



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, APRIL 17, 2025 AT 1:00 PM
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN STREET
BRENHAM, TEXAS**

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags - Councilmember Leah Cook**
- 3. Presentation of the Tourism Friendly Texas Community Certificate by Travel Texas**
- 4. Special Recognition**
 - ◆ **Texas Historical Commission's Anice B. Read Award of Excellence in Heritage Development - Jennifer Eckermann**
- 5. Citizen Comments**

CONSENT AGENDA

6. Statutory Consent Agenda

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

- 6.a. Approve the Minutes from the April 3, 2025 Regular City Council Meeting**
- 6.b. Approve Ordinance No. O-25-004 on Its Second Reading Amending Ordinance No. O-25-001 Ordering a Special Election on May 3, 2025 for the Purpose of Submitting to the Qualified Voters of Brenham Certain Proposed Amendments to the Existing Charter of the City of Brenham, Texas**

Aprobar la Ordenanza No. O-25-004 en su segunda lectura que enmienda la Ordenanza No. O-25-001 que ordena una elección especial

el 3 de mayo de 2025 con el propósito de presentar a los votantes calificados de Brenham ciertas enmiendas propuestas a la carta constitucional existente de la Ciudad de Brenham, Texas

- 6.c. Approve Ordinance No. O-25-005 on Its Second Reading Amending the Rate Tariff Schedules for the City of Brenham Water Services**
- 6.d. Approve Resolution No. R-25-011 Repealing Resolution No R-25-023 Approving the Submission of a Grant Application through the Office of the Governor (OOG), Public Safety Office, Homeland Security Grants Division for the 2024 State Homeland Security Program - Law Enforcement Terrorism Prevention Activities (LETPA) Projects**
- 6.e. Approve Resolution No. R-25-012 Amending the Authorized Representatives for TexPool Local Government Investment Pool**
- 6.f. Approve the Ratification of the Use of Seizure Funds by the City of Brenham Police Department for Intrastate Prisoner Extradition by Lone Star Prisoner Transport, Inc. in the Amount of \$2,500.00 and Authorize the Mayor to Execute Any Necessary Documentation**
- 6.g. Approve the Purchase of a Precision Cut Fairway Mower for the City of Brenham Parks Department from Deere & Company Through Texas BuyBoard Contract No. 706-23 in the Amount of \$88,223.52 and Authorize the Mayor to Execute Any Necessary Documentation**
- 6.h. Approve the Purchase of a Generac Mobile Generator for the City of Brenham Maintenance Department from Clifford Power Through Texas BuyBoard Contract No. 657-21 in the Amount of \$107,270.00 and Authorize the Mayor to Execute Any Necessary Documentation**
- 6.i. Approve the Purchase of a Chevrolet Silverado 3500 Pickup Truck for the City of Brenham Gas Department from Lake Country Chevrolet Through The Interlocal Purchasing System (TIPS) Contract No. 240901 in the Amount of \$75,247.25 and Authorize the Mayor to Execute Any Necessary Documentation**
- 6.j. Approve the Renewal of the Microsoft Enterprise Agreement with Microsoft Corporation Affiliate SHI Government Solutions in the Amount of \$72,052.28, and Authorize the Mayor to Execute Any Necessary Documentation**
- 6.k. Approve the Submission of Documentation to Receive Funds, In the Amount of \$82,000.00, From the Coronavirus Response and Relief Supplemental Appropriation Act (CRRSAA) and American Rescue Plan Act (ARPA) as Administered Through the Texas Department of Transportation Aviation Division and Authorize the Mayor to Execute Any Necessary Documentation**

PUBLIC HEARING AND ASSOCIATED ACTION ITEM

- 7. Public Hearing, Discussion, and Possible Action on an Ordinance on its First Reading Amending Appendix A - Zoning of the Code of Ordinances of the City of Brenham, Texas (Case No. TEXT AMEND-25-001) to Include:**
 - **Appendix A: Zoning, Part I, Division 1, Section 5.02, Definitions, to Define Smoke Shop and Vape Shop Uses, to Include Distance Requirements; and**
 - **Appendix A: Zoning, Part II, Division 2, Section 4.02, Permitted Uses Within the B-2 Commercial, Research and Technology District, to Include Smoke Shop and Vape Shop as Permitted Uses**

REGULAR SESSION

- 8. Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending the City of Brenham's FY24-25 Adopted Budget**
- 9. Discuss and Possibly Act Upon the Purchase of the Following Equipment for the City of Brenham's Street Department:**
 - a. A Reclaimer/Stabilizer/Trailer Through Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program, Contract No. SM10-20**
 - b. A Cracksealer 125 Through Texas BuyBoard, Contract No. 685-22**
 - c. A Dump Truck Through Sourcewell, Contract No. 032824-NVS**

and Authorize the Mayor to Execute Any Necessary Documentation

- 10. Discuss and Possibly Act Upon RFP No. 25-005 for the Construction of an Electric Equipment Building for the City of Brenham Electric Department and Authorize the Mayor to Execute Any Necessary Documentation**
- 11. Discuss and Possibly Act Upon a Professional Services Agreement Between the City of Brenham and Byrne Software Technologies Related to Help Desk Support Services for the Accela Software Application and Authorize the Mayor to Execute Any Necessary Documentation**
- 12. Discuss and Possibly Act Upon Change Order No. 1 Related to Project No. 63C-22C for the Groundwater Supply-Phase 1 Project and Authorize the Mayor to Execute Any Necessary Documentation**
- 13. Administrative/Elected Officials Report**

Administrative/Elected Officials Reports: Reports from City Officials or City staff regarding items of

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

ADJOURN

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

CERTIFICATION

I certify that a copy of the agenda of items to be considered by the City of Brenham City Council on Thursday, April 17, 2025 was posted to the City Hall bulletin board at 200 W. Vulcan St., Brenham, TX on Monday, April 14, 2025 at 11:15 a.m.

Jeana Bellinger, TRMC, CMC
City Secretary

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

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the _____ day of _____, 2025 at _____ a.m./p.m.

Signature

Title

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on Thursday, April 3, 2025 beginning at 1:00 PM in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members Present:

Mayor Atwood Kenjura
Mayor Pro Tem Clint Kolby
Councilmember Shannan Canales
Councilmember Leah Cook
Councilmember Paul LaRoche
Councilmember Adonna Saunders
Councilmember Albert Wright

Members Absent:

None

City of Brenham Staff Present:

City Manager Carolyn Miller, City Attorney Cary Bovey, City Secretary/Director of Administrative Services Jeana Bellinger, General Manager of Public Utilities William Bissette, Director of Water/Wastewater Bobby Keene, Director of Finance Stacy Hardy, Director of Public Works Dane Rau, Chief Financial Officer Julie Flagg, Director of HR and Risk Management Susan Nienstedt, Fire Chief Mark Donovan, Assistant Fire Chief David Cella, Development Services Director Stephanie Doland, Robin Hutchens, Kyle Branham, Richard O'Malley, Shawn Bolenbarr, Kim Hodde, Shauna Laauwe, Allen Jacobs, Jerry Saldivar, Jason Lange, JoAnne Hynes, Sarah Hill, Don Clark, Steven Eilert, Gabriel Duran, and Leigh Linden.

Citizens/Others Present:

Louis Murphy, Jonathan Mitchel, Jeff Eckardt, Misty Hodde-Maynard, John Hodde, Mandy Hodde, and Tiffany Holmes.

Media Present:

Joshua Blaschke with KWHI, and Sarah Forsythe with Brenham Banner Press.

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

- ◆ **Kim Hodde, Development Services - 35 Years**
- 4. Special Recognitions**
 - ◆ **National IDA Food Safety Award - Blue Bell Creameries, Inc.**
- 5. Special Presentation by City of Brenham Community Services Grant Recipient - Freedom Hill Adult & Teen Challenge**
- 6. Proclamations**
 - ◆ **Safe Digging Month**
 - ◆ **Fair Housing Month**
- 7. Citizen Comments**

Lieutenant Steven Eilert introduced new Officer Gabriel Duran.

CONSENT AGENDA

8. Statutory Consent Agenda

- 8.a. Approve the Minutes from the March 20, 2025 Regular City Council Meeting**
- 8.b. Approve the Use of Seized Narcotic Funds for the City of Brenham Police Department for the Purchase of a Vinyl Vehicle Wrap from Becker Wraps in the Amount of \$2,850.00 and Authorize the Mayor to Execute Any Necessary Documentation**
- 8.c. Discuss and Possibly Act Upon an Amended Order Calling a General Election to be Held on May 3, 2025 for the Purpose of Electing One Councilmember for Place 1 – Ward 1; One Councilmember for Place 3 – Ward 3; One Councilmember for Place 5 – At Large; and One Councilmember for Place 6 – At Large, Each for Four (4) Year Terms**

Discutir y posiblemente actuar sobre una orden enmendada que convoca a una elección general que se llevará a cabo el 3 de mayo de 2025 con el propósito de elegir a un concejal para el Lugar 1 - Distrito 1; Un concejal por el Lugar 3 – Distrito 3; un concejal por el Lugar 5 – En general; y un Concejal para el Lugar 6 – En general, cada uno por períodos de cuatro (4) años

- 8.d. Approve an Ordinance on Its First Reading Amending Ordinance No. O-**

25-001 Ordering a Special Election on May 3, 2025 for the Purpose of Submitting to the Qualified Voters of Brenham Certain Proposed Amendments to the Existing Charter of the City of Brenham, Texas

Aprobar una ordenanza en su primera lectura que enmienda la Ordenanza No. O-25-001 que ordena una elección especial el 3 de mayo de 2025 con el propósito de presentar a los votantes calificados de Brenham ciertas enmiendas propuestas a la carta constitucional existente de la Ciudad de Brenham, Texas

A motion was made by Councilmember Wright and seconded by Councilmember Saunders to approve Consent Agenda Items 8.a through 8.d. as presented.

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

Yes: Mayor Kenjura, Mayor Pro Tem Kolby, Councilmember Canales, Councilmember Cook, Councilmember LaRoche, Councilmember Saunders, Councilmember Wright

No: None

Absent: None

WORK SESSION

9. Discussion and Presentation of the City of Brenham Fire Department's Annual Report

Chief Mark Donovan presented this item. Donovan discussed the following:

- The Fire Department responded to 1260 emergency incidents in 2024, an increase of 25.37% from 2023
- The National Fire Protection Association (NFPA) Standard 1710 sets a goal for fire department response times to be 320 seconds (5 minutes and 20 seconds) or less for at least 90% of dispatched incidents. For 2024, the Fire Department had an average response time of 495 seconds (8 minutes and 15 seconds). This response time reflects responses in District 1, District 2, District 3, and the ETJ.
 - District 1 Average Response time: 334 seconds (5 minutes and 34 seconds)
 - District 2 Average Response time: 609 seconds (10 minutes and 9 seconds)
 - District 3 Average Response time: 409 seconds (6 minutes and 49 seconds)

- ETJ Average Response time: 554 seconds (9 minutes and 14 seconds)
- Fire Operations - Incidents
- Major Incidents
- Fire Operations - Accomplishments
- Fire Operations - Maintenance
- Fire Operations - Goals
- Fire Training - Continuing Education and Obtained Certifications
- Fire Training - Accomplishments
- Fire Training - Goals
- Fire Marshal Activities
- Occupancies vs. Inspections - Overall Goal of Risk Reduction
- Fire Marchal - Goals

REGULAR SESSION

10. Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending the Rate Tariff Schedules for the City of Brenham Water Services and Authorize the Mayor to Execute Any Necessary Documentation

Director of Water and Wastewater Bobby Keene presented this item. Keene advised that in November 2024, the City hired NewGen Strategies & Solutions to update the City's water rates. Keene stated that the study was needed in order:

- To determine if existing cost allocations among customer classes still applied or if adjustments needed to be made; and
- To ensure rates were sufficient for covering new debt issuance needed to finance Water Plant Expansion and Groundwater Wells Projects.

Keene stated that the results and recommendations from NewGen's Water Rate Analysis were discussed with the Utilities Subcommittee of City Council on March 20th with no change from the previous year's recommendation. Keene advised that staff is proposing the second of three annual water rate increases to recover higher costs, largely driven by the planned addition of new debt for the Water Plant Expansion and Groundwater Wells Projects.

Keene explained that incorporated into these water rate increases is a change in the Residential, Commercial, Irrigation, Fire Hydrant, and Fire Line Water Rate Class's that would take effect in May 2025. Keene stated that the 2025 study completed by New Gen Strategies and Solutions identified the first changes recommended in 2024 were still in line with the needed funding to cover the new debt for the Water Plant Expansion and Groundwater Wells Project.

A motion was made by Councilmember Saunders and seconded by Councilmember Canales to approve an Ordinance on its first reading amending the

rate tariff schedules for the City of Brenham water services and authorize the Mayor to execute any necessary documentation.

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

Yes: Mayor Kenjura, Mayor Pro Tem Kolby, Councilmember Canales, Councilmember Cook, Councilmember LaRoche, Councilmember Saunders, Councilmember Wright

No: None

Absent: None

11. Discuss and Possibly Act Upon the Purchase of a Bucket Truck Through Sourcewell Contract No 110421-TER for the City of Brenham Electric Department and Authorize the Mayor to Execute Any Necessary Documentation

Electric Superintendent Jason Lange presented this item. Lange stated that the Electric Department is seeking approval to purchase a 2025 HV507 SFA 4X4, 60' Bucket Truck through Sourcewell, a local government purchasing cooperative. Lange advised that this unit will replace Unit 149, a 2013 International 60' bucket truck. Lange advised that the sale of the 2013 International will recoup some of the cost of the new truck.

Lange explained that due to ongoing delays in manufacturing, the digger truck originally budgeted for purchase this year has been delayed until next year. Lange stated that available to the city at this time is a 2025, 60' bucket truck, previously scheduled to purchase next year. Lange stated that after discussions with Finance staff, it was agreed that proceeding with the purchase of the bucket truck this year and moving the digger truck to the next year would benefit the Electric Department with delivery time.

A motion was made by Councilmember Saunders and seconded by Councilmember Wright to approve the purchase of a bucket truck through Sourcewell Contract No 110421-TER, in the amount of \$324,350.00, for the City of Brenham Electric Department and authorize the Mayor to execute any necessary documentation.

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

Yes: Mayor Kenjura, Mayor Pro Tem Kolby, Councilmember Canales, Councilmember Cook, Councilmember LaRoche, Councilmember Saunders, Councilmember Wright

No: None

Absent: None

12. Administrative/Elected Officials Report

Mayor Atwood C. Kenjura reported on the following item:

- Governor Abbott recognized the City of Brenham as a Texas Tourism Friendly Town

City Manager Carolyn Miller reported on the following items:

- April 3rd - Faith Mission 40th Anniversary Celebration 4:30 p.m. - 6:30 p.m.
- April 11th - Brenham Fire Department Fish Fry
- April 17th - Regular City Council Meeting

Director of Public Works Dane Rau reported on the following:

- Higgins Branch Drainage Project is complete
- Jefferson and Hogg Branch Drainage Projects are nearing completion
- S. Baylor, Tom Dee/Tom Green, Commerce/Dark St, and Burleson low water crossing drainage projects all to begin in the coming months
- S. Austin St from Stone to Mansfield St is currently being resurfaced

Council adjourned into Executive Session at 2:14 p.m.

EXECUTIVE SESSION

13. Section 551.072, Texas Government Code - Deliberation Regarding Real Property - Discussion Regarding the Purchase, Exchange and/or Acquisition of Real Property for City of Brenham Sanitary Sewer Improvements and Facilities

Executive Session adjourned at 2:40 p.m.

ADJOURN

Atwood C. Kenjura
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

ORDINANCE NO. O-25-004

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS, ORDERING A SPECIAL ELECTION TO BE HELD IN CONJUNCTION WITH THE CITY OF BRENHAM REGULAR GENERAL ELECTION ON MAY 3, 2025, FOR THE PURPOSE OF SUBMITTING PROPOSITIONS TO THE QUALIFIED VOTERS OF BRENHAM, TEXAS FOR CERTAIN PROPOSED AMENDMENTS TO THE EXISTING HOME RULE CHARTER OF THE CITY; STATING PROPOSED AMENDMENTS TO BE VOTED UPON AT SAID ELECTION; DESIGNATION OF EARLY VOTING DATES AND TIMES AND POLLING PLACES OF SAID ELECTION; PROVIDING THE FORM OF THE BALLOT AND DIRECTING THAT THE NOTICE OF ELECTION BE GIVEN; PROVIDING FOR FISCAL IMPACT ESTIMATES; CONTAINING OTHER PROVISIONS REQUIRED BY THE TEXAS ELECTION CODE; DIRECTING PUBLICATION AS REQUIRED BY LAW; FINDING THAT THE MEETINGS AT WHICH THIS ORDINANCE IS CONSIDERED ARE OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING FOR SEVERABILITY AND THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Texas Local Government Code, Section 9.004(b) provides that the ordinance ordering a charter amendment election shall provide for the special election to be held on the first authorized uniform election date prescribed by the Texas Election Code or on the earlier of the date of the next municipal general election or presidential general election; and

WHEREAS, May 3, 2025 is the date provided for in the Texas Election Code for the next regular general election in the City of Brenham, Texas, therefore the City is authorized to order a special charter amendment election to be held on May 3, 2025; and

WHEREAS, Article VII, Section 4 of the Home Rule Charter of the City of Brenham provides for amending the Charter and having the amendments submitted to the voters; and

WHEREAS, the Home Rule Charter amendment election shall be held and conducted in accordance with Sections 9.001, 9.004 and 9.005 of the Texas Local Government Code and all other applicable election laws; and

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

SECTION 1.
GENERAL PROVISIONS

That a Special Election shall be held on May 3, 2025 for the purpose of submitting ballot propositions to the qualified voters of the City of Brenham, Texas for proposed amendments to the existing Home Rule Charter.

Subsection A: That a Special Election shall be held in the City of Brenham, Texas on the 6th day of May, 2025 at which election ballot propositions for proposed amendments to the City of Brenham Home Rule Charter shall be voted upon by the resident qualified voters of the City of Brenham.

Subsection B: That early voting by personal appearance in said election shall be conducted every weekday at the **Washington County Annex Building**, 100 S. Park Street, Brenham, Texas, as follows:

**Tuesday, April 22, 2025 through Tuesday, April 29, 2025 from 8:00
a.m. to 5:00 p.m.:**

Subsection C: That all applications for ballots by mail shall be mailed to:

**Carol Jackson, REO, EA
Early Voting Clerk
Washington County Elections Office
100 E. Main Street, Suite 105
Brenham, Texas 77833**

All applications for ballots by mail must be received no later than the close of business at 5:00 p.m. on Tuesday, April 22, 2025.

Subsection D: That said election shall be held at the following designated voting places in the City of Brenham, Texas, for voters of the particular Wards:

- Ward 1: Nancy Carol Roberts Memorial Library
100 W. Martin Luther King, Jr. Pkwy.
Brenham, Texas
- Ward 2: Washington County Event Center
1305 E. Blue Bell Road
Brenham, Texas
- Ward 3: Brenham VFW Hall
1200 E. Tom Green Street
Brenham, Texas
- Ward 4: Blinn Jr. College Student Center
1007 Walter Schwartz Way
Brenham, Texas

Subsection E: That said election shall be held in accordance with the provisions of the Constitution and Laws of the State of Texas, and only duly qualified resident voters of the City of Brenham shall be allowed to vote.

Subsection F: Notice of said election shall be given as provided by in the Texas Election Code and the Texas Local Government Code.

Subsection G: The City Secretary is hereby authorized and instructed to publish notice of said election as required by law.

Subsection H: There are a total of twelve (12) amendment propositions on the ballot for the May 3, 2025 special charter amendment election. It is estimated that eleven (11) of the proposed amendments are anticipated to have no fiscal impact to the City of Brenham if the 11 proposed amendments are approved at the special election. Only Proposition I is anticipated to have any fiscal impact on the City of Brenham. If Proposition I is approved at the special election, it is estimated that the City of Brenham will have a budget impact of nineteen thousand, five hundred and no/100 dollars (\$19,500.00) per fiscal year for an increase in the Mayor and City Councilmember's monthly salaries.

Subsection I: There shall be placed on the official ballot the following proposed amendments to the City Charter for the City of Brenham, Texas, and the ballot shall provide that the voter may approve or disapprove the propositions which are stated individually as follows:

AMENDMENT A

SHALL ARTICLE I, SECTION 2; ARTICLE II, SECTIONS 1, 2 AND 8; ARTICLE III, SECTIONS 8, 15, 17, 18, 19, 21 AND 23, 24; ARTICLE IV, SECTIONS 1, 2, 3 AND 8; ARTICLE V, SECTIONS 1, 2, 3 AND 4; ARTICLE VI, SECTIONS 3, 6, 9, 11 AND 15-19; AND ARTICLE VII, SECTIONS 6, 12, 14, 15, 19 AND 24 OF THE BRENHAM CITY CHARTER REGARDING GRAMMAR CORRECTIONS, SPELLING CORRECTIONS, PUNCTUATION CORRECTIONS, DELETION OF RESERVED SECTIONS AND RENUMBERING, AND VOCABULARY CHANGES BE AMENDED AS FOLLOWS?

ARTICLE I. INCORPORATION; FORM OF GOVERNMENT; BOUNDARIES

Sec. 2. - Boundaries

The City Council shall have the power by ordinance to establish the boundary limits of the City of Brenham; and to provide for the alterations and extension of said boundary limits, the annexation of additional territory to the City and the detachment or disannexation of territory, with or without the consent of the owners and inhabitants of the territory annexed, detached or disannexed. The boundaries of the City shall be those established by ordinance of the City Council enacted in accordance with the procedures provided for in applicable federal, state or other law. The City Secretary shall keep a correct and complete description of the City boundaries, indicating all annexations, detachments and disannexations.

ARTICLE II. POWERS

Sec. 1. – Powers generally.

The said City of Brenham shall have power to ordain and establish such acts, laws, rules, regulations, resolutions, and ordinances, not inconsistent with the Constitution and laws of Texas and of this Charter, as shall be needful for the government, interests, health, welfare and good order of said City and its inhabitants. Under the name of the City of Brenham it shall be known in law and have succession and be capable of contracting and being contracted with, suing and being sued, impleading and being impleaded, answering and being answered unto, in all courts and tribunals, and in all amounts whatsoever, subject to the laws of the State of Texas, or which shall hereafter be passed.

The City of Brenham shall have the power to take, hold, lease, grant, purchase and convey such real property or mixed property or estate, situated within, or without, the limits thereof, as the purpose of said corporation may require and shall have and use a corporate seal, and change and renew the same at its pleasure.

Sec. 2. – Rights reserved.

All suits, taxes, penalties, fines, forfeiture, and all other rights, claims and demands, of every kind and character, which have accrued under the laws in favor of said City, heretofore in force governing the same, shall belong to and vest in said eCity and shall not abate by reason of the adoption or amendment of this Charter, and shall be prosecuted and collected for the use and benefit of said City of Brenham and shall not be in any manner affected by the taking effect of this Charter; but as to all of such rights, the laws under which they shall have accrued shall be deemed to be in full force and effect.

Sec. 8. – Manufacture of electricity, gas, etc.; purchase and sale of gas, water, electricity, etc.

Said City shall have the authority to manufacture its own electricity, gas or anything else that may be needed or used by it or the public; to make contracts with any person, firm or corporation for the purchase of gas, water, electricity or any other commodity or articles used by it or the public, and to sell same to the public as may be determined by the ~~governing authority~~ City Council.

ARTICLE III. THE CITY COUNCIL

Sec. 8. - Canvassing returns and declaring results of election; judges of its own election and qualification.

The returns of every municipal election shall be delivered forthwith by the Election Judges to the City Secretary. The Council shall canvass the returns,; investigate the qualifications of the candidates, and declare the official results of the election in accordance with applicable state and federal laws. The returns of every municipal election shall be recorded in the minutes of the Council by Ward totals, when applicable. At each election the qualified person receiving a majority of all votes cast for the office that person seeks shall thereon be declared elected by said Council.

The City Council shall be judges of the election and the Council's qualification of its members shall be conclusive and final for all purposes.

Sec. 15. - Calling special meetings; determining rules and order of business; journal; quorum; voting on measures.

The Mayor or any three (3) Councilmembers may call special meetings of the City Council at any time deemed advisable. The City Council shall determine its own rules and order of business, and shall keep a journal of the proceedings in a permanently bound book and any citizen shall have access to the minutes and record thereof at all reasonable times. Any four (4) members of the City Council shall constitute a quorum for the transaction of any business, and the affirmative vote of the four (4) members of the City Council shall be sufficient and necessary to adopt or repeal any ordinance or resolution. The vote upon the passage or repeal of any ordinance or resolution shall be taken by "yea" or "nay" vote, and entered upon the journal. Except when required by law to abstain from voting on a matter before the City Council, each member of the City Council present at the meeting shall vote upon every question, ordinance or resolution which shall be entered upon the journal. Any Councilmember refusing to vote except when required by law to abstain shall be entered on the journal as voting in the affirmative.

Sec. 17. - Introduction and passage of ordinances and resolutions.

Each proposed ordinance or resolution shall be introduced in written or printed form, shall not contain more than one subject, which shall be clearly stated in the title; but general appropriation ordinances may contain the various subjects and accounts for which moneys are to be appropriated. No ordinance, unless it shall be declared to be an emergency measure, and passed by a unanimous vote ~~to~~ of the City Council, shall be passed on the day on which it shall be introduced. All ordinances, save and except emergency ordinances, shall be finally passed on the second reading. Ordinances not required to be published shall take effect and be in force from and after the passage thereof, unless otherwise provided.

Sec. 18. - Emergency measures.

An emergency measure is an ordinance or resolution for the immediate preservation of the public peace, property, health, or safety, or providing for the usual daily operation of a municipal department, in which the emergency is set forth and defined in a preamble thereto. Ordinances appropriating money and ordinances for the payment of salaries and wages may be passed as emergency measures, but no measure making a grant, renewal or extension of a franchise, or other special privilege or regulating the rate to be charged for ~~its~~ services by any utility, shall ever be passed as an emergency measure.

Sec. 19. - Publication of penal ordinances.

The City Secretary shall publish, in a newspaper of general circulation within the City, any ordinances required by state or federal law to be published. The City Secretary may abbreviate the text of any ordinance for publication purposes. Such ordinances shall take effect upon the date of publication unless otherwise required by law or stated in the ordinance. Ordinances related to, ~~provided that~~ emergency measures shall take effect according to their terms.

Sec. 21. - Recording and authenticating documents.

The City Council shall appoint a City Secretary who shall be responsible for the original documentation of all laws, notices, minutes, resolutions, ordinances, and related official records of the governing body; all deeds, easements, leases, titles and related documents of ownership of City property; and the municipal charter and seal. Every ordinance or resolution, upon its becoming effective, shall be kept in the permanent files of the City and shall be authenticated by the signature of the Mayor and the City Secretary, or in their absence, the person exercising their duties as appointed by the City Council.

Secs. ~~23~~, 24. - Reserved.

ARTICLE IV. THE CITY MANAGER; FINANCES

Sec. 1. - Appointment; position; qualifications; removal.

The City Council shall appoint a City Manager, who shall be the administrative head of the municipal government and shall be responsible for the efficient administration of all departments. He shall be chosen upon qualification and fitness for the exercise of his duties. He may or may not be a resident of the City of Brenham when appointed; but shall establish his residence within the City as directed by the City Council. The City Council may engage a City Manager by agreement for a term not to exceed one year; however, the City Manager is subject to removal at any time, with or without cause, by City Council.

Sec. 2. - Duties generally.

Except as provided in Article III, section 1 of the Charter or other applicable law, the City Manager or the City Manager's designee shall appoint all officers and employees of the City. The City Manager shall exercise control and supervision over all departments and offices that may be created by the City Council or City Manager and all officers and employees appointed by him. He shall attend all meetings of the City Council with the right to take part in the discussion; but having no vote. He shall recommend in writing to the City Council such measures as he may deem necessary or expedient. He shall keep the City Council fully advised as to the financial condition and needs of the City and perform such other duties as may be prescribed by this Charter or which may be required of him by ordinance or resolution of the City Council.

The City Manager may create and consolidate appointive offices and positions, may divide the administration of the City's affairs into such departments as he may deem advisable, and may discontinue any such appointive office, position, or department at his discretion, except the office of the City Manager, City Secretary, Deputy City Secretary(ies), Municipal Court Judge, Associate Municipal Court Judge(s), City Attorney and Municipal Court Prosecutor.

Sec. 3. - Annual budget.

The annual budget of the City shall be prepared by the City Manager based on the estimates of each department. These departmental estimates shall include the expenses of the department for the preceding year and indicate where increases or reductions ~~diminutions~~ are recommended for the ensuing year. The City Manager shall submit the budget to the City Council for approval.

Sec. 8. - Issuance of checks for payroll and other claims.

No check for the payment of payroll or of any claim shall be issued by the City unless such claims shall be evidenced by an itemized account, in accordance with approved City Budget including amendments, approved by the signature of the City Manager or his designee, and all checks shall be signed by any two of the following: Mayor, City Secretary, City Manager or ~~and~~ the Chief Financial Officer.

ARTICLE V. IMPROVEMENT BONDS

Sec. 1. - Purpose.

The City shall have the right and power to borrow money upon the credit of the City and to issue bonds of the City therefor, in such sum or sums as may be deemed expedient, for the purpose of improving the streets, purchasing or constructing sewers, erecting and maintaining public buildings of every kind and for purchasing or constructing waterworks and gas plants and systems and for the purpose of purchasing, erecting, maintaining and operating an electric light and power plant and such other public utilities as the City Council ~~governing authority~~ may, from time to time, deem expedient, and for any other purpose authorized by state law.

Sec. 2. - Specifying purpose; sale; interest and sinking fund.

All bonds shall specify for what purpose they are issued, and shall be sold for cash. When any bonds are issued by the City a fund shall be provided to pay the interest on those bonds and create a sinking fund to redeem said bonds. Said fund shall not be diverted or drawn upon for any other purpose, and the custodian of the funds of the City shall honor no drafts upon said fund except to pay interest upon or redeem the bonds for which it was provided. The City shall have the power to invest said sinking funds in securities secured by the pledge of United States Bonds or Federal Agency Bonds, Texas State or County Bonds, or Bonds of the City of Brenham, or other municipality, or any school district, or any other investment authorized by state law.

Sec. 3. - Maximum period; signing; specifying places and times of payment; approval by state officials; issuance.

Said bonds shall be issued for a period of time not to exceed forty (40) years; shall be signed by the Mayor, countersigned by the person acting in the capacity of City Secretary, and both principal and interest shall be payable at such places and times as may be fixed by the ordinance of the City Council governing authority. All such bonds shall be submitted to the Attorney-General of the State for his approval and the Comptroller for registration, as provided by the ~~S~~state law; provided, that any such bonds, after approved, may be issued by the City, either optional or serial, or otherwise, as may be deemed advisable by the City Council governing authority.

Sec. 4. - Submitting to referendum.

Before the issuance of any bonds the same shall be submitted to a vote of the qualified voters of the City as required by ~~state law~~the General Laws of the State.

ARTICLE VI. TAXATION

Sec. 3. - Occupation tax.

The City shall have the power to levy and collect occupation taxes consonant with the Constitution and laws of the State of Texas, and shall authorize the granting and issuance of licenses and shall direct the manner of issuing and registering the same and fix the fees thereafter, but no license shall be issued for a longer period than one year and shall not be assignable except by permission of the City Council governing authority of the City.

Sec. 6. - Rendition, etc., as to omitted property.

The City shall have the power to provide for the rendition of unrendered property for taxation, and levy and assess taxes thereon annually, and to provide for the rendition, levy and assessment of taxes for previous years on the property omitted from taxation in the manner provided by ~~S~~state law of this State.

Sec. 9. - Time of levying.

The City Council governing authority of the City, at its first meeting in September of each year, or as soon thereafter as practicable, shall levy the annual tax for such year, but special taxes or assessments allowed by this Charter may be levied, assessed and collected at such times as the City Council governing authority may provide; provided, that should the City Council governing authority fail or neglect to levy the annual tax herein provided for any one year the annual tax levy for the preceding year last made by said governing authority shall and will be considered in force and effect as the tax levy for the year for which no annual tax was made.

Sec. 11. - City not required to give bond; payments to city to be in legal currency.

