVELOPMENT CORPORATION
ECONOMIC DEVELOPMENT
YEAR TO DATE PRO FORMA PERFORMANCE
FOR THE QUARTERS ENDING JUNE 30, 2021 AND 2022

	YTD Actual 6/30/2021	YTD Actual 6/30/2022	Percent Incr (Decr)
<u>Revenues</u> 35% of Combined			
Sales Tax	518,253	608,546	17.42%
Washington County Eco. Dev. Contribution	50,000	75,000	50.00%
Lease of Land	3,417	3,309	-3.17%
Sale of Land	-	127,460 E	
Detention Pond Contributions	21,318	11,890 E	
Interest	403	609	51.12%
	593,391	826,814	39.34%
<u>Expenditures</u>			
Economic Development Operations	152,302	228,179	49.82%
Economic Development Incentives	-	-	
Economic Dev. Programs & Partnerships-Main Street	-	20,652 D	
Lawn Maintenance	7,600	10,374	36.50%
Services - Street Lights Electrical	5,237	5,297	1.14%
Legal Fees	1,030	5,443	
Notes Payable to City - Principal & Interest	168,357 C	166,897 C	-0.87%
Total Expenditures	334,526	436,842	30.59%
Revenues Over (Under) Expenditures from Operations	258,865	389,972	
<u>Other Financing Sources (Uses)</u>			
Repayments to Recreation for FY20 Internal Transfer	(42,047) A	(42,047) B	
Traffic Signal Costs @ Hwy 290 Feeder	(51,000)	-	
Total Other Financing Sources (Uses)	(93,047)	(42,047)	
Total Surplus (Deficit)	165,818	347,925	
Beginning Fund Balance	148,127	402,557	
Estimated Ending Fund Balance	313,945	750,482	

A - Year 2 of 10 - Repayment of Internal Transfer (Loan) from Recreation for construction of detention ponds.

B - Year 3 of 10 - Repayment of Internal Transfer (Loan) from Recreation for construction of detention ponds.

C - Notes Payable to the City consist of :

2010 Note Payable - \$1M for SWIP III (Weige tract) 122 acre land purchase; matures 9/1/2029; remaining principal balance \$554,370, approx. \$375,000 accrued interest balance.

2017 Note Payable - \$500,000 for SWIP IV (Gurrech tract) 44.9 acre land purchase; matures 8/15/2026; remaining principal balance \$325,000

D - The following payments have been made for Main St. Economic Development Partnerships/Programs:

3,500 Brenham Opera House	Main St. Incentive Grant Match
3,500 Floyd's Wine Bar	Main St. Incentive Grant Match
1,000 BBA Architects	Main St. Incentive Grant Match
1,375 Fork & Crumb (Pomegranate)	Main St. Incentive Grant Match
1,149 Ninety-Six West	Main St. Incentive Grant Match
10,129 Yellow Truck Market	Incubator Program Support
20,652	

E - Sale of 2.787 acres in Brenham Business Center to Brenham Kitchens in March 2022.

127,460 Sale of Land	
11,890 Detention Pond Contribution	
139,350	Total Proceeds

BRENHAM COMMUNITY DEVELOPMENT CORPORATION
RECREATION
YEAR TO DATE PRO FORMA PERFORMANCE
FOR THE QUARTERS ENDING JUNE 30, 2021 AND 2022

