



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, JULY 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 - City Attorney Cary Bovey**
- 3. Special Recognitions**
 - ◆ **Andrea Guerra - American Legion Officer of the Year**
 - ◆ **Stephen Draehn - American Legion Firefighter of the Year**
 - ◆ **Robin Hutchens - Texas Registered Municipal Clerk (TRMC) Certification**
- 4. The Banner Press 2025 Rising Stars 20 Under 40**
 - ◆ **Stephanie Doland - Development Services**
 - ◆ **Megan Gray - Animal Services**
 - ◆ **Kelsey Toy - Blue Bell Aquatic Center**
- 5. Proclamations**
 - ◆ **National Parks and Recreation Month**

6. Citizen Comments

CONSENT AGENDA

7. 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.

- 7.a. Approve the Minutes from the June 26, 2025 and July 3, 2025 Regular City Council Meetings**
- 7.b. Approve Ordinance No. O-25-009 on Its Second Reading Amending Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham Granting a Specific Use Permit to Lizeth Andrade and Jorge Mendez Vite for the Property Located at 1306**

Ewing Street, to Allow an Accessory Dwelling Unit (ADU) Use in an R-1 Single-Family Residential Zoning District on Approximately 0.33 Acres of Land Addressed as 1306 Ewing Street, Being Further Described as Washington Terrace, Block 16, Lot PT 3, All 5 & 7, in Brenham, Washington County, Texas (Case Number SPCUSE-25-0008)

- 7.c. Approve Ordinance No. O-25-010 on Its Second Reading Amending Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham Granting a Specific Use Permit to Korbin Scott for the Property Located at 1604 Eldon Street, to Allow an Accessory Dwelling Unit (ADU) Use in an R-1 Single-Family Residential Zoning District on Approximately 0.24 Acres of Land Addressed as 1604 Eldon Street, Being Further Described as Meadow Park Sec II, Lot 23, in Brenham, Washington County, Texas (Case Number SPCUSE-25-0006)**
- 7.d. Approve the Ratification of the Acceptance of Grant 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**

REGULAR SESSION

- 8. Discuss and Possibly Act Upon Resolution No. R-25-019 Adopting Rates and Charges for the City-Managed Fixed Base Operator at the Brenham Municipal Airport**
- 9. Discuss and Possibly Act Upon RFP No. 25-011 Related to the Award of a Bank Depository Services Contract and Authorize the Mayor to Execute Any Necessary Documentation**
- 10. 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, July 17, 2025 was posted to the City Hall bulletin board at 200 W. Vulcan St., Brenham, TX on Monday, July 14, 2025 at 12:30 p.m.

Jeana Bellinger, TRMC, CMC

City Secretary

Disability Access Statement: This meeting is wheelchair accessible. The accessible entrance is located at the Vulcan Street entrance to the City Administration Building. Accessible parking spaces are located adjoining the entrance. Auxiliary aids and services are available upon request (interpreters for the deaf must be requested seventy-two (72) 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

PROCLAMATION

WHEREAS, Parks and recreation programs are an integral part of communities throughout this country, including Brenham, Texas; and

WHEREAS, Parks and recreation are vitally important to establishing and maintaining the quality of life in communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region. Not only do parks and recreation programs build healthy, active communities that aid in prevention of chronic disease, they also provide therapeutic recreation services for those who are mentally or physically disabled, and help boost mental and emotional health; and

WHEREAS, Parks and natural recreation areas offer an array of benefits that include: improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS, The City of Brenham recognizes the benefits derived from parks and recreation resources and is proud to offer residents more than 280 acres of parkland, both developed and undeveloped. These spaces are fundamental to the environmental aspect of our community and offers a place for adults and children to enjoy nature and recreate outdoors; and

WHEREAS, Locals and visitors enjoy Brenham's parks and recreation programs and facilities that are also full of historic value and tradition; and

WHEREAS, The U.S. House of Representatives has designated July as Parks and Recreation Month; and

NOW, THEREFORE, I, Atwood C. Kenjura, Mayor of the City of Brenham, do hereby proclaim July 2025 as

PARKS AND RECREATION MONTH

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



Atwood C. Kenjura
Mayor

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on Thursday, June 26, 2025 beginning at 1:00 PM in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members Present:

Mayor Pro Tem Clint Kolby
Councilmember Leah Cook
Councilmember Paul LaRoche
Councilmember Adonna Saunders
Councilmember Albert Wright
Councilmember Steve Soman

Members Absent:

Mayor Atwood Kenjura

City of Brenham Staff Present:

City Manager Carolyn Miller, City Attorney Cary Bovey, Assistant City Manager Megan Mainer, General Manager of Public Utilities William Bissette, Director of Finance Stacy Hardy, Chief Financial Officer Julie Flagg, Fire Chief Mark Donovan, Assistant Fire Chief David Cella, Interim Police Chief David Gott, Development Services Director Stephanie Doland, Economic & Community Development Director Teresa Rosales, Robin Hutchens, Karen Stack, Kyle Branham, Shawn Bolenbarr, Richard O'Malley, Stephen Draehn, and Kelvin Raven.

Citizens/Others Present:

Sherry Harber, Jes'SeKah Kimble, Regina Grant Richardson, Shawn Richardson, and Joshua Peters (sign language interpreter).

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 - City Manager Carolyn Miller**
- 3. Citizen Comments**

Regina and Shawn Richardson addressed Council regarding an issue with

people parking in front of their home on Simon Street. The Richardson's both stated that they attempted to resolve the issue amicably but were unable to do so and ended up needing to get the police involved. The Richardson's then stated that this did not work either, which led them to contacting city staff about their options. Public Works Director Dane Rau suggested extending the width of the street by five feet and adding a curb, which will stop people from parking in the grass. The Richardson's stated that they are agreeable to the City's plan; however, they would like the width of the street to be extended two feet instead of five feet.

Jes'SeKah Kimble addressed City Council requesting that they consider waving Impact Fees for her father's property on Carrington Lane. Kimble stated that her father has owned the property since 1995 and it was annexed in 2008 with the City making minimal improvements since then.

Sherry Harber addressed Council stating that the downtown parklets are a land grab of public parking and ignoring the need for more parking. Harber stated that these parklets are harmful to downtown businesses causing less parking for visitors and are unattractive to the area. Harber requested that City Council require the removal of parklets.

CONSENT AGENDA

4. Statutory Consent Agenda

- 4.a. Approve the Minutes from the June 9, 2025 Workshop Meeting and the June 12, 2025 Regular City Council Meeting**
- 4.b. Approve the Purchase of a Chevrolet Silverado 3500 Pickup Truck for the City of Brenham Water Construction Department from Lake Country Chevrolet Through The Interlocal Purchasing System (TIPS) Contract No. 240901 in the Amount of \$80,826.25 and Authorize the Mayor to Execute Any Necessary Documentation**
- 4.c. Approve the Purchase of a Chevrolet Silverado 3500 Pickup Truck for the City of Brenham Wastewater Construction Department from Lake Country Chevrolet Through The Interlocal Purchasing System (TIPS) Contract No. 240901 in the Amount of \$111,105.25 and Authorize the Mayor to Execute Any Necessary Documentation**

A motion was made by Councilmember Wright and seconded by Councilmember Saunders to approve Consent Agenda Items 4.a. through 4.c as presented.

Mayor Pro Tem Kolby called for a vote. The motion passed with Council voting as follows:

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

No: None

Absent: Mayor Kenjura

REGULAR SESSION

5. Discuss and Possibly Act Upon Resolution R-25-018 Adopting A Fee Schedule for the Production of Records Under the Public Information Act

Legal and Legislative Services Manager Karen Stack presented this item. Stack stated that the Texas Public Information Act (PIA) allows citizens to access most records held by the City of Brenham and the Attorney General's Office monitors local governments to ensure compliance with the PIA. Stack advised that in addition, the AG sets maximum costs that citizens may be charged for copies or access to records.

Stack explained that the City has previously charged only for voluminous requests. Stack explained that, however, in the last five years, the number of requests received by the City has almost doubled with the most notable increase is in the number of videos requested. Stack advised that videos are the most time-consuming type of record to produce, as they must be viewed in full and usually edited for release. Stack explained that the City is also noting an increased number of requests made for commercial or litigation purposes causing the assistance of a part-time employee to help with record production.

Stack explained that the City Secretary's Office has determined that it is necessary and appropriate for the City to begin charging allowed costs for all requests in order to recoup some of the taxpayer expenses associated with record production. Stack explained that these revenues will also help to offset the future purchase of specialized software to help manage the increased volume of requests.

A motion was made by Councilmember LaRoche and seconded by Councilmember Cook to approve Resolution No. R-25-018 adopting a Fee Schedule for the production of records under the Public Information Act.

Mayor Pro Tem Kolby called for a vote. The motion passed with Council voting as follows:

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

No: None

Absent: Mayor Kenjura

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

General Manager of Public Utilities William Bissette presented this item. Bissette explained that this matter is being returned to Council due to an oversight in the original rate calculation. Bissette advised that a review has identified an error in Rate Schedule W-I (Yard Sprinkler System Service – Urban) requiring correction and reconsideration to ensure accuracy. Bissette advised that Rate Schedule W-I is the rate that all commercial and industrial customers receiving water service through a permanent meter installation, which serves only a yard sprinkler system are charged.

A motion was made by Councilmember Saunders and seconded by Councilmember Wright to approve an Ordinance on its first reading amending the rate tariff schedules for the City of Brenham water utility services and authorize the Mayor to execute any necessary documentation.

Mayor Pro Tem Kolby called for a vote. The motion passed with Council voting as follows:

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

No: None

Absent: Mayor Kenjura

7. Administrative/Elected Officials Report

City Manager Carolyn Miller reported on the following:

- July 3rd - Regular City Council meeting
- July 4th - City Holiday
- July 5th - Hot Night, Cool Tunes

Council adjourned into Executive Session at 1:24 p.m.

EXECUTIVE SESSION

8. Section 551.071, Texas Government Code - Consultation with Attorney -

**Consultation with City Attorney Concerning the Brenham Municipal Airport,
Its Operations and Services, and Associated Matters**

Executive Session adjourned at 2:45 p.m.

ADJOURN

Clint T. Kolby
Mayor Pro Tem

Robin Hutchens
Deputy City Secretary

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on Thursday, July 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
Councilmember Leah Cook
Councilmember Paul LaRoche
Councilmember Adonna Saunders
Councilmember Albert Wright
Councilmember Steve Soman

Members Absent:

Mayor Pro Tem Clint Kolby

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 Finance Stacy Hardy, Director of Public Works Dane Rau, Chief Financial Officer Julie Flagg, Assistant Fire Chief David Cella, Interim Police Chief David Gott, Development Services Director Stephanie Doland, Economic & Community Development Director Teresa Rosales, Kyle Branham, Jason Lange, Steven Eilert, and Leigh Linden.

Citizens/Others Present:

Mary Ellen Arbuckle, Sherry Harbor, Katlyn Marburger, Stayton Scott, Korbin Scott, Donna Lehmann, Tam Le, Gem Nguyen, Lizeth Andrade, Alan Lehmann, and Shannan Canales.

Media Present:

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

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags - Mayor Atwood C. Kenjura**
- 3. Special Presentation by the City of Brenham Community Services Grant Recipient - Brenham Pregnancy Center**

4. Citizen Comments

Sherry Harber addressed City Council stating that the City is using taxpayer money to fund a public seating area that has no benefit to the general public. Harber requested that City Council have the parklet on Park Street, located on the side of Mescalito Coffee, removed.