It shall not be necessary in any action, suit or proceeding, in which the City shall be a party, for any bond, undertaking, or security to be executed in behalf of the City. Nothing of value nor anything save official currency~~money current~~ of the United States shall be received in payment of taxes, fines, forfeitures, penalties and debts due and owing to said City.

Secs. 15—19. - Reserved.

ARTICLE VII. MISCELLANEOUS PROVISIONS

Sec. 6. - Establishment of wards; purpose.

The City shall be divided and established into four (4) wards, having boundaries described by ordinance, for the purpose of securing a more equal distribution of representation on the City Council by the people of the whole City. Newly annexed territory shall be added to the adjacent Ward as City Council may provide. No person shall be a candidate for Councilmember from any ward of the City unless he shall have been, for twelve (12) months preceding the date of the election at which he is a candidate, a resident of the ward represented by the office to which he aspires, and must possess the other qualifications as prescribed in this Charter; provided, however, that the qualifications as to residence in any one ward shall not apply to the Mayor or at-large Councilmembers. Any candidate, Mayor or Councilmember who during his candidacy or term of office moves his place of residence from the City or the ward which he represents automatically ipso facto forfeits his right to such office.

Sec. 12. - Liability and notice of injury or damage claims.

Before the City of Brenham shall be liable for damages of any kind, the person injured or the owner of the damaged property, or someone on~~in~~ his behalf shall give the Mayor or City Councilmembers notice in writing of such injury or damage within ninety (90) days, or within six (6) months for good cause shown, after the same has been received stating specifically in such notice when, where and how the injury or damage occurred and the extent thereof. Failure to notify the Mayor or City Councilmember within the time and manner specified herein shall exonerate, excuse and exempt the City from any liability whatsoever. Further, this section shall not apply to the taking, damaging or destruction of property as guaranteed and covered by Section 17 of Article I of the Constitution of Texas.

Sec. 14. - Court.

The City Council shall establish and provide for a court, designated as the "Municipal Court" for the trial of misdemeanor offenses, with all such jurisdiction, powers, duties as are now, or may hereafter be prescribed by the laws of the State of Texas relative to municipal courts.

The Municipal Court shall be presided over by a Magistrate who shall be known as the Judge of the Municipal Court. The City Council shall provide for the qualifications of the Judge and any Associate Municipal Judge(s). The Judge and any Associate Judge(s) of said court shall be appointed by the City Council to serve a term of office of two (2) years; however, they shall be removable at any time, with or without cause, by a majority vote of the City Council. Any such judge shall receive such compensation as may be determined by the City Council. In the event a judge is temporarily unable to act for any reason, the Mayor shall appoint a qualified person to temporarily act in the judge's place. In the event a vacancy exists in the office of Judge or Associate Judge for any reason, the City Council, by majority vote, shall appoint a qualified person to fill such vacancy for the remainder of the unexpired term of office.

There shall be a Municipal Clerk of said court ~~appointed~~^{appointed} by the City Manager. The Clerk of said Court shall have the power to administer oaths and affidavits, make certificates, affix the seal of said court thereto, and generally do and perform any and all acts necessary in issuing process of said Court and conducting business thereof. There may be such Deputy Clerks of the Municipal Court as may be authorized and appointed by the City Manager, which Deputy Clerks shall have authority to act for and on behalf of the Clerk of the Municipal Court. Said Municipal Court Clerk and Deputy Clerks shall receive such compensation as may be determined by the City Manager.

There shall also be an attorney appointed by the City Council to serve as the prosecutor in Municipal Court and said prosecutor shall receive such compensation as may be determined by the City Council.

Sec. 15. - Council investigations.

The City Council may investigate the financial transactions of any office or department of the City government, and the acts and conduct of any official or employee. In conducting such investigation, the City Council may compel the attendance of witnesses, the production of checks and papers, and other evidence and for that purpose may issue subpoenas or attachments which shall be signed by the Mayor, and which may be served and executed by any officer authorized by law to serve subpoenas or other process, or by any peace officer of the City. If any witness shall refuse to appear to testify to ~~any~~^{and} facts within his knowledge, or to produce any papers or books in his possession, or under his control, relating to the matter under investigation before the City Council, the City Council shall have the power to cause the witness to be punished as for contempt, not exceeding a fine of one hundred dollars (\$100.00). No witness shall be excused from testifying to ~~any fact without touching~~ his knowledge of the matter under investigation in any such inquiry, but such testimony shall not be used against him in any criminal prosecution except for perjury committed upon such inquiry.

Sec. 19. - Filing, examination and certification of petitions.

Within thirty (30) days after an initiative or referendum petition is filed, the City Secretary shall determine whether the same is signed by the requisite number of qualified voters. The City Secretary shall declare void any petition paper which does not have an affidavit attached thereto as required in Section ~~1820C~~ of this Article. In examining the petition the Secretary shall write the letters "DV" (declared void) in red ink opposite the names of signatures found not qualified to vote. After completing examination of the petition, the Secretary shall certify the result thereof to the Council at its next regular meeting, stating the number of the persons found on the petition who are qualified to vote and the number of persons found on the petition who ~~are~~^{are} not qualified to vote. If the Certificate of the City Secretary shall show an initiative or referendum petition to be insufficient, the Secretary shall notify the persons filing the petition, and it may be amended within ten (10) days from the date of such notice by filing a supplementary petition upon additional papers signed and filed as provided for in the original petition. Within ten (10) days after such amendment is filed, the Secretary shall examine the amended petition and certify as to its sufficiency. If the amended petition is found to be insufficient, the Secretary shall return the petition to the person filing the same, without prejudice to the filing of a new petition for the same purpose.

Sec. 24. - Recall ballot.

Ballots used at recall elections shall conform to the following requirements: (1)"1". With respect to each person whose removal is sought the question shall be submitted "shall (show name of officer) be removed from the office of (name of office)?"; and (2)"2". Immediately below each such question there shall be printed the two (2) following propositions, one above the other, in the order indicated: "For the recall of (name of officer)". "Against the recall of (name of officer)."

AMENDMENT A SHALL BE PLACED ON THE BALLOT IN THE FORM OF THE FOLLOWING PROPOSITION:

PROPOSITION A

☐ YES

☐ NO

Shall Article I, Section 2; Article II, Sections 1, 2 and 8; Article III, Sections 8, 15, 17, 18, 19, 21, 23 and 24; Article IV, Sections 1, 2, 3 and 8; Article V, Sections 1, 2, 3 and 4; Article VI, Sections 3, 6, 9, 11 and 15-19; and Article VII, Sections 6, 12, 14, 15, 19 and 24 of the Brenham City Charter be amended by 1) making corrections to grammar, spelling and punctuation errors; 2) deleting reserved sections of the Charter throughout all Articles of the Charter and renumbering the sections due to deletions and other revisions as necessitated by other propositions on this ballot that are approved by the voters; and 3) making non-substantive vocabulary changes in order to use modern and consistent terminology, titles, and labels, which shall include but not be limited to, changing the references to members of the governing body from "governing authority" to "City Council"?

AMENDMENT B

SHALL ARTICLE I, SECTION 2 OF THE BRENHAM CITY CHARTER REGARDING THE BOUNDARIES OF THE CITY BE AMENDED AS FOLLOWS?

ARTICLE I. INCORPORATION; FORM OF GOVERNMENT; BOUNDARIES

Sec. 2. - Boundaries.

The City Council shall have the power by ordinance to establish the boundary limits of the City of Brenham; and to provide for the alterations and extension of said boundary limits, the annexation of additional territory to the City and ~~the detachment or~~ disannexation of territory, with or without the consent of the owners and inhabitants of the territory annexed, ~~detached or~~ disannexed, in accordance with applicable federal, state or other law. ~~The boundaries of the City shall be those established by ordinance of the City Council enacted in accordance with the procedures provided for in applicable federal, state or other law.~~ The City Secretary shall keep a correct and complete description of the City boundaries, indicating all annexations, ~~detachments~~ and disannexations.

AMENDMENT B SHALL BE PLACED ON THE BALLOT IN THE FORM OF THE FOLLOWING PROPOSITION:

PROPOSITION B

☐ YES

Shall Article I, Section 2 of the Brenham City Charter be amended by clarifying the authority, procedures and terminology concerning annexation and disannexation of territory to be consistent with applicable federal, state or other law?

☐ NO

AMENDMENT C

SHALL ARTICLE III, SECTION 4 OF THE BRENHAM CITY CHARTER REGARDING CITY COUNCIL TERMS OF OFFICE BE AMENDED AS FOLLOWS?

ARTICLE III. THE CITY COUNCIL

Sec. 4. - Terms of office; term limits.

The Mayor and each Councilmember shall serve for a term of four (4) years, beginning with the first meeting of the City Council following their election until the later of the first meeting of the City Council following the regular election four (4) years later or their successor has been elected and duly qualified.

A person shall not serve as Mayor more than three (3) consecutive elected four (4) year terms of office. Time served by appointment or by election to fill a vacancy in the office of Mayor for an unexpired term shall not count toward the term limit. After completing three (3) consecutive elected terms of office, a person may again serve in the office of Mayor after one (1) entire year of not holding the office of Mayor. Non-consecutive terms of office shall not be limited.

A person shall not serve as a Councilmember, either in a ward or at-large, more than three (3) consecutive elected four (4) year terms of office, or twelve (12) consecutive years. Time served by appointment or by election to fill a vacancy in the office of Councilmember for an unexpired term shall not count toward the twelve (12) year term limit. After completing three (3) consecutive elected terms of office, or twelve (12) consecutive years, a person may again serve in the office of Councilmember after one (1) entire year of not holding the office of Councilmember. Non-consecutive terms of office shall not be limited.

Terms of office, or partial terms of office, served prior to May 3, 2025 shall not be considered for the purpose of term limits.

AMENDMENT C SHALL BE PLACED ON THE BALLOT IN THE FORM OF THE FOLLOWING PROPOSITION:

PROPOSITION C

☐ YES

☐ NO

Shall Article III, Section 4 of the Brenham City Charter be amended by providing that a person may not serve as Mayor more than three (3) consecutive elected four (4) year terms of office; providing that after completing three (3) consecutive elected terms of office, a person may again serve in the office of Mayor after one (1) entire year of not holding the office of Mayor; providing that a person shall not serve as a Councilmember, either in a ward or at-large, more than three (3) consecutive elected four (4) year terms of office, or twelve (12) consecutive years; providing that after completing three (3) consecutive elected terms of office, or twelve (12) consecutive years, a person may again serve in the office of Councilmember after one (1) entire year of not holding the office of Councilmember; providing that time served by appointment or by election to fill a vacancy in the office of Mayor or Councilmember for an unexpired term shall not count toward the term limit; and providing that terms of office, or partial terms of office, served as Mayor or Councilmember prior to May 3, 2025 shall not be considered for the purpose of term limits?

AMENDMENT D

SHALL ARTICLE III, SECTION 6 OF THE BRENHAM CITY CHARTER REGARDING THE QUALIFICATIONS TO HOLD OFFICE OF MAYOR, COUNCILMEMBERS AND OTHER OFFICERS AND EMPLOYEES, AND CONFLICTS OF INTEREST BE AMENDED AS FOLLOWS?

ARTICLE III. THE CITY COUNCIL

Sec. 6. – Qualifications to hold office of mayor and councilmembers ~~and other officers and employees; conflict of interests.~~

The Mayor and each Councilmember shall be a resident citizens of the City of Brenham, ~~be a qualified voter have the qualifications of electors therein~~, be of a minimum age of twenty-one (21) when elected, and shall have been resident citizens of the City of Brenham and any ward they may represent for a period of twelve (12) months immediately preceding such election. Any such officer of the City who shall cease to possess any of the qualifications herein required shall automatically forfeit his office. ~~The Mayor, Councilmembers and other officers and employees shall not be interested in the profits or emoluments of any contract, job, work or service for the municipality, or interested in the sale to the City of any supplies, equipment, material, or articles purchased. Any officer or employee of the City who shall cease to possess any of the qualifications herein required shall forthwith and ipso facto forfeit his office, and any such contract in which any officer or employee is or may become interested may be declared void by the City Council.~~

AMENDMENT D SHALL BE PLACED ON THE BALLOT IN THE FORM OF THE FOLLOWING PROPOSITION:

PROPOSITION D

- | | | |
|--------------------------|-----|--|
| ☐ | YES | Shall Article III, Section 6 of the Brenham City Charter be amended by clarifying the qualifications necessary to hold the office of Mayor and Councilmember; clarifying that any Mayor or Councilmember that ceases to possess any of the required qualifications shall automatically forfeit his office; and deleting provisions related to conflicts of interest? |
| ☐ | NO | |

AMENDMENT E

SHALL ARTICLE III, SECTION 8 OF THE BRENHAM CITY CHARTER REGARDING CANVASSING RETURNS AND DECLARING RESULTS OF ELECTION AND JUDGES OF ITS OWN ELECTION AND QUALIFICATIONS BE AMENDED AS FOLLOWS?

ARTICLE III. THE CITY COUNCIL

Sec. 8. - Canvassing returns and declaring results of election; judges of its own election and qualification.

The returns of every municipal election shall be delivered forthwith by the Election Judges to the City Secretary. The Council shall canvass the returns; investigate the qualifications of the candidates, and declare the official results of the election in accordance with applicable state and federal laws. The returns of every municipal election shall be recorded in the minutes of the Council by Ward totals, when applicable. At each election the qualified person receiving a majority of all votes cast for the office that person seeks shall thereon be declared elected by said Council.

The City Council shall be judges of the ~~election and the Council's qualifications~~ of its members, and the Council's determination shall be conclusive and final for all purposes.

AMENDMENT E SHALL BE PLACED ON THE BALLOT IN THE FORM OF THE FOLLOWING PROPOSITION:

PROPOSITION E

- | | | |
|--------------------------|-----|---|
| ☐ | YES | Shall Article III, Section 8 of the Brenham City Charter be amended by clarifying that members of the City Council do not serve as Election Judges, as that position is defined in Chapter 32 of the Texas Election Code, in any election held by the City? |
| ☐ | NO | |

AMENDMENT F

SHALL ARTICLE III, SECTIONS 9 AND 11 OF THE BRENHAM CITY CHARTER REGARDING REGULAR ELECTION DAYS BE AMENDED AS FOLLOWS?

ARTICLE III. THE CITY COUNCIL

Sec. 9. - Regular election days.

The regular municipal elections of the City of Brenham shall be held on the ~~second Saturday~~ uniform election date in May in odd-numbered years or any other uniform election date as authorized by law.

Sec. 11. - Special elections; state election laws control elections.

All elections provided for in this Charter, except the regular election of Councilmembers held on the uniform election date ~~second Saturday~~ in May of odd-numbered years or on any other date as authorized by law, shall be called special elections, and all elections shall be conducted and results canvassed and announced by the election authorities as prescribed by the general election laws of the State of Texas relating to cities and towns, and said general election laws shall control in all municipal elections, except as otherwise herein provided.

AMENDMENT F SHALL BE PLACED ON THE BALLOT IN THE FORM OF THE FOLLOWING PROPOSITION:

PROPOSITION F

- | | | |
|--------------------------|-----|---|
| ☐ | YES | Shall Article III, Sections 9 and 11 of the Brenham City Charter be amended by providing that the regular municipal elections of the City shall be held on the uniform election date in May of odd-numbered years, or on any other uniform election date authorized by law? |
| ☐ | NO | |

AMENDMENT G

SHALL ARTICLE III, SECTION 10 OF THE BRENHAM CITY CHARTER REGARDING RUNOFF ELECTIONS BE AMENDED AS FOLLOWS?

ARTICLE III. THE CITY COUNCIL

Sec. 10. – Runoff elections.

In the event any candidate for the Council (including the Mayor) fails to receive, at any regular or special election, a majority of all votes cast for his particular office, the Mayor or, if he fails to do so, the Council shall no later than the fifth day following the official canvas of the election order a runoff election to be held ~~within thirty (30) days of said canvass~~ in accordance with applicable law.

At said runoff election the two (2) candidates that received the highest number of votes cast for such particular office in the first election, at which no one was elected to such office by receiving a majority of all votes cast for all candidates for such particular office, shall be voted on again.

The candidate who receives the majority of the votes cast for the particular office in the runoff election shall be elected to such office and shall take office as soon thereafter as he is qualified.

In runoffs for the office of Mayor or Councilmembers elected at large, the registered voters of the City as a whole shall vote. In runoffs of Councilmembers for single wards, being any of the Councilmembers from Ward One, Ward Two, Ward Three or Ward Four, only those registered voters in the particular ward shall vote in the runoff election for that particular position.

AMENDMENT G SHALL BE PLACED ON THE BALLOT IN THE FORM OF THE FOLLOWING PROPOSITION:

PROPOSITION G

- ☐ YES Shall Article III, Section 10 of the Brenham City Charter be amended
☐ NO by providing that all City Council runoff elections shall be held in
accordance with applicable law?

AMENDMENT H

SHALL ARTICLE III, SECTION 13 OF THE BRENHAM CITY CHARTER REGARDING ORGANIZATIONAL MEETINGS AND HOLDING OTHER MEETINGS BE AMENDED AS FOLLOWS?

ARTICLE III. THE CITY COUNCIL

Sec. 13. - Organizational meeting; holding other meetings.

Within fourteen (14) days after the election of the Councilmembers, whether a regular election or runoff election, the City Council shall meet in the Council Chamber of the City Hall, at which time the Councilmembers-elect shall qualify and assume the duties of their offices. Thereafter the City Council shall meet at such time as prescribed by ordinance or resolution, but they shall meet at least once each month.

AMENDMENT H SHALL BE PLACED ON THE BALLOT IN THE FORM OF THE FOLLOWING PROPOSITION:

PROPOSITION H

- ☐ YES Shall Article III, Section 13 of the Brenham City Charter be amended
☐ NO by providing that the City Council shall meet within fourteen (14) days
after an election, whether a regular election or runoff election, at which
time Councilmembers-elect shall qualify and assume the duties of their
offices?

AMENDMENT I

SHALL ARTICLE III, SECTION 14 OF THE BRENHAM CITY CHARTER REGARDING MAYOR AND CITY COUNCILMEMBER SALARIES BE AMENDED AS FOLLOWS?

ARTICLE III. THE CITY COUNCIL

Sec. 14. - Salaries.

The Mayor shall receive a salary of five hundred fifty ~~two hundred seventy-five~~ dollars ~~(\$550.00)~~~~(\$275.00)~~ per month and each Councilmember shall receive a salary of four hundred ~~fifty two hundred twenty-five~~ dollars ~~(\$450.00)~~~~(\$225.00)~~ per month.

AMENDMENT I SHALL BE PLACED ON THE BALLOT IN THE FORM OF THE FOLLOWING PROPOSITION:

PROPOSITION I

☐ YES

☐ NO

Shall Article III, Section 14 of the Brenham City Charter be amended by providing that the Mayor's salary shall be changed from two hundred seventy-five dollars (\$275.00) per month to five hundred fifty dollars (\$550.00) per month, and each Councilmember's salary shall be changed from two hundred twenty-five dollars (\$225.00) per month to four hundred fifty dollars (\$450.00) per month?

AMENDMENT J

SHALL ARTICLE III, SECTION 23 OF THE BRENHAM CITY CHARTER BE AMENDED TO ADD PROVISIONS GOVERNING CONFLICTS OF INTEREST AS FOLLOWS?

Secs. 23, 24. – Reserved Conflicts of Interest.

The Mayor, Councilmembers and other officers and employees, with regard to any contract or other matter authorized by the City, shall comply with the Texas Local Government Code and all other applicable laws governing conflicts of interest of local public officials.

AMENDMENT J SHALL BE PLACED ON THE BALLOT IN THE FORM OF THE FOLLOWING PROPOSITION:

PROPOSITION J

☐ YES

☐ NO

Shall Article III, Section 23 of the Brenham City Charter be amended by requiring the Mayor, City Councilmembers and other officers and employees of the City, with regard to any contract or other matter authorized by the City, to comply with the Texas Local Government Code and all other applicable laws governing conflicts of interest of local public officials?

AMENDMENT K

SHALL ARTICLE VII, SECTION 7 OF THE BRENHAM CITY CHARTER BE AMENDED TO REFLECT CURRENT PROCEDURES RELATED TO OFFICIAL BONDS AS FOLLOWS?

Sec. 7. - Official bonds.

The person exercising the duties of the City Tax Collector shall give an official bond in such sum as may be prescribed by the City ~~Manager~~Council from time to time; such bond shall be payable to the City of Brenham and shall, in each instance, be conditioned for the faithful discharge of the duties of such officer, and for the faithful accounting of all moneys, claims and things of value coming into the hands of such officer. Such bond shall be procured from some regular accredited surety company authorized to do business under the laws of the State of Texas, and the premiums to such surety company shall be paid by the City of Brenham, provided that the City Council may by ordinance, require official bonds from any other appointive officers of the City in such amounts and conditioned as they may deem best for the efficiency of the public service. All official bonds shall be surety company bonds and shall be approved by the City ~~Manager~~Council and filed and recorded with the person exercising the duties of City Secretary.

AMENDMENT K SHALL BE PLACED ON THE BALLOT IN THE FORM OF THE FOLLOWING PROPOSITION:

PROPOSITION K

☐ YES

☐ NO

Shall Article VII, Section 7 of the Brenham City Charter be amended by providing that with regard to official bonds of certain officers of the City, the City Manager, rather than the City Council, shall determine the amounts of and approve said bonds?

AMENDMENT L

SHALL ARTICLE IV, SECTION 1 OF THE BRENHAM CITY CHARTER REGARDING THE CITY MANAGER'S RESIDENCY REQUIREMENT BE AMENDED AS FOLLOWS?

Sec. 1. - Appointment; position; qualifications; removal.

The City Council shall appoint a City Manager, who shall be the administrative head of the municipal government and shall be responsible for the efficient administration of all departments. He shall be chosen upon qualification and fitness for the exercise of his duties. He may or may not be a resident of the City of Brenham when appointed but shall establish his residence within Washington County, Texas~~the City~~ as directed by the City Council. The City Council may engage a City Manager by agreement for a term not to exceed one year; however, the City Manager is subject to removal at any time, with or without cause, by City Council.

AMENDMENT L SHALL BE PLACED ON THE BALLOT IN THE FORM OF THE FOLLOWING PROPOSITION:

PROPOSITION L

- | | | |
|--------------------------|-----|--|
| ☐ | YES | Shall Article IV, Section 1 of the Brenham City Charter be amended by providing that the City Manager shall establish his residence within Washington County, Texas as directed by the City Council? |
| ☐ | NO | |

SECTION 2. **SAVINGS CLAUSE**

All provisions of any ordinance, resolution or other action of the City in conflict with this Ordinance are hereby repealed to the extent they are in conflict. Any remaining portions of said ordinances, resolutions or other actions shall remain in full force and effect.

SECTION 3. **SEVERABILITY**

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentences and clauses and phrases remaining should any provision be declared unconstitutional or invalid.

SECTION 4.
REPEALER

Any other ordinance or parts of ordinances in conflict with this Ordinance are hereby expressly repealed.

SECTION 5.
EFFECTIVE DATE

This Ordinance shall become effective upon adoption and publication as required by law.

SECTION 6.
PROPER NOTICE AND MEETINGS

It is hereby officially found and determined that the meetings at which this Ordinance was passed were open to the public as required and that public notice of the time, place and purpose of said meetings were given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED on its first reading the 3rd day of April, 2025.

PASSED AND APPROVED on its second reading the 17th day of April, 2025.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

ORDENANZA NO. O-25-004

UNA ORDENANZA DE LA CIUDAD DE BRENHAM, TEXAS, QUE ORDENA QUE SE CELEBRE UNA ELECCIÓN ESPECIAL JUNTO CON LA ELECCIÓN GENERAL REGULAR DE LA CIUDAD DE BRENHAM EL 3 DE MAYO DE 2025, CON EL PROPÓSITO DE PRESENTAR PROPUESTAS A LOS VOTANTES CALIFICADOS DE BRENHAM, TEXAS, PARA CIERTAS ENMIENDAS PROPUESTAS A LA CARTA DE AUTONOMÍA EXISTENTE DE LA CIUDAD; EXPONER LAS ENMIENDAS PROPUESTAS PARA SER VOTADAS EN DICHA ELECCIÓN; DESIGNACIÓN DE FECHAS Y HORAS DE VOTACIÓN ANTICIPADA Y LUGARES DE VOTACIÓN DE DICHA ELECCIÓN; PROPORCIONAR LA FORMA DE LA BOLETA Y ORDENAR QUE SE DÉ EL AVISO DE ELECCIÓN; PROPORCIONAR ESTIMACIONES DE IMPACTO FISCAL; QUE CONTENGA OTRAS DISPOSICIONES REQUERIDAS POR EL CÓDIGO ELECTORAL DE TEXAS; DIRIGIR LA PUBLICACIÓN SEGÚN LO REQUIERA LA LEY; DETERMINAR QUE LAS REUNIONES EN LAS QUE SE CONSIDERA ESTA ORDENANZA ESTÁN ABIERTAS AL PÚBLICO COMO LO EXIGE LA LEY; ESTABLECER LA DIVISIBILIDAD Y LA DEROGACIÓN DE LAS ORDENANZAS CONFLICTIVAS; Y PROPORCIONAR UNA FECHA DE ENTRADA EN VIGOR.

CONSIDERANDO QUE, la Sección 9.004(b) del Código de Gobierno Local de Texas establece que la ordenanza que ordena una elección de enmienda a los estatutos deberá disponer que la elección especial se lleve a cabo en la primera fecha de elección uniforme autorizada prescrita por el Código Electoral de Texas o en la fecha de la próxima elección general municipal o elección general presidencial, lo que ocurra primero; y

CONSIDERANDO QUE, el 3 de mayo de 2025 es la fecha prevista en el Código Electoral de Texas para la próxima elección general regular en la Ciudad de Brenham, Texas, por lo tanto, la Ciudad está autorizada a ordenar una elección especial de enmienda a la carta constitucional que se llevará a cabo el 3 de mayo de 2025; y

CONSIDERANDO QUE, el Artículo VII, Sección 4 de la Carta de Autonomía de la Ciudad de Brenham prevé la enmienda de la Carta y la presentación de las enmiendas a los votantes; y

CONSIDERANDO QUE, la elección de enmienda a la Carta Autónoma se llevará a cabo y llevará a cabo de acuerdo con las Secciones 9.001, 9.004 y 9.005 del Código de Gobierno Local de Texas y todas las demás leyes electorales aplicables; y

AHORA, POR LO TANTO, SEA ORDENADO POR EL CONCEJO MUNICIPAL DE LA CIUDAD DE BRENHAM, TEXAS:

SECCIÓN 1.
DISPOSICIONES GENERALES

Que se llevará a cabo una Elección Especial el 3 de mayo de 2025 con el propósito de presentar propuestas de boleta electoral a los votantes calificados de la Ciudad de Brenham, Texas para las enmiendas propuestas a la Carta de Autonomía existente.

Subsección A: Que se llevará a cabo una Elección Especial en la Ciudad de Brenham, Texas, el día 6 de mayo de 2025 en la que las propuestas de votación para las enmiendas propuestas a la Carta de Autonomía de la Ciudad de Brenham serán votadas por los votantes calificados residentes de la Ciudad de Brenham.

Subsección B: Que la votación anticipada por comparecencia personal en dicha elección se llevará a cabo todos los días de la semana en el **Edificio Anexo del Condado de Washington**, 100 S. Park Street, Brenham, Texas, de la siguiente manera:

**Del martes 22 de abril de 2025 al martes 29 de abril de 2025 de 8:00
a.m. a 5:00 p.m.:**

Subsección C: Que todas las solicitudes de boletas por correo se enviarán a:

**Carol Jackson, REO, EA
Secretario de Votación Anticipada
Oficina de Elecciones del Condado de Washington
100 E. Calle Principal, Suite 105
Brenham, Texas 77833**

Todas las solicitudes de boletas por correo deben recibirse a más tardar al cierre de operaciones a las 5:00 p.m. del martes 22 de abril de 2025.

Subsección D: Que dicha elección se llevará a cabo en los siguientes lugares de votación designados en la Ciudad de Brenham, Texas, para los votantes de los Distritos en particular:

- Distrito 1: Biblioteca Conmemorativa Nancy Carol Roberts
100 W. Martin Luther King, Jr. Pkwy.
Brenham, Texas
- Distrito 2: Centro de Eventos del Condado de Washington
1305 E. Blue Bell Road
Brenham, Texas
- Distrito 3: Salón Brenham VFW
1200 E. Calle Tom Green
Brenham, Texas

Distrito 4: Centro de Estudiantes Universitarios Blinn Jr.
1007 Walter Schwartz Way
Brenham, Texas

Subsección E: Que dicha elección se llevará a cabo de acuerdo con las disposiciones de la Constitución y las Leyes del Estado de Texas, y solo se permitirá votar a los votantes residentes debidamente calificados de la Ciudad de Brenham.

Subsección F: La notificación de dicha elección se dará según lo dispuesto en el Código Electoral de Texas y el Código de Gobierno Local de Texas.

Subsección G: Por la presente, se autoriza e instruye al Secretario de la Ciudad a publicar un aviso de dicha elección según lo requiera la ley.

Subsección H: Hay un total de doce (12) propuestas de enmienda en la boleta electoral para la elección especial de enmienda a la carta constitutiva del 3 de mayo de 2025. Se estima que once (11) de las enmiendas propuestas no tendrán impacto fiscal para la Ciudad de Brenham si las 11 enmiendas propuestas se aprueban en la elección especial. Solo se anticipa que la Proposición I tendrá algún impacto fiscal en la ciudad de Brenham. Si la Proposición I es aprobada en la elección especial, se estima que la Ciudad de Brenham tendrá un impacto presupuestario de diecinueve mil, quinientos no/100 dólares (\$19,500.00) por año fiscal para un aumento en los salarios mensuales del Alcalde y el Concejel de la Ciudad.

Subsección I: Se colocarán en la boleta oficial las siguientes enmiendas propuestas a la Carta Constitucional de la Ciudad de Brenham, Texas, y la boleta dispondrá que el votante puede aprobar o desaprobado las proposiciones que se expresan individualmente de la siguiente manera:

ENMIENDA A

EL ARTÍCULO I, SECCIÓN 2; ARTÍCULO II, SECCIONES 1, 2 Y 8; ARTÍCULO III, SECCIONES 8, 15, 17, 18, 19, 21 Y 23 Y 24; ARTÍCULO IV, SECCIONES 1, 2, 3 Y 8; ARTÍCULO V, SECCIONES 1, 2, 3 Y 4; ARTÍCULO VI, SECCIONES 3, 6, 9, 11 Y 15 A 19; Y EL ARTÍCULO VII, SECCIONES 6, 12, 14, 15, 19 Y 24 DE LA CARTA DE BRENHAM CITY CON RESPECTO A LAS CORRECCIONES GRAMATICALES, CORRECCIONES ORTOGRÁFICAS, CORRECCIONES DE PUNTUACIÓN, ELIMINACIÓN DE SECCIONES RESERVADAS Y RENUMERACIÓN, Y CAMBIOS DE VOCABULARIO SE ENMIENDEN DE LA SIGUIENTE MANERA?

ARTÍCULO I. CONSTITUCIÓN; FORMA DE GOBIERNO; LÍMITES

Artículo 2. -Límites

El Concejo Municipal tendrá el poder por ordenanza para establecer los límites de la Ciudad de Brenham; y disponer la alteración y ampliación de dichos límites limítrofes, la anexión de territorio adicional a la Ciudad y el desprendimiento o desanexión de territorio, con o sin el consentimiento de los propietarios y habitantes del territorio anexionado, separado o desanexado. Los límites de la Ciudad serán los establecidos por ordenanza del Concejo Municipal promulgada de acuerdo con los procedimientos previstos en las leyes federales, estatales u otras leyes aplicables. El Secretario de la Ciudad mantendrá una descripción correcta y completa de los límites de la Ciudad, indicando todas las anexiones, destacamentos y desanexiones.

ARTICULO II. PODERES

Artículo 1. – Poderes en general.

La mencionada Ciudad de Brenham tendrá el poder de ordenar y establecer los actos, leyes, reglas, reglamentos, resoluciones y ordenanzas, que no sean incompatibles con la Constitución y las leyes de Texas y de esta Carta, según sean necesarios para el gobierno, los intereses, la salud, el bienestar y el buen orden de dicha Ciudad y sus habitantes. Bajo el nombre de la Ciudad de Brenham será conocida en la ley y tendrá sucesión y será capaz de contratar y ser contratada, demandar y ser demandada, implorar y ser alegada, responder y ser respondida, en todos los tribunales y cortes, y en todas las cantidades, sujeto a las leyes del Estado de Texas, o que se apruebe en lo sucesivo.