	<u>YTD Actual</u> <u>6/30/2021</u>	<u>YTD Actual</u> <u>6/30/2022</u>	<u>Percent</u> <u>Incr (Decr)</u>
<u>Revenues</u> <i>65% of Combined</i>			
Sales Tax	922,175	1,081,092	17.23%
Interest	749	1,131	51.00%
	<u>922,924</u>	<u>1,082,223</u>	<u>17.26%</u>
<u>Expenditures</u>			
Aquatic Center Replace Metal Furniture	-	39,151	
Aquatic Center Seal Exterior Brick	-	27,164	
Aquatic Center Phase II(a) Improvements	-	250,000	
Aquatic Center Leisure Pool Lighting	-	30,319	
Aquatic Center Replace Roof	70,380	-	
Aquatic Center Accu Tab & Acid Rite System	18,400	-	
Aquatic Center Refurbish Big Yellow Slide	33,141	-	
Aquatic Center Refurbish Banana Split Slide	6,450	-	
Movies in the Park	4,000	4,000	
Kenjura Field - Replace Scoreboard	-	20,781	
Fireman's Park - Carousel Improvements (Phase II)	-	66,663	
Linda Anderson Park - Resurface Parking Lot	-	80,382	
Shulte & Henderson Fields - Turf Home Plates	-	13,920	
Jackson St. Park - Park Improvement Plan	-	30,000	
Henderson Park - Resurface Korth & Fink Fields	-	30,642	
Jerry Wilson Park Playground Equipment	72,455	-	
Linda Anderson Park - Resurface Baseball Fields (3)	25,563	-	
Resurface Hasskarl Tennis Courts (2)	10,350	-	
Fireman's Park - Sidewalk Repairs	11,665	-	
Resurface Blinn Softball Fields	25,464	-	
Brenham Family Park Engineering-Addtl Amount	94,500	-	
Brenham Family Park Archaeological Study	11,530	-	
Brenham Family Park - Infrastructure Costs	-	265,000	
Total Expenditures	<u>383,898</u>	<u>858,022</u>	
Revenues Over (Under) Expenditures from Operations	539,026	224,201	
<u>Other Financing Sources (Uses)</u>			
Repayments to Recreation for FY20 Internal Transfer	<u>42,047</u>	<u>42,047</u>	A B
Total Other Financing Sources (Uses)	42,047	42,047	
Total Surplus (Deficit)	<u>581,073</u>	<u>266,248</u>	
Beginning Fund Balance	465,491	873,846	
Estimated Ending Fund Balance	<u><u>1,046,564</u></u>	<u><u>1,140,094</u></u>	

A - Year 2 of 10 - Repayment of Internal Transfer (Loan) from Recreation for construction of detention ponds.

B - Year 3 of 10 - Repayment of Internal Transfer (Loan) from Recreation for construction of detention ponds.

BRENHAM COMMUNITY DEVELOPMENT CORPORATION
CAPITAL PROJECTS FUND
AS OF JUNE 30, 2022

<u>Funds Available</u>	Budget	Actual to Date
Brenham Family Park		
FY14 Transfer from BCDC - Brenham Family Park Infrastructure Costs	657,000	657,000
FY14 Transfer from BCDC - Brenham Family Park Title Policy Costs	6,877	6,877
FY15 Contribution from Developer - Road Construction	735,044	735,044
FY17 Transfer from BCDC - Brenham Family Park Master Plan	46,442	46,442
FY19 Transfer from BCDC - Brenham Family Park Grant Match	500,000	500,000
FY21 Transfer from BCDC - Archaeological Study & Add'l Engineering	106,030	106,030
FY21 Transfer from BCDC - Environmental Assessment	17,500	17,500
FY22 Transfer from BCDC - Brenham Family Park Infrastructure Costs	265,000	265,000
Sub Total - Brenham Family Park	2,333,893	2,333,893
Interest Income	29,210	29,210
Total Funds Available	2,363,103	2,363,103
<u>Use of Funds</u>		
Brenham Family Park		
FY14 Land - Title Policy	6,877	6,877
FY15 Road construction to cul de sac - 25% City / 75% Kruse	967,743	967,743
FY15 City Reimb of J&C road construction invoices paid by Developer	17,601	17,601
FY15 Gessner Engineering - soil testing - 25% City / 75% Kruse	12,315	12,315
FY17/FY18 Jones & Carter - Park Master Plan	46,442	46,442
FY21 Archaeological Survey	10,982	10,982
FY21 Environmental Assessment - Wild Associates	17,500	17,500
FY21 Geotechnical Engineering - Terracon Consultants	20,200	20,200
FY21 Jones & Carter/Quiddity - Phase 1(a) Engineering - grant match portion	158,000	133,063
FY21 Jones & Carter/Quiddity Phase 1(a) Engineering	94,500	-
Creek crossing/Dam (Pond Contribution)	225,000	-
Road extension to new park	72,000	-
Water line materials	76,942	-
Sewer line materials	30,000	-
Construction expenses related to TPW Grant Match for Phase I(a)	607,000	-
Sub Total	2,363,103	1,232,724
Total Uses	2,363,103	1,232,724
Fund Balance	-	1,130,378