CONSENT AGENDA

5. Statutory Consent Agenda

5.a. Approve Ordinance No. O-25-008 on Its Second Reading Amending the Rate Tariff Schedules for the City of Brenham Water Utility Services

A motion was made by Councilmember Wright and seconded by Councilmember Saunders to approve Consent Agenda Item 5.a. as presented.

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

Yes: Mayor Kenjura, Councilmember Cook, Councilmember LaRoche, Councilmember Saunders, Councilmember Wright, Councilmember Soman

No: None

Absent: Mayor Pro Tem Kolby

PUBLIC HEARING AND ASSOCIATED ACTION ITEM

6. Public Hearing, Discussion and Possibly Act Upon an Ordinance on Its First Reading Amending Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham Granting a Specific Use Permit to Lizeth Andrade and Jorge Mendez Vite for the Property Located at 1306 Ewing Street, to Allow an Accessory Dwelling Unit (ADU) Use in an R-1 Single-Family Residential Zoning District on Approximately 0.33 Acres of Land Addressed as 1306 Ewing Street, Being Further Described as Washington Terrace, Block 16, Lot PT 3, All 5 & 7, in Brenham, Washington County, Texas (Case Number SPCUSE-25-0008)

Director of Development Services Stephanie Doland presented this item. Doland stated that Lizeth Andrade and Jorge Mendez Vite, the property owners and applicants, are requesting approval of a Specific Use Permit to construct an 18'x22', 1-story (396 sq.ft.), detached accessory dwelling unit (ADU). Doland explained the proposed

detached ADU is intended to be utilized as accommodation for guests and family. Doland explained that in addition to meeting the building codes and the requirements for structures and uses within the R-1 District, Section 10.02(4) of the Zoning Regulations lists six additional development standards for ADUs. Doland advised that the proposed ADU met or exceeded each of the additional development standards.

Doland advised that during a site visit, it was found that the subject property was currently nonconforming to the off-street parking requirements for an existing single-family home. Doland explained that a condition that the subject property be brought up to the zoning code for off-street parking for the principal structure is recommended for approval of the Specific Use Permit.

Doland advised that on Monday, June 23, 2025, after conducting a Public Hearing, the Planning and Zoning Commission voted unanimously to recommend approval of the SUP with the condition to provide two (2) off-street parking spaces for the principal dwelling unit per zoning regulation Section 16.01(1).

A motion was made by Councilmember Cook and seconded by Councilmember Saunders to approve an Ordinance on its first reading amending Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham granting a Specific Use Permit to Lizeth Andrade and Jorge Mendez for the property located at 1306 Ewing Street, to allow an Accessory Dwelling Unit (ADU) use in an R-1 Single-Family Residential Zoning District on approximately 0.33 acres of land addressed as 1306 Ewing Street, being further described as Washington Terrace, Block 16, Lot PT 3, All 5 & 7, in Brenham, Washington County, Texas (Case Number SPCUSE-25-0008), with the condition to provide two (2) off-street parking spaces for the principal dwelling unit per zoning regulation Section 16.01(1).

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

Yes: Mayor Kenjura, Councilmember Cook, Councilmember LaRoche, Councilmember Saunders, Councilmember Wright, Councilmember Soman

No: None

Absent: Mayor Pro Tem Kolby

7. Public Hearing, Discussion and Possibly Act Upon an Ordinance on Its First Reading Amending Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham Granting a Specific Use Permit to Korbin Scott for the Property Located at 1604 Eldon Street, to Allow an Accessory Dwelling Unit (ADU) Use in an R-1 Single-Family Residential Zoning District on Approximately 0.24 Acres of Land Addressed as 1604 Eldon Street, Being Further Described as Meadow Park Sec II, Lot 23, in Brenham, Washington

County, Texas (Case Number SPCUSE-25-0006)

Director of Development Service Stephanie Doland presented this item. Doland stated that Korbin Scott, the property owner and applicant, is requesting approval of a Specific Use Permit to construct a 18'x30', 1-story (540 sq.ft.), detached accessory dwelling unit (ADU). Doland explained that the proposed detached ADU is intended to be utilized as a home for his father. (See Attached Staff Report Exhibit G). Doland advised that the proposed ADU meets or exceeds each of the additional development standards, except that the proposed site does not provide a designated off-street parking space for the ADU as required.

Doland advised that on Monday, June 23, 2025, after conducting a Public Hearing, the Planning and Zoning Commission voted unanimously to recommend approval of the SUP request as presented in the Staff Report, with the condition to provide a dedicated off-street parking space of concrete or asphalt for the ADU.

A motion was made by Councilmember Cook and seconded by Councilmember Wright to approve an Ordinance on its first reading amending Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham granting a Specific Use Permit to Korbin Scott for the property located at 1604 Eldon Street, to allow an Accessory Dwelling Unit (ADU) use in an R-1 Single-Family Residential Zoning District on approximately 0.24 acres of land addressed as 1604 Eldon Street, being further described as Meadow Park Sec II, Lot 23, in Brenham, Washington County, Texas (Case Number SPCUSE-25-0006), with the condition to provide a dedicated off-street parking space of concrete or asphalt for the ADU.

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

Yes: Mayor Kenjura, Councilmember Cook, Councilmember LaRoche, Councilmember Saunders, Councilmember Wright, Councilmember Soman

No: None

Absent: Mayor Pro Tem Kolby

REGULAR SESSION

8. Discuss and Possibly Act Upon RFP No. 25-010 for the Annual Wood Pole Inspection and Reinforcement Project and Authorize the Mayor to Execute Any Necessary Documentation

Electric Superintendent Jason Lange presented this item. Lange advised that in June 2025, the Purchasing Department opened two bids for the 2025 Wood Pole

Inspection Project. Lange explained that this project will allow for inspection of 641 wood poles which typically have integrity issues at the ground level. Lange explained that the contractor will re-inspect the poles and verify that they can be reinforced and then will attach the reinforcing mechanism, extending their life for another 10 to 15 years.

Lange advised that the RFP was only for pole inspection services, not reinforcement services. The City has budgeted \$61,000.00 for this project and will inspect as many poles as possible with the allocated funds.

A motion was made by Councilmember LaRoche and seconded by Councilmember Saunders to award RFP No. 25-010 for the Annual Wood Pole Inspection Project to Entrust Solutions Group in an amount not to exceed \$61,000.00 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, Councilmember Cook, Councilmember LaRoche, Councilmember Saunders, Councilmember Wright, Councilmember Soman

No: None

Absent: Mayor Pro Tem Kolby

9. Administrative/Elected Officials Report

City Manager Carolyn Miller reported on the following:

- July 4th - City Holiday
- July 5th - Hot Night Cool Tunes
- July 17th - Regular City Council Meeting

Council adjourned into Executive Session at 1:56 p.m.

EXECUTIVE SESSION

10. Section 551.071, Texas Government Code - Consultation with Attorney - Consultation with City Attorney Regarding Dustyn Banik, Alma Sanchez and Gerran Banik v. City of Brenham, Texas; Civil Action No. 4:25-cv-2487; United States District Court, Southern District of Texas, Houston Division

11. Section 551.071, Texas Government Code - Consultation with Attorney -

**Consultation with City Attorney Concerning Claims of Illegality of the
Downtown Parklet Located in the 200 Block of Park Street, and Associated
Matters**

**12. Section 551.072, Texas Government Code - Deliberation Regarding Real
Property - Discussion Regarding the Purchase, Exchange and/or Acquisition
of Real Property for the City of Brenham Electric Department Improvements
and Facilities**

Executive Session adjourned at 3:14 p.m.

ADJOURN

Atwood C. Kenjura
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

ORDINANCE NO. O-25-009

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF BRENHAM GRANTING A SPECIFIC USE PERMIT TO ALLOW AN ACCESSORY DWELLING UNIT (ADU) USE IN AN R-1 SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT ON APPROXIMATELY 0.33 ACRES OF LAND ADDRESSED AS 1306 EWING STREET, BEING FURTHER DESCRIBED AS WASHINGTON TERRACE SUBDIVISION, BLOCK 16, LOT PART 3, LOT 5 & 7, IN BRENHAM, WASHINGTON COUNTY, TEXAS.

WHEREAS, Lizeth Andrade and Jorge Mendez Vite, the property owners of the 0.33 acres of land generally located on the east side of Ewing Street, north of Sayles Street and south of McNeese Street and addressed as 1306 Ewing Street, being further described as Washington Terrace Subdivision Block 16, Lot PT 3, All 5 & 7, in Brenham, Washington County, Texas (the “Property”), have requested that the Property be issued a Specific Use Permit for an Accessory Dwelling Unit; and

WHEREAS, the City of Brenham has adopted Appendix A – “Zoning” of the City of Brenham Code of Ordinances, as amended, which divides the City of Brenham into various zoning districts; and

WHEREAS, Appendix A – “Zoning” of the City of Brenham Code of Ordinances authorizes the City Council to grant specific use permits for specific uses within the various zoning districts; and

WHEREAS, at least ten (10) days after publication in the official newspaper of the City of the time and place of a public hearing and at least ten (10) days after written notice of that hearing was mailed to the owners of land within two hundred feet of the Property in the manner required by law, the Planning & Zoning Commission held a public hearing on the requested Specific Use Permit; and

WHEREAS, this amendment was recommended unanimously for approval by the Brenham Planning and Zoning Commission during its regular meeting on June 23, 2025; and

WHEREAS, the City Council desires to approve this Ordinance granting the specific use permit, as described herein below; and

WHEREAS, at least fifteen (15) days after publication in the official newspaper of the City of the time and place of a public hearing for the requested rezoning, the City Council held the public hearing for the requested Specific Use Permit and the City Council considered the final report of the Planning & Zoning Commission;

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

SECTION 1. The Official Zoning Map of the City of Brenham is hereby amended to grant a Specific Use Permit to Lizeth Andrade and Jorge Mendez Vite for an accessory dwelling unit (ADU), more particularly described in Exhibit “B”, in an R-1 Single-Family Residential use zoning district on approximately 0.33 acres of land addressed as 1306 Ewing Street, being further described as Washington Terrace Subdivision, Block 16, Lot PT 3, All 5 & 7, in Brenham, Washington County, Texas, said 0.33 acres of land being shown on Exhibit “A” attached hereto and incorporated herein for all purposes.

SECTION 2. The development of the ADU shall be in accordance with the following special condition on the subject 0.33-acre tract: 1) Provide required two (2) off-street parking spaces for the principal dwelling per zoning regulations Section 16.01(1).

SECTION 3. Upon holding a properly notified public hearing, the City Council may amend, change, or rescind the Specific Use Permit granted by this Ordinance if:

- a. There is a violation and conviction of any of the provisions of this Ordinance, or any ordinance of the City of Brenham, that occurs on the Property;
- b. The premises, or Property, used pursuant to the Specific Use Permit granted by this Ordinance are enlarged, modified, structurally altered, or otherwise significantly changed unless a separate Specific Use Permit is granted for such enlargement, modification, structural alteration, or change;
- c. As otherwise permitted by law and/or Brenham’s Zoning Ordinance, as it exists or may be amended.

SECTION 4. This Ordinance shall take effect as provided by the Charter of the City of Brenham, Texas.

PASSED and APPROVED on its first reading this the 3rd day of July 2025.