La Ciudad de Brenham tendrá el poder de tomar, mantener, arrendar, otorgar, comprar y transmitir dicha propiedad inmueble o propiedad mixta o patrimonio, situado dentro o fuera de los límites de los mismos, según lo requiera el propósito de dicha corporación y tendrá y utilizará un sello corporativo, y cambiará y renovará el mismo a su gusto.

Artículo 2. – Derechos reservados.

Todos los pleitos, impuestos, sanciones, multas, confiscaciones y todos los demás derechos, reclamaciones y demandas, de cualquier tipo y carácter, que se hayan acumulado en virtud de las leyes a favor de dicha Ciudad, hasta ahora vigentes que rigen la misma, pertenecerán y se conferirán a dicha Ciudad ~~y no se extinguirán por razón de la adopción o enmienda de esta Carta. y será procesado y recogido para el uso y beneficio de dicha Ciudad de Brenham y no se verá afectado de ninguna manera por la entrada en vigor de esta Carta; pero en cuanto a todos estos derechos, se considerará que las leyes en virtud de las cuales se hayan devengado están en pleno vigor y efecto.~~

Artículo 8. – Fabricación de energía eléctrica, gas, etc.; Compra y venta de gas, agua, electricidad, etc.

Dicha Ciudad tendrá la autoridad para fabricar su propia electricidad, gas o cualquier otra cosa que pueda ser necesaria o utilizada por ella o por el público; para hacer contratos con cualquier persona, empresa o corporación para la compra de gas, agua, electricidad o cualquier otro producto o artículos utilizados por ella o el público, y para venderlos al público según lo determine ~~la autoridad gubernamental~~ del Ayuntamiento.

ARTICULO III. EL AYUNTAMIENTO

Artículo 8. - Escrutinio de los resultados y declaración de los resultados de las elecciones; jueces de su propia elección y calificación.

Los resultados de cada elección municipal serán entregados inmediatamente por los Jueces Electorales al Secretario de la Ciudad. El Consejo examinará los resultados; investigar las calificaciones de los candidatos y declarar los resultados oficiales de la elección de acuerdo con las leyes estatales y federales aplicables. Los resultados de cada elección municipal se registrarán en las actas del Concejo por Distritos, cuando corresponda. En cada elección, la persona calificada que reciba la mayoría de todos los votos emitidos para el cargo que esa persona aspira será declarada electa por dicho Consejo.

El Concejo Municipal será juez de la elección y la calificación de sus miembros por parte del Concejo será concluyente y definitiva para todos los propósitos.

Artículo 15. - Convocar a reuniones extraordinarias; determinar las reglas y el orden del día; diario; quórum; votación de medidas.

El Alcalde o tres (3) Concejales pueden convocar reuniones extraordinarias del Concejo Municipal en cualquier momento que consideren conveniente. El Concejo Municipal determinará sus propias reglas y orden del día; y mantendrá un diario de los procedimientos en un libro encuadernado permanentemente y cualquier ciudadano tendrá acceso a las actas y registros de los mismos en todo momento razonable. Los cuatro (4) miembros del Concejo Municipal constituirán quórum para la transacción de cualquier negocio, y el voto afirmativo de los cuatro (4) miembros del Concejo Municipal será suficiente y necesario para adoptar o derogar cualquier ordenanza o resolución. La votación sobre la aprobación o derogación de cualquier ordenanza o resolución se tomará por "sí" o "no" y se anotará en el diario. Excepto cuando la ley requiera abstenerse de votar sobre un asunto ante el Concejo Municipal, cada miembro del Concejo Municipal presente en la reunión votará sobre cada pregunta, ordenanza o resolución que se ingrese en el diario. Cualquier miembro del Concejo que se niegue a votar, excepto cuando la ley lo exija, se inscribirá en el diario como votando afirmativamente.

Artículo 17. - Presentación y aprobación de ordenanzas y resoluciones.

Cada ordenanza o resolución propuesta se presentará en forma escrita o impresa, no contendrá más de un tema, lo cual se indicará claramente en el título; pero las ordenanzas generales de asignación podrán contener los diversos temas y cuentas para los cuales se asignarán fondos. Ninguna ordenanza, a menos que sea declarada como una medida de emergencia y aprobada por unanimidad del Concejo Municipal, será aprobada el día en que se introduzca. Todas las ordenanzas, excepto las de emergencia, se aprobarán definitivamente en segunda lectura. Las ordenanzas que no deban publicarse entrarán en vigor y entrarán en vigor a partir de su aprobación, a menos que se disponga lo contrario.

Artículo 18. - Medidas de emergencia.

Una medida de emergencia es una ordenanza o resolución para la preservación inmediata de la paz, la propiedad, la salud o la seguridad públicas, o que proporciona el funcionamiento diario habitual de un departamento municipal, en la que la emergencia se establece y define en un preámbulo de la misma. Las ordenanzas que asignen dinero y las ordenanzas para el pago de sueldos y salarios pueden aprobarse como medidas de emergencia, pero ninguna medida que haga una concesión, renovación o extensión de una franquicia, u otro privilegio especial o que regule la tarifa que se cobrará por ~~sus~~ servicios por cualquier empresa de servicios públicos, se aprobará nunca como una medida de emergencia.

Artículo 19. - Publicación de ordenanzas penales.

El Secretario de la Ciudad publicará, en un periódico de circulación general dentro de la Ciudad, cualquier ordenanza que la ley estatal o federal requiera que se publique. El Secretario de la Ciudad puede abreviar el texto de cualquier ordenanza para fines de publicación. Dichas ordenanzas entrarán en vigor a partir de la fecha de publicación, a menos que la ley exija lo contrario o se indique en la ordenanza. Las ordenanzas conexas, ~~siempre que~~ las medidas de emergencia surtan efecto en sus términos.

Artículo 21. - Registro y autenticación de documentos.

El Concejo Municipal nombrará a un Secretario Municipal que será responsable de la documentación original de todas las leyes, avisos, minutas, resoluciones, ordenanzas y registros oficiales relacionados del cuerpo gobernante; todas las escrituras, servidumbres, arrendamientos, títulos y documentos relacionados de propiedad de la propiedad de la Ciudad; y la carta y sello municipal. Toda ordenanza o resolución, al entrar en vigor, se mantendrá en los archivos permanentes de la Ciudad y será autenticada por la firma del Alcalde y del Secretario de la Ciudad, o en su ausencia, la persona que ejerza sus funciones según lo designado por el Concejo Municipal.

Segundos. ~~23,~~24. - Reservado.

ARTICULO IV. EL ADMINISTRADOR DE LA CIUDAD; FINANZA

Artículo 1. -Cita; posición; Calificaciones; eliminación.

El Concejo Municipal nombrará un Administrador de la Ciudad, quien será el jefe administrativo del gobierno municipal y será responsable de la administración eficiente de todos los departamentos. Será elegido sobre la base de la calificación e idoneidad para el ejercicio de sus funciones. Puede o no ser residente de la Ciudad de Brenham cuando sea designado; pero establecerá su residencia dentro de la Ciudad según lo indique el Concejo Municipal. El Concejo Municipal puede contratar a un Administrador de la Ciudad por acuerdo por un término que no exceda de un año; sin embargo, el Administrador de la Ciudad está sujeto a la remoción en cualquier momento, con o sin causa, por parte del Ayuntamiento.

Artículo 2. - Deberes en general.

Salvo lo dispuesto en el Artículo III, sección 1 de la Carta Constitutiva u otra ley aplicable, el Administrador de la Ciudad o la persona designada por el Administrador de la Ciudad nombrará a todos los funcionarios y empleados de la Ciudad. El Administrador de la Ciudad ejercerá control y supervisión sobre todos los departamentos y oficinas que puedan ser creados por el Concejo Municipal o el Administrador de la Ciudad y todos los funcionarios y empleados nombrados por él. Asistirá a todas las reuniones del Concejo Municipal con derecho a tomar parte en la discusión; pero sin voto. Recomendará por escrito al Ayuntamiento las medidas que estime necesarias o convenientes. Mantendrá al Concejo Municipal completamente informado en cuanto a la condición financiera y las necesidades de la Ciudad y realizará los demás deberes que puedan ser prescritos por esta Carta o que se le requieran por ordenanza o resolución del Concejo Municipal.

El Administrador de la Ciudad puede crear y consolidar oficinas y puestos de nombramiento, puede dividir la administración de los asuntos de la Ciudad en los departamentos que considere convenientes, y puede discontinuar cualquier oficina, posición o departamento de nombramiento a su discreción, excepto la oficina del Administrador de la Ciudad, el Secretario de la Ciudad, el Secretario (s) Adjunto de la Ciudad, el Juez del Tribunal Municipal, Juez (s) Asociado (s) de la Corte Municipal, Abogado de la Ciudad y Fiscal de la Corte Municipal.

Artículo 3. - Presupuesto anual.

El presupuesto anual de la Ciudad será preparado por el Administrador de la Ciudad en base a las estimaciones de cada departamento. Estas estimaciones departamentales incluirán los gastos del departamento para el año anterior e indicarán dónde se recomiendan aumentos o disminuciones para el año siguiente. El Administrador de la Ciudad presentará el presupuesto al Concejo Municipal para su aprobación.

Artículo 8. - Emisión de cheques por nómina y otros siniestros.

La Ciudad no emitirá ningún cheque para el pago de nómina o cualquier reclamo a menos que dichos reclamos se evidencien mediante una cuenta detallada, de acuerdo con el Presupuesto de la Ciudad aprobado, incluidas las enmiendas, aprobado por la firma del Administrador de la Ciudad o su designado, y todos los cheques deberán estar firmados por dos de los siguientes: Alcalde, Secretario de la Ciudad, Administrador de la Ciudad o el Director de Finanzas.

ARTÍCULO V. BONOS DE MEJORA

Artículo 1. -Propósito.

La Ciudad tendrá el derecho y el poder de pedir dinero prestado sobre el crédito de la Ciudad y de emitir bonos de la Ciudad por ello, en la suma o sumas que se consideren convenientes, con el propósito de mejorar las calles, comprar o construir alcantarillado, erigir y mantener edificios públicos de todo tipo y para comprar o construir obras hidráulicas y plantas y sistemas de gas y con el propósito de comprar, erigir, mantener y operar una planta de luz eléctrica y energía y otros servicios públicos que la autoridad de gobierno ~~del Concejo Municipal~~ pueda, de vez en cuando, considerar conveniente, y para cualquier otro propósito autorizado por la ley estatal.

Artículo 2. - Especificar el propósito; venta; Fondo de intereses y amortización.

Todos los bonos especificarán con qué propósito se emiten y se venderán por dinero en efectivo. Cuando la Ciudad emita bonos, se proporcionará un fondo para pagar los intereses de esos bonos y crear un fondo de amortización para redimir dichos bonos. Dicho fondo no será desviado ni utilizado para ningún otro propósito, y el custodio de los fondos de la Ciudad no aceptará giros sobre dicho fondo, excepto para pagar intereses o redimir los bonos para los que se proporcionó. La Ciudad tendrá el poder de invertir dichos fondos de amortización en valores garantizados por la prenda de Bonos de los Estados Unidos o Bonos de Agencias Federales, Bonos del Estado o del Condado de Texas, o Bonos de la Ciudad de Brenham, u otro municipio, o cualquier distrito escolar, o cualquier otra inversión autorizada por la ley estatal.

Artículo 3. - Plazo máximo; fichaje; especificando los lugares y tiempos de pago; aprobación por parte de los funcionarios estatales; Emisión.

Dichos bonos se emitirán por un período de tiempo que no excederá de cuarenta (40) años; serán firmados por el Alcalde, refrendados por la persona que actúe en calidad de Secretario de la Ciudad, y tanto el capital como los intereses serán pagaderos en los lugares y tiempos que determine la ordenanza de la autoridad de gobierno del Concejo Municipal. Todos estos bonos se presentarán al Procurador General del Estado para su aprobación y al Contralor para su registro, según lo dispuesto por la ~~ley estatal; siempre que dichos bonos, después de aprobados, puedan ser emitidos por la Ciudad, ya sea opcional o en serie, o de otra manera, según lo considere aconsejable la~~ autoridad de gobierno del Concejo Municipal.

Artículo 4. - Someter a referéndum.

Antes de la emisión de cualquier bono, el mismo se someterá a votación de los votantes calificados de la Ciudad, según lo requiera la ley estatal, las Leyes Generales del Estado.

ARTICULO VI. TRIBUTACIÓN

Artículo 3. - Impuesto sobre la ocupación.

La Ciudad tendrá el poder de imponer y recaudar impuestos de ocupación de acuerdo con la Constitución y las leyes del Estado de Texas, y autorizará la concesión y emisión de licencias y dirigirá la forma de emitir y registrar las mismas y fijará las tarifas a partir de entonces, pero ninguna licencia se emitirá por un período más largo de un año y no será asignable excepto con el permiso de la autoridad gubernamental del Concejo Municipal ~~de la Ciudad~~.

Artículo 6. - Entrega, etc., en cuanto a la propiedad omitida.

La Ciudad tendrá la facultad de disponer la rendición de la propiedad no entregada para su imposición, y de recaudar y evaluar impuestos sobre la misma anualmente, y de disponer la rendición, recaudación y evaluación de impuestos de años anteriores sobre la propiedad omitida de impuestos en la forma prevista por la ~~ley estatal de este Estado~~.

Artículo 9. - Momento de la expropiación.

La autoridad de gobierno del Concejo Municipal de la Ciudad, en su primera reunión en septiembre de cada año, o tan pronto como sea posible, impondrá el impuesto anual para dicho año, pero los impuestos o gravámenes especiales permitidos por esta Carta pueden imponerse, evaluarse y recaudarse en los momentos que la autoridad de gobierno del Concejo Municipal pueda disponer; siempre que, ~~que en caso de que la~~ autoridad de gobierno del Concejo Municipal omita o se niegue a recaudar el impuesto anual aquí previsto para cualquier año, la recaudación fiscal anual del último año anterior realizada por dicha autoridad gubernamental se considerará y se considerará en vigor y efecto como la recaudación fiscal para el año para el cual no se realizó ningún impuesto anual.

Artículo 11. - La ciudad no está obligada a dar una fianza; Los pagos a la ciudad deben estar en moneda legal.

No será necesario en ninguna acción, demanda o procedimiento, en el que la Ciudad sea parte, para que cualquier bono, compromiso o garantía se ejecute en nombre de la Ciudad. Nada de valor ni nada que no sea la moneda oficial corriente de los Estados Unidos se recibirá en pago de impuestos, multas, confiscaciones, sanciones y deudas vencidas y adeudadas a dicha Ciudad.

Secs. 15 —19. - Reservado.

ARTICULO VII. DISPOSICIONES MISCELÁNEAS

Artículo 6. - Establecimiento de salas; propósito.

La Ciudad se dividirá y establecerá en cuatro (4) distritos, con límites descritos por ordenanza, con el propósito de asegurar una distribución más equitativa de la representación en el Concejo Municipal por parte de la gente de toda la Ciudad. El territorio recién anexado se agregará al distrito adyacente según lo disponga el Ayuntamiento. Ninguna persona podrá ser candidata a Concejal de ningún distrito de la Ciudad a menos que haya sido, durante los doce (12) meses anteriores a la fecha de la elección en la que es candidato, residente del distrito representado por el cargo al que aspira, y debe poseer las demás calificaciones prescritas en esta Carta; siempre que, sin embargo, los requisitos para residir en cualquier distrito no se apliquen al Alcalde o a los Concejales en general. Todo candidato, alcalde o concejal que durante su candidatura o mandato traslade su lugar de residencia de la Ciudad o del distrito que represente, pierde automáticamente ipso facto su derecho a dicho cargo.

Artículo 12. - Responsabilidad y notificación de reclamaciones por lesiones o daños.

Antes de que la Ciudad de Brenham sea responsable de los daños de cualquier tipo, la persona lesionada o el propietario de la propiedad dañada, o alguien en su nombre deberá notificar al Alcalde o a los Concejales de la Ciudad por escrito de dicha lesión o daño dentro de los noventa (90) días, o dentro de los seis (6) meses por una buena causa demostrada, después de que se haya recibido la misma, indicando específicamente en dicha notificación cuándo, dónde y cómo ocurrió la lesión o daño y el alcance de la misma. La falta de notificación al Alcalde o al Concejal dentro del tiempo y la forma especificados en este documento exonerará, excusará y eximirá a la Ciudad de cualquier responsabilidad. Además, esta sección no se aplicará a la toma, daño o destrucción de propiedad garantizada y cubierta por la Sección 17 del Artículo I de la Constitución de Texas.

Artículo 14. -Tribunal.

El Concejo Municipal establecerá y proveerá un tribunal, designado como el "Tribunal Municipal" para el juicio de delitos menores, con toda la jurisdicción, poderes y deberes que sean ahora o puedan ser prescritos en el futuro por las leyes del Estado de Texas relativas a los tribunales municipales.

El Tribunal Municipal será presidido por un Magistrado que se denominará Juez del Tribunal Municipal. El Concejo Municipal proveerá las calificaciones del Juez y de cualquier Juez Municipal Asociado. El Juez y cualquier Juez Asociado de dicho tribunal serán nombrados por el Concejo Municipal para servir un mandato de dos (2) años; sin embargo, serán removibles en cualquier momento, con o sin causa, por mayoría de votos del Concejo Municipal. Cualquiera de estos jueces recibirá la compensación que determine el Concejo Municipal. En el caso de que un juez no pueda actuar temporalmente por cualquier motivo, el alcalde nombrará a una persona calificada para actuar temporalmente en lugar del juez. En caso de que exista una vacante en el cargo de Juez o Juez Asociado por cualquier motivo, el Concejo Municipal, por mayoría de votos, nombrará a una persona calificada para llenar dicha vacante por el resto del mandato no vencido.

Habrá un Secretario Municipal de dicho tribunal nombrado por el Administrador de la Ciudad. El Secretario de dicho Tribunal tendrá el poder de administrar juramentos y declaraciones juradas, hacer certificados, colocar el sello de dicho tribunal en ellos y, en general, hacer y realizar todos y cada uno de los actos necesarios para emitir el proceso de dicho Tribunal y llevar a cabo los negocios del mismo. Puede haber Secretarios Adjuntos del Tribunal Municipal que puedan ser autorizados y nombrados por el Administrador de la Ciudad, los cuales Secretarios Adjuntos tendrán autoridad para actuar en nombre y representación del Secretario del Tribunal Municipal. Dicho Secretario del Tribunal Municipal y Secretarios Adjuntos recibirán la compensación que determine el Administrador de la Ciudad.

También habrá un abogado designado por el Concejo Municipal para que actúe como fiscal en el Tribunal Municipal y dicho fiscal recibirá la compensación que determine el Concejo Municipal.

Artículo 15. - Investigaciones del Concejo.

El Concejo Municipal puede investigar las transacciones financieras de cualquier oficina o departamento del gobierno de la Ciudad, y los actos y conductas de cualquier funcionario o empleado. Al llevar a cabo dicha investigación, el Concejo Municipal puede obligar a la comparecencia de testigos, la presentación de cheques y papeles, y otras pruebas y para ese propósito puede emitir citaciones o adjuntos que serán firmados por el Alcalde, y que pueden ser entregados y ejecutados por cualquier funcionario autorizado por la ley para entregar citaciones u otro proceso. o por cualquier oficial de paz de la Ciudad. Si algún testigo se niega a comparecer para testificar sobre cualquier hecho de su conocimiento, o a presentar cualquier documento o libro en su poder, o bajo su control, relacionado con el asunto bajo investigación ante el Ayuntamiento, el Ayuntamiento tendrá la facultad de hacer que el testigo sea castigado como por desacato. sin exceder una multa de cien dólares (\$100.00). Ningún testigo será excusado de testificar sobre ningún hecho que se refiera a su conocimiento del asunto que se está investigando en dicha investigación, pero dicho testimonio no se utilizará en su contra en ningún proceso penal, excepto por perjurio cometido en dicha investigación.

Artículo 19. - Presentación, examen y certificación de peticiones.

Dentro de los treinta (30) días posteriores a la presentación de una iniciativa o petición de referéndum, el Secretario de la Ciudad determinará si la misma está firmada por el número requerido de votantes calificados. El Secretario de la Ciudad declarará nulo cualquier documento de petición que no tenga una declaración jurada adjunta al mismo como se requiere en la Sección 1820C de este Artículo. Al examinar la petición, el Secretario escribirá las letras "DV" (declarada nula) en tinta roja junto a los nombres de las firmas que se consideren no calificadas para votar. Después de completar el examen de la petición, el Secretario certificará el resultado de la misma al Concejo en su próxima reunión ordinaria, indicando el número de personas que se encuentran en la petición que están calificadas para votar y el número de personas que se encuentran en la petición que no están calificadas para votar. Si el Certificado del Secretario de la Ciudad muestra que una iniciativa o petición de referéndum es insuficiente, el Secretario notificará a las personas que presentan la petición, y puede ser enmendada dentro de los diez (10) días a partir de la fecha de dicha notificación mediante la presentación de una petición complementaria sobre documentos adicionales firmados y presentados según lo dispuesto en el petición original. Dentro de los diez (10) días posteriores a la presentación de dicha enmienda, el Secretario examinará la petición enmendada y certificará su suficiencia. Si se determina que la petición enmendada es insuficiente, el Secretario devolverá la petición a la persona que la presenta, sin perjuicio de la presentación de una nueva petición con el mismo propósito.

Artículo 24. - Boleta de destitución.

Las boletas utilizadas en las elecciones revocatorias deberán cumplir con los siguientes requisitos: (1)"1". Con respecto a cada persona cuya destitución se solicita, se formulará la pregunta: "¿(mostrar el nombre del funcionario) será destituido del cargo de (nombre de la oficina)?" y (2)"2". Inmediatamente debajo de cada una de estas preguntas se imprimirán las dos (2) proposiciones siguientes, una encima de la otra, en el orden indicado: "Para la revocación de (nombre del oficial)". "Contra la destitución de (nombre del oficial)".

LA ENMIENDA A SE COLOCARÁ EN LA BOLETA ELECTORAL EN LA FORMA DE LA SIGUIENTE PROPOSICIÓN:

PROPOSICIÓN A

☐ SÍ

☐ NO

El Artículo I, Sección 2; Artículo II, Secciones 1, 2 y 8; Artículo III, Secciones 8, 15, 17, 18, 19, 21, 23 y 24; Artículo IV, Secciones 1, 2, 3 y 8; Artículo V, Secciones 1, 2, 3 y 4; Artículo VI, Secciones 3, 6, 9, 11 y 15-19; y el Artículo VII, Secciones 6, 12, 14, 15, 19 y 24 de la Carta de Brenham City se enmienda de la siguiente manera: 1) hacer correcciones a los errores gramaticales, ortográficos y de puntuación; 2) eliminar las secciones reservadas de la Carta en todos los artículos de la Carta y volver a numerar las secciones debido a las supresiones y otras revisiones según lo requieran otras proposiciones en esta boleta electoral que sean aprobadas por los votantes; y 3) hacer cambios no sustantivos en el vocabulario para usar terminología, títulos y etiquetas modernos y consistentes, que incluirán, pero no se limitarán a, cambiar las referencias a los miembros del cuerpo gobernante de "autoridad de gobierno" a "Concejo Municipal"?

ENMIENDA B

¿SE DEBE ENMENDAR EL ARTÍCULO I, SECCIÓN 2 DE LA CARTA CONSTITUCIONAL DE BRENHAM CITY CON RESPECTO A LOS LÍMITES DE LA CIUDAD DE LA SIGUIENTE MANERA?

ARTÍCULO I. CONSTITUCIÓN; FORMA DE GOBIERNO; LÍMITES

Artículo 2. -Límites.

El Concejo Municipal tendrá el poder por ordenanza para establecer los límites de la Ciudad de Brenham; y para proveer las alteraciones y extensión de dichos límites de fronteras, la anexión de territorio adicional a la Ciudad y ~~la separación o desanexión~~ de territorio, con o sin el consentimiento de los propietarios y habitantes del territorio anexado. ~~separados o desanexados,~~ de acuerdo con las leyes federales, estatales u otras leyes aplicables. Los límites de la Ciudad serán los establecidos por ordenanza del Concejo Municipal promulgada de acuerdo con los procedimientos previstos en las leyes federales, estatales u otras leyes aplicables. El Secretario de la Ciudad mantendrá una descripción correcta y completa de los límites de la Ciudad, indicando todas las anexiones, ~~destacamentos~~ y desanexiones.

LA ENMIENDA B SE COLOCARÁ EN LA BOLETA ELECTORAL EN LA FORMA DE LA SIGUIENTE PROPOSICIÓN:

PROPOSICIÓN B

☐ SÍ

☐ NO

¿Se debe enmendar el Artículo I, Sección 2 de la Carta Constitucional de Brenham City aclarando la autoridad, los procedimientos y la terminología relacionados con la anexión y desanexión de territorio para que sea consistente con las leyes federales, estatales u otras leyes federales, estatales u otras leyes aplicables?

ENMIENDA C

¿SE DEBE ENMENDAR EL ARTÍCULO III, SECCIÓN 4 DE LA CARTA CONSTITUCIONAL DE BRENHAM CITY CON RESPECTO A LOS TÉRMINOS DEL MANDATO DEL CONCEJO MUNICIPAL DE LA SIGUIENTE MANERA?

ARTICULO III. EL AYUNTAMIENTO

Artículo 4.- Duración del mandato; Límites de mandato.

El Alcalde y cada Concejal servirán por un término de cuatro (4) años, comenzando con la primera reunión del Concejo Municipal después de su elección hasta la última de las primeras reuniones del Concejo Municipal después de la elección regular cuatro (4) años después o su sucesor haya sido elegido y debidamente calificado.

Una persona no podrá servir como Alcalde por más de tres (3) períodos consecutivos elegidos de cuatro (4) años en el cargo. El tiempo servido por nombramiento o por elección para llenar una vacante en el cargo de Alcalde por un período no vencido no contará para el límite del mandato. Después de completar tres (3) mandatos electos consecutivos, una persona puede volver a ocupar el cargo de Alcalde después de un (1) año completo de no ocupar el cargo de Alcalde. Los mandatos no consecutivos no serán limitados.

Una persona no servirá como miembro del Consejo, ya sea en un distrito o en general, más de tres (3) períodos consecutivos elegidos de cuatro (4) años de mandato, o doce (12) años consecutivos. El tiempo servido por nombramiento o por elección para llenar una vacante en el cargo de Concejal por un período no vencido no contará para el límite de mandato de doce (12) años. Después de completar tres (3) mandatos electos consecutivos, o doce (12) años consecutivos, una persona puede volver a servir en el cargo de Concejal después de un (1) año completo de no ocupar el cargo de Concejal. Los mandatos no consecutivos no serán limitados.

Los mandatos, o los mandatos parciales, servidos antes del 3 de mayo de 2025 no se considerarán a efectos de los límites de mandato.

LA ENMIENDA C SE COLOCARÁ EN LA BOLETA ELECTORAL EN LA FORMA DE LA SIGUIENTE PROPOSICIÓN:

PROPOSICIÓN C

☐ SÍ

☐ NO

¿Se enmendará el Artículo III, Sección 4 de la Carta Constitucional de Brenham City disponiendo que una persona no puede servir como Alcalde más de tres (3) períodos consecutivos elegidos de cuatro (4) años para el cargo; disponiendo que después de completar tres (3) períodos consecutivos de mandato elegido, una persona puede volver a servir en el cargo de Alcalde después de un (1) año completo de no ocupar el cargo de Alcalde; disponiendo que una persona no podrá servir como un Concejal, ya sea en un distrito o en general, más de tres (3) mandatos consecutivos elegidos de cuatro (4) años, o doce (12) años consecutivos; disponiendo que después de completar tres (3) mandatos electos consecutivos, o doce (12) años consecutivos, una persona puede volver a servir en el cargo de Concejal después de un (1) año completo de no ocupar el cargo de Concejal; disponiendo que el tiempo servido por nombramiento o por elección para llenar una vacante en el cargo de Alcalde o Concejal por un período no vencido no contará para el límite de mandato; y disponiendo que los mandatos, o los mandatos parciales, prestados como alcalde o concejal antes del 3 de mayo de 2025 no se considerarán a los efectos de los límites de mandato?

ENMIENDA D

¿SE DEBE ENMENDAR EL ARTÍCULO III, SECCIÓN 6 DE LA CARTA CONSTITUCIONAL DE BRENHAM CITY CON RESPECTO A LOS REQUISITOS PARA OCUPAR EL CARGO DE ALCALDE, CONCEJALES Y OTROS FUNCIONARIOS Y EMPLEADOS, Y LOS CONFLICTOS DE INTERESES DE LA SIGUIENTE MANERA?

ARTICULO III. EL AYUNTAMIENTO

Artículo 6.- Requisitos para ocupar cargos de alcalde y concejales y demás funcionarios y empleados; conflicto de intereses.

El Alcalde y cada Concejal deberán ser ciudadanos residentes de la Ciudad de Brenham, ser un votante calificado, tener las calificaciones de los electores en la misma, tener una edad mínima de veintiún (21) años cuando sean elegidos, y deberán haber sido ciudadanos residentes de la Ciudad de Brenham y cualquier distrito que puedan representar durante un período de doce (12) meses inmediatamente anteriores a dicha elección. Cualquier funcionario de la Ciudad que deje de poseer cualquiera de las calificaciones aquí requeridas perderá automáticamente su cargo. ~~El Alcalde, los Concejales y otros funcionarios y empleados no estarán interesados en las ganancias o emolumentos de ningún contrato, trabajo, trabajo o servicio para el municipio, ni interesados en la venta a la Ciudad de cualquier suministro, equipo, material o artículos comprados. Cualquier funcionario o empleado de la Ciudad que deje de poseer cualquiera de las calificaciones aquí requeridas perderá inmediatamente e ipso facto su cargo, y cualquier contrato~~

~~en el que cualquier funcionario o empleado esté o pueda estar interesado puede ser declarado nulo por el Ayuntamiento.~~

LA ENMIENDA D SE COLOCARÁ EN LA BOLETA ELECTORAL EN LA FORMA DE LA SIGUIENTE PROPOSICIÓN:

PROPOSICIÓN D

- ☐ SÍ ¿Se enmendará el Artículo III, Sección 6 de la Carta Constitucional de Brenham City aclarando los requisitos necesarios para ocupar el cargo de Alcalde y Concejal? aclarando que cualquier Alcalde o Concejal que deje de poseer alguna de las calificaciones requeridas perderá automáticamente su cargo; ¿Y la supresión de las disposiciones relativas a los conflictos de intereses?
- ☐ NO

ENMIENDA E

¿SE DEBE ENMENDAR EL ARTÍCULO III, SECCIÓN 8 DE LA CARTA DE BRENHAM CITY CON RESPECTO A LAS DEVOLUCIONES DE ESCRUTINIO Y LA DECLARACIÓN DE LOS RESULTADOS DE LA ELECCIÓN Y LOS JUECES DE SU PROPIA ELECCIÓN Y CALIFICACIONES DE LA SIGUIENTE MANERA?

ARTICULO III. EL AYUNTAMIENTO

Artículo 8.- El escrutinio de las actas y la declaración de los resultados de la elección; juzgará de su propia elección y calificación.

Los resultados de cada elección municipal serán entregados inmediatamente por los Jueces Electorales al Secretario de la Ciudad. El Consejo examinará los resultados; investigar las calificaciones de los candidatos y declarar los resultados oficiales de la elección de acuerdo con las leyes estatales y federales aplicables. Los resultados de cada elección municipal se registrarán en las actas del Concejo por Distritos, cuando corresponda. En cada elección, la persona calificada que reciba la mayoría de todos los votos emitidos para el cargo que esa persona aspira será declarada electa por dicho Consejo.

El Concejo Municipal será juez de la ~~elección y de las calificaciones del Concejo de sus miembros, y la determinación del Concejo~~ será concluyente y final para todos los propósitos.