Memorandum

To: BCDC Board Members

CC: Carolyn Miller, Jeana Bellinger

From: Dane Rau, Public Works Director

Date: August 11, 2022

Re: Discuss and Possibly Act Upon the Allocation of Funds for Design, Engineering and Construction Services Related to the City of Brenham Family Park's Main Creek Crossing and Authorize the President to Execute Any Necessary Documentation

BCDC Board Members

With moving forward on enhancements to the Brenham Family Park and preparing for the long-term, we have reached out to Strand and Associates to possibly design a vehicular creek crossing structure which will allow connection from one tract of land to the other. This was not part of Phase 1 (a) of the TP&W Grant and is a first step in making sure that guaranteed access can be achieved across the main creek crossing. This crossing will play a vital part in connection between the 38 acres on the south side of the park with the 70 + acres on the north side of the park. Currently, it is a temporary low-water crossing that was built when the lift station was constructed. It serves as the main access to the lift station which will serve the park as it currently serves development related to the Baker-Katz Commercial properties. It will also allow vehicles and patrons to cross safely as amenities are added to the north side of the park. Currently, we are looking at adding the frisbee golf course on the north side of the park as early as the Summer of 2023. This crossing will not be open to public vehicular traffic rather serve as a permanent means of maintenance access and pedestrian crossing for frisbee golf and a connection from the south side of the park to the north side when development occurs.

As shown in the pictures, with the temporary crushed asphalt and corrugated pipe crossing, we are spending a lot of time reworking the crossing during rain events. Long-term, this structure will be designed with box culverts, allowing for debris and large amounts of drainage to flow through, and therefore, serve the park and users for many years to come.