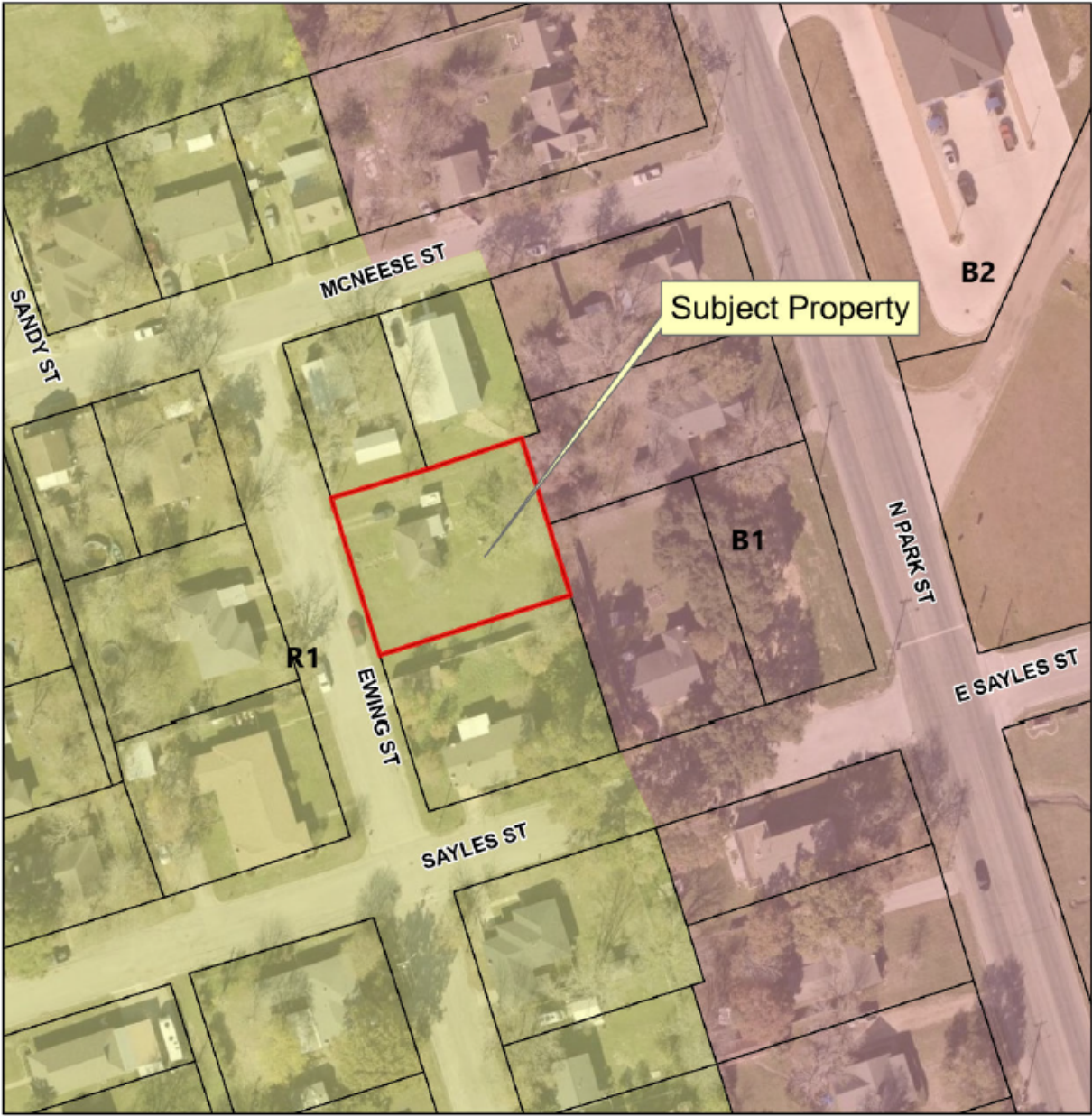
PASSED and APPROVED on its second reading this the 17th day of July 2025.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

EXHIBIT "A"



Legend

- City Parcels
- B1 Local Business Mixed
- B2 Commercial
- R1 Residential Single Family
- City Roads

**Zoning Map
Specific Use Permit for ADU
1306 Ewing Street**

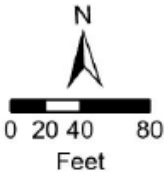
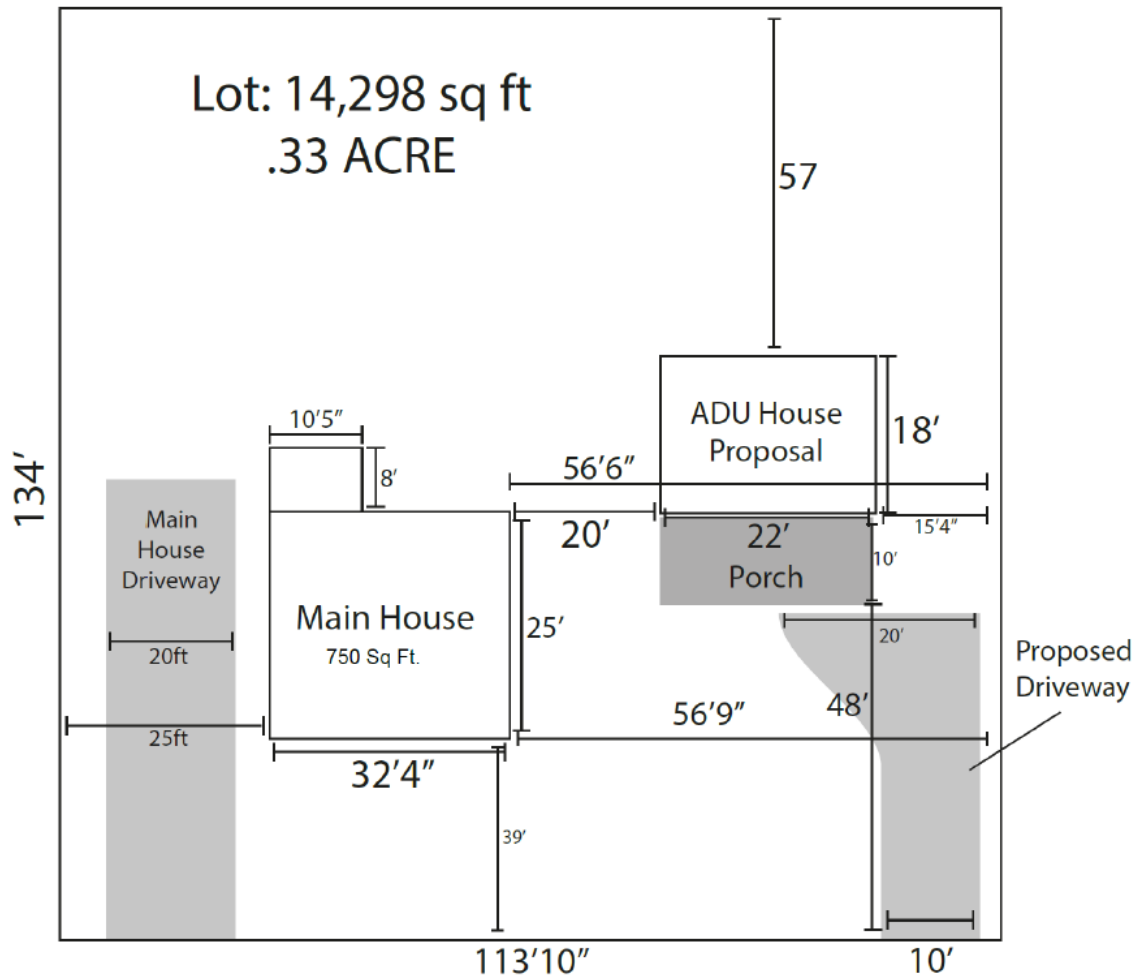


EXHIBIT "B"
Site Plan



ORDINANCE NO. O-25-010

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF BRENHAM GRANTING A SPECIFIC USE PERMIT TO ALLOW AN ACCESSORY DWELLING UNIT (ADU) USE IN AN R-1 SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT ON APPROXIMATELY 0.24 ACRES OF LAND ADDRESSED AS 1604 ELDON STREET, BEING FURTHER DESCRIBED AS MEADOW PARK SUBDIVISION SECTION II, LOT 23, IN BRENHAM, WASHINGTON COUNTY, TEXAS.

WHEREAS, Korbin Scott, the owner of the 0.24 acres of land generally located on the north side of Eldon Street, west of Edward Street and east of N. Drumm Street and addressed as 1604 Eldon Street, being further described as Meadow Park Subdivision Section II, Lot 23, in Brenham, Washington County, Texas (the “Property”), have requested that the Property be issued a Specific Use Permit for an Accessory Dwelling Unit; and

WHEREAS, the City of Brenham has adopted Appendix A – “Zoning” of the City of Brenham Code of Ordinances, as amended, which divides the City of Brenham into various zoning districts; and

WHEREAS, Appendix A – “Zoning” of the City of Brenham Code of Ordinances authorizes the City Council to grant specific use permits for specific uses within the various zoning districts; and

WHEREAS, at least ten (10) days after publication in the official newspaper of the City of the time and place of a public hearing and at least ten (10) days after written notice of that hearing was mailed to the owners of land within two hundred feet of the Property in the manner required by law, the Planning & Zoning Commission held a public hearing on the requested Specific Use Permit; and

WHEREAS, this amendment was recommended unanimously for approval by the Brenham Planning and Zoning Commission during its regular meeting on June 23, 2025; and

WHEREAS, the City Council desires to approve this Ordinance granting the specific use permit, as described herein below; and

WHEREAS, at least fifteen (15) days after publication in the official newspaper of the City of the time and place of a public hearing for the requested rezoning, the City Council held the public hearing for the requested Specific Use Permit and the City Council considered the final report of the Planning & Zoning Commission;

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

SECTION 1. The Official Zoning Map of the City of Brenham is hereby amended to grant a Specific Use Permit to Korbin Scott for an accessory dwelling unit (ADU), more particularly described in Exhibit “B”, in an R-1 Single-Family Residential use zoning district on approximately 0.24 acres of land addressed as 1604 Eldon Street, being further described as Meadow Park Subdivision Section II, Lot 23 in Brenham, Washington County, Texas, said 0.24 acres of land being shown on Exhibit “A” attached hereto and incorporated herein for all purposes.

SECTION 2. The development of the ADU shall be in accordance with the following special condition on the subject 0.24-acre tract: 1) That a dedicated off-street parking space of concrete or asphalt be provided for the Accessory Dwelling Unit.

SECTION 3. Upon holding a properly notified public hearing, the City Council may amend, change, or rescind the Specific Use Permit granted by this Ordinance if:

- a. There is a violation and conviction of any of the provisions of this Ordinance, or any ordinance of the City of Brenham, that occurs on the Property;
- b. The premises, or Property, used pursuant to the Specific Use Permit granted by this Ordinance are enlarged, modified, structurally altered, or otherwise significantly changed unless a separate Specific Use Permit is granted for such enlargement, modification, structural alteration, or change;
- c. As otherwise permitted by law and/or Brenham’s Zoning Ordinance, as it exists or may be amended.

SECTION 4. This Ordinance shall take effect as provided by the Charter of the City of Brenham, Texas.

PASSED and APPROVED on its first reading this the 3rd day of July 2025.