LA ENMIENDA E SE COLOCARÁ EN LA BOLETA ELECTORAL EN LA FORMA DE LA SIGUIENTE PROPOSICIÓN:

PROPOSICIÓN Y

☐ SÍ

☐ NO

¿Se debe enmendar el Artículo III, Sección 8 de la Carta Constitucional de Brenham City aclarando que los miembros del Concejo Municipal no sirven como Jueces Electorales, tal como se define esa posición en el Capítulo 32 del Código Electoral de Texas, en cualquier elección celebrada por la Ciudad?

ENMIENDA F

¿SE DEBE ENMENDAR EL ARTÍCULO III, SECCIONES 9 Y 11 DE LA CARTA CONSTITUCIONAL DE BRENHAM CITY CON RESPECTO A LOS DÍAS DE ELECCIONES REGULARES DE LA SIGUIENTE MANERA?

ARTICULO III. EL AYUNTAMIENTO

Artículo 9. - Días regulares de elecciones.

Las elecciones municipales regulares de la Ciudad de Brenham se llevarán a cabo el ~~segundo sábado de~~ mayo en los años impares o cualquier otra fecha de elección uniforme según lo autorice la ley.

Artículo 11. - Elecciones especiales; Las leyes electorales estatales controlan las elecciones.

Todas las elecciones previstas en esta Carta, excepto la elección regular de los Concejales que se lleva a cabo en la fecha uniforme de la elección el ~~segundo sábado de~~ mayo de los años impares o en cualquier otra fecha autorizada por la ley, se llamarán elecciones especiales, y todas las elecciones serán conducidas y los resultados escrutados y anunciados por las autoridades electorales según lo prescrito por las leyes electorales generales del Estado de Texas relacionadas con ciudades y pueblos. y dichas leyes electorales generales regirán en todas las elecciones municipales, salvo que se disponga lo contrario en este documento.

LA ENMIENDA F SE COLOCARÁ EN LA BOLETA ELECTORAL EN LA FORMA DE LA SIGUIENTE PROPOSICIÓN:

PROPOSICIÓN F

☐ SÍ

☐ NO

¿Se debe enmendar el Artículo III, Secciones 9 y 11 de la Carta Constitucional de Brenham City disponiendo que las elecciones municipales regulares de la Ciudad se llevarán a cabo en la fecha de elección uniforme en mayo de los años impares, o en cualquier otra fecha de elección uniforme autorizada por la ley?

ENMIENDA G

¿SE DEBE ENMENDAR EL ARTÍCULO III, SECCIÓN 10 DE LA CARTA CONSTITUCIONAL DE BRENHAM CITY CON RESPECTO A LAS ELECCIONES DE SEGUNDA VUELTA DE LA SIGUIENTE MANERA?

ARTICULO III. EL AYUNTAMIENTO

Artículo 10. – Segunda vuelta electoral.

En el caso de que algún candidato al Concejo (incluido el Alcalde) no reciba, en cualquier elección regular o especial, la mayoría de todos los votos emitidos para su cargo en particular, el Alcalde o, si no lo hace, el Concejo deberá, a más tardar el quinto día después del escrutinio oficial de la elección, ordenar una elección de segunda vuelta que se llevará a cabo ~~dentro de los treinta (30) días posteriores a dicho escrutinio~~ de acuerdo con la ley aplicable.

En dicha segunda vuelta, los dos (2) candidatos que recibieron el mayor número de votos emitidos para dicho cargo en particular en la primera elección, en la que nadie fue elegido para dicho cargo al recibir la mayoría de todos los votos emitidos por todos los candidatos para dicho cargo en particular, se votarán nuevamente.

El candidato que reciba la mayoría de los votos emitidos para el cargo en particular en la segunda vuelta de las elecciones será elegido para dicho cargo y asumirá el cargo tan pronto como esté calificado.

En las segundas vueltas para el cargo de Alcalde o Concejales electos en general, votarán los votantes registrados de la Ciudad en su conjunto. En las segundas vueltas de los concejales de un solo distrito, ya sea cualquiera de los concejales del distrito uno, el distrito dos, el distrito tres o el distrito cuatro, solo los votantes registrados en el distrito en particular votarán en la elección de desempate para ese puesto en particular.

LA ENMIENDA G SE COLOCARÁ EN LA BOLETA ELECTORAL EN LA FORMA DE LA SIGUIENTE PROPOSICIÓN:

PROPOSICIÓN G

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NO

¿Se debe enmendar el Artículo III, Sección 10 de la Carta Constitucional de Brenham City al establecer que todas las elecciones de segunda vuelta del Concejo Municipal se llevarán a cabo de acuerdo con la ley aplicable?

ENMIENDA H

¿SE DEBE ENMENDAR EL ARTÍCULO III, SECCIÓN 13 DE LOS ESTATUTOS DE BRENHAM CITY CON RESPECTO A LAS REUNIONES ORGANIZATIVAS Y LA CELEBRACIÓN DE OTRAS REUNIONES DE LA SIGUIENTE MANERA?

ARTICULO III. EL AYUNTAMIENTO

Artículo 13. - Reunión de organización; la celebración de otras reuniones.

Dentro de los catorce (14) días posteriores a la elección de los Concejales, ya sea una elección regular o una elección de segunda vuelta, el Concejo Municipal se reunirá en la Cámara del Concejo del Ayuntamiento, momento en el cual los Concejales electos calificarán y asumirán las funciones de sus cargos. A partir de entonces, el Concejo Municipal se reunirá en el momento prescrito por ordenanza o resolución, pero se reunirá por lo menos una vez al mes.

LA ENMIENDA H SE COLOCARÁ EN LA BOLETA ELECTORAL EN LA FORMA DE LA SIGUIENTE PROPOSICIÓN:

PROPOSICIÓN H

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NO

¿Se debe enmendar el Artículo III, Sección 13 de la Carta Constitucional de la Ciudad de Brenham disponiendo que el Concejo Municipal se reunirá dentro de los catorce (14) días posteriores a una elección, ya sea una elección regular o una elección de segunda vuelta, momento en el cual los Concejales electos calificarán y asumirán los deberes de sus cargos?

ENMIENDA I

¿SE DEBE ENMENDAR EL ARTÍCULO III, SECCIÓN 14 DE LA CARTA CONSTITUCIONAL DE BRENHAM CITY CON RESPECTO A LOS SALARIOS DE LOS ALCALDES Y CONCEJALES DE LA CIUDAD DE LA SIGUIENTE MANERA?

ARTICULO III. EL AYUNTAMIENTO

Artículo 14. -Salarios.

El Alcalde recibirá un salario de quinientos cincuenta dólares ~~quinientos cincuenta dólares~~ ~~doscientos setenta y cinco dólares (\$550.00) (\$275.00)~~ por mes y cada Concejál recibirá un salario de cuatrocientos cincuenta dólares ~~cuatrocientos cincuenta dólares~~ ~~doscientos veinticinco dólares (\$450.00) (\$225.00)~~ por mes.

LA ENMIENDA I SE COLOCARÁ EN LA BOLETA ELECTORAL CON LA SIGUIENTE PROPOSICIÓN:

PROPUESTA I

- ☐ SÍ ¿Se debe enmendar el Artículo III, Sección 14 de la Carta Constitucional de Brenham City disponiendo que el salario del Alcalde se cambiará de doscientos setenta y cinco dólares (\$275.00) por mes a quinientos cincuenta dólares (\$550.00) por mes, y el salario de cada Concejal se cambiará de doscientos veinticinco dólares (\$225.00) por mes a cuatrocientos cincuenta dólares (\$450.00) por mes?
- ☐ NO

ENMIENDA J

¿SE DEBE ENMENDAR EL ARTÍCULO III, SECCIÓN 23 DE LA CARTA CONSTITUTIVA DE BRENHAM CITY PARA AGREGAR DISPOSICIONES QUE RIGEN LOS CONFLICTOS DE INTERESES DE LA SIGUIENTE MANERA?

Secs. 23, 24.- Conflictos de interés reservados.

El Alcalde, los Concejales y otros funcionarios y empleados, con respecto a cualquier contrato u otro asunto autorizado por la Ciudad, deberán cumplir con el Código de Gobierno Local de Texas y todas las demás leyes aplicables que rigen los conflictos de intereses de los funcionarios públicos locales.

LA ENMIENDA J SE COLOCARÁ EN LA BOLETA ELECTORAL EN LA FORMA DE LA SIGUIENTE PROPOSICIÓN:

PROPOSICIÓN DE DESARROLLAR

- ☐ SÍ ¿Se debe enmendar el Artículo III, Sección 23 de la Carta Constitucional de Brenham City requiriendo que el Alcalde, los Concejales y otros funcionarios y empleados de la Ciudad, con respecto a cualquier contrato u otro asunto autorizado por la Ciudad, cumplan con el Código de Gobierno Local de Texas y todas las demás leyes aplicables que rigen los conflictos de intereses de los funcionarios públicos locales?
- ☐ NO

ENMIENDA K

¿SE DEBE ENMENDAR EL ARTÍCULO VII, SECCIÓN 7 DE LA CARTA DE BRENHAM CITY PARA REFLEJAR LOS PROCEDIMIENTOS ACTUALES RELACIONADOS CON LOS BONOS OFICIALES DE LA SIGUIENTE MANERA?

Artículo 7. - Bonos oficiales.

La persona que ejerza los deberes del Recaudador de Impuestos de la Ciudad dará una fianza oficial en la suma que pueda ser prescrita por el Concejo Administrador de la Ciudad de vez en cuando; dicha fianza será pagadera a la Ciudad de Brenham y, en cada caso, estará condicionada al fiel cumplimiento de los deberes de dicho funcionario. y para la fiel contabilidad de todos los dineros, reclamaciones y cosas de valor que lleguen a manos de dicho funcionario. Dicha fianza se obtendrá de alguna compañía de fianzas regular acreditada autorizada para hacer negocios bajo las leyes del Estado de Texas, y las primas a dicha compañía de fianzas serán pagadas por la Ciudad de Brenham, siempre que el Concejo Municipal pueda, por ordenanza, exigir fianzas oficiales de cualquier otro funcionario designado de la Ciudad en las cantidades y condiciones que consideren mejores para la eficiencia del servicio público. Todas las fianzas oficiales serán fianzas de la compañía y deberán ser aprobadas por el Concejo Municipal y archivadas y registradas con la persona que ejerza las funciones de Secretario de la Ciudad.

LA ENMIENDA K SE COLOCARÁ EN LA BOLETA ELECTORAL EN LA FORMA DE LA SIGUIENTE PROPOSICIÓN:

PROPOSICIÓN K

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NO

¿Se debe enmendar el Artículo VII, Sección 7 de la Carta Constitucional de Brenham City disponiendo que con respecto a los bonos oficiales de ciertos funcionarios de la Ciudad, el Administrador de la Ciudad, en lugar del Concejo Municipal, determinará los montos y aprobará dichos bonos?

ENMIENDA L

¿SE DEBE ENMENDAR EL ARTÍCULO IV, SECCIÓN 1 DE LA CARTA DE BRENHAM CITY CON RESPECTO AL REQUISITO DE RESIDENCIA DEL ADMINISTRADOR DE LA CIUDAD DE LA SIGUIENTE MANERA?

Artículo 1. -Cita; posición; Calificaciones; eliminación.

El Concejo Municipal nombrará un Administrador de la Ciudad, quien será el jefe administrativo del gobierno municipal y será responsable de la administración eficiente de todos los departamentos. Será elegido sobre la base de la calificación e idoneidad para el ejercicio de sus funciones. Puede o no ser residente de la Ciudad de Brenham cuando sea designado, pero establecerá su residencia dentro del Condado de Washington, Texas, la Ciudad según lo indique el Concejo Municipal. El Concejo Municipal puede contratar a un Administrador de la Ciudad por acuerdo por un término que no exceda de un año; sin embargo, el Administrador de la Ciudad está sujeto a la remoción en cualquier momento, con o sin causa, por parte del Ayuntamiento.

LA ENMIENDA L SE COLOCARÁ EN LA BOLETA ELECTORAL EN LA FORMA DE LA SIGUIENTE PROPOSICIÓN:

PROPOSICIÓN L

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NO

¿Se debe enmendar el Artículo IV, Sección 1 de la Carta Constitucional de Brenham City disponiendo que el Administrador de la Ciudad establecerá su residencia dentro del Condado de Washington, Texas según lo indique el Concejo Municipal?

SECCIÓN 2. **CLÁUSULA DE AHORRO**

Todas las disposiciones de cualquier ordenanza, resolución u otra acción de la Ciudad en conflicto con esta Ordenanza quedan derogadas en la medida en que estén en conflicto. Cualquier parte restante de dichas ordenanzas, resoluciones u otras acciones permanecerán en pleno vigor y efecto.

SECCIÓN 3. **DIVISIBILIDAD**

En caso de que cualquier sección, subsección, oración, cláusula o frase de esta Ordenanza sea declarada inconstitucional o inválida por un tribunal de jurisdicción competente, se establece expresamente que todas y cada una de las partes restantes de esta Ordenanza permanecerán en pleno vigor y efecto. El Concejo Municipal declara por la presente que habría aprobado esta Ordenanza, y cada sección, subsección, oraciones y cláusulas y frases restantes en caso de que alguna disposición sea declarada inconstitucional o inválida.

SECCIÓN 4. **DEROGADOR**

Cualquier otra ordenanza o partes de ordenanzas que entren en conflicto con esta Ordenanza quedan expresamente derogadas por la presente.

SECCIÓN 5. **FECHA DE ENTRADA EN VIGOR**

La presente Ordenanza entrará en vigor a partir de su adopción y publicación, según lo dispuesto por la ley.

SECCIÓN 6. **AVISO Y REUNIONES ADECUADAS**

Por la presente se determina oficialmente que las reuniones en las que se aprobó esta Ordenanza estuvieron abiertas al público como se requiere y que se dio aviso público de la hora, lugar y propósito de dichas reuniones como lo requiere la Ley de Reuniones Abiertas, Capítulo 551 del Código de Gobierno de Texas.

APROBADO Y APROBADO en primera lectura el día 3rd de Abril 2025.

APROBADO Y APROBADO en segunda lectura el día 17th de Abril 2025.

Atwood C. Kenjura
Alcalde

ATESTIGUAR:

Jeana Bellinger, TRMC, CMC
Secretaria Municipal

ORDINANCE NO. O-25-005

AN ORDINANCE AMENDING THE WATER RATE TARIFF SCHEDULES FOR WATER SERVICES FOR THE CITY OF BRENHAM, TEXAS; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE:

WHEREAS, the City Council for the City of Brenham, Texas ("City Council") deems it necessary to change the rates charged for water distribution services to its customers in order to provide for conditions of utility service which promote health, safety, and welfare of the citizens of Brenham, Texas.

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

SECTION I

The City Council of the City of Brenham, Texas does hereby adopt the Water Rate Schedules for water services set forth in the attached Exhibit "A" is made a part hereof for all purposes pertinent, to be effective with utility billing occurring on or after May 1, 2025.

SECTION II

This Ordinance shall take effect as provided by the Charter of the City of Brenham, Texas. The implementation of rates as forth herein and on the attached Exhibit "A" shall be effective with utility billing occurring on and after May 1, 2025.

PASSED AND APPROVED, on its first reading this the 3rd day of April 2025.

PASSED AND APPROVED, on its second reading this the 17th day of April 2025.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

EXHIBIT "A"

CITY OF BRENHAM

200 WEST VULCAN STREET P. O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	610
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULE	May 1, 2025	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 4/1/2024)	

GENERAL SERVICE - URBAN

RATE SCHEDULE - W-A

APPLICABILITY

This rate is applicable to all residential customers receiving water service through a permanent meter installation.

AVAILABILITY

This rate is available to all customers located within the corporate limits of the City of Brenham, Texas.

RATES

First 3,000 gallons or less	\$27.73
3,001 – 10,000 gallons	\$6.081/1,000gallons
10,001 – 25,000 gallons	\$7.61/1,000 gallons
25,001 and above	\$9.52/1,000 gallons

MINIMUM CHARGES

The minimum monthly bill shall be \$27.73

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Water supplied under this rate is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

CITY OF BRENHAM
200 WEST VULCAN STREET P. O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	611
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULE	May 1, 2025	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 4/1/2024)	

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
4. If the installation of a service tap and meter is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. The homeowner will be billed for metered water when City personnel find the water meter on.
6. Abnormally high water bills caused when a customer has a water leak (break in line, leaking commode, etc) will be adjusted a maximum of \$150 for a maximum of two billing periods. A customer whose current water bill is abnormally high because of a water leak must bring or mail a receipt to the Utility Billing Department showing that the problem has been fixed or a written and signed statement from the customer if the customer repaired the problem himself. Utility Billing will require the completion of one additional full billing cycle in order to be certain that the problem has been fixed. If the customer's water bill returns to normal, they will be credited for one-half of the water that leaked for a total maximum adjustment of \$150. If necessary, this adjustment/credit may be made for a maximum of two billing periods if the customer experienced an abnormally high water bill for more than one billing period.
7. Minimum water bills will be assessed based on the number of electric meters. Apartments will be billed one minimum for each rental unit on the premises.

CITY OF BRENHAM
200 WEST VULCAN STREET P. O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

600

620

ALL SERVICES

TARIFF

SECTION NO.

SHEET NO.

WATER RATE SCHEDULE

May 1, 2025

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change effective 4/1/2024)

GENERAL SERVICE - RURAL

RATE SCHEDULE W-B

APPLICABILITY

This rate is applicable to all residential customers receiving water service through a permanent meter installation.

AVAILABILITY

This rate is available to all customers located outside the corporate limits of the City of Brenham, Texas.

RATES

First 3,000 gallons or less	\$31.89
3,001 – 10,000 gallons	\$6.99/1,000 gallons
10,001 – 25,000 gallons	\$8.75/1,000 gallons
25,001 and above	\$10.95/1,000 gallons

MINIMUM CHARGES

The minimum monthly bill shall be \$31.89.

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Water supplied under this rate is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

CITY OF BRENHAM
200 WEST VULCAN STREET P. O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	621
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULE	May 1, 2025	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 4/1/2024)	

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
4. If the installation of a service tap and meter is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. The customer will be billed for metered water when City personnel find the water meter on.
6. Abnormally high water bills caused when a customer has a water leak (break in line, leaking commode, etc) will be adjusted a maximum of \$150 for a maximum of two billing periods. A customer whose current water bill is abnormally high because of a water leak must bring or mail a receipt to the Utility Billing Department showing that the problem has been fixed or a written and signed statement from the customer if the customer repaired the problem himself. Utility Billing will require the completion of one additional full billing cycle in order to be certain that the problem has been fixed. If the customer's water bill returns to normal, they will be credited for one-half of the water that leaked for a total maximum adjustment of \$150. If necessary, this adjustment/credit may be made for a maximum of two billing periods if the customer experienced an abnormally high water bill for more than one billing period.
7. Minimum water bills will be assessed based on the number of electric meters. Apartments will be billed one minimum for each rental unit on the premises.

CITY OF BRENHAM
200 WEST VULCAN STREET P. O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	630
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	May 1, 2025	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change effective 4/1/2024)

TEMPORARY CONSTRUCTION SERVICE

RATE SCHEDULE W-D

APPLICABILITY

This rate is applicable to all customers that receive water delivered into a tank truck, tank trailer, portable sprayer, portable mixer, or other similar container from a temporary meter set on a fire hydrant.

AVAILABILITY

This rate and service is only applicable to those who pay the required deposit and the fee for meter placement, and who are approved by the General Manager of Public Utilities prior to usage.

RATES

First 3,000 gallons or less	\$33.61
3,001 – 10,000 gallons	\$9.24/1,000 gallons
10,001 – 25,000 gallons	\$11.54/1,000 gallons
25,001 and above	\$14.48/1,000 gallons

MINIMUM CHARGES

The minimum monthly bill shall be \$33.61.

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, the customer will forfeit the entire deposit and the City may, at its sole option, remove the fire hydrant meter and terminate service to the customer.

CHARACTER OF SERVICE

Water supplied under this rate schedule is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

CITY OF BRENHAM
200 WEST VULCAN STREET P. O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	631
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	May 1, 2025	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 4/1/2024)	

SPECIAL CONDITIONS OF SERVICE

1. The customer will pay an initial deposit of three hundred dollars (\$300.00) in cash or check to the City of Brenham.
2. In addition, where service is rendered from a fire hydrant, the customer will be required to pay a non-refundable fee of two hundred dollars (\$200.00) to cover the City's cost of setting up and removing a temporary meter on a fire hydrant. The superintendent of the Water Distribution Department has the authority to refuse service from any fire hydrant where, in his opinion, the rendering of such service would have an adverse effect on the pressure or flow to other customers in the surrounding area.
3. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
4. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.

CITY OF BRENHAM
200 WEST VULCAN STREET P. O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	640
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	May 1, 2025	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change effective 4/1/2024)

YARD SPRINKLER SYSTEM SERVICE – URBAN

RATE SCHEDULE W-E

APPLICABILITY

This rate is applicable to all residential customers receiving water service through a permanent meter installation, which serves only a yard sprinkler system.

AVAILABILITY

This rate is available to all customers located within the corporate limits of the City of Brenham, Texas.

RATES

0 – 10,000 gallons	\$7.87/1,000 gallons
10,001 – 25,000 gallons	\$9.84/1,000 gallons
25,001 and above	\$12.32/1,000 gallons

MINIMUM CHARGES

No minimum monthly bill

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Water supplied under this rate is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

CITY OF BRENHAM
200 WEST VULCAN STREET P. O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	641
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	May 1, 2025	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 4/1/2024)	

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
4. If the installation of a service tap and meter is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. The customer will be billed for metered water when City personnel find the water meter on.
6. Abnormally high water bills caused when a customer has a water leak (break in line, leaking commode, etc) will be adjusted a maximum of \$150 for a maximum of two billing periods. A customer whose current water bill is abnormally high because of a water leak must bring or mail a receipt to the Utility Billing Department showing that the problem has been fixed or a written and signed statement from the customer if the customer repaired the problem himself. Utility Billing will require the completion of one additional full billing cycle in order to be certain that the problem has been fixed. If the customer's water bill returns to normal, they will be credited for one-half of the water that leaked for a total maximum adjustment of \$150. If necessary, this adjustment/credit may be made for a maximum of two billing periods if the customer experienced an abnormally high water bill for more than one billing period.
7. Minimum water bills will be assessed based on the number of electric meters. Apartments will be billed one minimum for each rental unit on the premises.

CITY OF BRENHAM
200 WEST VULCAN STREET P. O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	642
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	May 1, 2025	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 4/1/2024)	

YARD SPRINKLER SYSTEM SERVICE – URBAN

RATE SCHEDULE W-I

APPLICABILITY

This rate is applicable to all commercial and industrial customers receiving water service through a permanent meter installation, which serves only a yard sprinkler system.

AVAILABILITY

This rate is available to all customers located inside the corporate limits of the City of Brenham, Texas.

RATES

0 – 10,000 gallons	\$9.05/1,000 gallons
10,001 – 25,000 gallons	\$11.31/1,000 gallons
25,001 and above	\$14.16/1,000 gallons

MINIMUM CHARGES

No minimum monthly bill

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Water supplied under this rate is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

CITY OF BRENHAM
200 WEST VULCAN STREET P. O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	643
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	May 1, 2025	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 4/1/2024)	

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
4. If the installation of a service tap and meter is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. The customer will be billed for metered water when City personnel find the water meter on.
6. Abnormally high water bills caused when a customer has a water leak (break in line, leaking commode, etc) will be adjusted a maximum of \$150 for a maximum of two billing periods. A customer whose current water bill is abnormally high because of a water leak must bring or mail a receipt to the Utility Billing Department showing that the problem has been fixed or a written and signed statement from the customer if the customer repaired the problem himself. Utility Billing will require the completion of one additional full billing cycle in order to be certain that the problem has been fixed. If the customer's water bill returns to normal, they will be credited for one-half of the water that leaked for a total maximum adjustment of \$150. If necessary, this adjustment/credit may be made for a maximum of two billing periods if the customer experienced an abnormally high water bill for more than one billing period.
7. Minimum water bills will be assessed based on the number of electric meters. Apartments will be billed one minimum for each rental unit on the premises.

CITY OF BRENHAM
200 WEST VULCAN STREET P. O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	650
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	May 1, 2025	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 4/1/2024)	

GENERAL SERVICE - URBAN

RATE SCHEDULE W-F

APPLICABILITY

This rate is applicable to all commercial and industrial customers receiving water service through a permanent meter installation.

AVAILABILITY

This rate is available to all customers located within the corporate limits of the City of Brenham, Texas.

RATES

First 3,000 gallons or less	SEE MINIMUM CHARGES
3,001 – 10,000 gallons	\$4.62/1,000 gallons
10,001 – 25,000 gallons	\$5.77/1,000 gallons
25,001 and above	\$7.24/1,000 gallons

MINIMUM CHARGES

The minimum monthly bill shall be ASSESSED ON WATER METER SIZE:

5/8" OR 3/4"	\$24.87
1"	\$33.61
1 1/2"	\$55.46
2"	\$81.67
3"	\$142.84
4"	\$230.23
6"	\$448.69
8"	\$710.85

CITY OF BRENHAM
200 WEST VULCAN STREET P. O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	651
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	May 1, 2025	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change effective 4/1/2024)

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Water supplied under this rate is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
4. If the installation of a service tap and meter is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. The homeowner will be billed for metered water when City personnel find the water meter on.
6. Abnormally high water bills caused when a customer has a water leak (break in line, leaking commode, etc) will be adjusted a maximum of \$150 for a maximum of two billing periods. A customer whose current water bill is abnormally high because of a water leak must bring or mail a receipt to the Utility Billing Department showing that the problem has been fixed or a written and signed statement from the customer if the customer repaired the problem himself. Utility Billing will require the completion of one additional full billing cycle in order to be certain that the problem has been fixed. If the customer's water bill returns to normal, they will be credited for one-half of the water that leaked for a total maximum adjustment of \$150. If necessary, this adjustment/credit may be made for a maximum of two billing periods if the customer experienced an abnormally high water bill for more than one billing period.
7. Minimum water bills will be assessed based on the number of electric meters. Apartments will be billed one minimum for each rental unit on the premises.

CITY OF BRENHAM
200 WEST VULCAN STREET P. O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES TARIFF	600	660
SECTION NO.	SHEET NO.	
WATER RATE SCHEDULES SECTION TITLE	May 1, 2025	EFFECTIVE DATE
(Supersedes Rate Change effective 4/1/2024)		

GENERAL SERVICE - RURAL

RATE SCHEDULE W-G

APPLICABILITY

This rate is applicable to all commercial and industrial customers receiving water service through a permanent meter installation.

AVAILABILITY

This rate is available to all customers located outside the corporate limits of the City of Brenham, Texas.

RATES

First 3,000 gallons or less	SEE MINIMUM CHARGES
3,001 – 10,000 gallons	\$5.31/1,000 gallons
10,001 – 25,000 gallons	\$6.63/1,000 gallons
25,001 and above	\$8.33/1,000 gallons

MINIMUM CHARGES

The minimum monthly bill shall be ASSESSED ON WATER METER SIZE:

5/8" OR 3/4"	\$28.60
1"	\$38.65
1 1/2"	\$63.78
2"	\$93.92
3"	\$164.27
4"	\$264.76
6"	\$515.99
8"	\$817.477

CITY OF BRENHAM
200 WEST VULCAN STREET P. O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	661
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	May 1, 2025	
SECTION TITLE	EFFECTIVE DATE	
	Supersedes Rate Change effective 4/1/2024)	

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Water supplied under this rate schedule is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
4. If the installation of a service tap and meter is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. The customer will be billed for metered water when City personnel find the water meter on.
6. Abnormally high water bills caused when a customer has a water leak (break in line, leaking commode, etc) will be adjusted a maximum of \$150 for a maximum of two billing periods. A customer whose current water bill is abnormally high because of a water leak must bring or mail a receipt to the Utility Billing Department showing that the problem has been fixed or a written and signed statement from the customer if the customer repaired the problem himself. Utility Billing will require the completion of one additional full billing cycle in order to be certain that the problem has been fixed. If the customer's water bill returns to normal, they will be credited for one-half of the water that leaked for a total maximum adjustment of \$150. If necessary, this adjustment/credit may be made for a maximum of two billing periods if the customer experienced an abnormally high water bill for more than one billing period.
7. Minimum water bills will be assessed based on the number of electric meters. Apartments will be billed one minimum for each rental unit on the premises.

CITY OF BRENHAM
200 WEST VULCAN STREET P. O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	670
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	May 1, 2025	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 4/1/2024)	

YARD SPRINKLER SYSTEM - RURAL

RATE SCHEDULE W-H

APPLICABILITY

This rate is applicable to all residential, commercial and industrial service through a permanent meter installation, which serves only a yard sprinkler system.

AVAILABILITY

This rate is available to all customers located outside the corporate limits of the City of Brenham, Texas

RATES

0 – 10,000 gallons	\$9.05/1,000 gallons
10,001 – 25,000 gallons	\$11.31/1,000 gallons
25,001 and above	\$14.17/1,000 gallons

MINIMUM CHARGES

No minimum monthly charge

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Water supplied under this rate schedule is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

CITY OF BRENHAM
200 WEST VULCAN STREET P. O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	671
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	May 1, 2025	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 4/1/2024)	

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
4. If the installation of a service tap and meter is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. The customer will be billed for metered water when City personnel find the water meter on.
6. Abnormally high water bills caused when a customer has a water leak (break in line, leaking commode, etc) will be adjusted a maximum of \$150 for a maximum of two billing periods. A customer whose current water bill is abnormally high because of a water leak must bring or mail a receipt to the Utility Billing Department showing that the problem has been fixed or a written and signed statement from the customer if the customer repaired the problem himself. Utility Billing will require the completion of one additional full billing cycle in order to be certain that the problem has been fixed. If the customer's water bill returns to normal, they will be credited for one-half of the water that leaked for a total maximum adjustment of \$150. If necessary, this adjustment/credit may be made for a maximum of two billing periods if the customer experienced an abnormally high water bill for more than one billing period.
7. Minimum water bills will be assessed based on the number of electric meters. Apartments will be billed one minimum for each rental unit on the premises.

CITY OF BRENHAM
200 WEST VULCAN STREET P. O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	680A
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	May 1, 2025	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/1/2019)	

FIRE LINE SERVICE - URBAN

RATE SCHEDULE 20, 21, 22, 23, and 24

APPLICABILITY

This rate is applicable to all residential, commercial, and industrial customers receiving unmetered standby water service for the sole purpose of feeding an automatic fire sprinkler system or similar apparatus.

AVAILABILITY

This rate schedule is available to all customers located within the corporate limits of the City of Brenham, Texas.

RATES

Size of Service Line	Flat Monthly Rate
4 inch (Rate Schedule 20)	\$25.66
6 inch (Rate Schedule 21)	\$74.54
8 inch (Rate Schedule 22)	\$158.86
10 inch (Rate Schedule 23)	\$285.67
12 inch (Rate Schedule 24)	\$461.45

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Water supplied under this rate schedule is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

CITY OF BRENHAM
200 WEST VULCAN STREET P. O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	681A
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	May 1, 2025	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/1/2019)	

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
4. If the installation of a service tap and service line is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. Service rendered under this schedule is for standby service only. Connection of fixtures or facilities used on a regular basis is specifically prohibited.
6. The City does not guarantee minimum pressure or rates of flow for service provided under this schedule.

CITY OF BRENHAM
200 WEST VULCAN STREET P. O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	680B
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	May 1, 2025	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/1/2019)	

FIRE LINE SERVICE - RURAL

RATE SCHEDULE 30, 31, 32, 33, AND 34

APPLICABILITY

This rate is applicable to all residential, commercial, and industrial customers receiving unmetered standby water service for the sole purpose of feeding an automatic fire sprinkler system or similar apparatus.

AVAILABILITY

This rate schedule is available to all customers located outside the corporate limits of the City of Brenham, Texas.

RATES

Size of Service Line	Flat Monthly Rate
4 inch (Rate Schedule 30)	\$29.51
6 inch (Rate Schedule 31)	\$85.72
8 inch (Rate Schedule 32)	\$182.66
10 inch (Rate Schedule 33)	\$328.50
12 inch (Rate Schedule 34)	\$530.62

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Water supplied under this rate schedule is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

CITY OF BRENHAM
200 WEST VULCAN STREET P. O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	681B
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	May 1, 2025	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/1/2019)	

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
4. If the installation of a service tap and service line is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. Service rendered under this schedule is for standby service only. Connection of fixtures or facilities used on a regular basis is specifically prohibited.
6. The City does not guarantee minimum pressure or rates of flow for service provided under this schedule.