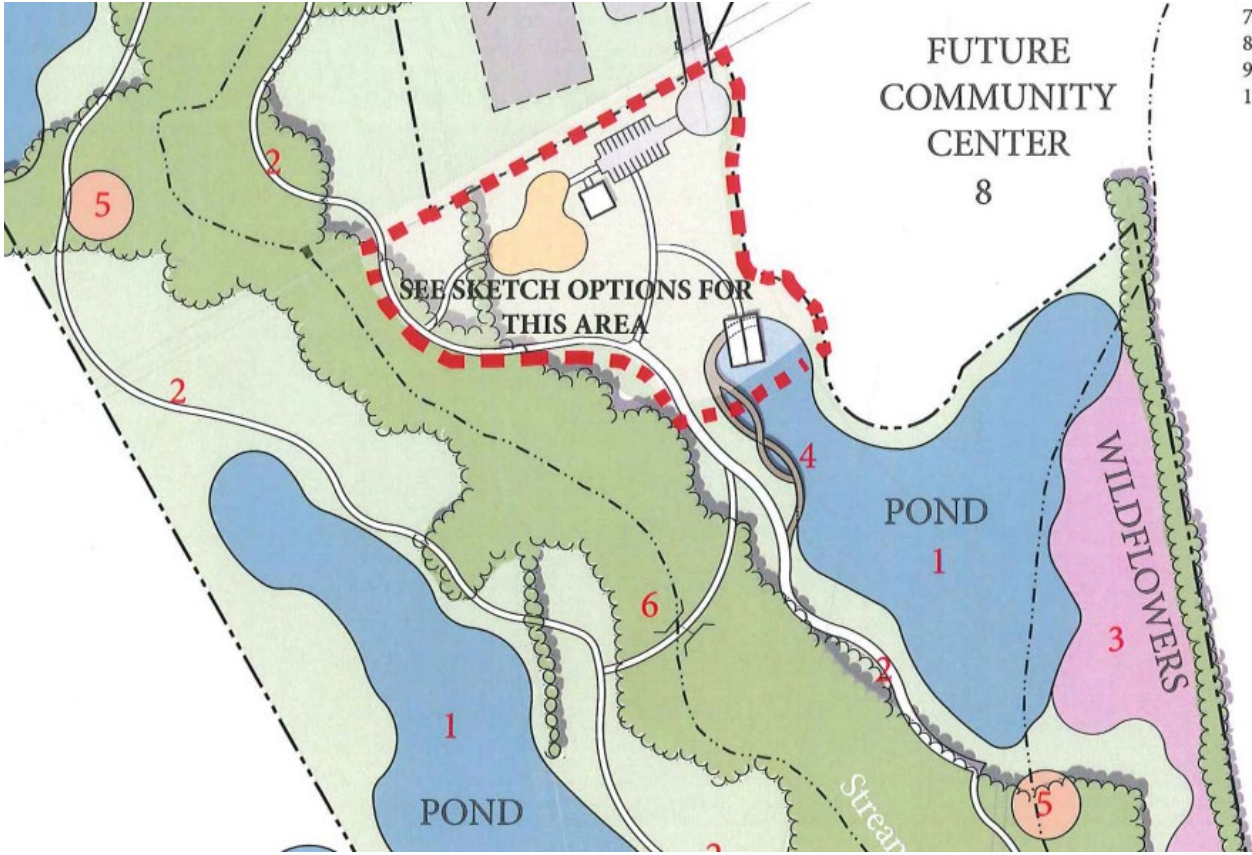
We have received a Professional Services Agreement from Strand Engineering to start the preliminary and final design, topographic survey, geotechnical work, as well as bidding and construction-related services for the crossing. This engineering work is valued at \$48,000. Strand's current estimate related to the construction of this project is \$270,000. The allocation of funds for construction will be discussed and requested from BCDC at a later date.

Infrastructure such as this has been planned for and financial obligations have been set aside in the BCDC Capital Project Fund. In the current fiscal year, \$265,000 was allocated in the budget and set aside for infrastructure related items at the new park. If approved, the \$48,000 engineering contract would be paid from these funds. As mentioned earlier, this is outside of the match for the \$750,000 TP&W Grant.

We respectfully ask BCDC to approve this allocation of funds to allow staff to engage Strand and Associates on this project so we can begin the process of creating a permanent access point from one side of the creek to the other.









Strand Associates, Inc.®
 1906 Niebuhr Street
 Brenham, TX 77833
 (P) 979.836.7937
 www.strand.com

**CITY OF BRENHAM, TEXAS
 BRENHAM FAMILY PARK MAIN CREEK CROSSING
 ENGINEER'S OPINION OF PROBABLE PROJECT COST
 STRAND JOB NO. 3900.263
 August 12, 2022**