PASSED and APPROVED on its second reading this the 17th day of July 2025.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

EXHIBIT "A"

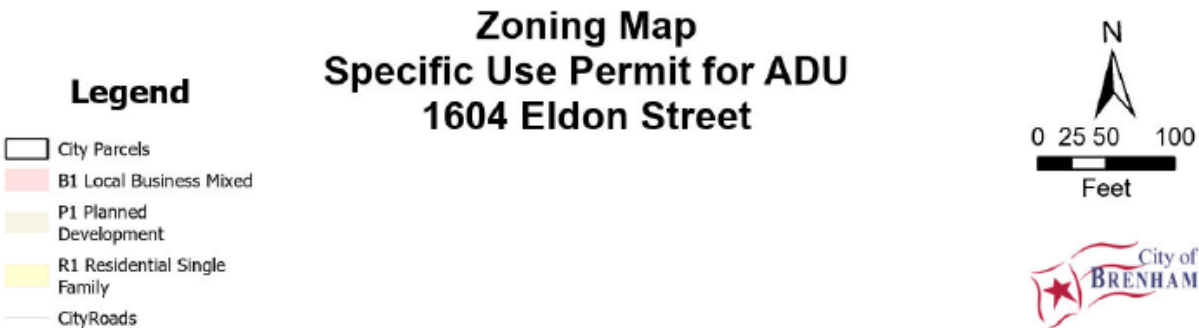
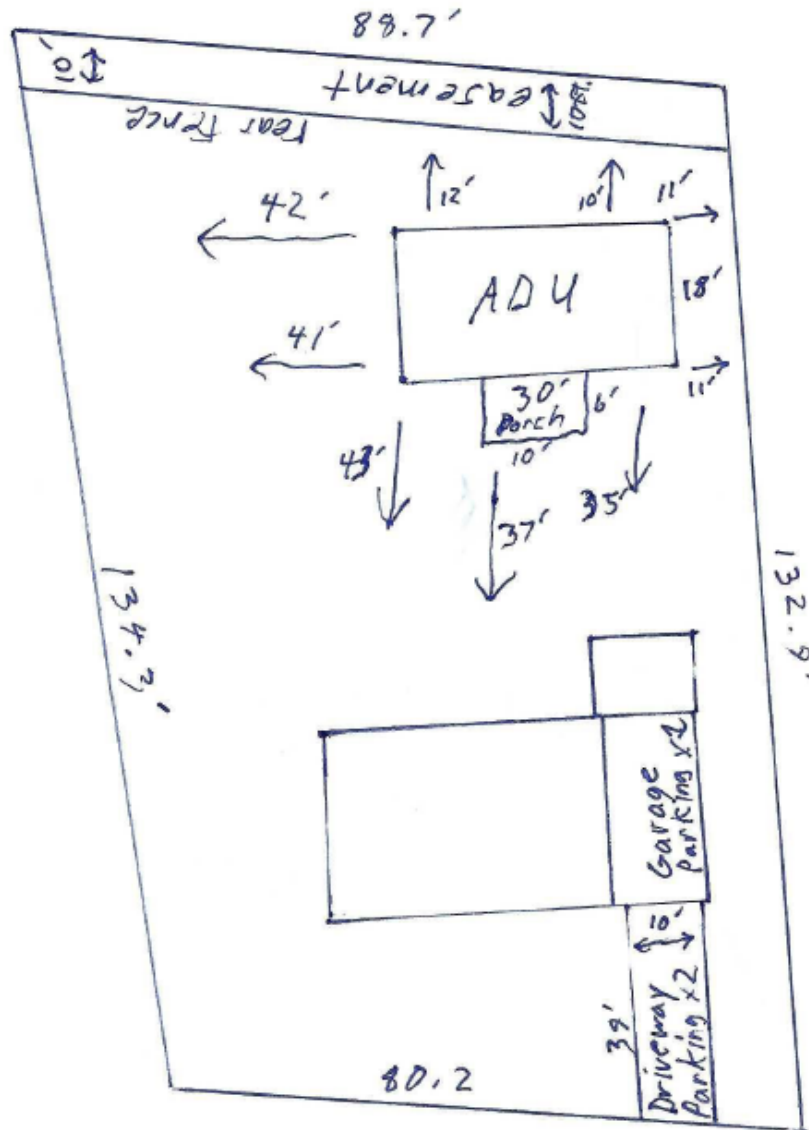


EXHIBIT "B"
Site Plan



1604 Eldon St.



City Council Regular Meeting
AGENDA ITEM 7.d

Agenda Item: **Approve the Ratification of the Acceptance of Grant 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: July 17, 2025

Department: Development Services

Staff Contact: Megan Mainer, Assistant City Manager

SUMMARY STATEMENT:

On April 17, the City Council approved the execution of TxDOT Aviation Requests for FY2021 Airport Coronavirus Response Grant Program and TxDOT Aviation Request for 2021 Airport Rescue Grant Program Funding documents to qualify the City of Brenham to receive funds from Coronavirus Response and Relief Supplemental Appropriation Act (CRRSAA) and American Rescue Plan Act (ARPA) in the amount of \$82,000.00.

The purpose of these programs was 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 or local expenditure required as these two programs were created to reimburse airports for operational expenses already incurred.

The TxDOT Aviation Requests for FY2021 Airport Coronavirus Response Grant Program and TxDOT Aviation Request for 2021 Airport Rescue Grant Program Funding documents were submitted to TxDOT and the last step is for the City of Brenham to ratify the grants.

ATTACHMENTS:

1. CRSSA Grant Agreement
2. ARPA Grant Agreement

RECOMMENDATION:

Approve the ratification of the acceptance of grant 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.

**TEXAS DEPARTMENT OF TRANSPORTATION
AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM GRANT AGREEMENT**

PART I – OFFER

Offer Date April 22, 2025

Airport Brenham Municipal Airport

Grant/Project Number 21CRBRNHM

Unique Entity Identifier LR1CG7U24144

TO: City of Brenham, Texas
(herein called the "Sponsor")

FROM: The State of Texas, acting through the Texas Department of Transportation (herein called the "State")

WHEREAS, the Sponsor has submitted to the State an Airports Coronavirus Response Grant Program (herein called "ACRGP") Application dated April 17, 2025, for a grant of Federal funds at or associated with Brenham Municipal Airport; which is included as part of this ACRGP Grant Agreement, (herein called the "Grant");

This Agreement is made and entered into by and between the Texas Department of Transportation, (hereinafter referred to as the "State"), for and on behalf of the State of Texas, and City of Brenham, Texas, (herein called the "Sponsor").

WHEREAS, City of Brenham has accepted the terms of the State's Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the State has approved the Grant Application for Brenham Municipal Airport consisting of the following:

WHEREAS, the purpose of this Grant is to prevent, prepare for, and respond to coronavirus. Funds provided under this Grant must only be used for purposes directly related to the airport and shall be provided to such covered airport using this Grant which include the terms, conditions, and assurances attached hereto. Such purposes can include the reimbursement of an airport's costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens in accordance with the limitations prescribed in the Act and incurred no earlier than January 20, 2020. This Grant also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after December 27, 2020. Funds provided under this Grant will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combatting the spread of pathogens may not be funded with this Grant.

NOW THEREFORE, in accordance with the applicable provisions of the CRRSA Act, Public Law 116-260, the representations contained in the ACRGP Request for Funding, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the

conditions as herein provided,

THE TEXAS DEPARTMENT OF TRANSPORTATION, FOR AND ON BEHALF OF THE STATE OF TEXAS, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is.

The following amount represents the calculation of the maximum total obligation available under the provisions of the CRRSA Act, provided to the Sponsor according to CRRSA Act formulas:

\$23,000

2. **Period of Performance.** The period of performance shall commence on the date the Sponsor formally accepts this Grant. The end date of the period of performance is **June 6, 2025**.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the State authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the State has determined to be unallowable under ACRGP.
4. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
5. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Grant, the CRRSA Act, and the regulations, policies, standards and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the State any disengagement from funding eligible expenses under the Grant that exceeds three months and request prior approval from State. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this Grant and any addendum that may be attached hereto at a later date by mutual consent.
6. **Amendments or Withdrawals before Grant Acceptance.** The State reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
7. **Offer Expiration Date.** This offer will expire and the State will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before April 1, 2025, or such subsequent date as may be prescribed in writing by the State.
8. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Grant, the

CRRSA Act or other provision of applicable law. For the purposes of this Grant, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the State. The Sponsor must furnish to the State, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the State.

9. **State of Texas Not Liable for Damage or Injury.** The State is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Grant, including, but not limited to, any action taken by the Sponsor related to or arising from, directly or indirectly, this Grant.
10. **Electronic Grant Payment(s).** The Sponsor must use the eGrants system to electronically submit each pay request, and associated support documentation. The State will provide payment request forms to upload with supporting documentation. The State will review invoices manually to ensure payment eligibility and is committed to processing payments in a timely manner.
11. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
12. **Buy American.** Unless otherwise approved in advance by the State, in accordance with 49 U.S.C. § 50101 the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any permitted use for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract under this Grant.
13. **Audits for Private Sponsors.** When the period of performance has ended, the Sponsor must provide a copy of an audit of this Grant prepared in accordance with accepted standard audit practices, such audit to be submitted to the State.
14. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. Upon request of the State, the Sponsor shall provide one copy of the completed audit to the State.
15. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - A. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-federal entity attesting the entity is not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
 - B. Require prime contractors and subcontractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
 - C. Immediately disclose to the State whenever the Sponsor (1) learns the Sponsor has entered

into a covered transaction with an ineligible entity, or (2) suspends or debarbs a contractor, person, or entity.

16. Ban on Texting While Driving.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all contracts and subcontracts.

17. Trafficking in Persons.

- A. The Sponsor, as the recipient, and the Sponsor's employees, under this award, may not —
 - 1. Engage in severe forms of trafficking in persons during the period of time this Grant is in effect;
 - 2. Procure a commercial sex act during the period of time that the award is in effect; or
 - 3. Use forced labor in the performance of the Grant.
- B. The State as the awarding agency may unilaterally terminate this award, without penalty, if a Sponsor that is a private entity —
 - 1. Is determined to have violated a prohibition in paragraph A of this Grant term; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A of this Grant term through conduct that is either—
 - a. Associated with performance under this award; or
 - b. Assigned to the Sponsor using the standards and due process for directing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- 3. The Sponsor must inform the State immediately of any information received from any source alleging a violation of a prohibition in paragraph A during this Grant term.
- 4. The State's right to terminate unilaterally that is described in paragraph A of this section:
 - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

- b. Is in addition to all other remedies for noncompliance that are available to the FAA and State under this Grant.

18. Employee Protection from Reprisal.

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of the Sponsor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal office or employee responsible for oversight of a grant program;
 - e. A court or grand jury;
 - f. A management office of the Sponsor; or
 - g. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

19. Limitations. Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the State prior to the date of this Grant.

20. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the State and Sponsor fail to comply with this requirement, the State may suspend, cancel, or terminate this Agreement.

SPECIAL CONDITIONS FOR USE OF ACRGP FUNDS

CONDITIONS FOR ROLLING STOCK/EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees to treat the proceeds from the trade-in or sale of equipment being replaced with these funds as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this grant, such equipment shall be used solely for purposes directly related to the Airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired using funds provided under this Grant:
 - a. Will be maintained and used at the Airport for which they were purchased; and
 - b. Will not be transferred, relocated, or used at another airport without the advance consent of the State.