CITY OF BRENHAM
200 WEST VULCAN STREET P. O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

<u>ALL SERVICES</u>	<u>600</u>	<u>690</u>
TARIFF	SECTION NO.	SHEET NO.
<u>WATER RATE SCHEDULES</u>	<u>OCTOBER 19, 2023</u>	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change effective 10/01/2022)

WATER SERVICE FEES

RATE SCHEDULE W-N

APPLICABILITY

This rate schedule is applicable to the installation of service taps, service lines, water meters, and other miscellaneous water service-related items, for residential, commercial, and/or industrial customers.

AVAILABILITY

These rates are available to all customers or prospective customers of the City's water system.

- I. The actual tapping of a water main, by City staff, to provide service to an adjoining lot. The fee for connecting a meter to a line that has not been pre-stubbed, or has been pre-stubbed by the City, shall be based on meter size: A pre-stubbed water service is defined as a water service that has already been tapped at the main and has had the water service line extended to the property line. These fees are as follows:

1 Inch service tap, service line, and meter	\$1,230.00
1-1/2 Inch service tap, service line, and meter	\$1,890.00
2 Inch service tap, service line, and meter	\$2,200.00
*4 Inch service tap, service line, and meter	At Cost

* Turbine meters only

Note: The fees established herein do not include cost for boring and casing, if required. Costs for boring and casing will be added to these fees based on actual cost.

Note: A water service installation that requires removal of pavement in a TxDOT right-of-way will be charged at the actual cost of work performed or incurred by the City. An owner may choose to hire a contractor to install the service at their own cost and the City will inspect the work to determine if the water service installation complies with the City's specifications. If an owner chooses to hire a contractor to install the service, the work must be completed in compliance with the City's specifications (or approved alternatives), as determined by the City, in its sole discretion, after inspection of the work. The final pavement repair must be performed immediately upon completion of the water service installation.

The fees for the installation of an irrigation meter commonly referred to as a split service are set forth below.

CITY OF BRENHAM
200 WEST VULCAN STREET P. O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

<u>ALL SERVICES</u>	<u>600</u>	<u>691</u>
TARIFF	SECTION NO.	SHEET NO.
<u>WATER RATE SCHEDULES</u>	<u>OCTOBER 19, 2023</u>	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/01/22)	

If a split service meter is installed at the same time as the installation of a new service connection, the fee is as follows:

1 Inch Split Service off a 1 Inch Service	\$350.00
1 Inch Split Service off a 1 ½ Inch Service	\$410.00
1 Inch Split Service off a 2 Inch Service	\$420.00

If a split service meter is installed after the installation of a new service connection, the fee is as follows:

1 Inch Split Service off a 1 Inch Service	\$460.00
1 Inch Split Service off a 1 ½ Inch Service	\$470.00
1 Inch Split Service off a 2 Inch Service	\$480.00

- II. The fees for connecting a meter to a line that has been pre-stubbed at no expense to the City shall be based on meter size, and are as follows:

1 Inch	\$220.00
1-1/2 Inch	\$690.00
2 Inch	\$860.00
4 Inch or larger	Actual Cost

- III. The fee for the installation, by the City, of new taps on existing water mains for new water mains or fire lines will be based on actual cost of providing the service.

The fee for the installation, by others, at no expense to the City for new taps on existing water mains for the connection of new water mains or fire lines will be \$100.00.

Note: The fees established herein do not include cost for boring and casing, if required. Costs for boring and casing will be added to these fees based on actual cost.

Note: A water service installation that requires removal of pavement in a TxDOT right-of-way will be charged at the actual cost of work performed or incurred by the City. An owner may choose to hire a contractor to install the service at their own cost and the City will inspect the work to determine if the water service installation complies with the City's specifications. If an owner chooses to hire a contractor to install the service, the work must be completed in compliance with the City's specifications (or approved) alternatives, as determined by the City, in its sole discretion, after inspection of the work. The final pavement repair must be performed immediately upon completion of the water service installation.

CITY OF BRENHAM
200 WEST VULCAN STREET P. O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

<u>ALL SERVICES</u> TARIFF	<u>600</u> SECTION NO.	<u>692</u> SHEET NO.
<u>WATER RATE SCHEDULES</u> SECTION TITLE	<u>OCTOBER 19, 2023</u> EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/01/22)	

- IV. Miscellaneous Water Service Fees:
The fee for installation of one or more fire hydrants shall be based on actual cost.
The fee for replacing a 1" curb stop damaged by other than City personnel - \$95.00. Replacement of curb stops larger than 1" will be charged at actual cost.

The fee for moving meter at customer's request shall be as follows:

Meter Size	Moving Meter up to Fifteen (15) Feet	Moving Meter between Fifteen (15) and Thirty (30) Feet
1 Inch	\$400.00	\$640.00
1 1/2 Inch	\$525.00	\$530.00
2 Inch	\$720.00	\$980.00

Note: Moving meters larger than 2" will be charged at actual cost.

The fee for raising or adjusting a meter at customer's request shall be as follows:

Meter Size	Fee
1 Inch	\$150.00
1 1/2 Inch	\$ 335.00
2 Inch	\$ 520.00

Note: Raising or adjusting meters larger than 2" will be charged at actual cost.

The fee for installing or extending a water mainline from an existing tap to the property line shall be based on actual cost.

The fee for changing meter size shall be based on the following:

Downsizing a 2", 1 1/2" and 1" meter - \$80.00

Downsizing a 3" and larger meter – At Cost

Note: When an existing meter is changed to a larger size and a new tap and service line are required, the fee shall be the same as for a new connection of the same size.

The fee for setting a fire hydrant meter shall be \$200.00 and requires a \$300.00 deposit

CITY OF BRENHAM
200 WEST VULCAN STREET P. O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

<u>ALL SERVICES</u>	<u>600</u>	<u>693</u>
TARIFF	SECTION NO.	SHEET NO.
<u>WATER RATE SCHEDULES</u>	<u>OCTOBER 19, 2023</u>	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/01/22)	

The fee for turning water service off/on for repairs at customer request shall be \$50.00 plus \$25.00 additional if done after regular business hours (regular business hours are 8:00 a.m. to 5:00 p.m., Monday – Friday, excluding holidays).

The fees for services not specifically addressed in this tariff will be charged in the amount of the actual cost of performing the service.

- V. Replacement of water taps due to deterioration. Water tap deterioration will be determined by the City based on standards set by the Texas Commission on Environmental Quality, or its successor agency and the edition of the International Plumbing Code, as amended, in effect at the time of the determination, for minimum residual pressure and flow.

All Taps	No Charge
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CHARACTER OF SERVICE

Facilities provided under this rate will consist of the installation of an appropriate size corporation stop or tapping saddle, installation of an appropriate size angle meter stop or gate valve, installation of an appropriate size meter, installation of a meter box, and the installation of a sufficient amount of an appropriate size service line to allow the placement of the meter at or near the customer's property line.

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations as may be amended from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
3. In the event a customer desires to increase the size of an existing service, the cost of such enlargement will be equal to the cost of the installation of the new size of service.



City Council Regular Meeting
AGENDA ITEM 6.d

Agenda Item: **Approve Resolution No. R-25-011 Repealing Resolution No R-25-023 Approving the Submission of a Grant Application through the Office of the Governor (OOG), Public Safety Office, Homeland Security Grants Division for the 2024 State Homeland Security Program - Law Enforcement Terrorism Prevention Activities (LETPA) Projects**

Meeting Date: April 17, 2025

Department: Police

Staff Contact: Steven Eilert, Police Lieutenant

SUMMARY STATEMENT:

On November 7, 2024, Council authorized the acceptance of a Grant through the Office of the Governor (OOG), Public Safety Office, Homeland Security Grants Division for the 2024 State Homeland Security Program - Law Enforcement Terrorism Prevention Activities (LETPA) Projects.

Due to staffing levels and Federal procedures regarding the grant, it is in the best interest of the Brenham Police Department to voluntarily withdraw from the grant process at this time. No funds have been expended by the Agency.

ATTACHMENTS:

1. R-25-011 - Repealing and Rescinding Resolution No. R-24-024
2. Exhibit A - R-24-024 - Grant Acceptance - DRONE

RECOMMENDATION:

Approve Resolution No. R-25-011 repealing Resolution No R-25-023 approving the submission of a grant application through the Office of the Governor (OOG), Public Safety Office, Homeland Security Grants Division for the 2024 State Homeland Security Program - Law Enforcement Terrorism Prevention Activities (LETPA) Projects.

RESOLUTION NO. R-25-011

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS REPEALING AND RESCINDING RESOLUTION NO. R-24-024 AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE, HOMELAND SECURITY GRANTS DIVISION FOR THE 2024 STATE HOMELAND SECURITY PROGRAM — LAW ENFORCEMENT TERRORISM PREVENTION ACTIVITIES PROJECTS, AND AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTATION

WHEREAS, on November 7, 2024, the City Council of the City of Brenham, Texas approved Resolution No. R-24-024, attached hereto as Exhibit A, authorizing the acceptance of Grant No. 5077201 in the initial amount of \$28,041.00 from the Office of the Governor, Public Safety Office, Homeland Security Grants Division for the 2024 State Homeland Security Program – Law Enforcement Terrorism Prevention Activities Projects (“LETPA”) Program; and

WHEREAS, the grant was to be used toward the one-time purchase of one (1) Autel Alpha Drone and associated equipment and/or training; and

WHEREAS, the City Council has determined that the purchase of said drone is no longer necessary and that none of the grant funds have been utilized; and

WHEREAS, the City Council of the City of Brenham now desires to repeal and rescind said Resolution No. R-24-024;

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

That the City Council does hereby repeal and rescind Resolution No. R-24-024 in its entirety, and any authorization and/or approval provided for in Resolution No. R-24-024 is null and void.

PASSED and APPROVED on this the 17th day of April, 2025.

ATTEST:

Atwood C. Kenjura
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

Exhibit A

RESOLUTION NO. R-24-024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE, HOMELAND SECURITY GRANTS DIVISION FOR THE 2024 STATE HOMELAND SECURITY PROGRAM – LAW ENFORCEMENT TERRORISM PREVENTION ACTIVITIES PROJECTS, AND AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTATION

WHEREAS, the Office of the Governor administers a grant program for projects that support state and local efforts to prevent terrorism and targeted violence and prepare for the threats and hazards that pose the greatest risk to the security of Texas citizens; and

WHEREAS, on February 1, 2024, the City Council of the City of Brenham approved Resolution No. R-24-002 authorizing City staff to prepare and submit a grant application to the Office of the Governor, Public Safety Office, Homeland Security Grants Division for the 2024 State Homeland Security Program – Law Enforcement Terrorism Prevention Activities (“LETPA”) Projects program; and

WHEREAS, the City of Brenham has been notified of the award of Grant No. 5077201 in the initial amount of \$28,041.00 to be used toward the one-time purchase of one (1) Autel Alpha Drone and associated equipment and/or training; and

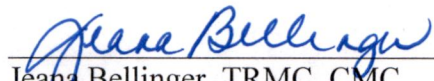
WHEREAS, the City Council of the City of Brenham desires to accept said grant award and any applicable match requirements for this grant;

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

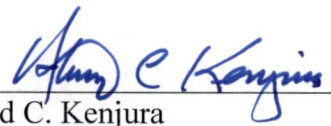
1. The City of Brenham hereby accepts Grant No. 5077201 in the initial amount of \$28,041.00 from the Office of the Governor, Public Safety Office, Homeland Security Grants Division for the 2024 State Homeland Security Program – LETPA Projects Program.
2. The City of Brenham will comply with all requirements of the Grant Program.
3. The City Council agrees to provide applicable matching funds for the project as required by the State Homeland Security Program – LETPA Projects Program.
4. The City Council agrees that in the event of loss or misuse of the Office of the Governor funds, the City Council assures such funds will be returned to the Office of the Governor in full.
5. That the Mayor is hereby authorized to execute any necessary documentation related to the grant described herein.

PASSED AND APPROVED on this the 7th day of November 2024.

ATTEST:


Jeana Bellinger, TRMC, CMC
City Secretary




Atwood C. Kenjura
Mayor



City Council Regular Meeting
AGENDA ITEM 6.e

Agenda Item: **Approve Resolution No. R-25-012 Amending the Authorized Representatives for TexPool Local Government Investment Pool**

Meeting Date: April 17, 2025

Department: Finance

Staff Contact: Stacy Hardy, Finance Director

SUMMARY STATEMENT:

The authorized representatives for the City's TexPool bank accounts need to be updated. The City designates the following as Authorized Representatives who can perform transactions and receive confirmations and monthly statements: Mayor, City Manager, Chief Financial Officer, Director of Finance and City Secretary. The Accounting Manager is also designated as an authorized representative, but is limited to inquiry only functions on select information.

ATTACHMENTS:

1. R-25-012 Amending Authorized Representatives

RECOMMENDATION:

Approve Resolution No. R-25-012 amending the authorized representatives for TexPool Local Government Investment Pool.



Resolution Amending Authorized Representatives

Resolution No. R-25-012

Please complete this form to amend or designate Authorized Representatives. This document supersedes all prior Authorized Representative forms.

* Required Fields

1. Resolution

WHEREAS,

CITY OF BRENHAM

Participant Name*

7 8 3 6 2

Location Number*

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool / Texpool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and
- That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representative(s) of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1. CAROLYN D. MILLER CITY MANAGER

Name Title

9 7 9 3 3 7 7 5 9 0 Phone Fax cmiller@cityofbrenham.org Email

Signature
2. JEANA BELLINGER CITY SECRETARY

Name Title

9 7 9 3 3 7 7 5 6 7 Phone Fax jbellinger@cityofbrenham.org Email

Signature
3. STACY HARDY DIRECTOR OF FINANCE

Name Title

9 7 9 3 3 7 7 5 7 0 Phone Fax shardy@cityofbrenham.org Email

Signature

1. Resolution (continued)

4. JULIE FLAGG

Name

CHIEF FINANCIAL OFFICER

Title

9 7 9 3 3 7 7 5 1 1

Phone

Fax

jflagg@cityofbrenham.org

Email

Signature

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Name

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. *This limited representative cannot perform transactions.* If the Participant desires to designate a representative with inquiry rights only, complete the following information.

Name

Title

Phone

Fax

Email

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the day of , 20 .

Note: Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.

Name of Participant*

SIGNED

Signature*

Printed Name*

Title*

ATTEST

Signature*

Printed Name*

Title*

2. Delivery Instructions

Please return this document to **TexPool Participant Services:**

Email: texpool@dstsystems.com

Fax: 866-839-3291

TEX-REP

2 OF 2

1. Resolution (continued)

5. ATWOOD C. KENJURA MAYOR
Name Title
9 7 9 3 3 7 7 5 6 7 akenjura@cityofbrenham.org
Phone Fax Email

Signature

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

STACY HARDY
Name

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. *This limited representative cannot perform transactions.* If the Participant desires to designate a representative with inquiry rights only, complete the following information.

CYNTHIA LONGHOFFER ACCOUNTING MANAGER
Name Title
9 7 9 3 3 7 7 5 6 3 clonghofer@cityofbrenham.org
Phone Fax Email

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the 1 7 day of April, 2 0 2 5.

Note: Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.

CITY OF BRENHAM
Name of Participant*

SIGNED

Signature*
ATWOOD C. KENJURA
Printed Name*
MAYOR
Title*

ATTEST

Signature*
JEANA BELLINGER
Printed Name*
CITY SECRETARY
Title*

2. Delivery Instructions

Please return this document to **TexPool Participant Services:**

Email: texpool@dstsystems.com

Fax: 866-839-3291



City Council Regular Meeting
AGENDA ITEM 6.f

Agenda Item: **Approve the Ratification of the Use of Seizure Funds by the City of Brenham Police Department for Intrastate Prisoner Extradition by Lone Star Prisoner Transport, Inc. in the Amount of \$2,500.00 and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Date: April 17, 2025

Department: Police

Staff Contact: Steven Eilert, Police Lieutenant

SUMMARY STATEMENT:

The Brenham Police Department received notification of the apprehension of a person wanted in Brenham for various criminal offenses. The person was located in the state of South Carolina and a transport company was needed to extradite him back to Brenham for the pending criminal charges.

ATTACHMENTS:

None

RECOMMENDATION:

Approve the ratification of the use of seizure funds by the City of Brenham Police Department for the payment to Lone Star Prisoner Transport, Inc. for interstate extradition in the amount of \$2,500.00 and authorize the Mayor to execute any necessary documentation.



City Council Regular Meeting **AGENDA ITEM 6.g**

Agenda Item: **Approve the Purchase of a Precision Cut Fairway Mower for the City of Brenham Parks Department from Deere & Company Through Texas BuyBoard Contract No. 706-23 in the Amount of \$88,223.52 and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Date: April 17, 2025

Department: Public Works

Staff Contact: Dane Rau, Director of Public Works

SUMMARY STATEMENT:

This piece of equipment was listed in the Parks 5yr Capital Improvement Plan and will be funded through a Certificate of Obligation and is part of numerous pieces of equipment within Public Works that will be purchased within the next 3yrs.

This equipment will be used daily to maintain the grass fields within our park's system, specifically the fields at Hohlt Park, where there are 11 soccer fields and 8 baseball/softball fields. These are considered reel mowers that keep athletic fields in pristine shape and cut within 7/8 inch of the surface. This will be a replacement for an aging piece of equipment that is scheduled in our capital fleet equipment replacement plan. We also looked at Toro mowers in which a similar unit was quoted at \$95,232. This John Deere unit, going through TX Buyboard and with a governmental discount, can be purchased for \$88,223.52.

We normally specified Toro due to price and consistency, but with the difference in price and similar machines, we are starting to transition over to John Deere equipment.

We would respectfully ask Council to approve the purchase of the 8-foot precision cut fairway mower for the City of Brenham Parks Dept for the amount of \$88,223.52 to John Deere Ag and Turf SABD/ Governmental Sales through TX Buyboard and Authorize the Mayor to Execute Any Necessary Documentation

ATTACHMENTS:

1. John Deere Quote

RECOMMENDATION:

Approve the purchase of a Precision Cut Fairway Mower for the City of Brenham Parks Department from Deere & Company through Texas BuyBoard Contract No. 706-23 in the amount of \$88,223.52 and authorize the Mayor to execute any necessary documentation.



Selling Equipment

Quote Id: 32597904 Customer Name: CITY OF BRENHAM

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

King Ranch Ag & Turf
3715 S Sam Houston Pkwy E
Houston, TX 77047
713-943-7100
golf@king-ranch.com

Equipment Notes:

Hours:

Stock Number:

Contract: TX BuyBoard Grounds Mtn Equip, Irrigation
706-23 (PG 67 CG 70)

Price Effective Date: March 10, 2025

Suggested List *

\$ 114,576.00

Selling Price *

\$ 88,223.52

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
142HTC	7700A PrecisionCut Fairway Mower	1	\$ 87,627.00	23.00	\$ 20,154.21	\$ 67,472.79	\$ 67,472.79
Standard Options - Per Unit							
001A	United States and Canada	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
183E	JDLink™ Modem	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
0443	All Other countries (English/ Spanish)	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1190	2WD Traction Unit	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1209	Quick Adjust 7 (QA7) 10-blade Cutting Units	1	\$ 22,419.00	23.00	\$ 5,156.37	\$ 17,262.63	\$ 17,262.63
1305	76.2 mm (3-in.) Diameter Heavy Duty Grooved Disc Rollers	1	\$ 1,929.00	23.00	\$ 443.67	\$ 1,485.33	\$ 1,485.33
1401	QA7 Cutting Unit ONLY Counterweights	1	\$ 501.00	23.00	\$ 115.23	\$ 385.77	\$ 385.77
9756	(5) 22 In. Smooth Roller Scrapers	1	\$ 123.00	23.00	\$ 28.29	\$ 94.71	\$ 94.71
9871	ShadePro(TM) Canopy	1	\$ 1,977.00	23.00	\$ 454.71	\$ 1,522.29	\$ 1,522.29
Standard Options Total			\$ 26,949.00		\$ 6,198.27	\$ 20,750.73	\$ 20,750.73
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 114,576.00		\$ 26,352.48	\$ 88,223.52	\$ 88,223.52



City Council Regular Meeting **AGENDA ITEM 6.h**

Agenda Item: **Approve the Purchase of a Generac Mobile Generator for the City of Brenham Maintenance Department from Clifford Power Through Texas BuyBoard Contract No. 657-21 in the Amount of \$107,270.00 and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Date: April 17, 2025

Department: Maintenance

Staff Contact: Stephen Draehn, Maintenance Supervisor

SUMMARY STATEMENT:

The Maintenance Department is seeking Mayor and Council's approval to order one (1) Generac Mobile diesel engine-driven generator set MDG150DF4, consisting of the following features and accessories: Trailered Unit, 150KVA Rating @ 60Hz, Prime Duty Rating, four-position voltage selector switch (277/480VAC three-phase, 120/208VAC three-phase, 120/240VAC three-phase, and 120/240VAC single phase), CSA, standard alternator, variable speed cooling fan, tandem axle, surge brakes, pintle hitch, and trailer adapter.

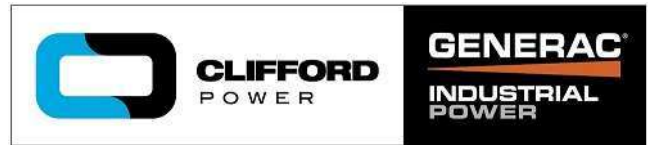
Staff obtained quotes for the portable generator from Clifton Power on BuyBoard contract 657-21 in the amount of \$107,270.00. The portable generator is capable of being used as an emergency backup in several different locations throughout the city should the need arise. The portable generator could be used for facilities such as Animal Shelter, 911 Communications, Central Warehouse, City Hall, Police, Fire, 911 Tower, Lift Stations, etc. Lead time for the portable generator is 12–18 weeks.

ATTACHMENTS:

1. Clifford Power - Generator Quote

RECOMMENDATION:

Approve the purchase of a Generac Mobile Generator for the City of Brenham Maintenance Department from Clifford Power using Texas BuyBoard Contract No. 657-21 in the amount of \$107,270.00 and authorize the Mayor to execute any necessary documentation.



Date: April 09, 2025

To: (CITY OF BRENHAM)

Attn: Stephen Draehn

BUYBOARD # 657-21

Reference: QUOTE REQUEST GENERAC MDG150DF4

QUOTE VALID 30 DAYS

\$107,270.00

Equipment Proposed:

Quantity 1 - Generac Mobile diesel engine-driven generator set **MDG150DF4**, consisting of the following features and accessories:

- Trailered Unit
- 150KVA Rating, 60Hz
- Prime Duty Rating
- **4-Position Voltage Selector Switch**
 - **277/480VAC Three Phase**
 - **120/208VAC Three Phase**
 - **120/240VAC Three Phase**
 - **120/240VAC Single Phase**
- CSA
- Standard Alternator
- Variable Speed Cooling Fan
- Standard Run Single Wall Tank
- Tandem Axle
- Surge Brakes
- 3 in. Pintle Ring Adjustable
- Trailer Adapter, Flat 4 to Round 7 Spade
- 4-Position Phase Selector Switch
- **MDG150DF4**

Project Management Services

- Factory load bank testing
- Freight Included to Site
- Dimensional drawings, Electrical drawings, Product specifications
- Production testing
- Technical assistance
- Operation and maintenance manuals for engine, generator

Notes

Estimated Delivery: **12-18 Weeks**
FOB: Jobsite

Terms and Conditions

The above price does not include fuel, off-loading, installation, or any sales or use tax. Price is valid for Thirty- (30) days. The terms listed are for services rendered during standard business hours (M-F 8:00am-5:00pm).

A detailed Bill of Materials is included. Please refer to the equipment spec sheets and installation drawings for additional information. Please contact us if this information, or any other documentation is needed.

THANK YOU FOR THE OPPORTUNITY TO QUOTE THIS PROJECT!

In signing this proposal, the buyer agrees to the [Terms & Conditions](http://www.cliffordpower.com/terms-conditions) (www.cliffordpower.com/terms-conditions) and the proposal terms listed above.

Sincerely,

Kody Sims
Clifford Power Systems
(817)247-0055
ksims@cliffordpower.com

Acceptance of Quote

Prior to ordering equipment or services, please sign and return as a confirmation of the above terms and conditions.

Customer Signature



City Council Regular Meeting **AGENDA ITEM 6.i**

Agenda Item: **Approve the Purchase of a Chevrolet Silverado 3500 Pickup Truck for the City of Brenham Gas Department from Lake Country Chevrolet Through The Interlocal Purchasing System (TIPS) Contract No. 240901 in the Amount of \$75,247.25 and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Date: April 17, 2025

Department: Maintenance

Staff Contact: Stephen Draehn, Maintenance Supervisor

SUMMARY STATEMENT:

The Gas Department is seeking Mayor and Council's approval to order one (1) 2025 Chevrolet Silverado 3500 Crew Cab Service Truck for fiscal year 2025 for day-to-day operations in the Gas Department. This truck will be replacing their current service truck currently in use by the Gas Department.

Staff obtained quotes for this vehicle from Silsbee Fleet Group on TIPS contract 24901 for Transportation Vehicles. The Interlocal Purchasing System (TIPS) is a National Cooperative Purchasing Program for use by member schools, colleges, universities, cities, counties, and other government entities in all 50 states as authorized by each entity's jurisdictional legal requirements.

The purchase will be with TIPS vendor 5426 - Lake Country Chevrolet. The purchase price for the 2025 Chevrolet Silverado 3500 Crew Cab Service Truck from Lake Country Chevrolet is \$75,247.25, which includes installation of the service body.

ATTACHMENTS:

1. Gas Department Service Truck Quote

RECOMMENDATION:

Approve the purchase of a Chevrolet Silverado 3500 Pickup Truck for the City of Brenham Gas Department from Lake Country Chevrolet through The Interlocal Purchasing System (TIPS) Contract No. 240901 in the amount of \$75,247.25 and authorize the Mayor to execute any necessary documentation.



PRODUCT PRICING SUMMARY

TIPS 240901 Transportation Vehicles

VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951

End User: CITY OF BRENHAM

Prepared by: SETH GAMBLIN

Contact: _____

Phone: 512.436.1313

Email: _____

Email: sgamblin.silsbeefleet@gmail.com

Product Description: CHEVRILET CAB/ CHASSIS 3500

Date: April 8, 2025

A. Bid Item: _____

A. Base Price: \$ **48,909.00**

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
CK31043	2025 SILVERADO 3500 CREW CAB	\$ -	Z82	TRAILERING PACKAGE	INC
G9Y	4WD DRW 60CA	\$ 2,175.00			
L8T	6.6L V8 GAS	\$ -			
MGM	10 SPEED AUTOMATIC TRANS	\$ -			
	POWER WINDOWS / LOCKS	\$ -	5N5	REAR CAMERA KIT	\$ 105.00
PCV	WT CONV PACKAGE	\$ 1,010.00	9L7	UPFITTER SWITCHES	\$ 150.00
	inc. POWER MIRRORS, KEYLESS				
	ENTRY, CRUISE			Tires, LT235/80R17E all-terrain, blackwall	
				Wheels, 17" (43.2 cm) painted steel	
Total of B. Published Options:					\$ 3,440.00

Published Option Discount (5%): \$ **(210.75)**

C. Options

\$= 42.6 %

Description	Bid Price	Options	Bid Price
		EXTERIOR- WHITE	
		INTERIOR- HG2 VINYL	
TRUX SERVICE BODY QUOTE 2962 60 CA	\$ 22,321.50		
Total of C. Unpublished Options:			\$ 22,321.50

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

\$ -

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

\$ 350.00

F. Contract Price Adjustment: _____

G. Additional Delivery Charge: 250 miles

\$ 437.50

H. Subtotal:

\$ 75,247.25

I. Quantity Ordered 1 **x H =**

\$ 75,247.25

J. Trade in: _____

\$ -

K. Total Purchase Price

\$ 75,247.25



City Council Regular Meeting
AGENDA ITEM 6.j

Agenda Item: **Approve the Renewal of the Microsoft Enterprise Agreement with Microsoft Corporation Affiliate SHI Government Solutions in the Amount of \$72,052.28, and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Date: April 17, 2025

Department: Information Technology

Staff Contact: Kevin Schmidt, IT Manager

SUMMARY STATEMENT:

The Microsoft Enterprise Agreement (MEA) is a three-year contract allowing the City of Brenham to maintain the usage of Microsoft software and licenses. This is the 6th renewal of the original MEA, which was executed in 2007. This renewal includes the Office 365 subscriptions for nearly all City employees. The total cost is \$72,052.28 per year for three years, to be paid annually. This is a decreased amount from previous agreements due to removal of certain items that are no longer needed.

ATTACHMENTS:

1. SHI Quote-26035493

RECOMMENDATION:

Approve the renewal of a three-year Microsoft Enterprise Agreement with Microsoft Corporation Affiliate SHI Government Solutions for \$72,052.28 per year and authorize the Mayor to execute any necessary documentation.



Pricing Proposal
Quotation #: 26035493
Created On: 4/3/2025
Valid Until: 4/30/2025

TX-City of Brenham

Kevin Schmidt

TX
United States
Phone: 979-337-7288
Fax:
Email: Kschmidt@cityofbrenham.org

Inside Account Manager

Jeidys Villafana

290 Davidson Ave
Somerset, NJ, 08873
Phone: | Toll Free: 888-394-5232 ext.:
6524741
Fax: 888-394-5322
Email: Jeidys_Villafana@SHI.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 CCAL Bridge O365 Sub Per User Microsoft - Part#: AAA-12414 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 5/1/2025 – 4/30/2026 Note: Year 1 of 3	270	\$19.80	\$5,346.00
2 Entra ID P2 GCC Sub Per User Microsoft - Part#: MQN-00001 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 5/1/2025 – 4/30/2026 Note: Year 1 of 3	2	\$84.00	\$168.00
3 O365 G1 FSA GCC Renewal Sub Per User Microsoft - Part#: 7R6-00001 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 5/1/2025 – 4/30/2026 Note: Year 1 of 3	32	\$86.88	\$2,780.16
4 O365 G1 GCC Sub Per User Microsoft - Part#: U4S-00002 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 5/1/2025 – 4/30/2026 Note: Year 1 of 3	13	\$108.72	\$1,413.36
5 O365 G3 FSA GCC Sub Per User Microsoft - Part#: AAA-11924 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 5/1/2025 – 4/30/2026 Note: Year 1 of 3	197	\$212.52	\$41,866.44
6 O365 G3 GCC Sub Per User Microsoft - Part#: AAA-11894	28	\$250.08	\$7,002.24

Contract Name: Adobe/Microsoft Software & Related Services
Contract #: DIR-CPO-5237
Coverage Term: 5/1/2025 – 4/30/2026
Note: Year 1 of 3

7	Power Automate GCC Sub Per User Microsoft - Part#: SFR-00001 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 5/1/2025 – 4/30/2026 Note: Year 1 of 3	1	\$163.08	\$163.08
8	SQL Server Standard Core ALng SA 2L Microsoft - Part#: 7NQ-00292 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 5/1/2025 – 4/30/2026 Note: Year 1 of 3	6	\$637.50	\$3,825.00
9	Teams AC with Dial Out US/CA GCC Sub Add-on Microsoft - Part#: NYH-00001 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 5/1/2025 – 4/30/2026 Note: Year 1 of 3	270	\$0.00	\$0.00
10	Win Server DC Core ALng SA 2L Microsoft - Part#: 9EA-00278 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 5/1/2025 – 4/30/2026 Note: Year 1 of 3	64	\$137.54	\$8,802.56
11	Win Server Standard Core ALng SA 2L Microsoft - Part#: 9EM-00270 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 5/1/2025 – 4/30/2026 Note: Year 1 of 3	32	\$21.42	\$685.44
			Subtotal	\$72,052.28
			Shipping	\$0.00
			Total	\$72,052.28

Additional Comments

Due to the potential impact of any current or future tariffs, the price and availability of hardware items on this quote may be subject to change.