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
CONSTRUCTION					
1.	Mobilization.	1	LS	\$ 10,000.00	\$ 10,000.00
2.	Storm Water Pollution Prevention Plan (SWPPP).	1	LS	\$ 5,000.00	\$ 5,000.00
3.	Concrete Pavement with Curb and Curb Cuts (6 Inches) (16 Feet Wide).	185	SY	\$ 80.00	\$ 14,800.00
4.	10- by 8-Foot Concrete Box Culvert (Quad).	100	LF	\$ 1,000.00	\$ 100,000.00
5.	Concrete Slope Paving.	90	SY	\$ 110.00	\$ 9,900.00
6.	Concrete Wingwall.	2	EA	\$ 27,000.00	\$ 54,000.00
7.	Excavation Safety.	1	LS	\$ 5,000.00	\$ 5,000.00
8.	Excavation, Embankment, and Site Grading.	1	LS	\$ 12,500.00	\$ 12,500.00
9.	Restoration and Seeding.	1	LS	\$ 3,500.00	\$ 4,500.00
Construction-Subtotal (Rounded):					\$ 216,000.00
Construction-Contingency (25%, Rounded):					\$ 54,000.00
Construction-Total (Rounded):					\$ 270,000.00
ENGINEERING					
1.	Basic Services-Design, Bidding, and Construction-Related Services.				\$ 32,500.00
2.	Topographic Survey (Estimated Two Days).				\$ 5,000.00
3.	Geotechnical (Soil Borings).				\$ 7,500.00
4.	Part-time Resident Project Representative (Four Hours per Week for Six Weeks).				\$ 3,000.00
5.	Construction Materials Testing (Provided by Contractor, If Needed).				\$ -
Total Engineering Fees:					\$ 48,000.00
Total Engineer's Opinion of Probable Construction Project Cost:					\$ 318,000.00

Jared D. Engelke, P.E.
 Strand Associates, Inc.® (TBPE No. F-8405)
 1906 Niebuhr Street
 Brenham, TX 77833



8.12.2022

**PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
CITY OF BRENHAM
PROJECT NO. _____
BRENHAM FAMILY PARK MAIN CREEK CROSSING**

**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 replace an existing low water crossing with four precast concrete box culverts and a concrete roadway section at the main creek crossing within the Brenham Family Park, 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, geotechnical borings, project design, and preparation of construction documents, project bidding, and construction-related services.

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 is by July 31, 2023, beginning from the execution date of this Agreement. 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 \$48,000, 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: Jared D. Engelke, 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 City Manager of said City and attested by the City Secretary and Strand Associates, Inc.[®], acting by and through its duly authorized officer/representative, does now sign, execute, and deliver this instrument.

EXECUTED on this _____ day of _____, 20__.

ENGINEER:

STRAND ASSOCIATES, INC.[®]

 8/3/2022
Joseph M. Bunker Date
Corporate Secretary

ATTEST:

CITY OF BRENHAM, TEXAS

Jeana Bellinger Date
City Secretary

Carolyn Miller Date
City Manager

ATTACHMENT "A"

PART A—SCOPE OF SERVICES

CITY OF BRENHAM
PROJECT NO. _____
BRENHAM FAMILY PARK MAIN CREEK CROSSING

Description of Services

The scope of services is to provide topographic survey, geotechnical, preliminary and final design, permitting-related, bidding-related, and construction-related services for the Brenham Family Park Main Creek Crossing project. The project replaces an existing metal culvert and low water crossing with four precast concrete box culverts each approximately 40 feet long, and a concrete roadway section at the main creek crossing within the Brenham Family Park. Concrete box culverts will be sized to convey a 25-year design storm based on City-provided stormwater modeling of the 25-year design storm flows.

A. Topographic Survey Services

1. Perform data collection, review of available records, topographic survey, and create base mapping. Topographic survey will include the following:
 - a. Drainage channel cross sections up to 100 feet upstream and downstream of the crossing and up to 150 to either side of the crossing.
 - b. Location of overhead and marked underground utilities within the survey limits as field-marked through Texas 811 locate requests.
2. Submit one iteration of Texas 811 locate requests for the improvements. Additional requests and subsequent surveys will be considered additional services.

B. Geotechnical Services

Perform one soil boring to a depth of 20 feet and prepare geotechnical report for the concrete box culvert crossing. The geotechnical report will evaluate the existing subsurface soil conditions and provide design criteria regarding the box culvert and a reinforced concrete roadway pavement structure.