The Sponsor further agrees to maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

1. **Utilities Proration.** For purposes of computing the Sponsor's share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor, as applicable, to operate and maintain airport(s) included in this Grant must not exceed the percent attributable to the capital or operating costs of the airport.
2. **Utility Relocation in Grant.** The Sponsor understands and agrees, that:
 - a. The State will not participate in the cost of any utility relocation unless and until the Sponsor, has submitted evidence satisfactory to the State, that the Sponsor is legally responsible for payment of such costs;
 - b. State participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
 - c. The utilities must serve a purpose directly related to the Airport for which the Grant is made.
3. **Land Acquisition.** Where funds provided for by this Grant used for the purpose of acquiring land, the State agrees and will require the Sponsor agree to record the Grant, including the grant assurances and any and all related requirements, encumbrances, and restrictions that shall apply to such land, in the public land records of the jurisdiction in which the land is located.

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application. The Sponsor understands funding made available under this Grant may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, the Grant constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

Dated: MAY 5, 2025

City of Brenham, Texas

City of Brenham, Texas

Atwood Kenjura
(Signature of Sponsor's Authorized
Official)

By: Atwood Kenjura
(Typed Name of Sponsor's Authorized
Official)

Title: Mayor
(Title of Sponsor's Authorized Official)

The Sponsor's acceptance of this Offer and ratification and adoption of the Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the ACRGP, constituting the contractual obligations and rights of the State and the Sponsor with respect to the accomplishment of the grant application and compliance with the assurances and conditions as provided herein. Such Grant shall become effective upon the Sponsor's acceptance of this Offer.

**STATE OF TEXAS
TEXAS DEPARTMENT OF
TRANSPORTATION**

(Signature)

Daniel Harmon

(Typed Name)

Director, Aviation Division

(Title)

**AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP)
ASSURANCES
AIRPORT SPONSORS**

A. General.

1. These Airport Coronavirus Relief Grant Program (ACRGP) Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Relief and Relief Supplemental Appropriations Act of 2020 (CRRSA Act or "the Act"), Public Law Number, Public Law 116-260. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of the sponsor, these assurances are incorporated into and become part of this Grant Agreement.

B. Sponsor Certification.

The Sponsor hereby assures and certifies, with respect to this ACRGP Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this ACRGP Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 - Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 14005 - Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3,4}
- c. 2 CFR Part 1200 - Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 - Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- g. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹

- h. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- i. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).¹
- j. 49 CFR Part 20 - New restrictions on lobbying.
- k. 49 CFR Part 21 - Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 - Participation by Disadvantaged Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- n. 49 CFR Part 27 - Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- o. 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 - Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 - Seismic Safety.

FOOTNOTES TO ASSURANCE ACRGP ASSURANCE B.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. **Purpose Directly Related to the Airport.** It certifies that the reimbursement sought is for a purpose directly related to the Airport.
2. **Responsibility and Authority of the Sponsor.**
 - a. **Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
 - b. **Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.
3. **Good Title.** It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the Airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
4. **Preserving Rights and Powers.**
 - a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
 - b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the Airport will continue to function as a public-use airport in accordance with this Grant Agreement.
 - c. If an arrangement is made for management and operation of the Airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the Airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.
5. **Consistency with Local Plans.** Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the ACRP application or State subaward as applicable) of public agencies that are authorized by the

State in which the project is located to plan for the development of the area surrounding the Airport.

6. **Consideration of Local Interest.** It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.
7. **Consultation with Users.** In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the Airport at which project(s) is/are proposed.
8. **Pavement Preventative Maintenance.** With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the Airport, it assures or certifies that it has implemented an effective Airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the Airport, including ACRGP funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.
9. **Accounting System, Audit, and Record Keeping Requirements.**
 - a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
 - b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.
10. **Minimum Wage Rates.** It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. **Veteran's Preference.** It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. **Operation and Maintenance.**

a. The Airport and all facilities which are necessary to serve the aeronautical users of the Airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the Airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the Airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the Airport's aeronautical facilities whenever required;
- 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
- 3) Promptly notifying airmen of any condition affecting aeronautical use of the Airport. Nothing contained herein shall be construed to require that the Airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. **Hazard Removal and Mitigation.** It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the Airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. **Compatible Land Use.** It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of

the Airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. **Exclusive Rights.** The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the Airport.

16. **Airport Revenues.**

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP State Block Grant Agreement will only be expended for the capital or operating costs of the Airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the Airport(s) subject to this Agreement and all applicable addendums for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the Airport, and debt service payments as prescribed in the Act.
- b. For airport development, 49 U.S.C. § 47133 applies.

17. **Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the Airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the Airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the Airport to other units of government and the amount of compensation received for provision of each such service and property.

18. **Land for Federal Facilities.** It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the Airport showing:
 - 1) boundaries of the Airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the Airport's property boundary. Such Airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the Airport layout plan. The sponsor will not make or permit any changes or alterations in the Airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the Airport.
- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the Airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the Airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the Airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights. It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other Federal financial assistance to construct,

expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the Airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language.

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.

- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
 - g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.
21. **Foreign Market Restrictions.** It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
22. **Policies, Standards and Specifications.** It will carry out any project funded under an Airport Coronavirus Relief Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated March 25, 2021, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
23. **Access By Intercity Buses.** The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the Airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.
24. **Disadvantaged Business Enterprises.** The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this Agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).
25. **Acquisition Thresholds.** The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

**TEXAS DEPARTMENT OF TRANSPORTATION
AIRPORT RESCUE PLAN ACT GRANT AGREEMENT**

PART I – OFFER

Offer Date	<u>April 22, 2025</u>
Airport	<u>Brenham Municipal Airport</u>
Grant/Project Number	<u>22CVBRNHM</u>
Unique Entity Identifier	<u>LR1CG7U24144</u>
TO:	<u>City of Brenham, Texas</u> (herein called the "Sponsor")

FROM: The State of Texas, acting through the Texas Department of Transportation (herein called the "State")

WHEREAS, the Sponsor has submitted to the State a Request for FY 2021 Airport Rescue Grant Program Funding, dated April 17, 2025, for a grant of Federal funds at or associated with Brenham Municipal Airport;

This Grant Agreement, (hereinafter called "Grant"), is made and entered into by and between the Texas Department of Transportation, (hereinafter referred to as the "State"), for and on behalf of the State of Texas, and City of Brenham, Texas, (herein called the "Sponsor").

WHEREAS, City of Brenham has accepted the terms of the State's Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the State has approved the request for funding for Brenham Municipal Airport consisting of the following

WHEREAS, the purpose of this Grant is to prevent, prepare for, and respond to coronavirus. Funds provided under this Grant must only be used for purposes directly related to the airport and shall be provided to such covered airport using this Grant which include the terms, conditions, and assurances attached hereto. Such purposes can include the reimbursement of an airport's costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens in accordance with the limitations prescribed in the Act and incurred no earlier than January 20, 2020. This Grant also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after March 11, 2021. Funds provided under this Grant will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combatting the spread of pathogens may not be funded with this Grant.

NOW THEREFORE, in accordance with the applicable provisions of the American Rescue Plan Act of 2021 ("ARP Act or the Act"), Public Law 117-2, the representations contained in Airport Rescue Grant Request for Funding, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE TEXAS DEPARTMENT OF TRANSPORTATION, FOR AND ON BEHALF OF THE STATE OF TEXAS, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$59,000

2. **Period of Performance.** The period of performance shall commence on the date the Sponsor formally accepts this Grant. The end date of the period of performance is August 19, 2025.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the State authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant.

3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the State has determined to be unallowable under the ARP Act.
4. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
5. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Grant, the ARP Act, and the regulations, policies, standards and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the State any disengagement from funding eligible expenses under the Grant that exceeds three months and request prior approval from State. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this Grant and any addendum that may be attached hereto at a later date by mutual consent.
6. **Amendments or Withdrawals before Grant Acceptance.** The State reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
7. **Offer Expiration Date.** This offer will expire and the State will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before June 30, 2025, or such subsequent date as may be prescribed in writing by the State.
8. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Grant, the ARP Act or other provision of applicable law. For the purposes of this Grant, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the State. The Sponsor must furnish to the State, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts

taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the State.

9. **State of Texas Not Liable for Damage or Injury.** The State is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Grant, including, but not limited to, any action taken by the Sponsor related to or arising from, directly or indirectly, this Grant.
10. **Electronic Grant Payment(s).** The Sponsor must use the eGrants system to electronically submit each pay request, and associated support documentation. The State will provide payment request forms to upload with supporting documentation. The State will review invoices manually to ensure payment eligibility and is committed to processing payments in a timely manner.
11. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
12. **Buy American.** Unless otherwise approved in advance by the State, in accordance with 49 U.S.C. § 50101 the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any permitted use for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract under this Grant.
13. **Audits for Private Sponsors.** When the period of performance has ended, the Sponsor must provide a copy of an audit of this Grant prepared in accordance with accepted standard audit practices, such audit to be submitted to the State.
14. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. Upon request of the State, the Sponsor shall provide one copy of the completed audit to the State.
15. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - A. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-federal entity attesting the entity is not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
 - B. Require prime contractors and subcontractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
 - C. Immediately disclose to the State whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debar a contractor, person, or entity.

16. Ban on Texting While Driving.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all contracts and subcontracts.

17. Trafficking in Persons.

- A. The Sponsor, as the recipient, and the Sponsor's employees, under this award, may not —
 - 1. Engage in severe forms of trafficking in persons during the period of time this Grant is in effect;
 - 2. Procure a commercial sex act during the period of time that the award is in effect; or
 - 3. Use forced labor in the performance of the Grant.
- B. The State as the awarding agency may unilaterally terminate this award, without penalty, if a Sponsor that is a private entity —
 - 1. Is determined to have violated a prohibition in paragraph A of this Grant term; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A of this Grant term through conduct that is either—
 - a. Associated with performance under this award; or
 - b. Assigned to the Sponsor using the standards and due process for directing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- 3. The Sponsor must inform the State immediately of any information received from any source alleging a violation of a prohibition in paragraph A during this Grant term.
- 4. The State's right to terminate unilaterally that is described in paragraph A of this section:
 - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - b. Is in addition to all other remedies for noncompliance that are available to the FAA and State under this Grant.

18. Employee Protection from Reprisal.

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of the Sponsor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal office or employee responsible for oversight of a grant program;
 - e. A court or grand jury;
 - f. A management office of the Sponsor; or
 - g. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

19. Limitations. Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the State prior to the date of this Grant.

20. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the State and Sponsor fail to comply with this requirement, the State may suspend, cancel, or terminate this Agreement.

SPECIAL CONDITIONS FOR USE OF AIRPORT RESCUE FUNDS

CONDITIONS FOR ROLLING STOCK/EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees to treat the proceeds from the trade-in or sale of equipment being replaced with these funds as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this grant, such equipment shall be used solely for purposes directly related to the Airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired using funds provided under this Grant:
 - a. Will be maintained and used at the Airport for which they were purchased; and
 - b. Will not be transferred, relocated, or used at another airport without the advance consent of the State.

The Sponsor further agrees to maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

1. **Utilities Proration.** For purposes of computing the Sponsor's share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor, as applicable, to operate and maintain airport(s) included in this Grant must not exceed the percent attributable to the capital or operating costs of the airport.
2. **Utility Relocation in Grant.** The Sponsor understands and agrees, that:
 - a. The State will not participate in the cost of any utility relocation unless and until the Sponsor, has submitted evidence satisfactory to the State, that the Sponsor is legally responsible for payment of such costs;
 - b. State participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
 - c. The utilities must serve a purpose directly related to the Airport for which the Grant is made.
3. **Land Acquisition.** Where funds provided for by this Grant used for the purpose of acquiring land, the State agrees and will require the Sponsor agree to record the Grant, including the grant assurances and any and all related requirements, encumbrances, and restrictions that shall apply to such land, in the public land records of the jurisdiction in which the land is located.