Year 1 5/1/2025 - 4/30/2026 \$72,052.28

Year 2 5/1/2026 - 4/30/2027 \$72,052.28

Year 3 5/1/2027 - 4/30/2028 \$72,052.28

Total \$216,156.84

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



City Council Regular Meeting **AGENDA ITEM 6.k**

Agenda Item: **Approve the Submission of Documentation to Receive Funds, In the Amount of \$82,000.00, From the Coronavirus Response and Relief Supplemental Appropriation Act (CRRSAA) and American Rescue Plan Act (ARPA) as Administered Through the Texas Department of Transportation Aviation Division and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Date: April 17, 2025

Department: Development Services

Staff Contact: Jim Halley, Interim Airport Manager

SUMMARY STATEMENT:

Brenham Municipal Airport was allocated \$23,000 in Coronavirus Response and Relief Supplemental Appropriation Act (CRRSAA) funds in December of 2020 and \$59,000 in American Rescue Plan act (ARPA) funds in March of 2021. A grant with TxDOT was not signed at the time and both funds are expiring soon. Both programs were to provide relief during the COVID Pandemic and are eligible to reimburse airports for operating expenses dating back to January 2020 through the closing of the grant. There is no local match required for either – both are a reimbursement of eligible operating expenses already expended up to the amount of each grant. There is no local match or local expenditure required as these two programs were created to reimburse airports for operational expenses already incurred.

To initiate this process, the included forms need to be submitted to TxDOT. Once TxDOT receives them, they will transmit two grants to us for our execution, which we will bring to Council on May 1, 2025, and return them to TxDOT.

ATTACHMENTS:

1. ARPA Funding Application Form
2. CRRSAA Application Form

RECOMMENDATION:

Approve the submission of documentation to receive funds, in the amount of \$82,000.00, from the Coronavirus Response and Relief Supplemental Appropriation Act (CRRSAA) and American Rescue Plan Act (ARPA) as administered through the Texas Department of Transportation Aviation Division and authorize the Mayor to execute any necessary documentation.



**TxDOT Aviation
Request for FY2021
Airport Rescue Grant Program Funding**

Form AVN-556
(9/21)
Page 1 of 1

I Atwood C. Kenjura, Mayor, duly authorized
State your full name Title

agent for City of Brenham , hereby submit this request for Airport Rescue
Name of Entity

Grant funding through the American Rescue Plan Act, ARPA Brenham Municipal
Name of Airport

in the amount of \$ 59,000.00 to be used for costs related to operations, personnel, cleaning, sanitization,
janitorial services, combating the spread of pathogens at the airport, and debt service payments.

Name and contact information of person to be contacted on matters involving this request for funding:

Name: Jim Halley

Title: Interim Airport Manager

Phone number: 979-337-7232

Email address: jhalley@cityofbrenham.org

☒ ***By checking this box and submitting this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

****The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.**



TxDOT Aviation
Request for FY2021 Airport Coronavirus Response Grant Program

Form AVN-555
(Rev. 5/21)
Page 1 of 1

I Atwood C. Kenjura, Mayor, duly authorized
State your full name Title

agent for City of Brenham , hereby submit this request for Coronavirus
Name of Entity

Response and Relief Supplemental Appropriation Act, CRRSAA, distributed through the FAA's Airport Coronavirus
Response Grant Program (ACRGP), funding for Brenham Municipal
Name of Airport

in the amount of \$ 23,000.00 to be used for costs related to operations, personnel, cleaning, sanitization,
janitorial services, combating the spread of pathogens at the airport, and debt service payments.

Name and contact information of person to be contacted on matters involving this request for funding:

Name: Jim Halley

Title: Interim Airport Manager

Phone number: 979-337-7232

Email address: jhalley@cityofbrenham.org

☒ ***By checking this box and submitting this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)****

The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.



City Council Regular Meeting **AGENDA ITEM 7**

Agenda Item: **Public Hearing, Discussion, and Possible Action on an Ordinance on its First Reading Amending Appendix A - Zoning of the Code of Ordinances of the City of Brenham, Texas (Case No. TEXT AMEND-25-001) to Include:**

- **Appendix A: Zoning, Part I, Division 1, Section 5.02, Definitions, to Define Smoke Shop and Vape Shop Uses, to Include Distance Requirements; and**
- **Appendix A: Zoning, Part II, Division 2, Section 4.02, Permitted Uses Within the B-2 Commercial, Research and Technology District, to Include Smoke Shop and Vape Shop as Permitted Uses**

Meeting Date: April 17, 2025

Department: Development Services

Staff Contact: Shauna Laauwe, City Planner

SUMMARY STATEMENT:

Please see the attached Staff Report for details regarding the proposed text amendments.

The Planning and Zoning Commission held a public hearing on this item during their rescheduled meeting on Monday, April 7, 2025. During the public hearing, no one from the public came forward to speak. After the public hearing and discussion, the Planning and Zoning Commission unanimously (6-0) recommended approval of the text amendment request.

ATTACHMENTS:

1. Staff Report - Vape and Smoke Shop Text Amendments
2. Ordinance on Its First Reading - Zoning Text Amendment Smoke/Vape Shops

RECOMMENDATION:

Approve an Ordinance on its First Reading Amending Appendix A - Zoning of the Code of Ordinances of the City of Brenham, Texas (Case No. TEXT AMEND-25-001) to Include:

- Appendix A: Zoning, Part I, Division 1, Section 5.02, Definitions, to Define Smoke Shop and Vape Shop Uses, to Include Distance Requirements; and
- Appendix A: Zoning, Part II, Division 2, Section 4.02, Permitted Uses Within the B-2 Commercial, Research and Technology District, to Include Smoke Shop and Vape Shop as Permitted Uses



CASE NUMBER: TEXT AMEND-25-001
TEXT AMENDMENTS TO ZONING REGULATIONS

REQUEST:

The City of Brenham initiated this request to amend the City of Brenham's Code of Ordinances, Appendix A: Zoning to create two (2) definitions in Section 5.02, Definitions, to define Smoke Shop and Vape Shop uses, and; to amend Section 4.02, Permitted uses within the B-2, Commercial, Research, and Technology District to include the two new defined uses within the list of permitted uses:

- Appendix A: Zoning, Part I, Division 1, Section 5.02, instating proposed definitions to Smoke Shop and Vape Shop uses, to include distance requirements; and
- Appendix A: Zoning, Part II, Division 2, Section 4.02, regarding the addition of Smoke Shop and Vape Shop uses to the list of permitted uses within the B-2, Commercial, Research and Technology District.

BACKGROUND:

The Zoning Ordinance is a living document that requires revisions from time to time to reflect new codes, make corrections, revise/add new definitions, to allow for new uses or perhaps remove uses that are no longer seen as compatible within a particular zoning district or development pattern. The City of Brenham has seen an increase in the number of permits for vape and smoke shops, with currently seven (7) such businesses that are currently an undefined use and have been simply regarded as a general retail use in all commercial zoning districts to include the B-1, Local Business/Residential Mixed-Use District and the B-3 and B-4 Downtown districts. This text amendment request is to add use definitions for smoke shops and vape shops and to designate them as permitted uses in the B-2, Commercial, Research and Technology District.

Electronic cigarettes, also known as e-cigarettes and vapes, come in a variety of shapes and sizes, with components that typically include a battery, a heating element, and a place to hold liquid. The liquid, that may contain nicotine, flavorings, and other chemicals, is heated to make an aerosol that is breathed into the lungs.¹ Though considered smokeless, bystanders may also breathe in the aerosol when the user exhales into the air.² It has also been found that since 2014, e-cigarettes have been the most used tobacco product among youth and young adults.³ In addition, the Centers of Disease Control studies show that e-cigarettes appeal to young people due to flavoring and taste, curiosity, and low perceptions of harm. Due to concerns of the growing number of vape and smoke shop businesses that have formed over the last few years, many Texas communities have adopted ordinances restricting vape shops and similar tobacco businesses based on the concerns for the health, safety and welfare of their residents. In 2023, State laws were enacted that prohibit vaping in public schools and regulated the use of vape products to individuals

¹ Centers for Disease Control and Prevention. (2024). About E-Cigarettes

² Ibid.

³ Centers for Disease Control and Prevention. (2023). E-Cigarette Use Among Youth and Young Adults. A Report of the Surgeon General. https://www.cdc.gov/tobacco/sqr/e-cigarettes/pdfs/2016_sqr_entire_report_508.pdf

over the age of 21. The current 89th Texas Legislature Session has seen many bills introduced that could potentially enact minimum distances of vape and smoke shops from uses such as public schools, churches, similar uses, and residential neighborhoods.

In researching municipal vape shop regulations, city staff compared the requirements of seven cities throughout Texas. Please refer to Appendix A that summarizes the explicit standards regarding vape and tobacco shops that have been adopted in the researched cities since 2023. The regulations found are comparable to one another as each municipality amended their zoning or unified develop codes to define vape shop use, with some also defining and restricting “smoke shops” and “lounges.” The City of Sugar Land banned new vape shops, smoke shops and hookah bars outright and grandfathered existing affected shops with limits on expansions. However, most municipalities chose to place location buffers on such businesses, from between 300 to 1,000 feet from public and private schools, churches, and similar establishments, with some also restricted distances from single-family zoned property, hospitals and public parks. Lastly, about half of the municipalities researched placed limited hours of operation, with none having a closing time later than 10PM.

After reviewing the research and considering the needs and opportunities within the City of Brenham, Staff recommends that smoke shops and vape shops should be categorized as defined uses rather than general retail uses. This is accomplished by adding a definition for each use in Appendix A: Zoning Ordinance under Section 5.02 and then listing the use as either a permitted or a specific use within a zoning district. Given the health effects and studies showing the prevalence of e-cigarette use in youth, the tendency of such shops to be near one another, and recent State Laws, staff finds that smoke shop and vape shop uses should be listed as permitted uses only in the B-2, Commercial, Research, and Technology District. As permitted uses in the B-2 District, the uses would be limited to the B-2 District and the I, Industrial District, which allows all permitted commercial uses. Gas stations and convenience stores, which are only allowed by right in the B-2 District, also sell vape and smoking products. This provision would protect the Historic Downtown and residential areas as smoke shop and vape shop uses would not be allowed in the B-1, Local Business and Residential Mixed-Use District, or in the downtown districts that include the B-3, Historical Central Business District and B-4 Neighborhood Business District. Existing smoke and vape shops in the B-1, B-3, or B-4 Districts would become legally nonconforming uses. In addition, the proposed definitions also include use distance requirements that are like those imposed by the Texas Alcoholic and Beverage Commission (TABC) for alcohol and liquor sales. Lastly, it should be noted that limitations on the hours of operation are not recommended, and that lounge uses, such as cigar or hookah lounges, are not affected by these proposed regulations as they are establishments for on-premises consumption by adults that are 21 or older and not solely for the sale of e-cigarettes or tobacco products.

Please see below for a summary of the reasoning behind each amendment and the attached Exhibits for the proposed ordinance edits to include deletions and additions.

Proposed Amendments:

Appendix A: Zoning, Part I, Division 1, Section 5.02, instating proposed use definitions to Smoke Shop and Vape Shop uses, to include distance requirements:

- **(Section 5.02) [Definitions.]**
 - ***Smoke Shop:*** A retail outlet whose main purpose is selling tobacco products, as that term is defined by the Food and Drug Administration, and smoking equipment for off-site consumption. Smoke shops shall have a minimum distance (from property lines) of 300 feet from a single-family residential use; and 1,000 feet from public or private schools, public

parks, religious facility, public hospital, day care facility, and from another smoke shop or vape Shop that is in current operation.

- **Vape Shop:** A retail outlet whose main purpose is selling vaping products for off-site consumption. Vaping means using a vaporizer or inhalant-type device, also known as an electronic cigarette, that contains a power source and heating element designed to heat a substance and inhaling the vapor of the device directly through the mouth, whether or not the vapor contains nicotine. Vape shops shall have a minimum distance (from property lines) of 300 feet from a single-family residential use; and 1,000 feet from public or private schools, public parks, religious facility, public hospital, day care facility, and from another vape shop or smoke shop that is in current operation.

Appendix A: Zoning, Part II, Division 2, Section 4.02, addition of Smoke Shop and Vape Shop uses to the list of permitted uses within the B-2, Commercial, Research and Technology District.

- Sec. 4. B-2 Commercial, Research and Technology District

(Sec. 4.01) Purpose. The B-2 District is established as a mixed-use district to preserve and to protect appropriate locations for existing light industry. It is also designed to include new high-tech commercial uses such as technical laboratories, computer centers, engineering/ operations and research facilities that will benefit from direct access and/or close proximity to highway routes, while providing safe and convenient locations for multifamily uses through the strict enforcement of performance standards.

(Sec. 4.02) Permitted uses:

- (25) **Smoke Shop.**
- (26) Upholstering shops which may involve furniture manufacturing.
- (27) **Vape Shop.**
- (28) Veterinarian or animal hospital.
- (29) Wholesale establishments and warehouses.
- (30) Uses similar to the abovementioned permitted uses, provided activities conducted observe applicable performance standards as provided in Part II, Division 2 of this ordinance.
- (31) Accessory buildings and uses customarily incident to any of the above uses, provided that such uses observe applicable performance standards as provided in Part II, Division 2 of this ordinance.

ANALYSIS:

As cited in the city's adopted Zoning Ordinance, site development standards are established for the purpose of promoting and protecting the health, safety, morals and general welfare of the residents, citizens, and inhabitants of the City of Brenham and for the protection and preservation of the small-town character of Brenham. This includes Brenham's historical places, places of cultural importance and places that reflect the predominant community values as reflected in the City's Comprehensive Plan.

The City of Brenham's Comprehensive Plan titled Historic Past, Bold Future: Plan 2040 was adopted in September 2019 and serves as the City's guiding document in determining zoning and land uses decisions.

Adopted with the Comprehensive Plan is the Future Land Use Plan and the establishment of use-specific land use policies, general city-wide land use policies, standards which produce a quality neighborhood, and guiding principles. Staff finds that Guiding Principle # 1 from Plan 2040 (page 12) is relevant to this text amendment request: "Brenham will emphasize QUALITY as it grows, ensuring growth is managed in a way that adds value to the city, while also strengthening existing neighborhoods and commercial areas." The Comprehensive Plan also highlights the importance of maintaining the historic downtown district and a goal to improve commercial corridors. Staff finds that the proposed text amendments to define Smoke Shops and Vape Shops and to designate the uses as permitted uses in the B-2 District will build upon Downtown's success, maintain Brenham's "small town feel," support a healthy active community, and preserve the corridor appearance. These proposed text amendments are in line with the vision of the Comprehensive Plan.

PUBLIC COMMENTS:

The Notice of Public Hearing for the proposed Text Amendment was published in the Brenham Banner on March 23, 2025. Any public comments submitted to staff will be provided prior to the Planning and Zoning Commission and City Council prior to their decision on the matter.

STAFF RECOMMENDATION:

Staff recommends **approval** to amend Appendix A: Zoning, Part I, Division 1, Section 5.02, instating proposed definitions to Smoke Shop and Vape Shop uses, to include distance requirements; and Appendix A: Zoning, Part II, Division 2, Section 4.02, regarding the addition of Smoke Shop and Vape Shop uses to the list of permitted uses within the B-2, Commercial, Research and Technology District.

Attachments:

1. Exhibit "A": Proposed Amendments to Appendix A: Zoning, Part I, Division 1, Section 5.02
2. Exhibit "B": Proposed Amendments to Appendix A: Zoning, Part II, Division 2, Section 4.02
3. Exhibit "C": Vape and Smoke Shop zoning ordinance research from Texas municipalities

Exhibit "A"

Appendix A. Zoning

Part I. General Provisions.

Chapter 5. Definitions and interpretation.

(Section 5.02) **[Definitions.]** The following definitions shall apply in the interpretation and the enforcement of this ordinance:

Smoke Shop: A retail outlet whose main purpose is selling tobacco products, as that term is defined by the Food and Drug Administration, and smoking equipment for off-site consumption. Smoke shops shall have a minimum distance (from property lines) of 300 feet from a single-family residential use; and 1,000 feet from public or private schools, public parks, religious facility, public hospital, day care facility, and from another smoke shop or vape Shop that is in current operation.

Vape Shop: A retail outlet whose main purpose is selling vaping products for off-site consumption. Vaping means using a vaporizer or inhalant-type devise, also known as an electronic cigarette, that contains a power source and heating element designed to heat a substance and inhaling the vapor of the device directly through the mouth, whether or not the vapor contains nicotine. Vape shops shall have a minimum distance (from property lines) of 300 feet from a single-family residential use; and 1,000 feet from public or private schools, public parks, religious facility, public hospital, day care facility, and from another vape shop or smoke shop that is in current operation.

Exhibit "B"

Appendix A. Zoning

Part II. District Regulations

Division 2. Zoning District Regulations

Section 4. B-2 Commercial, Research and Technology District

Sec. 4. B-2 Commercial, Research and Technology District

(Sec. 4.01) Purpose. The B-2 District is established as a mixed-use district to preserve and to protect appropriate locations for existing light industry. It is also designed to include new high-tech commercial uses such as technical laboratories, computer centers, engineering/operations and research facilities that will benefit from direct access and/or close proximity to highway routes, while providing safe and convenient locations for multifamily uses through the strict enforcement of performance standards.

(Sec. 4.02) Permitted uses:

(Nonresidential uses)

- (1) Permitted uses in B-1.
- (2) Apparel and other products assembled from finished textiles.
- (3) Automobile/vehicular uses (including boats, mobile homes, motorcycles, motor homes, camper trailers, and other vehicles) such as:
 - (a) Paint and body shops or upholstery shops.
 - (b) Automobile (car) wash.
 - (c) Parts sales.
 - (d) Service stations.
 - (e) Repair and service garage.
 - (f) Tire sales.
 - (g) Vehicular sales and rentals.
 - (h) Vehicular storage.
- (4) Bakeries, wholesale.
- (5) Building material storage yards or lumber yards.
- (6) Brewpub and micro distillery or craft distillery.
- (7) Candy and jewelry manufacturing.

- (8) Carpentry, painting, tin smithing or welding shops.
- (9) Cemeteries.
- (11) Creamery, ice cream manufacturing and dairy operations.
- (12) Drugs and pharmaceutical products manufacturing.
- (13) Educational institutions (private).
 - (a) Business and trade schools.
 - (b) Accredited elementary and secondary schools.
 - (c) Colleges and universities.
- (14) Electronic products manufacturing.
- (15) Farm implement display and salesroom.
- (16) Hospitals, acute and/or chronic care, nursing homes or convalescent homes, assisted living facilities and medical clinics.
- (17) Mini-storage lots, enclosed.
- (18) Plumbing shops for retail or wholesale distribution of fixtures, fittings and bathroom accessories, and similar uses involving stone, clay and blocks, etc. that require outside storage generally as permitted in the B-2 District (see applicable performance standards in Part II, Division 1, Section 11(5), Open Storage).
- (19) Printing, engraving and newspaper plants.
- (20) Private clubs on a site of three (3) acres or more.
- (21) Research, development labs and offices.
- (22) Retirement villages on site areas of two (2) acres or more.
- (23) Radio or television broadcasting towers and stations or studios.
- (24) Shopping centers, retail stores, general sales and services, on a site of three (3) acres or more.
- (25) **Smoke Shop.**
- (26) Upholstering shops which may involve furniture manufacturing.
- (27) **Vape Shop.**
- (28) Veterinarian or animal hospital.
- (29) Wholesale establishments and warehouses.
- (30) Uses similar to the abovementioned permitted uses, provided activities conducted observe applicable performance standards as provided in Part II, Division 2 of this ordinance.
- (31) Accessory buildings and uses customarily incident to any of the above uses, provided that such uses observe applicable performance standards as provided in Part II, Division 2 of this ordinance.

Exhibit “C”

Researched Texas cities that have updated their zoning ordinances regarding Vape and Smoke shops since 2023.

City of Allen

- **New regulations made for “Smoke Shops”** The Allen Land Development Code (ALDC), the document that guides how Allen’s land is and isn’t allowed to be used, has been updated to include a new definition of and new regulations for Smoke Shops.
- The new definition of a Smoke Shop, as it appears in the ALDC, is as follows: *Smoke Shop means a retail establishment utilized primarily for the sale of cigarettes, electronic cigarettes, vapes, cigars, tobacco, pipes, and other smoking supplies. On-site smoking or consumption is prohibited.*
- In addition to prohibiting minors from entering a Smoke Shop without the accompaniment of an adult, the following location requirements for a Smoke Shop will also be established:
- Must be at least 300 feet from a single-family zoned property, religious facility, public hospital or day care facility;
- At least 1,000 feet from a public, private, or parochial school;
- At least 1,000 feet from another Smoke Shop that is in current operation.

City of Rosenberg

- Requires licenses, annual inspections from law enforcement, fire marshal, and building officials.
- At least 2,000 feet from schools, churches, parks, daycare centers, and similar establishments.
- Shop hours 10am-10pm. No one under the age of 21 is allowed in store.

City of Galveston

- **Vape Shop** means a retail establishment primarily engaged in the sale of electronic nicotine delivery systems (ENDS), vaporizers, electronic cigarettes, and related accessories. This includes but is not limited to devices, liquids, cartridges, and other products designed for the purpose of inhaling aerosolized substances. This definition does not include establishments in which the sale of vaping products is incidental to the primary business activity.
- Vape shops must be at least 300 feet from schools, hospitals, and childcare facilities.
- Hours 7 AM – 10 PM

City of Sugar Land- Ordinance No. 2333

- Banned new smoke shops, vape shops and hookah bars
- Existing shops are grandfathered with development code limits on expansions.

City of La Porte

- Amended zoning code to add a new classification for e-cigarette and vape stores.
- Placed a moratorium in April 2024 until ordinance was adopted in August 2024.

City of Leander

- Updated definitions, added uses and criteria for vape shops and smoke lounges.,
- Retail use as local commercial. Lounges, such as Hookah lounges considered Heavy Commercial.
- 1,000 feet from public or private schools.
- **Lounge means** any establishment or place of business in which patrons consume alcohol, smoke tobacco products, smoke hookah, or use vape products.
- **Smoke Shop** means a retail outlet whose main purpose is selling tobacco products, as that term is defined by the Food and Drug Administration, and smoking equipment.
- **Vape Shop** means a retail outlet whose main purpose is selling vaping products. Vaping means using a vaporizer or inhalant-type device, also known as an electronic cigarette, that contains a power source and heating element designed to heat a substance and inhaling the vapor of the device directly through the mouth, whether or not the vapor contains nicotine.

Included in the packet for City of Leander:

City	Category - Sales Only	Zoning Districts	Category - On site consumption	Zoning Districts
City of Kyle	Retail (Tobacco Sales)	CBD-2 (Central Business District 2) RS (Retail and Services District) W (Warehouse District) C/M (Construction and Manufacturing District) NC (Neighborhood Commercial District) CC (Community Commercial District) MXD (Mixed use Development District)		
City of Round Rock	Retail Sales and Services	C-1 (General Commercial) C-1a (General Commercial - Limited) C-2 (Local Commercial) OF-2 (Mid-Rise Office) BP (Business Park) MU-1 (Mixed-Use Historic Commercial Core) MU-2 (Mixed-Use Downtown Medium Density) MU-L (Mixed Use Limited) MU-R (Mixed-Use Redevelopment and Small Lot) MU-G (Mixed-Use Greenfield and Large Lot)		
City of Cedar Park	Retail	NB (Neighborhood Business) LB (Local Business) GB (General Business) HC (Heavy Commercial) MU (Mixed Use) PA (Planning Area) EC (Entertainment Center)		
City of Pflugerville	Retail Sales and Services	Office (O) Neighborhood Services (NS) Retail (R) General Business 1 (GB1) General Business 2 (GB2) Campus industrial (CI)	Lounge	General Business 1 (GB1) General Business 2 (GB2)
City of Georgetown	Personal Services, Restricted	C1 (Local Commercial (S)) C3 (General Commercial (P)) (MUDT Mixed Use Downtown(S))		
City of Hutto	Retail	B-1 (commercial: local/neighborhood) B-2 (commercial: general) T-4 (General urban) T-5 (Urban Center) OT-4T (Transition) OT-5H (Historic) OT-5C (Co-op) SD-A (Arterial)		

City of Nacogdoches

- SUP in general business zones, permitted use in Industrial districts.
- 1,000' from church, school, public park, hospital, or another smore or vape shop

Vape Shop definitions:

A smoke shop is a store that sells tobacco products, such as cigarettes, cigars, and pipe tobacco. A vape shop is a store that specializes in the sale of electronic cigarettes and related vaping devices. While some smoke shops also sell vaping products, the two types of stores are typically distinct from one another.

Vaping Products in the Vape Shop

Vape stores specialize in catering to the rapidly growing vaping community. With a distinct emphasis on electronic alternatives, vape stores have become synonymous with innovation in the smoking industry, offering a modern and evolving product range to meet the dynamic demands of consumers.

Here are some of the common products vape stores mainly focus on:

- Vape Pens
- Box Mods
- Pod Systems
- Nicotine E-Liquids
- CBD E-Liquids
- THC Cartridges
- Vape Accessories

Vape stores serve as hubs for innovation, providing a comprehensive range of products that reflect the dynamic landscape of the vaping industry, ensuring customers have access to the latest and most diverse vaping experiences.

<https://www.ovvihq.com/blogs/difference-between-a-vape-shop-and-a-smoke-shop>

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS, AMENDING APPENDIX A – “ZONING”, OF THE CODE OF ORDINANCES BY AMENDING PART I, SECTION 5.02 – DEFINITIONS TO ADD THE DEFINITIONS OF “SMOKE SHOP” AND “VAPE SHOP;” AMENDING PART II, DIVISION 2, SECTION 4.02, REGARDING THE ADDITION OF SMOKE SHOP AND VAPE SHOP TO THE LIST OF PERMITTED USES WITHIN THE B-2, COMMERCIAL, RESEARCH AND TECHNOLOGY DISTRICT ; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PROPER NOTICE AND OPEN MEETINGS.

WHEREAS, the City of Brenham has adopted Appendix A – “Zoning” of the Code of Ordinances which regulate land uses and their physical development standards in Brenham; and

WHEREAS, the City Council recognizes that the adopted Comprehensive Plan: Historic Past, Bold Future: Plan 2040, Guiding Principle #1 states “Brenham will emphasize QUALITY as it grows, ensuring growth is managed in a way that adds value to the city, while also strengthening existing neighborhoods and commercial areas;” and

WHEREAS, the City Council recognizes the need from time to time to amend these regulations to help protect the integrity of Brenham’s historic downtown district and improve commercial corridors; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Brenham, Texas have published notices and conducted public hearings regarding the request to amend Appendix A – “Zoning” of the Code of Ordinances; and

WHEREAS, all persons desiring to comment on the proposal were given full and complete opportunity to be heard; and

WHEREAS, this amendment was recommended for approval by the City of Brenham Planning and Zoning Commission during the scheduled meeting held on April 7, 2025; and

WHEREAS, the City Council deems it appropriate to approve the requested amendments to Appendix A – “Zoning” of the Code of Ordinances;

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

SECTION 1.

That Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham, Texas Part I, Section 5.02, Definitions, is hereby amended by adding the definitions for “Smoke Shop” and “Vape Shop” to read as follows:

Smoke Shop: A retail outlet whose main purpose is selling “tobacco products,” as that term is defined by the Food and Drug Administration in Title 21 C.F.R. § 11.003, as may be amended, and smoking equipment for off-site consumption or use. Smoke Shops shall have a minimum distance (measured in a direct line from the nearest property line to nearest property line) of 300 feet from a single-family residential use; and 1,000 feet from any public or private school, public park, religious facility, public hospital, day care facility, and any Smoke Shop or Vape Shop that is in current operation.

Vape Shop: A retail outlet whose main purpose is selling vaping products for off-site consumption or use. Vaping means using a vaporizer or inhalant-type device, also known as an electronic cigarette, that contains a power source and heating element designed to heat a substance for inhaling the vapor of the device directly through the mouth, whether or not the vapor contains nicotine. Vape Shops shall have a minimum distance (measured in a direct line from the nearest property line to nearest property line) of 300 feet from a single-family residential use; and 1,000 feet from any public or private school, public park, religious facility, public hospital, day care facility, and any Vape Shop or Smoke Shop that is in current operation.

SECTION 2.

That Appendix A – Zoning, Part II, Division 2, Section 4.02 of the Code of Ordinances of the City of Brenham, Texas, is hereby amended to read as follows:

Sec. 4. B-2 Commercial, Research and Technology District

(Sec. 4.01) Purpose. The B-2 District is established as a mixed-use district to preserve and to protect appropriate locations for existing light industry. It is also designed to include new high-tech commercial uses such as technical laboratories, computer centers, engineering/ operations and research facilities that will benefit from direct access and/or close proximity to highway routes, while providing safe and convenient locations for multifamily uses through the strict enforcement of performance standards.

(Sec. 4.02) Permitted uses:

...

- (25) Smoke Shop.
- (26) Upholstering shops which may involve furniture manufacturing.
- (27) Vape Shop.
- (28) Veterinarian or animal hospital.
- (29) Wholesale establishments and warehouses.
- (30) Uses similar to the abovementioned permitted uses, provided activities conducted observe applicable performance standards as provided in Part II, Division 2 of this ordinance.
- (31) Accessory buildings and uses customarily incident to any of the above uses, provided that such uses observe applicable performance standards as provided in Part II, Division 2 of this ordinance.

SECTION 3. **REPEALER CLAUSE**

Any other ordinance or parts of ordinances in conflict with this Ordinance are hereby expressly repealed.

SECTION 4. **SAVINGS**

All provisions of any ordinance, resolution, or other action of the City in conflict with this Ordinance are hereby repealed to the extent they are in conflict. Any remaining portions of said ordinances, resolutions or other actions shall remain in full force and effect.

SECTION 5. **SEVERABILITY**

Should any section, subsection, sentence or clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentences, clauses and phrases remaining should any provision be declared unconstitutional or invalid.

SECTION 6.
EFFECTIVE DATE

This Ordinance shall become effective upon adoption and publication as required by law.

SECTION 7.
PROPER NOTICE AND MEETINGS

It is hereby officially found and determined that the meetings at which this Ordinance was passed were open to the public as required and that public notice of the time, place, and purpose of said meetings were given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED and **APPROVED** on its first reading this the __ day of ____, 2025.

PASSED and **APPROVED** on its second reading this the __ day of ____, 2025.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



City Council Regular Meeting **AGENDA ITEM 8**

Agenda Item: Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending the City of Brenham's FY24-25 Adopted Budget

Meeting Date: April 17, 2025

Department: Finance

Staff Contact: Julie Flagg, Chief Financial Officer

SUMMARY STATEMENT:

The Finance Department is recommending the following budget amendment to reflect the 2025 bond proceeds and related capital purchases, revenues/transfers/expenditures associated with the Smithsonian Museum on Main Street (MoMS) exhibit, purchases from the Capital/Non Routine Fund, and budget items moved from FY24 to FY25. Please see attached memo and financial exhibits for full details. Highlights are listed below:

TOURISM & MARKETING FUND 249 - Net effect is to decrease budgeted fund balance by \$50,100, primarily due to carryover of a FY24 budget item. Budgeted expenditures are increasing due to the Hotel Association billboard expenditure and due to MoMS expenditures, which were funded by donations and a contribution by the County. Revenues and Transfers In are increasing due to MoMS donations and County funding towards both the MoMS exhibit and the Geiger expenditure. A capital expenditure for AV upgrades at The Barnhill Center is being carried over from the FY24 budget.

CAPITAL/NON ROUTINE FUND 236 - Net effect is to decrease budgeted fund balance by \$243,385 due to capital purchases. These purchases are funded by the \$950,000 General Fund 101 FY24 Above Budget Net Revenue (ABNR) that was transferred into this fund.

GENERAL GOVERNMENT CAPITAL PROJECTS FUND 270 - Net effect is to increase budgeted fund balance by \$2,016,000, which will be used to fund FY26 and FY27 General Fund capital purchases. This amount is the net of \$3,100,000 in bond proceeds less the FY25 planned capital purchases of \$1,084,000.

ATTACHMENTS:

1. Memo - FY25 Budget Amendment
2. Ordinance FY25 Budget Amendment1
3. Exhibit A - FY25 Budget Amendment Summary

RECOMMENDATION:

Approve an Ordinance on its first reading amending the City of Brenham's FY24-25 adopted budget.



MEMORANDUM

To: City Council and City Manager

From: Julie Flagg
Chief Financial Officer

Subject: FY2024-25 Budget Amendment #1

Date: April 11, 2025

The purpose of this memo is to summarize the proposed budget amendment to the FY2024-25 Budget. This amendment is necessary due to transactions that were unforeseen or uncertain when the FY2024-25 Budget was adopted.