C. Design Services

1. Attend kickoff meeting with City.
2. Prepare preliminary opinion of probable construction cost.
3. Define preliminary regulatory permit requirements for the Texas Commission on Environmental Quality (TCEQ) and meet with City to review.

4. Prepare 90 percent design drawings including:
 - a. Roadway plan and profile
 - b. Roadway typical section
 - c. Drainage plan and profile
 - d. Miscellaneous construction details
 - e. Texas Department of Transportation (TxDOT) standard drawings for precast concrete box culverts
5. Prepare 90 percent design opinion of probable construction cost for the proposed improvements.
6. Meet with City to review the 90 percent Design Documents and incorporate City comments as appropriate.
7. Prepare Bidding Documents using Engineers Joint Contract Documents Committee C700 Standard General Conditions of the Construction Contract, 2018 edition, City-approved EJCDC C-800 Supplementary Conditions, technical specifications, and engineering drawings.
8. Prepare and submit TCEQ applications and assist City with obtaining permits.
9. Update FEMA Floodplain mapping for City approval.

D. Bidding-Related Services

1. Distribute Bidding Documents electronically through CivCast, available at www.civcastusa.com. Submit Advertisement to Bid to City for publishing.
2. Prepare addenda, and answer questions during bidding.
3. Attend bid opening, tabulate and analyze bid results, and assist City in the award of the Construction Contract.
4. Prepare three sets of Contract Documents for signature.

E. Construction-Related Services

1. Provide contract administration Services, including attendance at preconstruction conference, review of contractor's shop drawing submittals, review of contractor's periodic pay requests, attendance at monthly construction progress meetings, periodic site visits, and participation in project closeout. Services are based on a 60-calendar-day construction schedule. Engineer's review of Payment Requests from contractor(s) will not impose responsibility to determine that title to any of the work has passed to City free and clear of any liens, claims, or other encumbrances. Any such service by Engineer will be provided through an amendment to this Agreement.

2. Provide record drawings in paper format from information compiled from contractor's records. Engineer is providing drafting services only for record drawings based on the records presented to Engineer by contractor and City. Engineer will not be liable for the accuracy of the record drawing information provided by contractor and City.

F. Part-Time Resident Project Representative Services

Provide resident project representative (RPR) for part-time observation (three hours per week for up to 24 hours) of construction. In furnishing observation services, Engineer's efforts will be directed toward determining for City that the completed project will, in general, conform to the Contract Documents; but Engineer will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents. Services are based on a 60-calendar-day construction schedule, which will need to be adjusted if the schedule is extended.

PART B–BASIS OF COMPENSATION AND REIMBURSABLE EXPENSES

**CITY OF BRENHAM
PROJECT NO. _____
BRENHAM FAMILY PARK MAIN CREEK CROSSING**

The following represents the 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 basic and other services a lump sum of \$48,000 as allocated below.

<u>Services</u>	<u>Fee</u>
Topographic Survey Services	\$ 5,000
Geotechnical Services	\$ 7,500
Design, Bidding-Related, and Construction-Related Services	\$32,500
Part-Time Resident Project Representative Services	\$ 3,000
	<hr/>
	Total \$48,000

ATTACHMENT "B"

INSURANCE

**CITY OF BRENHAM
PROJECT NO. _____
BRENHAM FAMILY PARK MAIN CREEK CROSSING**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/21/2022

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. 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
	INSURER(S) AFFORDING COVERAGE	
INSURED Strand Associates, Inc 910 W. Wingra Drive Madison WI 53715	STRAASS-01 INSURER A : CNA Insurance Companies INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1813859807 **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 WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 1,000 <input checked="" type="checkbox"/> Bkt Contractual GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> 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 <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> 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	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> 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 <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A			WC595126844	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER 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	7/11/2022	7/11/2023	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: Brenham Family Park Main Creek Crossing
 Strand Project #: 3900.263

CERTIFICATE HOLDER City of Brenham Attn: City Manager PO Box 1059 Brenham TX 77834	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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