PART II - ACCEPTANCE

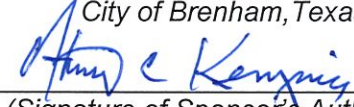
The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application. The Sponsor understands funding made available under this Grant may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, the Grant constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

Dated: MAY 5, 2025

City of Brenham, Texas

City of Brenham, Texas



(Signature of Sponsor's Authorized
Official)

By: Atwood Kenjura

(Typed Name of Sponsor's Authorized
Official)

Title: Mayor

(Title of Sponsor's Authorized Official)

The Sponsor's acceptance of this Offer and ratification and adoption of the Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the ARP Act, constituting the contractual obligations and rights of the State and the Sponsor with respect to the accomplishment of the grant application and compliance with the assurances and conditions as provided herein. Such Grant shall become effective upon the Sponsor's acceptance of this Offer.

**STATE OF TEXAS
TEXAS DEPARTMENT OF
TRANSPORTATION**

(Signature)

Daniel Harmon

(Typed Name)

Director, Aviation Division

(Title)

**AIRPORT RESCUE GRANT
ASSURANCES
AIRPORT SPONSORS**

A. General.

1. These Airport State Block Grant Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the American Rescue Plan Act of 2021 ("ARP Act or "the Act"), Public Law Number, Public Law 117-2. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of the sponsor, these assurances are incorporated into and become part of this Grant Agreement.

B. Sponsor Certification.

The Sponsor hereby assures and certifies, with respect to this ARP Act Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this ARP Act Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.

- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 - Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 14005 - Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3,4}
- c. 2 CFR Part 1200 - Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 - Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- g. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- h. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹

- i. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).¹
- j. 49 CFR Part 20 - New restrictions on lobbying.
- k. 49 CFR Part 21 - Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 - Participation by Disadvantaged Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- n. 49 CFR Part 27 - Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- o. 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 - Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 - Seismic Safety.

FOOTNOTES TO ASSURANCE AIRPORT RESCUE GRANT SPONSOR ASSURANCE B.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

- 1. Purpose Directly Related to the Airport.** It certifies that the reimbursement sought is for a purpose directly related to the Airport.
- 2. Responsibility and Authority of the Sponsor.**
 - a. Public Agency Sponsor:
It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official

representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. **Good Title.** It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the Airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. **Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the Airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the Airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the Airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. **Consistency with Local Plans.** Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the application or State subaward as applicable) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the Airport.

6. **Consideration of Local Interest.** It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. **Consultation with Users.** In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the Airport at which project(s) is/are proposed.

8. **Pavement Preventative Maintenance.** With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the Airport, it assures or certifies that it has implemented an effective Airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the Airport, including ARP Act funds provided under this Grant Agreement. It will provide such reports

on pavement condition and pavement management programs as the Secretary determines may be useful.

9. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. Minimum Wage Rates. It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference. It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

- a. The Airport and all facilities which are necessary to serve the aeronautical users of the Airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the Airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the Airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
 - 1) Operating the Airport's aeronautical facilities whenever required;

- 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the Airport. Nothing contained herein shall be construed to require that the Airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.
13. **Hazard Removal and Mitigation.** It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the Airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
14. **Compatible Land Use.** It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the Airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.
15. **Exclusive Rights.** The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—
- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
 - b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the Airport.
16. **Airport Revenues.**
- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this ARP Act Grant Agreement will only be expended for the capital or operating costs of the Airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the Airport(s) subject to this Agreement and all applicable addendums for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the Airport, and debt service payments as prescribed in the Act.
 - b. For airport development, 49 U.S.C. § 47133 applies.
17. **Reports and Inspections.**
- It will:
- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public;

make available to the public at reasonable times and places a report of the Airport budget in a format prescribed by the Secretary;

- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the Airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the Airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities. It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the Airport showing:
 - 1) boundaries of the Airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the Airport's property boundary. Such Airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the Airport layout plan. The sponsor will not make or permit any changes or alterations in the Airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the Airport.
- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the Airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the Airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety,

utility, efficiency, and cost of operation existing before the unapproved change in the Airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. **Civil Rights.** It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.
- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
 - b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
 - c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

 1. So long as the Airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
 - d. Required Solicitation Language.

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
 - e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
 - f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
 - g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.
- 21. Foreign Market Restrictions.** It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
- 22. Policies, Standards and Specifications.** It will carry out any project funded under an ARP Act in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated July 16, 2021, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
- 23. Access By Intercity Buses.** The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the Airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.
- 24. Disadvantaged Business Enterprises.** The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business

Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this Agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

- 25. Acquisition Thresholds.** The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at

http://www.faa.gov/airports/resources/advisory_circulars and

http://www.faa.gov/regulations_policies/advisory_circulars



City Council Regular Meeting **AGENDA ITEM 8**

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-25-019 Adopting Rates and Charges for the City-Managed Fixed Base Operator at the Brenham Municipal Airport

Meeting Date: July 17, 2025

Department: Development Services

Staff Contact: Jim Halley, Interim Airport Manager

SUMMARY STATEMENT:

As the Sponsor for Brenham Municipal Airport, a federally obligated airport, the City of Brenham is bound by 40 federal grant assurances. One of these – Grant Assurance 24, *Fee and Rental Structure* – requires airports to “maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport...”. To accomplish this, airports adopt Rates and Charges to set fair, reasonable, and nondiscriminatory fees for various services.

Since beginning FBO operations in December of 2023, there are now numerous services we can provide to aircraft operators. In order to set appropriate and fair rates and charges, Airport staff researched the various rates and charges for airports in our region, airports of the same classification as Brenham Municipal Airport, airports with similar operational profiles and service offerings, and airports from which we routinely receive transient visiting aircraft. The proposed FBO rates and charges are fair, equitable, nondiscriminatory, and comparable to other airports.

In order to maintain transparency throughout this process, we held two town hall meetings at the terminal to inform our stakeholders about this effort. At the town hall meetings, we discussed the intent and need for these proposed rates and charges, provided an overview of the methodology used to develop the rates and charges, provided examples from and comparisons to other airports, and, most importantly, heard from our stakeholders. We also invited representatives from TxDOT, the FAA, the Aircraft Owners and Pilots Association, and the National Business Aviation Association.

On June 12, 2025, a City Council workshop was held to discuss and present proposed City-Managed Fixed-Base Operator Rates and Charges for the Brenham Municipal Airport.

ATTACHMENTS:

1. R-25-019 - FBO Fees Schedule for Airport

RECOMMENDATION:

Approve Resolution No. R-25-019 adopting rates and charges for the City-managed Fixed Base Operator at the Brenham Municipal Airport.

RESOLUTION NO. R-25-019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, ADOPTING RATES AND CHARGES FOR THE CITY-MANAGED FIXED BASE OPERATOR AT THE BRENHAM MUNICIPAL AIRPORT

WHEREAS, the City of Brenham, Texas owns and operates the Brenham Municipal Airport as a public use facility; and

WHEREAS, the City of Brenham assumed the responsibility of the Fixed Base Operator, to include providing various aeronautical facilities and services to aircraft operators, on December 15, 2023; and

WHEREAS, the City of Brenham, as the sponsor of the Brenham Municipal Airport, shall “...maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible...” for the Brenham Municipal Airport due to a contracted federal obligation the City of Brenham has agreed to by accepting federal funds for airport projects; and

WHEREAS, other public sponsors of airports charge for facilities and services at their airports and aircraft operators anticipate such fees to be imposed at the Brenham Municipal Airport; and

WHEREAS, the attached Rates and Charges have been evaluated against those of other similarly-sized airports in the region and have been found to be comparable, defensible, reasonable, and not unjust; and

WHEREAS, aircraft operations, especially corporate jet, turbine, and transient traffic, have been steadily increasing; and

WHEREAS, the attached Rates and Charges would assist the airport in becoming as financially self-sufficient as possible; and

WHEREAS, rarely, if ever, would these Rates and Charges be imposed on hangared tenants of the Brenham Municipal Airport; and

WHEREAS, the City Council of the City of Brenham has considered the foregoing and desires to enact this Resolution to provide for the financial self-sustainability of the Brenham Municipal Airport.

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

Section 1: That Council hereby adopts the Brenham Municipal Airport Fixed Base Operator Rates and Charges, attached hereto as Exhibit A and incorporated herein for all pertinent purposes.

Section 2: That the Fixed Base Operator Airport Rates and Charges shall be in full force and effect for the City-Managed Fixed Base Operator upon passage of this Resolution and shall supersede any prior existing Airport Rates and Charges.

RESOLVED this the 17th day of July, 2025.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

Exhibit A

Airport Rates and Charges

The following fixed base operator rates and charges for Brenham Municipal Airport have been established to ensure that each operator shall be subject to fair, equitable, and nondiscriminatory fees as are uniformly applicable to all operators making the same or similar uses of the airport, utilizing the same or similar facilities.

ITEM	FEE
Scheduled Call Out Fee (for up to two hours, additional time at \$50/hour)*	\$100.00
Unscheduled Call Out Fee (for up to two hours, additional time at \$50/hour)*	\$200.00
Courtesy Car (overnight)	\$75.00
Facility Fee SE Turbine (50-gallon fuel purchase to waive)	\$50.00
Facility Fee ME Turbine (75-gallon fuel purchase to waive)	\$75.00
Facility Fee Light Jet (Up to 16,000 lbs MTOW) (75-gallon fuel purchase to waive)	\$75.00
Facility Fee Medium Jet (16,000 - 40,000 lbs MTOW) (150-gallon fuel purchase to waive)	\$150.00
Facility Fee Heavy Jet (40,000 lbs MTOW and greater) (225-gallon fuel purchase to waive)	\$225.00
Overnight Fee SE Turbine (First 3 nights free)	\$25.00
Overnight Fee ME Turbine (First 3 nights free)	\$50.00
Overnight Fee Light Jet (Up to 16,000 lbs MTOW) (First 3 nights free)	\$75.00
Overnight Fee Medium Jet (16,000 - 40,000 lbs MTOW) (First 3 nights free)	\$100.00
Overnight Fee Heavy Jet (40,000 lbs MTOW and greater) (First 3 nights free)	\$125.00
Special Services Labor Fees	\$50.00

* For call outs outside of the hours of 7 a.m. to 7 p.m., seven days per week

These rates and charges are for Calendar Year 2025 and will be evaluated annually for further adjustment after January 1st of each year based on Consumer Price Index for all Urban Consumers change from the previous calendar year.



City Council Regular Meeting **AGENDA ITEM 9**

Agenda Item: Discuss and Possibly Act Upon RFP No. 25-011 Related to the Award of a Bank Depository Services Contract and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: July 17, 2025

Department: Finance

Staff Contact: Julie Flagg, Chief Financial Officer

SUMMARY STATEMENT:

In accordance with the City Charter and state law, the City is required to select a depository bank every 5 years. The City's current depository services agreement with Bank of Brenham expires on August 31, 2025. In May, we reached out to the seven banks with branch locations in Brenham notifying them that the City would be seeking Request for Proposals for bank depository services. Notification of the RFP was also published in the newspaper and on the City website. Of the seven banks contacted, five requested a RFP be sent to them on the release date. At the response deadline, two of the five banks declined to bid and three RFPs were returned. The attached memo and subsequent analysis provides details of the bids which were evaluated.