Fund 249 Tourism & Marketing Fund

- Net decrease to budgeted fund balance of \$50,100, due to carryover of FY24 budget item.
- \$18,000 increase to Miscellaneous Revenue, for a total budget of \$20,000 for County funding towards the Geiger tourism expenditure.
- \$25,000 increase to Tourism Events Revenue for County funding towards the Museum on Main Street exhibit.
- \$45,500 Transfer In from the Brenham Community Projects Fund for donations received for the Museum on Main Street exhibit.
- \$15,600 expenditure for the Hotel Association billboard.
- Capital expenditure of \$52,500 for The Barnhill Center AV upgrade. This item was carried over from the FY24 budget.
- \$70,500 increase in Tourism Events expenditures for the Museum on Main Street exhibit. These expenditures were funded through donations and the County contribution.

Fund 236 Capital/Non Routine Fund

- Net decrease to budgeted fund balance of \$243,385. This amount is funded from the FY24 Above Budget Net Revenue (ABNR) transfer of \$950,000.
- \$57,590 for the purchase of Christmas Lights for the Main Street area of downtown.
- \$51,722 for the replacement of a damaged shade structure at the aquatic center.
- \$19,707 for the purchase of a replacement Lazer Liner for the Parks Department. This item was on the Capital Plan for a future year but has broken beyond repair. It is a critical piece of equipment to prepare fields for games and tournaments.
- \$114,366 for the purchase of two (2) police vehicles. These vehicles were budgeted in FY24 but were not delivered until FY25.

Fund 270 General Govt Capital Projects Fund

- Net increase to budgeted fund balance of \$2,016,000, to be used for FY26 and FY27 capital purchases.
- \$3,100,000 net bond proceeds, as mentioned in the FY25 budget workshops.
- \$571,000 capital purchases of vehicles and large equipment for the Streets Department.
- \$100,500 capital purchase of equipment for the Streets Department.
- \$48,500 capital purchase of a vehicle for the Maintenance Department.
- \$206,000 capital purchases of equipment for the Maintenance Department.
- \$158,000 capital purchases of equipment for the Parks Department.

ORDINANCE NO. O-

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS AMENDING THE FY2024-25 ADOPTED BUDGET; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Brenham, Texas has previously approved a budget for the fiscal year ending September 30, 2025, after having filed the same with the City Secretary and after holding public hearings on same, all after due notice as required by statute; and

WHEREAS, due to unforeseen circumstances and/or conditions, the City Council finds it is necessary to amend the FY2024-25 Budget for municipal purposes;

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

SECTION 1.

That the City Council of the City of Brenham, Texas, does hereby amend the budget for the City of Brenham, Texas for the fiscal year ending September 30, 2025, as shown on Exhibit A.

SECTION II.

This Ordinance shall take effect as provided by State Law and the Charter of the City of Brenham, Texas.

PASSED and APPROVED on its first reading this ____ day of April 2025.

PASSED and APPROVED on its second reading this ____ day of May 2025.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

**CITY OF BRENHAM
FY2024-25 ADOPTED BUDGET
BUDGET AMENDMENT #1
EXHIBIT A**

FUND	PAGE NUMBER	REVENUES	GRANT	TRANSFERS-IN	OPERATING	TRANSFERS-OUT	NET CHANGE
		(INC)/DEC	REVENUES		EXPENDITURES		TO FUND
		(INC)/DEC	(INC)/DEC	(INC)/DEC	INC/(DEC)	INC/(DEC)	(INC)/DEC
249 TOURISM & MARKETING FUND	1	(43,000)	-	(45,500)	138,600	-	50,100
236 CAPITAL/NON ROUTINE FUND	2	-	-	-	243,385	-	243,385
270 GEN GOVT CAP PROJECTS FUND	3	-	-	-	1,120,287	(3,136,287)	(2,016,000)
TOTAL		(43,000)	-	(45,500)	1,502,272	(3,136,287)	(1,722,515)

FUND 249 - TOURISM & MARKETING FUND

EXHIBIT A, Page 1

GL#	ACCOUNT NAME	ACCOUNT TYPE	AMENDMENT ACTION	CURRENT BUDGET	AMENDMENT	AMENDED BUDGET	REASON
4-590.00	MISCELLANEOUS REVENUE	REVENUE	(INC)/DEC	(2,000)	(18,000)	(20,000)	County funding for Geiger expenditure
4-519.10	TOURISM EVENTS REVENUE	REVENUE	(INC)/DEC	(5,000)	(25,000)	(30,000)	MOMS funding from County
6-000-626.00	INTERFUND TRNSFR-COMM PROJ	TRANSFER-IN	(INC)/DEC	-	(45,500)	(45,500)	MOMS Donations - Transfer from Fund 260
5-100-409.00	ADVERTISING & PROMOTION	EXPENDITURE	INC/(DEC)	361,000	15,600	376,600	Hotel Association sign
5-100-815.00	OTHER CAPITAL	EXPENDITURE	INC/(DEC)	-	52,500	52,500	The Barnhill Center AV upgrade - moved from FY24 budget to FY25 budget
5-100-949.30	TOURISM EVENTS	EXPENDITURE	INC/(DEC)	20,000	70,500	90,500	MOMS Expenses
NET CHANGE TO FUND BALANCE (INC)/DEC					50,100		

FUND 236 - CAPITAL/NON ROUTINE FUND**EXHIBIT A, Page 2**

GL#	ACCOUNT NAME	ACCOUNT TYPE	AMENDMENT ACTION	CURRENT BUDGET	AMENDMENT	AMENDED BUDGET	REASON
5-100-715.25	OTHER CAPITAL-MAIN ST	EXPENDITURE	INC/(DEC)	-	57,590	57,590	Purchase of Christmas Lights for Main Street area of downtown Brenham
5-100-802.49	OTHER CAPITAL-AQUATICS	EXPENDITURE	INC/(DEC)	-	51,722	51,722	Purchase of replacement shade structure (damaged by storm in FY24)
5-100-810.44	MACHINERY/EQUIPMENT-PARKS	EXPENDITURE	INC/(DEC)	-	19,707	19,707	Purchase of replacement Lazer Liner for Park Department
5-100-813.51	VEHICLES	EXPENDITURE	INC/(DEC)	-	114,366	114,366	2 Ford F150s on PO24-14439 originally budgeted in FY24 but delivered in FY25
NET CHANGE TO FUND BALANCE (INC)/DEC					243,385		

FUND 270 -GENERAL GOVT CAPITAL PROJECTS FUND

EXHIBIT A, Page 3

GL#	ACCOUNT NAME	ACCOUNT TYPE	AMENDMENT ACTION	CURRENT BUDGET	AMENDMENT	AMENDED BUDGET	REASON
6-000-683.00	OTHER SOURCES-BOND PROCEEDS	TRANSFER-IN	(INC)/DEC	-	(3,136,287)	(3,136,287)	2025 Bond Proceeds
5-100-421.20	BOND ISSUANCE COSTS	EXPENDITURE	INC/(DEC)		36,287	36,287	2025 Bond issuance cost
5-100-813.41	VEHICLES/LARGE EQUIP-STREETS	EXPENDITURE	INC/(DEC)	-	571,000	571,000	Purchase of capital equipment
5-100-810.41	EQUIPMENT-STREETS	EXPENDITURE	INC/(DEC)	-	100,500	100,500	Purchase of capital equipment
5-100-813.31	VEHICLES/LARGE EQUIP-MAINT	EXPENDITURE	INC/(DEC)	-	48,500	48,500	Purchase of capital equipment
5-100-810.31	EQUIPMENT-MAINTENANCE	EXPENDITURE	INC/(DEC)	-	206,000	206,000	Purchase of capital equipment
5-100-813.44	EQUIPMENT-PARKS & REC	EXPENDITURE	INC/(DEC)		158,000	158,000	Purchase of capital equipment
NET CHANGE TO FUND BALANCE (INC)/DEC						(2,016,000)	FUND BALANCE TO BE USED FOR FY26 AND FY27 CAPITAL PURCHASES



City Council Regular Meeting **AGENDA ITEM 9**

Agenda Item: Discuss and Possibly Act Upon the Purchase of the Following Equipment for the City of Brenham's Street Department:

- a. A Reclaimer/Stabilizer/Trailer Through Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program, Contract No. SM10-20
- b. A Cracksealer 125 Through Texas BuyBoard, Contract No. 685-22
- c. A Dump Truck Through Sourcewell, Contract No. 032824-NVS

and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: April 17, 2025

Department: Public Works

Staff Contact: Dane Rau, Director of Public Works

SUMMARY STATEMENT:

During the 2024-25 budget process, staff shared with the Council major equipment needs which were up for replacement according to the Street Department 5yr capital plan. During the July budget workshop, it was decided that with a large amount of equipment in the replacement plan for the next 5 years, this equipment would be purchased using COs (Certificate of Obligation) in order to purchase the equipment. These COs were presented and approved at the March 6th Council meeting.

Over the last few months, staff have researched these pieces of equipment, demoed these pieces of equipment and worked with the vendors to stay within budget. The pieces of equipment shown on the attached schedule will be used in our Street Department operations. This equipment is vital for the Street Department and provides our employees with reliable equipment.

We are very excited about being able to buy this equipment and put it to use. These units are all replacing older equipment that is in our fleet. This equipment includes an Asphalt Zipper (Reclaimer/Stabilizer) used in our reconstruction of streets, a dump truck that replaces an older unit, and a crack sealer which is the first approach to maintaining newer streets when cracks arise to seal them from water intrusion.

The total for all three pieces of equipment is \$567,094.44. This is under the estimated amount of \$573,750. Two pieces of equipment will be purchased from BuyBoard and the other will be purchased from Sourcewell Purchasing Cooperative.

We would like to ask the Council to approve these purchases as described in the attached Equipment spreadsheet.

ATTACHMENTS:

1. FY 2025 Street Department Equipment Spreadsheet
2. International Dump Truck Sourcewell Quote
3. Asphalt Zipper Reclaimer/Stabilizer H-GAC Quote
4. Crafcro Crack Sealer BuyBoard Quote

RECOMMENDATION:

Approve the purchase of various equipment:

- a. Reclaimer/Stabilizer/Trailer from Asphalt Zipper using Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program Contract No. SM10-20 in the amount of \$362,090.00,
- b. Cracksealer 125 from Crafcro, Inc. using Texas BuyBoard Contract No. 685-22 in the amount of \$90,904.44,
- c. Dump Truck from Hermann International using Sourcewell Contract No. 032824-NVS in the amount of \$114,100.00

for the City of Brenham Street Department for the total expenditure of \$567,094.44 and authorize the Mayor to execute any necessary documentation.

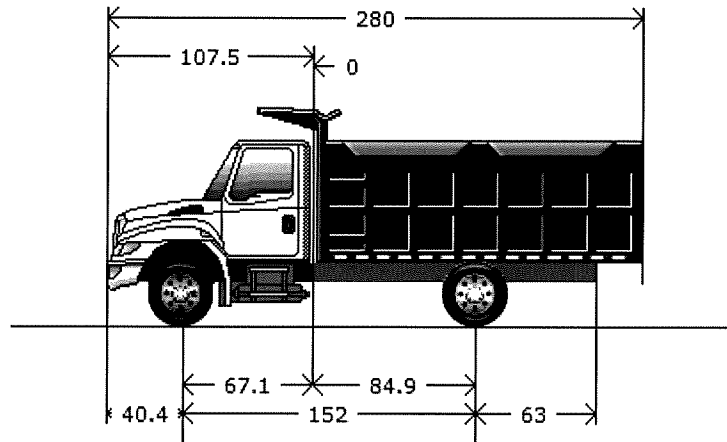
FY 2025 Street Department Equipment Spreadsheet

All equipment will be purchased using Certificates of Obligation

Vendor	Equipment	Model	Purchased Price	Purchased Through
Asphalt Zipper	Reclaimer/Stabilizer/Trailer	2025 Gen 8 720Xi-260H (72 in)	\$362,090.00	HGAC Contract
Crafco Inc	Crafco Cracksealer 125	SS125DC	\$90,904.44	Buy Board
Hermann International	Dump Truck	2026 MV607 SBA	\$114,100.00	Sourcewell
Certificate of Obligations approved for these Purchases at March 6, 2025 Council meeting			\$567,094.44	

Prepared For:
 CITY OF BRENHAM
 Stephen Draehn
 P.O BOX 1059
 BRENHAM, TX 77834-1059
 (409)836 - 7911
 Reference ID: N/A
 Sourcewell number 032824-NVS

Presented By:
 HERRMANN INTERNATIONAL
 Darryl Herrmann
 514 W ALAMO
 BRENHAM TX 77833 -
 (979)836-2537



Model Profile
2026 MV607 SBA (MV607)

AXLE CONFIG:	4X2
APPLICATION:	Construction Dump
MISSION:	Requested GVWR: 33000. Calc. GVWR: 33000. Calc. GCWR: 33000 Calc. Start / Grade Ability: 22.20% / 1.66% @ 55 MPH Calc. Geared Speed: 87.9 MPH
DIMENSION:	Wheelbase: 152.00, CA: 84.90, Axle to Frame: 63.00
ENGINE, DIESEL:	{Cummins B6.7 250} EPA 2024, 250HP @ 2400 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 250 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 2500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, with 33,000-lb GVW and GCW Max
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-10-122A} I-Beam Type, 10,000-lb Capacity
AXLE, REAR, SINGLE:	{Dana Spicer S23-172D} Single Reduction, 23,000-lb Capacity, Driver Controlled Locking Differential, R Wheel Ends Gear Ratio: 5.57
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 11R22.5 Load Range G AH37 (HANKOOK), 501 rev/mile, 75 MPH, All-Position
TIRE, REAR:	(4) 11R22.5 Load Range G DH37 (HANKOOK), 498 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, SINGLE:	23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
PAINT:	Cab schematic 100VP Location 1: 9219, Winter White (Std) Chassis schematic N/A

Description

Base Chassis, Model MV607 SBA with 152.00 Wheelbase, 84.90 CA, and 63.00 Axle to Frame.

TOW HOOK, FRONT (2) Frame Mounted

AXLE CONFIGURATION 4x2

FRAME RAILS High Strength Low Alloy Steel (80,000 PSI Yield); 10.250" x 3.092" x 0.375" (260.4mm x 78.5mm x 9.5mm); 455.0" (11557mm) Maximum OAL

LICENSE PLATE HOLDER Includes Upper & Lower Mounting Plate Hardware, Mounted in Existing Holes in Front Bumper
BUMPER, FRONT Contoured, Steel, Painted Gloss Black

WHEELBASE RANGE 134" (340cm) Through and Including 197" (500cm)

AXLE, FRONT NON-DRIVING {Meritor MFS-10-122A} I-Beam Type, 10,000-lb Capacity

SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 10,000-lb Capacity, with Shock Absorbers

BRAKE SYSTEM, AIR Dual System for Straight Truck Applications

AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System

AIR DRYER {Bendix AD-9SI} with Heater, Includes Safety Valve

BRAKE CHAMBERS, FRONT AXLE {Haldex} 20 SqIn

BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqIn Spring Brake

BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake

SLACK ADJUSTERS, FRONT {Haldex} Automatic

SLACK ADJUSTERS, REAR {Haldex} Automatic

AIR COMPRESSOR {Cummins} 18.7 CFM

AIR DRYER LOCATION Mounted Inside Engine Compartment, Right Side

DUST SHIELDS, REAR BRAKE for Air Cam Brakes

BRAKES, FRONT {Meritor 15X4 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 15" X 4", 13,200-lb Capacity

BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle

AIR TANK LOCATION (2) Mounted Between the Rails, Back of Cab, One on Each Side, Parallel to Rails

STEERING COLUMN Tilting

STEERING WHEEL 4-Spoke; 18" Dia., Black

STEERING GEAR {Sheppard M100} Power

DRIVELINE SYSTEM {Dana Spicer} 1710, for 4x2/6x2

AFTERTREATMENT COVER Steel, Black

EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab

TAIL PIPE (1) Turnback Type

EXHAUST HEIGHT 8' 10"

MUFFLER/TAIL PIPE GUARD (1) Aluminum

ELECTRICAL SYSTEM 12-Volt, Standard Equipment

Description

CIGAR LIGHTER Includes Ash Cup

POWER SOURCE Cigar Type Receptacle without Plug and Cord

ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense

BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn

ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Separate Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake accommodation package with Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket

BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud

SPEAKERS (2) 6.5" Dual Cone Mounted in Doors

ANTENNA Shark Fin, Roof Mounted

RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input

BACK-UP ALARM Electric, 102 dBA

HORN, ELECTRIC (1) Trumpet Style

TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights

INDICATOR, LOW COOLANT LEVEL with Audible Alarm

ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, with Ignition "OFF" and any Door Opened

CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses

BATTERY BOX Steel, with Aluminum Cover, 14" Wide, 2-3 Battery Capacity, Mounted Left Side Under Cab

HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord

STARTING MOTOR {Mitsubishi Electric Automotive America 90P47} 12-Volt, with Soft-Start

HEADLIGHTS Halogen, with Daytime Running Lights

LOGOS EXTERIOR Model Badges

LOGOS EXTERIOR, ENGINE Badges

GRILLE Molded in Black

FENDER EXTENSIONS Painted

FRONT END Tilting, Fiberglass, with Three Piece Construction, Dual Air Intakes

PAINT SCHEMATIC, PT-1 Single Color, Design 100

PAINT TYPE Base Coat/Clear Coat, 1-2 Tone

COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360

CUSTOMER IDENTITY for Sourcewell

PROMOTIONAL PACKAGE Government Silver Package

VEHICLE REGISTRATION IDENTITY ID for Non-CARB Omnibus and/or Non-ACT Adopting State or Exempt Vehicle. Not for use on vehicles registering in CA/MA /OR/NJ/NY/WA. Contains non-mitigated legacy engine & cannot be registered in CA unless exempt. You may be held liable under state law for failure to properly register vehicle.

MUD FLAPS, FRONT WHEELS (2) Rubber, Mounted on Fender Extension

CLUTCH Omit Item (Clutch & Control)

Description

ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection

ENGINE, DIESEL {Cummins B6.7 250} EPA 2024, 250HP @ 2400 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 250 Peak HP (Max)

FAN DRIVE {Borg-Warner SA85} Viscous Type, Screw On

AIR CLEANER Single Element, Fire Retardant Media

EMISSION, CALENDAR YEAR {Cummins B6.7} EPA, OBD and GHG Certified for Calendar Year 2025

THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel

OIL PAN 15 Quart Capacity, For Cummins ISB/B6.7 Engines

EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood

CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations

ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines

RADIATOR Aluminum, 2-Row, Down Flow, Front to Back System, 640 SqIn Louvered, with 383 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler

CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty

TRANSMISSION, AUTOMATIC {Allison 2500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, with 33,000-lb GVW and GCW Max

TRANSMISSION OIL Synthetic; 20 thru 28 Pints

TRANSMISSION SHIFT CONTROL T-Handle

NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released

SHIFT CONTROL PARAMETERS {Allison} 1000 or 2000 Series Transmissions, Performance Programming

PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission

AXLE, REAR, SINGLE {Dana Spicer S23-172D} Single Reduction, 23,000-lb Capacity, Driver Controlled Locking Differential, R Wheel Ends . Gear Ratio: 5.57

SUSPENSION, REAR, SINGLE 23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs

AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 30 thru 39.99 Pints

FUEL/WATER SEPARATOR {Racor 400 Series,} with Primer Pump, Includes Water-in-Fuel Sensor

LOCATION FUEL/WATER SEPARATOR Mounted Under Hood, Left Side, Above Front Axle

FUEL TANK Top Draw, Non-Polished Aluminum, 24" Dia, 50 US Gal (189L), Mounted Left Side, Under Cab

DEF TANK 5 US Gal (19L) Capacity, Frame Mounted Outside Left Rail, Under Cab

CAB Conventional, Day Cab

AIR CONDITIONER with Integral Heater and Defroster

GAUGE CLUSTER Base Level; English with English Electronic Speedometer

IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster

SEAT, DRIVER {National 2000 195} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 8" Adjuster, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, 6-23 Degree Angle Back Adjust

Description

SEAT, TWO-MAN PASSENGER {National} Fixed Back, Integrated Headrest in Both Occupant Positions, Vinyl, with Under Seat Storage Compartment

GRAB HANDLE, EXTERIOR Black, Aluminum, for Cab Entry Mounted Left Side at B-Pillar

MIRRORS (2) C-Loop, Black Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width

CAB INTERIOR TRIM Classic, for Day Cab

CAB REAR SUSPENSION Air Suspension, for Mid Cab Height

WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature

FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood

INSTRUMENT PANEL Flat Panel

ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab

WHEELS, FRONT {Accuride 29169} DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs

WHEELS, REAR {Accuride 29169} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs

(2) TIRE, FRONT 11R22.5 Load Range G AH37 (HANKOOK), 501 rev/mile, 75 MPH, All-Position

(4) TIRE, REAR 11R22.5 Load Range G DH37 (HANKOOK), 498 rev/mile, 75 MPH, Drive

Services Section:

WARRANTY Standard for MV Series, Effective with Vehicles Built July 1, 2017 or Later, CTS-2020A

Houston Fab dump body (6-8yd)

Air shift PTO

Air tailgate

Pintle hitch 30K less air couplings

Electric tarp

Backup alarm

1	10' (6-8 YDS) SQUARE DUMP BED - BLACK COLOR
1	>>GENERAL DUMP BED DESCRIPTION<< STANDARD TRANSMISSION MAIN FRAME FOR DUMP BED 7" CHANNELS CROSS CHANNEL FOR FRAME 4" TO 12" CENTER FLOOR 3/16 THICKNESS SIDES, FRONT, CAB PROTECTOR, TAILGATE, MATERIAL IS 10 GAUGE HEIGHT IS 40" WITH WOOD BOARDS P.T.O. CHELSEA – AIR CONTROL INSIDE CAB COMMERCIAL CYLINDER – HOIST COMMERCIAL PUMP – CABLE CONTROL WITH CONSOLE INSIDE CAB **YES** TAILGATE AIR CONTROL INSIDE CAB ASPHALT APRON COAT OF PRIMER & PAINT *IF REQUESTED DIFFERENT IT WILL BE NOTED SEPARATELY* >> END OF DESCRIPTION <<
1	D.O.T. LIGHTS LED 200.00, REFLECTOR TAPE 40.00, BACK UP ALARM 60.00
1	CHAIN SET UP (CHAIN NOT INCLUDED)
1	CABLE PUMP WITH CONSOLE INSTALLATION - NO WARRANTY ON ANY PUMP THAT'S BURNT, OVERHEATED, OR EQUAL TO
1	ELECTRIC BRAKE KIT INSTALLATION
1	30TN PINTLE HITCH INST FOR EQUIPMENT/UTILITY TLR-TRUCK MUST HAVE TRACTOR PKG
1	SINGLE AXLE-AUTOMATIC PTO-TRANS MODEL NUM: (START AT) ALLISON 2500RDS -IF REGULAR DUMP BED PTO DON'T FIT \$450.00 WILL BE ADDED TO FINAL INVOICE AND/OR PRICE MAY CHANGE ONCE WORKING ON THE TRUCK - ON ALLISON PTO'S, IF NOT ENOUGH SPACE A BI-ROTATIONAL PUMP WILL BE USED AND A DIR CONTROL VALVE WILL BE ADDED \$550.00
1	ELECTRIC TARP INSTALLATION - COIL & STEEL ARMS
	MV607 INT'L 2025 - 2 TRUCKS - CITY OF BRENHAM UPDATE FROM Q4170, 03-17-25, 04-08-25

Body Allied/Equipment
2026 MV607 SBA (MV607)

April 09, 2025

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Houston Fab dump body (6-8yd)		\$22,086.75
Air shift PTO		
Air tailgate		
Pintle hitch 30K less air couplings		
Electric tarp		
Backup alarm		
Total Body Allied/Equipment: \$22,086.75		

Financial Summary
2026 MV607 SBA (MV607)

April 09, 2025

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Factory List Prices:		
Product Items	\$130,779.00	
Service Items	\$0.00	
Total Factory List Price Including Options:		\$130,779.00
Freight	\$3,100.00	
Freight	\$950.00	
Total Freight:		\$4,050.00
Total Factory List Price Including Freight:		\$134,829.00
Less Customer Allowance:		(\$42,815.75)
Total Vehicle Price:		\$92,013.25
Total Body/Allied Equipment:		\$22,086.75
Total Sale Price:		\$114,100.00
Total Per Vehicle Sales Price:		\$114,100.00
Net Sales Price:		\$114,100.00

If tariff surcharge be implemented there will be a 3900.00 charge per truck thru May 31th.
 Trucks built after May31st we do not know at this time.
 As of now there is no tariff and no surcharge

Approved by Seller:

Accepted by Purchaser:

 Official Title and Date

 Firm or Business Name

 Authorized Signature

 Authorized Signature and Date

This proposal is not binding upon the seller without
 Seller's Authorized Signature

 Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

LIMITED WARRANTY FOR MV
***Effective with vehicles built July 01, 2017 or later**

Basic Vehicle

Navistar®, Inc., at its option, will repair or replace any part of this vehicle that proves defective in material or workmanship, in normal use and service, with new or RENEWED™ parts, based on the Component Coverages below.

Coverage	Months	Miles	Kilometers	Hours
Basic Vehicle Warranty	24	Unlimited	Unlimited	Unlimited
Basic Vehicle Warranty with Non-Navistar Engine	24	Unlimited	Unlimited	Unlimited
Frame Side Rails	84	Unlimited	Unlimited	Unlimited
Cab/Cowl Structure	60	Unlimited	Unlimited	Unlimited
Cab/Cowl Perforation Corrosion	60	Unlimited	Unlimited	Unlimited
Meritor Axles	36	Unlimited	Unlimited	Unlimited
Transmission	24	Unlimited	Unlimited	Unlimited
Batteries	12	Unlimited	Unlimited	Unlimited
Brightwork, Chassis Paint and Corrosion (Other than Cab)	6	Unlimited	Unlimited	Unlimited
Hood/Cab Paint	12	Unlimited	Unlimited	Unlimited
First 90 Days from Delivery to User (DTU) + Towing	3	Unlimited	Unlimited	Unlimited
Federal Emissions Coverage (Medium/Heavy, Heavy Duty Diesel Engine Non-Navistar)	60	100,000	160,000	Unlimited
Greenhouse Gas Emissions Coverage	60	100,000	160,000	Unlimited
Greenhouse Gas Emissions Coverage (Tires)	24	24,000	40,000	Unlimited

Navistar Diesel Engine Coverage Includes:

Engine block, cylinder heads, internally lubricated components, fuel pump, high pressure pump, turbocharger, water pump, air compressor, injectors/nozzles; electronic engine modules, engine relays, engine sensors and regulators required for electronic engine operation, and certain aftertreatment components. Excluding: attaching accessories (e.g., fan clutch, alternator, starter, etc.), and externally mounted electrical and filtration systems.

What is Not Included Under Basic Coverage
Components/Items

- Components warranted by their respective manufacturers (such as non-International® brand engines, Cummins engines, Allison transmissions, Agility fuel systems, lubricants, etc.)
- Tires warranted by the manufacturer for defects in materials and workmanship other than those which cause non-compliance with U.S. and Canadian GHG regulations
- Bodies, equipment, and accessories installed by other than authorized International Truck employees at International Truck manufacturing plants
- Front and rear axle alignment
- Front and rear axle coverage excludes brakes, wheel ends, axle shafts, controls and attachments

Repairs & Maintenance

- Maintenance-related items/repairs, or those needed as a result of normal wear and tear, including tune-ups, brake/clutch linings, windshield wiper blades, tire balancing, lubrication, and other similar procedures/parts required to keep vehicle in good working condition
- Failures that are the result of poor fuel quality, water in fuel, rust, etc.
- Repairs needed as a result of vehicle misuse, negligent care, improper maintenance, improper operation, or the result of accident or collision
- Fade, runs, mismatch or damage to paint, trim items, upholstery, chrome, polished surfaces, etc., resulting from environmental causes such as improper polishes, cleaners or washing solutions, or chemical and industrial fallout
- Failure to observe published capacity or load specifications for engine, transmission, propeller shaft, axles (powertrain) and suspension

Other

- Vehicles sold and/or operated outside the United States and Canada
- This exception does not apply to vehicles that meet current US EPA emission standards, which were sold by an International dealer located in Mexico, if the vehicle is authorized by the US DOT to operate in long-haul, cross border transportation and the vehicle is only operated in the United States, Canada, and Mexico
- Vehicles/components that have had unauthorized alterations or modifications
- Vehicles on which the odometer reading has been altered
- Loss of time or use of the vehicle, loss of profits, inconvenience, or other consequential or incidental damages or expenses
- Replacement of defective parts with parts other than those provided by Navistar, Inc.



#

310 West 700 South, Pleasant Grove, Utah 84062 tel: +1 (801) 785-0706 toll free: 1-888-947-7378

Today's Date: **3/11/2025**

City of Brenham
200 W Vulcan St
Brenham, TX 77833

HGAC Contract #: SM10-20

Expires: 4/30/2025

Proposal good to end of above date

Factory Rep: Scott Freitas

Field Rep: Barry Dill

*Order Deposit:

Customer Signature: _____ **Date:** _____

Signature indicates acceptance of this Proposal/Invoice based on satisfactory performance of the Asphalt Zipper Machine

Terms and Conditions: This proposal is a preliminary estimate; all prices are in US Dollars. Final sales price subject to approval by Asphalt Zipper accounting. Price does NOT include sales tax or GST(Canada); applicable sales tax or GST will be added to final invoice. Machine availability and specifications are subject to change at anytime by Asphalt Zipper. *A Deposit is required for all Orders. All returns and cancelled custom orders are subject to a 20% restocking fee plus any freight charges.



**BUYBOARD CONTRACT
#685-22**

BBBQ72621

6165 W. Detroit St.
Chandler, AZ 85226
(602) 276-0406 (800) 528-8242

Date Quoted 4/9/2025
Expiration Date 9/9/2025

Quote To:	Account Code: 2033515	Ship To:	Account Code: 2033515
CITY OF BRENHAM TX ATTN: ACCOUNTS		CITY OF BRENHAM	
Darlene Konieczny			
PO BOX 1059		315 WEST 2ND ST.	
BRENHAM, TX 77834-1059		BRENHAM, TX 77834	
US		US	
Phone: 979-337-7557			
Fax: 979-337-7551			
Email: dkonieczny@cityofbrenham.org			

Project Title:			
Start Date:		Ship Via: Truck/Common Carrier	
Effective Dates:	4/10/2025	TO	9/9/2025
Terms:	NET 30		Sales Group: BuyBoard
F.O.B.:	PPD- ADD FREIGHT		Quoted By: Roger Sparks
Estimated Time to Ship After Receipt of Order:		Sales Office: TX3- Roger Sparks	
Quoted at time of order			

Customer:	CITY OF BRENHAM TX ATTN: ACCOUNTS PAYABLE	Quote Number	BBBQ72621
Project Title:		Date	04-09-25

SALES TAX EXEMPT CERTIFICATE MUST BE PROVIDED AT THE TIME OF ORDER OR SALES TAX WILL BE ADDED TO YOUR ORDER

Part #	Description	Unit	Qty.	Contract Price	Ext. Price
47400-BB	SUPERSHOT 125D W/100 CFM COMPRESSOR	EA	1	\$80,460.0000	\$80,460.0000
20014-BB	3" PINTLE HITCH	EA	1	\$114.2400	\$114.2400
24227-BB	SEVEN PIN FLAT BLADE CONNECTOR	EA	1	\$0.0000	\$0.0000
20140-BB	28" HITCH EXTENSION	EA	1	\$572.0000	\$572.0000
24503S-BB	ARROWBOARD LIGHT KIT	EA	1	\$2,324.0000	\$2,324.0000
24190K-BB	OVERNIGHT HEATER 110V W/ US PLUG	EA	1	\$288.0000	\$288.0000
26058-BB	10# FIRE EXTINGUISHER (MUST ORDER 26059 TO MOUNT)	EA	1	\$192.0000	\$192.0000
26059-BB	FIRE EXTINGUISHER BRACKET	EA	1	\$76.0000	\$76.0000
26119-BB	3/8" SAFETY HOOK W/ LATCH (2 REQUIRED)	EA	2	\$58.0000	\$116.0000
43549-BB	SPARE TIRE KIT (SINGLE AXLE)	EA	1	\$476.0000	\$476.0000
48120S-BB	ENGINE COVER ASSY YANMAR INSULATED	EA	1	\$2,664.0000	\$2,664.0000
38780S-BB	WIRELESS CAMERA SYSTEM (SELF INSTALL) Compatible with Patcher II with most light kits	ea	1	\$1,025.0000	\$1,025.0000
38700N-BB	DRIVER ALERT SYSTEM, COMPLETE KIT	EA	1	\$624.0000	\$624.0000
27115-BB	Wand tips SHROUD, TIP ADAPTER	ea	1	\$36.3000	\$36.3000

Customer:	CITY OF BRENHAM TX ATTN: ACCOUNTS PAYABLE	Quote Number	BBBQ72621
Project Title:		Date	04-09-25

SALES TAX EXEMPT CERTIFICATE MUST BE PROVIDED AT THE TIME OF ORDER OR SALES TAX WILL BE ADDED TO YOUR ORDER

Part #	Description	Unit	Qty.	Contract Price	Ext. Price
27114-BB	TIP ADAPTER	ea	1	\$40.1500	\$40.1500
50270-BB	DUCK BILL VALVE W/SLOT REV.B	EA	5	\$19.7500	\$98.7500
27120-BB	DISK, 3" SWIVEL	ea	2	\$99.0000	\$198.0000
6008224	FREIGHT CHARGE	EA	1	\$1,600.0000	\$1,600.0000

Sales Tax	\$0.00
Shipping	\$0.00
Contract Total	\$90,904.44

COMMENTS:

Here is the quote you requested.
 Freight from AZ
 Roger Sparks 945-341-8408 Will deliver the machine with training.