ATTACHMENTS:

1. Memo
2. Banking Proposal Analysis

RECOMMENDATION:

Award RFP No. 25-011 for Bank Depository Services Contract to Brenham National Bank for a period to begin September 1, 2025 and extend through August 31, 2030 and authorize the Mayor to execute any necessary documentation.



MEMORANDUM

To: City Council and Mayor

From: Stacy Hardy, Finance Director

Subject: Bank Depository Services RFP No. 25-011

Date: July 3, 2025

In May, the City solicited proposals for bank depository services. The contract, to begin September 2025, is for a five-year period. The City received three proposals from the following financial institutions: Bank of Brenham (our current depository bank), Brenham National Bank and VeraBank. The Bank of Brenham proposal was deemed non-responsive, leaving two proposals to be evaluated. As done in the past, the City engaged Linda Patterson, Treasury Consultant, to perform an analysis of the proposals. Key issues which were evaluated were banking services/costs and earnings potential. The complete analysis follows this memo.

Banking Services - Both banks are similar in the way accounts are structured and in services provided. Based on the weighted scoring of each RFP response, Brenham National had a higher total service score. An important difference between the banks was the inability of VeraBank to provide safekeeping services to the City. Although this is a service we currently do not utilize, it is important for it to be available if needed.

Earnings Potential - A major difference between the banks occurs in the earnings rate potential at each. VeraBank offers Fed Funds rate minus either 1.75% (currently 2.75%) or 1.50% (currently 3.00%), depending on the structure chosen. Brenham National Bank offers Fed Funds minus 0.50% (currently 4.00%). Both banks are using the Federal Funds rate, therefore the comparison is straightforward and Brenham National will always have the higher rate regardless of the level of Fed Funds. Based on the City's historical average balances, the 1% difference when determining the interest rate would provide the City with an additional \$53,000 in interest income per year with Brenham National.

Recommendation - The proposing banks represent two state banks, both with a local presence. Whereas Brenham National Bank has a well-established footprint in the community, headquartering and operating here for over 90 years, VeraBank is new to Brenham, but quickly becoming an active partner in the area.

The City's goal is to receive a high level of services while maximizing interest earnings. In both services provided and earnings potential, Brenham National scored higher, therefore, it is recommended that the City award the banking services contract to Brenham National Bank.

CITY OF BRENHAM BANKING PROPOSAL ANALYSIS

The City of Brenham issued a Request for Proposal (RFP 25-011) in May 2025 for banking services. The City intended to minimize banking costs, improve operational efficiency, and maximize its investment earnings. The City intends for its banking partner to provide the full complement of services requested including strong customer service and state-of-the-art technology to ensure that its current banking needs are met and that it will be able to incorporate technological changes and improvements into its operations over the period of the contract. The contract is to be for a five year period to begin September 1, 2025.

The RFP specified all required qualifications, the banking services required, the activity volumes on all accounts, submission instructions and contract award provisions. It required full and complete responses. Based on the RFP the City received only two compliant responses to the RFP. The proposals were from Brenham National Bank and VeraBank. A third proposal was found nonresponsive in accordance with the instructions in the RFP.

An analysis of the proposals was made on the basis of services and costs as well as the potential earnings for the City. (1) The services offered have been evaluated as to the level of service offered compared to the specific City requirements, the level of automation and customization which can improve staff productivity, level of City administrative control, and the level of customer service provided. The banks were also evaluated to determine adaptability and capability to grow into new technologies as they become available. (2) The costs for service were compared based on the City's historical usage. (3) The potential earnings at each bank were based on the historic and current earnings rates from each. Details on the analysis are found in the attached file. This report summarizes those findings.

Services

There are few significant differences between the two banks. Service scores based on a weighted scoring of each response showed differences in several areas resulting in total service scores of:

- Vera Bank 404
- Brenham National Bank 473

One major difference between the banks was the inability of VeraBank to provide safekeeping services for City owned securities.

Both banks have proposed an account structure which utilizes a combination of interest-bearing accounts and Insured Cash Sweep (ICS). ICS is a spread product which deposits funds into a network of banks assuring that all funds are insured at all times by FDIC insurance. Both banks use the network (Promontory Network) by moving excess funds into the network and withdrawing funds as needed by the City. This mechanism offers full liquidity because there are no limitations on the number of withdrawals/deposits monthly. It also provides a higher rate of interest than is found in the banks themselves. The banks benefit because it eliminates the need for additional collateral. (Neither of banks can provide an external sweep to a money-market mutual fund which would have gained the highest available earnings rate through an internal account structure.)

Both have full mobile services, remote deposit services, and commercial cards. Both also provide viable alert systems and give the City administrative control of system access.

There are other minor service differences between the banks.

- Brenham National has offered ICS statements and reports on an ongoing basis.
- Brenham National has an expanded ability for the City to customize reports.
- Brenham National has payee positive pay in addition to straight positive pay.
- Brenham National provides real-time notifications for wires and transfers as well as additional authentication and definable limits on wires.
- Brenham National provides multiple filters on ACH for fraud control as opposed to blocks only.
- Brenham National provides statements on the first day of the month as opposed to 10 days at VeraBank.
- Brenham National provides tamper-proof deposit bags at no cost.
- VeraBank has a longer deadline on stop pays.
- VeraBank can future date wires and transfers.

Earnings Potential

The major difference between the banks occurs in the earnings potential at each. Both banks offer a comparable account structures and both use the same basis for the earnings potential (rates) offered at each. Both banks are using the Federal Funds rate therefore the comparison is straight-forward and the difference based on these bases will not vary throughout the contract period. (Currently the Federal Funds rate is a range from 4.25%-4.50%.)

- VeraBank is offering their *Public Fund Interest Bearing Checking* rates from which the City could chose two optional structures:
 - o *Public Funds Interest Bearing Checking* earns at Fed Funds (upper range) **minus 1.75%** (current 2.75%)
 - o *Public Funds Interest Bearing Checking with ICS* is Fed Funds (upper range) **minus 1.50%** (current 3.0%)
- Brenham National Bank is setting their interest bearing checking rate at Fed Funds (upper range) **minus 0.50%** (currently 4.0%)

As a result, Brenham National will always have present higher rates regardless of the level of Fed Funds. Based on the City's historic balance of \$5.2 million this difference of 1% will give the City an additional \$52,739 in income at Brenham National in one year.

ATTACHMENT A SERVICE FEES ANALYSIS

BRENNHAM

2025

		Total			404	Total			473
Service Description	Wgt.	Vera Bank			Notes	Brenham National Bank			Notes
		Points	Score			Points	Score		
1 CREDITWORTHINESS									
a LINK TO STATEMENTS	3	2	6	provided - agreed to provide		2	6	provided	
b CRA	1	2	2	provided Svc Outstanding, Lend Hi Satis		2	2	provided satisfactory	
c DEBT RATINGS	3	2	6	none - no debt		2	6	Veribanc Green/***B - will notify	
2 CUSTOMER SERVICE									
a NEED FOR SERVICE	2	2	4	implementation officer then team		2	4	mission to serve, integrity, respect, commit	
b PROBLEM ESCALATION	1	2	2	treasury support email and phone		2	2	relationship mgr assigned	
c LOCAL SUPPORT	2	2	4	gives CRA full report -		2	4	92 years, history of community, events and orgs, leadership in orgs	
d AUTOMATION NEEDS TO BE MET	2	1	2	gives list no real answer		2	4	committed thru core processor Jack Henry & Assoc	
e MEETING SCHEDULE	2	1	2	no times - just says will meet		2	4	as needed/requested	
f NEW SERVICES	3	1	3	SFTP/API data transfer coming 12-18 months		2	6	new fraud detection, enhance cash mgmt software - by fall 2025	
g INCENTIVES	2	2	4	\$200 for supplies and rate FEDFD minus 1.5 with ICS - current 3.50%		1	2	no but could talk	
h AUDITOR	1	1	1	accepts		1	1	accepts	
					22				27
3 REFERENCES									
a REFERENCES	3	2	6	Corsicana ISD, Lufkin ISD, Waskom ISD		2	6	Blinn, Brenham ISD, Brenham State Supported Living Center	
			0				0		
4 AGREEMENTS									
a AGREEMENTS PROVIDED	3	2	6	attached all separate ones		2	6	all service agreements	
5 IMPLEMENTATION									
a TIMETABLE	2	1	2	states one day to 1 week - looks like training on phone		1	2	will meet after award to agree on schedule	
REQUIRED SERVICES									
1 ACCOUNT STRUCTURE									
a ACCOUNT STRUCTURE	3	2	6	all in Public Funds IB checking accts		3	9	fixed on all deposits at FEDFD high level minus 0.5% (current 4%)	
b EXTERNAL SWEEP ABILITY	2	0	0	not available		0	0	uses ICS instead - City establishes ceiling/floor - transfers from ICS	
c MMMF	3	0	0	not applicable		0	0	not applicable	
d EOD OR NEXT DAY	2	0	0	not applicable		1	2	EOD to ICS	
e SWEEP INTEREST REPORT	1	0	0	not applicable		2	2	interest online thru ICS - can get ICS statements and reports also	
f BALANCE BASED FEE?	2	1	2	not applicable		1	2	no fees	
g MA WITHDRAWALS	1	2	2	proposes IB with unlimited w/draws		2	2	"n/a" - this is unclear but assuming it means no limit on withdrawals	
h BASIS FOR RATES	2	2	4	Public Funds IB checking FEDFD-1.75 (2.75%) or Public Funds & ICS FEDFD minus 1.5% (3.0%)		3	6	fixed on all deposits at FEDFD high level minus 0.5% (current 4%)	
i INTEREST AS EXPENSE	3	2	6	no		2	6	no fees - in AA tracking only	
j CAN CITY USE COMP BALANCE	3	2	6	yes		2	6	no comp balance necessary	
k TARGET BALANCE PROPOSED	3	2	6	found on pg378 - somewhere between \$2.7 and \$4 - no pro forma		2	6	no fees	
l RATES	3	2	6			3	9		
	ECR				0.5				4.2
	IB				2.75				0.05
	MMA			not applicable					0.40%
	SWEEPS			not applicable					0.50%
					38				50