Please contact sctx11@crafco.com or contact Roger Sparks for any questions. 945-341-8408

NOTE:**WARNING:**

Products on this quote may be labeled in accordance with California Proposition 65.

For Terms and Conditions of purchases go to: <https://crafco.com/Terms-of-Sale.pdf>

Quantities may be limited at Crafco's discretion.

Pricing and availability are subject to change without notice.

Pricing does not include applicable taxes. Tax exemption forms must be on file prior to invoicing. Unpaid sales tax will be reported to State and Local tax authorities. Extension is net after terms.

FOB DEFINITIONS:

PPA- Delivered; freight included.

PPD- Delivered; freight separate.

Pavement Preservation Products Restocking Policy**RETURN POLICY**

Crafco will only accept the return of products that have been authorized in writing in advance, and proof of purchase is required. Not all purchases are returnable. This is a Return Policy for non-warranty claims. Refer to the product data sheet for information about warranty and claims for warranty reimbursement.

All returns are subject to restocking fees.

All products returned must be in the original packaging and be in good and salable condition.

Crafco reserves the right to charge repackaging fees in addition to restocking fees.

The customer is responsible for all shipping costs of returned products.

Request information on the acceptability for returns for any specific product when ordering.

Nonreturnable Products

Not all products are returnable. Products that have a shelf life or are considered made to order, or special order may not be returned.

No used parts may be returned and any part or product that is non-standard or obsolete is not returnable.

Product	Return Status
Athletic Surfacing Products, Cure & Commercial Liquids, Equipment, Geocomposites, Paint, Sealcoat, and Silicone	Non-Returnable

Restocking Fees

All returnable products have a restocking fee if returned.

Product	Restocking Fee
Parts	15% of part purchase price
All Other Products	25% of product purchase price

How to Return an Item

1. To obtain authorization contact your customer service representative.
2. A written authorization will be faxed or emailed to you.
3. A copy of the Return Authorization must accompany the material being returned.



City Council Regular Meeting **AGENDA ITEM 10**

Agenda Item: Discuss and Possibly Act Upon RFP No. 25-005 for the Construction of an Electric Equipment Building for the City of Brenham Electric Department and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: April 17, 2025

Department: Public Utilities

Staff Contact: Jason Lange, Electric Superintendent

SUMMARY STATEMENT:

On April 1, 2025, the City Staff opened request for proposals (RFP) regarding the Electric Equipment Building. The scope of work consists of constructing a metal 40ft x 80ft x 17.4ft equipment lean-to-shed with concrete foundation piers. This building was originally budgeted in FY24 for \$108,447.00, which included \$2,750.00 for engineering. Engineering was completed in 2024, but the building was pushed to FY25. The building will be used to house new equipment such as the backyard bucket, deployment trailer, chipper & chipper truck, as well as multiple trailer-mounted equipment.

We had a total of 4 companies submit proposals for the work. The lowest proposal was from Brenham Iron Works with a bid of \$56,856.42. Other bids ranged from \$73,532.00, \$79,220.00, and up to \$103,000.00 (see RFP attachment). After a committee of City Staff evaluated the proposals using the scoring system, it was concluded that Brenham Iron Works met the specifications and requirements.

We would respectfully ask the council to award RFP# 25-005 related to the Electric Equipment Building to Brenham Iron Works for the Bid of \$56,856.42.

ATTACHMENTS:

1. Evaluation Totals
2. Bid Tabulation Form-25-005

RECOMMENDATION:

Approve the award of RFP No. 25-005 for the construction of an electric equipment building to Brenham Iron Works in the amount of \$56,856.42 and authorize the Mayor to execute any necessary documentation.



RFP- 25-005 Electric Equipment Buidling Rating Sheet Totals

	Brenham Iron Works	Vacha Services, LLC	Spaw Glass	Shellback Construction, LLC
Committee Member 1	100	88	57	86
Committee Member 2	95	81	57	85
Committee Member 3	93	62	30	86
TOTALS	288	231	144	257



BID TABULATION FORM

BID OPENING DATE:

Monday, April 1, 2025

BID OPENING TIME:

10AM

BID NAME/NO:

RFP 25-005 Electric Equipment Building

WITNESSED BY:

Jason Lange (COB), Kyle Branham (COB), Daniel, Kyle, Tanner, Jercolby (Vendors)

ITEM	BIDDERS		
	Brenham Iron Works 4/1/25 9:20 SH	Vacha Services LLC 4/1/25 9:40MM	Spaw Glass 4/1/25 9:39MM
All cost associated with construction of metal structure as per plans	\$30,855.73	\$36,950.00	\$73,031.83
All cost associated with construction of concrete foundation structure as per plans	\$8,150.00	\$17,657.00	\$29,968.17
Labor	\$17,850.69	\$18,925.00	\$0
TOTAL COST	\$56,856.42	\$73,532.00	\$103,000.00
Addenda acknowledgment	x	x	x
Proposal/Bid Bond	x	x	x
ITEM	BIDDERS		
	Shellback Construction LLC 4/1/25 9:15 SH	McKnight Const.	
All cost associated with construction of metal structure as per plans	\$44,612.00	Non-conforming	
All cost associated with construction of concrete foundation structure as per plans	\$19,962.00	Non-conforming	
Labor	\$14,646.00	Non-conforming	
TOTAL COST	\$79,220.00	Non-conforming	
Addenda acknowledgment	x	NO	
Proposal/Bid Bond	x	NO	



City Council Regular Meeting **AGENDA ITEM 11**

Agenda Item: Discuss and Possibly Act Upon a Professional Services Agreement Between the City of Brenham and Byrne Software Technologies Related to Help Desk Support Services for the Accela Software Application and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: April 17, 2025

Department: Development Services

Staff Contact: Stephanie Doland, Director of Development Services

SUMMARY STATEMENT:

The Development Services Department began processing online permits and applications through the online permitting portal known as Accela in October 2024. The Accela platform allows customers a single location to login and submit applications for residential and commercial building permits, planning applications, health and food permits, etc. The Accela platform includes functionality that expands beyond Development Services by allowing access by multiple departments such as Public Utilities and Public Works through the Commercial Plan Review Committee.

The functionality of the Accela software is extensive and staff continues to refine and modify workflows and application instructions to improve the experience for the customer and internally to result in an improved project approval process. For changes to the platform that cannot be accomplished by City Staff, a third-party "help desk" consultant is required to make configuration changes and implement new record types.

Following evaluation by qualified vendors, staff recommends a five-year support services contract with Byrne Software Technologies to implement changes to the software and to further train city staff on the configuration side of the product. The support contract includes an hourly rate with a not-to-exceed annual scope of 80-hours of labor. The terms of the agreement state that the City of Brenham with 30-days' notice can terminate the contract at any time. Staff recommends approval of this five-year contract to set the rate for the next five years versus a yearly contract which would result in an annual hourly rate increase. The proposed services were included in the current Development Services operating budget and if approved will be included in future department budget requests.

ATTACHMENTS:

1. PSA - Byrne Software Accela Support Services 5-year Term Exhibits

RECOMMENDATION:

Approve a Five-Year Professional Services Agreement between the City of Brenham and Byrne Software Technologies related to Help Desk Support Services for the Accela Software Application for an amount not to exceed \$61,200.00 for the five-year period and authorize the Mayor to execute any necessary documentation.

**PROFESSIONAL SERVICES AGREEMENT
FOR
CONSULTING SERVICES
RELATED TO
Accela Support Services**

**THE STATE OF TEXAS §
 §
COUNTY OF WASHINGTON §**

THIS AGREEMENT made on the _____ day of _____, 2025 entered into, and executed by and between the City of Brenham, Texas (the "City"), a home-rule municipal corporation of the State of Texas, and Byrne Software Technologies ("Consultant").

WITNESSETH:

WHEREAS, the Consultant represents that it is capable of providing and qualified to provide professional services to the City and Consultant desires to perform the same; and

WHEREAS, the City desires to complete Accela Support Services (the "Project"); and

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

**SECTION I
SCOPE OF AGREEMENT**

Consultant agrees to perform certain professional services as outlined and 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 Consultant compensation as stated in Section VII.

**SECTION II
CHARACTER AND EXTENT OF SERVICES**

Consultant shall do all things necessary to render the services and perform the Scope of Services with professional skill and in a workmanlike manner. It is expressly understood and agreed that Consultant is an Independent Contractor in the performance of the services agreed to herein. It is further understood and agreed that Consultant 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

Consultant agrees that the City shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by Consultant 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. Notwithstanding the above, Consultant is and shall remain the owner of all processes, concepts, ideas, methods, methodologies, procedures, know-how, techniques, models, templates, designs, tools, utilities, software applications, software code, programming logic, databases, documentation, design documents, other materials, or products that Consultant developed prior to entering into this Agreement (collectively "Consultant Processes"). Consultant grants to City a royalty-free, fully paid up, perpetual license to use any of the Consultant Processes.

SECTION IV TIME FOR PERFORMANCE

The time for performance of the Scope of Services is five (5) years beginning from the execution date of this Agreement. Upon written request of Consultant, 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 Consultant has no control.

SECTION V COMPLIANCE AND STANDARDS

Consultant 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 Consultant's profession. Consultant shall comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the services to be performed hereunder and Consultant's performance.

SECTION VI INDEMNIFICATION

Consultant shall and does hereby agree to indemnify, release, hold harmless, and defend the City, its officers, agents, and employees from any and all direct damages or loss directly resulting from any proven negligent act, omission, or willful misconduct by the Consultant, its officers, agents, employees, or contractors in the performance of this Agreement. This indemnification obligation shall apply only to the extent of Consultant's negligence or willful misconduct.

Furthermore, the Consultant's liability under this section shall be limited to claims and demands arising directly from its actions or omissions in carrying out the services outlined in this Agreement.

SECTION VII CONSULTANT'S COMPENSATION

For and in consideration of the services rendered by Consultant pursuant to this Agreement, the City shall pay Consultant 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 Sixty-One Thousand Two Hundred Dollars (\$61,200). This amount is inclusive of all associated labor and direct expense costs, and professional fees.

SECTION VIII TERMINATION

The City may terminate this Agreement at any time by giving written notice to Consultant thirty (30) days in advance of the termination date. Upon receipt of such notice, and after notice period Consultant 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 and after notice period, Consultant shall submit a sworn statement, showing in detail the services performed under this Agreement to the date of termination. The City shall then pay Consultant 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 Consultant at the following address:

Byrne Software Technologies
16091 Swingley Ridge Road, Suite 200
Chesterfield, MO. 63017
Attn: Jason O'Bryan, President

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

PO BOX 1059
Brenham, TX 77834
Attn: Stephanie Doland, Director of Development Services

SECTION X LIMIT OF APPROPRIATION

Prior to the execution of this Agreement, Consultant has been advised by the City and Consultant 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 Consultant may become entitled to hereunder and the total sum that the City shall become liable to pay to Consultant 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 Consultant 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. Consultant 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, employee or agent of the City or any public body which may be a party hereto.

SECTION XII MODIFICATIONS

This instrument, including all Attachments hereto, 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 the Attachments hereto, this Agreement shall control. Any oral or written representations or modifications concerning this Agreement shall be of no force and effect excepting a subsequent modification in writing signed by both parties hereto.

SECTION XIII ADDITIONAL SERVICES OF CONSULTANT

If authorized in writing by the City Manager, Consultant 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 Consultant, as defined in Attachment "A." These Additional Services, 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 Manager.

SECTION XIV CONFLICTS OF INTEREST

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

SECTION XV PAYMENT TO CONSULTANT FOR SERVICES

Invoices for Basic and Additional Services will be prepared in accordance with Consultant's standard invoicing practices and will be submitted to the City by Consultant at least monthly. Invoices are due and payable thirty (30) days after receipt by the City.

SECTION XVI INSURANCE

Consultant 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 Consultant or of the receipt of or acceptance by the City of the services covered by such invoice.

B. This Agreement and any dispute arising out of or in connection with this Agreement shall be governed by and construed under the laws of the State of Texas, without regard to the principles of conflict of laws. 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 Consultant, and no provision of this Agreement shall be interpreted to grant or convey to any other person any benefits or rights.

D. Consultant 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.

E. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this Agreement on behalf of Consultant verifies that the Consultant does not boycott Israel and will not boycott Israel during the term of this Agreement.

F. Pursuant to Texas Government Code Chapter 2252, Subchapter F, Consultant affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.

G. Consultant shall comply with the requirements of Section 2252.908 of the Texas Government Code which provides that a governmental entity may not enter in certain contracts with a business entity unless the business entity submits a Disclosure of Interested Parties to the governmental entity. The law applies only to a contract that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed; or (2) has a value of at least \$1 million. Compliance with the law requires that the Consultant utilize the Texas Ethics Commission website to enter the required information on Form 1295 and print a copy of the complete form. The form must be signed, notarized and submitted to the contracting government entity. The City, in the case of contracts formalized by written agreement, will notify the Consultant of award by City Council and request the completed Form 1295 within five (5) working days thereafter.

H. If this Agreement has a value of \$100,000 or more, and if Consultant has more than 10 full-time employees, Consultant's signature herein below shall constitute written verification that the Consultant: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement.

I. If this Agreement has a value of \$100,000 or more, and if Consultant has more than 10 full-time employees, Consultant's signature herein below shall constitute written verification that Consultant: (a) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

IN WITNESS WHEREOF, the City of Brenham has lawfully caused this Agreement to be executed by the City Council of said City and attested by the City Secretary and Byrne Software Technologies, acting by and through its duly authorized officer/representative, does now sign, execute, and deliver this instrument.

EXECUTED on this _____ day of _____, 2025.

CONSULTANT:

Byrne Software Technologies

By: _____
Name: Jason O'Bryan
Title: President

CITY OF BRENHAM, TEXAS

Atwood C. Kenjura
Mayor



ACCELA ADMINISTRATION STAFF SUPPORT
STATEMENT OF WORK (SoW)

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REVISION LOG

This log provides a synopsis of revisions made to this document.

Version	Date	Author	Description
1	03/16/25	Brian Heath	Initial Draft

PURPOSE

Byrne will support the Admin. staff managing the Accela SaaS application in the following areas:

- General administrative training of configuration updates to assist in clean-up of unwanted configuration items
- Instructions and guidance on migration configurations using the Configuration Manager and recommendations on items to migrate manually due to system limitations and bugs.
 - Includes migration of fee schedules from SUPP to PROD

- Training and support on configuring the following types of reports
 - Insights Dashboards
 - Form Reports for Certificate and License printouts
 - Letter reports for single or batch letters
- Training and support on scripted emails
 - Identifying templates
 - Working with the base tools
 - Identifying scripted emails and adjusting

LOCATION OF SERVICES AND KEY CONTACT

Services contracted under this SoW may be performed remotely and/or at the Customer's on-site facilities as deemed appropriate and reasonable for the successful completion of the Services detailed herein.

Please indicate below the primary Customer location which will benefit from the services covered under this SoW.

Work Location:	Brenham, TX Development Services Department 200 W. Vulcan Street Brenham, TX 77833
-----------------------	---

Please indicate below the key Customer contact that will be responsible for Project Management:

Name	Stephanie Doland
Title:	Director of Development Services
Phone Numbers:	(979) 337-7269
Email:	sdoland@ctyofbrenham.org

COST ESTIMATE

The Project Base Rate will apply to all tasks and Change Orders up to 1 year from signature approvals dates unless specified in the deliverables outlined herein. Change Orders initiated beyond 1 year of signature and New Projects may be billed at the then current rates.

Project Base Rate / Hour:	\$145			
Deliverable Number	Deliverable Description	Estimated Hours	Rate	Cost
Year 1	Accela Support	80	\$145	\$11,600
Year 2	Accela Support	80	\$155	\$12,400
Year 3	Accela Support	80	\$155	\$12,400
Year 4	Accela Support	80	\$155	\$12,400
Year 5	Accela Support	80	\$155	\$12,400
Total				\$61,200

WORK BREAKDOWN

Byrne will provide technical assistance on Brenham's Accela system as directed, by Sarah Hill or Stephanie Doland.

GENERAL ASSUMPTIONS

1. Byrne may utilize "Microsoft Teams" or other conferencing software for discovery and review meetings. Onsite meetings may also be used when applicable. See [Expenses](#) section for more information.
2. Remote and local access to Customer environment is available to Byrne personnel. This will include sufficient security privileges to perform services as required.
3. All changes will be approved by Customer prior to development.
4. The estimates are for Byrne resources only and do not include Customer or third-party resources.
5. A formal change control process will be used to control cost and project scope.
6. No additional work or features are implied unless specifically stated in this SOW.
7. Byrne is not responsible for delays caused by the Customer or any 3rd party schedule.
8. The exact timing and duration of the project will be determined when a signature approval of the project is given.
9. All necessary Customer resources will be available to Byrne Software.

Acceptance of all Byrne deliverables shall occur within 14 days after delivery of the work performed and will be considered accepted after that time.

EXPENSES

All expenses related to this SOW must be coordinated with and approved by the Customer in advance. Any approved expenses incurred shall be billed to the Customer. No expenses are included as part of this SOW.

PROJECT MANAGEMENT AND TIMELINE

Upon execution of this SOW, the parties will collaborate to determine a start date for Services to be rendered. Upon initiation of these Services, the assigned resources will work with the Customer to collaboratively define a high level, baseline project schedule. Byrne Software will use the baseline project schedule to plan and schedule resource availability to complete the defined scope.

Given the fact that project schedules are working documents that change over the course of the project, Byrne Software will work closely with the Customer to update, monitor, agree, and communicate any modifications. Changes to the baseline project schedule may result in a change in resource availability.

The estimated fees for this SOW are predicted on the timely completion of project deliverables. If there is a change in scope to the project or completion of deliverables slip due to actions of Customer, and should this slippage result in material effort to Byrne in addition to the amount specified in the Deliverables section of this document, Byrne will produce a Change Order for additional hours in support of the scope and deliverables contained herein. Any Change Order will need to be approved by both Customer and Byrne and be approved within three business days of delivery to avoid a halt of work on the engagement.

CHANGE CONTROL

To help contain the cost associated with the development of software, Byrne will utilize change control management using a "Change Order" document. This process estimates the impact on the project if Customer requests changes to requirements after the design has been finalized. This procedure also helps Byrne advise customers of adjustments to the schedule and/or the total cost for changes and authorizes Byrne to proceed on approved changes.

Byrne shall continue performing the Professional Services in accordance with the SOW until the parties agree in writing on the change in scope of work, scheduling, and fees. Any Change Order shall be agreed to by the parties in writing prior to implementation of the Change Order. If Byrne's effort changes due to changes in timing, roles, responsibilities, assumptions, scope, etc. or if additional support hours are required, a Change Order will be created that details these changes and impacts to the project cost and schedule (if any). Any change order shall be signed by Byrne and Customer prior to commencing any activities defined in the Change Order. Rates applied to the Change Order will be documented in the Deliverables section of the Change Order.

To initiate a change order, the Customer will submit a written request to Byrne specifying the proposed changes in detail. Byrne will submit a "Change Order" document to the Customer that includes an estimate of charges and anticipated changes to the delivery schedule that may result from the proposed changes. The Change Order Template is attached hereto as Appendix D.

Our Change Order document will itemize the requested changes, noting each item's priority, cost, and schedule impact. Using this document, Customer may determine what changes are truly necessary to meet their business needs and stay within the acceptable budget and schedule.

When the scope of the change has been finalized, Byrne will issue a Change Order, listing the final change items, budget, and schedule impact. When the Change Order has been approved and signed, Byrne will add the additional tasks to the schedule. Change Orders need to be approved within three business days of delivery to avoid a halt in work on the engagement.

PROJECT PUT ON HOLD

It is understood that sometimes Customer priorities are revised requiring the Customer to place the Project on hold. The Customer must send a formal written request to Byrne to put the project on hold. A project can be on hold for up to 60 days without invoking the termination clause. After that time, Byrne can choose to cancel the rest of the SOW. To finish the project, a new Statement of Work at new pricing will be required.

When a project is put on hold, at minimum, Byrne will need to draft a Change Order to keep some of the Byrne project manager's time engaged to monitor progress and to resource the project once it comes off hold. Other Change Order items may be needed because of the delay. When a project goes on hold, project resources will be re-deployed, and Byrne will need a forty-five (45) calendar day notice to re-staff the project. Resumption of the project will be dependent upon Byrne resourcing timelines.

Should the Customer become non-responsive to Byrne communications for a term of 30 calendar days regarding continuance of the project work, Byrne can choose to cancel the remainder of the SOW. To finish the project will require a new Statement of Work at new pricing at the current rates. Customer will pay all outstanding invoices and any monies due based on the terms described in the Statement of Work if the SOW is cancelled.

CONFIDENTIAL INFORMATION

Byrne recognizes and acknowledges that it may receive access to certain proprietary and confidential business information of the Customer, which the Customer expressly identifies as Confidential or is not known to be in the public domain, such as, customer lists, marketing strategies and methods, software, and planning strategies ("Confidential Information"). Byrne will not, during or after the term of this Agreement for so long as such information shall be confidential, use or disclose to any third person for any reason any Confidential Information and will not disclose or make available to any third person, firm, or corporation any reports, recommendations and/or work product which Byrne produces for Customer.

BILLING AND PAYMENT TERMS

All services are provided on a time and material basis plus any out-of-pocket expenses, unless documented in this SoW or subsequent Change Orders applied to this project. Estimates given are not considered as a fixed bid unless specifically stated as such, in writing, by Byrne. Customer will only be charged for the time worked on the project; if additional hours are required, a Change Order must be first approved by Customer. Byrne bills weekly for services provided the previous week. The billing terms are Net 30; a 1.5% penalty per month will be assessed for any late payments. The Project Rates specified in the Deliverables section of this document will be used throughout the project.

EXPIRATION

The scope and terms of this SOW must be executed as part of the Customer Services Agreement within sixty (60) calendar days of the date of this SOW. If the SOW is not executed, then the current scope and terms can be renegotiated.

INTELLECTUAL PROPERTY RIGHTS

All applicable intellectual property rights in and to products, materials, equipment, deliverables, or services that are developed by Byrne Software pursuant to this SOW are the property of the Customer. Byrne hereby assigns all such Intellectual property Rights to the Customer. Notwithstanding any pre-existing materials, expertise, knowledge, or intellectual property that Byrne provides for this SOW, which will remain the sole property of Byrne. Byrne grants the Customer a perpetual, irrevocable, non-exclusive, royalty-free license solely to the extent it is incorporated into and necessary for Byrne's Pre-Existing Intellectual Property that is incorporated in the products, materials, equipment, deliverables, or services that are purchased through this SOW and for no other purpose.

REPRESENTATIONS AND WARRANTIES

Byrne represents and warrants to Customer that the services under this engagement shall be performed in a good and workmanlike, professional, and timely manner consistent with customary industry practice.

TERMINATION OF CONVENIENCE

The customer may terminate this agreement for any reason provided Byrne is given thirty (30) days advance written notice. All compensation due to Byrne as of the termination date will be reimbursed by the Customer based on the Billing and Payment Schedule which includes time worked and not billed.

NON-SOLICITATION OF BYRNE EMPLOYEES

During the term of this engagement and for a period of one (1) year after termination of this Agreement, the Customer, shall not hire or contract with, directly or indirectly, in any capacity, a Byrne employee who performed services to the Customer, or any person, firm, corporation, partnership, association or entity employing or affiliated with such Byrne employee, to perform any services of any kind whatsoever for the Customer.

INDEMNIFICATION AND LIABILITY

In the event that Byrne agrees to perform services on Customer's property, Byrne agrees to take all reasonable precautions to ensure the safety of its employees, agents, and subcontractors while performing services on the Customer's property. The Customer shall indemnify, defend, and hold harmless Byrne, its employees, agents, and subcontractors from and against any and all claims, losses, damages, or expenses (including reasonable attorney's fees) arising from or in connection with:

1. **Damage to Property:** Any damage to the Customer's property, except to the extent caused by the negligence or willful misconduct of Byrne or its employees.

2. **Injury to Persons:** Any injury to persons (including Byrne’s employees) occurring on the Customer’s property, except to the extent caused by the negligence or willful misconduct of Byrne.
3. **Third-Party Claims:** Any claims, demands, or actions brought by third parties related to Byrne’s performance under this agreement, except those arising from Byrne’s own negligence or willful misconduct.

Regardless of where Byrne performs its services, Byrne shall not be liable for any indirect, consequential, special, or punitive damages, including but not limited to loss of business, loss of data, or damage to reputation, arising out of or in connection with the services provided under this agreement.

MASTER SERVICES AGREEMENT

This SOW may be subject to a separately executed Master Services Agreement between the Parties. In the event there is a Master Services Agreement and in the event of any conflict between the terms of this SOW and the terms of the Master Services Agreement, the terms of this SOW shall prevail provided that the applicable section of the Master Services Agreement is expressly referenced herein. Any capitalized term used but not defined in this SOW shall have the meaning ascribed to it in the Master Services Agreement. In the event there is no Master Services Agreement between the parties, this SOW shall constitute the entire agreement between Byrne and the Customer with respect to the subject matter herein and supersedes all prior or contemporaneous agreements, understandings, representations, or discussions, whether verbal or written, relating to such subject matter.

SIGNATURES

Byrne Software Technologies, Inc. thanks you for the opportunity to submit this Statement of work to the Customer. Please contact me if you have any questions.

Brian Heath | Sales | bdh@byrnesoftware.com | (813) 504-3754

Accepted By: Brenham, Texas	Accepted By: Byrne Software Technologies, Inc.
By:	By:
Print Name:	Print Name:
Title:	Title:
Date:	Date:



City Council Regular Meeting **AGENDA ITEM 12**

Agenda Item: Discuss and Possibly Act Upon Change Order No. 1 Related to Project No. 63C-22C for the Groundwater Supply-Phase 1 Project and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: April 17, 2025

Department: Public Utilities

Staff Contact: Shawn Bolenbarr, Director of Municipal Gas & Utility Services

SUMMARY STATEMENT:

On October 17, 2024, the City Council awarded Project #63C-22C (Groundwater Supply-Phase 1) to Hydro Resources-Mid Continent, Inc. (Hydro Resources) for a total cost of \$1,864,560.00. The scope of this project was to rehabilitate the existing Loesch Street Jasper Aquifer Water Well (Jasper Well) and to construct one new Catahoula Aquifer Water Well (Catahoula Well).

During the rehab of the existing Jasper Well, the contractor found multiple holes in the well casing, and discovered that the bottom of the well could not be accessed because gravel packing had fallen into the well via the holes in the casing. Based on these issues, the recommendation was to plug and abandon the Jasper Well. The cost to plug and abandon the well of \$19,518 (1k) is offset by the savings in rehab costs of \$96,830 (1a through 1g).

During the test well phase of the project, the contractor and Strand recommended that the City extend the test well from 1,150 feet to 1,500 feet creating a deep zone in the Catahoula Aquifer. Based on that recommendation, the City approved the extension of the Catahoula test well from 1,150 feet to 1,500 feet at an additional cost of \$40,950 (1h). The City also approved performing additional development and capacity testing in both zones (Jasper and Catahoula) for an additional cost of \$28,000 (1i). Lastly, the City approved taking additional water samples from both aquifers for an additional cost of \$13,000 (1k).

The net of these changes (Change Order No. 1) is an additional \$4,638.00

ATTACHMENTS:

1. Change Order No. 1 - Hydro Resources

RECOMMENDATION:

Approve Change Order No. 1 to Hydro Resources-Mid Continent, Inc. in the amount of \$4,638.00 related to Project No. 63C-22C for the Groundwater Supply-Phase 1 Project and authorize the Mayor to execute any necessary documentation.



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

March 21, 2025

CHANGE ORDER NO. 1

PROJECT: Groundwater Supply–Phase 1
OWNER: City of Brenham, Texas
CONTRACT: 63C-22C
CONTRACTOR: Hydro Resources-Mid Continent, Inc.

Description of Change

1a	Decrease Bid Item No. 7 quantity from 3 each (EA) to 1 EA at a unit cost of \$1,250 EA.	(DEDUCT)	(\$2,500)
1b	Remove Bid Item No. 8 in its entirety.	(DEDUCT)	(\$17,000)
1c	Remove Bid Item No. 10 in its entirety.	(DEDUCT)	(\$25,000)
1d	Remove Bid Item No. 11 in its entirety.	(DEDUCT)	(\$2,650)
1e	Remove Bid Item No. 12 in its entirety.	(DEDUCT)	(\$15,000)
1f	Remove Bid Item No. 13 in its entirety.	(DEDUCT)	(\$13,680)
1g	Remove Bid Item No. 14 in its entirety.	(DEDUCT)	(\$21,000)
1h	Increase Bid Item No. 18 quantity from 1,150 vertical linear feet (VLF) to 1,500 VLF at a unit cost of \$117per VLF.	ADD	\$40,950
1i	Increase Bid Item No. 20 from 1 EA to 2 EA at a unit cost of \$28,000 EA.	ADD	\$28,000
1j	Increase Bid Item No. 21 Quantity from 2 EA to 4 EA at a unit cost of \$6,500 EA.	ADD	\$13,000
1k	Add Bid Item “Plug and Abandon Existing Well, Remove Existing Wellhead Piping, Concrete Wellhead, and Fencing” at a Lump Sum of \$19,518.	ADD	\$19,518
TOTAL VALUE OF THIS CHANGE ORDER:		ADD	\$4,638

Contract Price Adjustment

Original Contract Price	\$1,864,560
Previous Change Order Adjustments	\$0
Adjustment in Contract Price this Change Order	\$4,638
Current Contract Price including this Change Order	\$1,869,198

VAR:KMH:cdg\S\BRE\3900--3999\3900\281\Construction\Change Orders\CO 1\CO1.docx

TBPE No. F-8405
 TBPLS No. 10030000

City of Brenham-Hydro Resources-Mid Continent, Inc.
Contract 63C-22C, Change Order No. 1
Page 2
March 21, 2025

Contract Substantial and Final Completion Date Adjustment

Original Contract Substantial Completion Date	July 9, 2025
Contract Substantial Completion Date Adjustments due to previous Change Orders	0 Days
Contract Substantial Completion Date Adjustments due to this Change Order	0 Days
Current Substantial Contract Completion Dates including all Change Orders	July 9, 2025

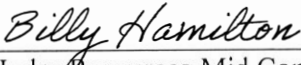
This document shall become a supplement to the Contract and all provisions will apply hereto.

RECOMMENDED


ENGINEER-Strand Associates, Inc.®

3.21.25
Date

APPROVED


CONTRACTOR-Hydro Resources-Mid Continent, Inc.

3-26-25
Date

APPROVED

OWNER-City of Brenham, Texas

Date