		Total	404		Total	473		
Service Description		Wgt.	Vera Bank			Brenham National Bank		
			Points	Score	Notes	Points	Score	Notes
2	AUTOMATION							
a	LINK	2	2	4	link provided - shardy508 and cY8!zX2*w/1\$	1	2	cannot but suggest use ISD for details
b	ON LINE SERVICES	3	2	6	balances,wires, ACH,stops, PP, remote,reports	2	6	no list but says "most services"
c	ALL ONLINE?	3	2	6	yes, current and prior, some user defined	2	6	balances,wires,view.stops,PP
d	ACCESS TIMES	2	2	4	real-time	2	4	real time
e	RETENTION SCHEDULES	3	2	6	18 months	2	6	18 months
f	DRAW ACROSS MODULES	3	1	3	city can customize across 'accts'	2	6	export with CSV - customize on date ranges/points
g	BACK UP	2	1	2	send info to bank	2	4	call bank for all services
h	ALERTS	3	2	6	text or email customizable	2	6	text, email or in-app, admin,all transactions looks like
i	MOBILE BANKING	3	2	6	all online available on mobile	2	6	balances, transactions, cards, ACH,wire, access, secure messaging
j	SECURITY PROTOCOL	1	3	3	city control - subusers	3	3	City as admin, tokens, two factor authentication, face/touch support
k	CUSTOMIZED REPORTING?	2	1	2	just says can to accommodate needs no detail	3	6	export with CSV - customize on date ranges/points
l	TECH SUPPORT HOURS	2	2	4	8 to 6	2	4	8-5 - any branch, phone or virtual or onsite
					52			59
3	DEPOSITS							
a	CUT OFF TIME AT LOCAL OR VAULT	3	2	6	M-TH 9-5, F 5:30 - remote 7pm	2	6	5:30 all branches, night is 24/7
b	STRAP AND ROLL REQUIRED	3	2	6	not required but helpful	2	6	not required, coin counter in lobby
c	IMAGES ON DEPOSITS	2	2	4	all imaged and immediately online	2	4	available thru day but all next day online
d	DISCREPANCIES	1	2	2	adjusted by bank- inform City	2	2	teller immediately, later its mailed
e	CR ADVICES	2	2	4	online for NOC, EDI and ACH returns	1	2	mail or pick-up at branch same day - also online
f	LOCATION TRACKING	1	0	0	on receipt	0	0	no but internal
g	NOTIFICATION ON RETURNS	1	2	2	sent electronically	2	2	mailed check same day - online
h	TYPE BAGS	2	2	4	zipper bags or tamper proof at cost	3	6	plastic bags provided free
i	E-LOCKBOX SERVICE	1	0	0	just gives pricing sheet - no detail	0	0	not offered
j	CHANGE ORDER NOTICE	2	2	4	same day but not online	2	4	courtesy call preferred but filled at branch
k	LOCATIONS	1	2	2	one on Becker	2	2	1 in Brenham, 3 CS
					34			34
	REMOTE DEPOSIT							
a	CAPABILITIES	3	2	6	standard	2	6	scan, deposit complete and Snap
b	CUT-OFF TIMES	3	2	6	same day CR	2	6	scan, deposit 6pm, snap 5pm
c	SCANNER EQUIPMENT NEEDED	1	2	2	"yes bank can provide"	2	2	bank will provide
d	CITY SCANNER EQUIPMENT	2	2	4	it is compatible	2	4	it is compatible
e	CHECKS MAINTENANCE	2	2	4	60 days	2	4	6 months
					22			22
	NSF CHECKS							
a	CURRENT NSF PROCESS	2	2	4	one re-run	2	4	on re-clear - charge backed are mailed same day
b	NOTIFICATION WHEN?	2	2	4	sent electronically and online	2	4	online and check mailed same day
c	PROCESSING WITH RCK	1	0	0	not available	0	0	not available
d	MATCHING WITH RCK	1	0	0	not available	0	0	not available
e	INFO ONLINE, IMAGED?	2	2	4	18 months	2	4	online once returned
					12			12
5	DISBURSEMENTS							
a	INFO AVAILABILITY DAILY	3	2	6	midnight	2	6	24/7, same day memo posted and posted
b	CHECK IMAGES ON STATEMENTS	2	2	4	on paper and e-statements	2	4	18 months'
c	POSITIVE PAY SERVICES? PAYEE?	3	2	6	avaible but not payee	2	6	PP and Payee
d	LEVEL OF DETAIL	3	2	6	all levels	2	6	full info
e	VIRTUAL CARDS	2	0	0	answers as "Google Pay, Apple Pay, Samsung Pay	0	0	not offered but cards compatible with Google, Apple and Samsung Pay
f	COMMERCIAL CARD	1	2	2	business card - standard	2	2	business card - standard
g	NON ACCOUNTHOLDER CHARGE	2	2	4	no fee	2	4	no fee
					28			28

		Total		404		Total		473	
Service Description		Wgt.	Vera Bank			Brenham National Bank			
			Points	Score	Notes	Points	Score	Notes	
6	POSITIVE PAY AND RECON								
a	REQUIREMENTS ON CHECK RUNS	2	2	4	after test looks like standard	2	4	fixed width or CSV-standard fields	
b	ONLINE ENTRY	3	2	6	yes	2	6	batch or single	
c	CHANGE AND DELETES	3	2	6	call Treasury Support at bank	2	6	bank will accommodate	
d	NOTIFICATION ON EXCEPTION	2	3	6	text or email	3	6	alert by text, email or Operations Dept	
e	TIME REPORTED	3	2	6	7AM	2	6	as found, if no answer from email bank will follow-up for response	
f	RESPONSE TIME	2	1	2	11AM	1	2	11AM	
g	ALL CHECKS CHECKED OTC	3	2	6	yes as it is real time	2	6	teller is realt ime and all checked	
h	RECON SERVICES?	3	0	0	recommends use the system but no info on the systems	1	3	various of PP	
i	INTERFACE TO INCODE ERP	3	1	3	CSV,PDF,QIF, Quickbooks and BAI	2	6	yes dependent on City IT, compliance, middleware access	
					39			45	
7	TRANSFERS AND WIRES								
a	TOTALLY ONLINE?	3	2	6	one time or templates	2	6	online single or template	
b	MONITORING OPTIONS	2	2	4	progress online	2	4	yes online tracking in real time	
c	REPETITIVE TEMPLATES	2	2	4	templates at no cost	2	4	yes free	
d	NOTICE ON INCOMING	3	2	6	City can set up as alert	3	9	online real time posts, register for e-delivery on updates, can get mail too	
e	SECURITY PROVISIONS	2	2	4	credentials set by City	3	6	authentication, authorization and segregations - trans limits, secure channels	
f	TRANSFER REQUIREMENTS	2	2	4	within VeraBank by phone or online	3	6	online with confirm, history online - could do at bank if necessary	
g	FUTURE DATING	2	2	4	yes as far as needed	0	0	not offered	
h	ACCESS AND CUT OFF TIMES	2	2	4	business hours, phone until 3:00	2	4	incoming 4PM, outgoing 3PM	
i	LEDGER BALANCE USE	3	1	3	collected only	2	6	ledger	
					39			45	
6	STOP PAY								
b	INITIAL ENTRY AND TIME PERIOD	3	2	6	online if authroized - 6 months	2	6	online - 6 months - ACH Stops 6 months too	
c	RENEWAL	2	1	2	re-submit for 6 months - use PP	2	4	if needed longer bank can do it	
d	DEADLINE SAME DAY	2	2	4	5:00 but Friday 5:30	1	2	11AM	
e	ONLINE INFO AVAILABLE	3	0	0	not available	3	9	acct, # payee, amt, date - online	
f	RESEARCH BY SYSYEM HOW FAR	2	0	0	not available	3	6	alerted if found in acct history - back 90 days	
					12			27	
8	ACH								
a	BATCH TRANSMISSIONS	3	2	6	upload thru portal, CSV, NACHA and BAI	2	6	upload then initiate to bank for transmission	
b	ONLINE INDIVIDUAL ENTRIES	2	2	4	yes, one time or template	2	4	yes online	
c	FILTERS AVAILABLE	3	1	3	blocks - otherwise set your own thru PP	3	9	dollar limits on files, has anomaly detection which notifies bank on any changes on repeats	
d	ADDENDA	3	2	6	entire on line and reports	2	6	auto displayed	
e	INITIATION OR SETTLEMENT	3	2	6	settlement	2	6	settlement	
f	PRE-NOTE POLICY	2	2	4	6 days lead on pre-notes - set fee	2	4	recommends if time permits	
g	ACHREPORTS	2	2	4	reporting online	0	0	no	
					33			35	
9	SAFEKEEPING								
a	OFFERING SERVICE?	2	0	0	not available	2	4	FHLB Dallas	
b	TRADE ONLINE	1	0	0	not available	0	0	not available - bank can provide reports - same day presents a problem needs bank	
c	CORRESPONDENT	2	0	0	not available	2	4	FHLB Dallas	
d	ONLINE FOR MONITORING	2	0	0	not available	0	0	no	
e	HARD DOLLAR OR AA	2	0	0	not available	2	4	no unless real speical requests	
					0			12	

			Total	404			Total	473		
Service Description		Wgt.	Vera Bank			Brenham National Bank				
			Points	Score	Notes	Points	Score	Notes		
10	COLLATERAL									
a	ACCEPTANCE OF TERMS	3	2	6	agrees but says ICS	2	6	agrees but will adjust ith ICS		
b	CUSTODIAN	3	2	6	TX Independent Bank	2	6	FHLB Dallas		
c	ONLINE INQUIRY	3	0	0	no	0	0	no		
d	DAILY MARK-T-MARKET	3	0	0	no	0	0	no at FHLB - usesBPS Capital		
e	REPORT PROVIDED BY?	3	1	3	VeraBank	1	3	bank from BPS - pull from FHLB		
f	AGREEMENT - FIRREA	3	2	6	provided	2	6	provided		
						21			21	
11	ACCOUNT ANALYSIS									
a	SAMPLE	2	2	4	provided Attach O	2	4	used for tracking - any special service not contemplated may incur a fee		
b	ONLINE WHEN	2	2	4	10th day	3	6	mailed or online 1st day		
c	HOW LONG ON LINE	1	2	2	24 months	2	2	18 months		
12	MONTHLY STATEMENTS									
a	WHEN AVAILABLE	2	1	2	10th day	2	4	1st day		
b	HOW LONG ONLINE	2	2	4	24 months	2	4	18 months		
13	EXECUTIVE									
a	NAME AND TITLE	2	2	4		2	4			
b	NBACKUP NAME AND TITLE	2	2	4		2	4			
14	OVERDRAFTS									
a	AGGREGATION	1	1	1	18%	2	2	aggregated - prime +1%		
TOTAL POINTS REQUIRED SERVICES				404			473			
OPTIONAL SERVICES										
1	CHECK PRINTING									
a	AVAILABLE SERVICE?	1	0	0	not available		0	not available		
b	DESCRIBE PROCESS	1	0	0	not available		0	not available		
c	TURN-AROUND TIME	1	0	0	not available		0	not available		
d	LOCATION OF PRINTING/MAILING	1	0	0	not available		0	not available		
ALTERNATIVES										
					void using PP			merchant services		

ATTACHMENT A SERVICE FEES ANALYSIS

**BRENHAM
2025**

No Direct Fee

		Total	1,010.74		Total	0.00	
Service Description	Avg Mo Volume	Vera Bank			Brenham National Bank		
		Fee	Cost	Notes	Fee	Cost	Notes
AVERAGE COLLECTED BALANCE	5,273,918						
BALANCE BASED FEE							
ACCOUNT GENERAL SERVICES							
ACCOUNT MAINTENANCE	5	15.0000	75.00			0.00	
DEPOSITORY SERVICES							
DEPOSITS	69	0.2500	17.25			0.00	
DEPOSITS ON-US	126	0.0900	11.34			0.00	
DEPOSITS - FOREIGN (TRANSIT)	1,195	0.0900	107.55			0.00	
RETURN ITEM - CHARGEBACK	3	3.5000	10.50			0.00	
ACH							
ACH DEBITS (BRENHAM NAT'L)	8	0.0500	0.40			0.00	
ACH CREDITS (BRENHAM NAT'L)	2	0.0500	0.10			0.00	
ACH ORIGINATED DR	1,968	0.0500	98.40			0.00	
ACH ORIGINATED CR	4	0.0500	0.20			0.00	
ACH DEBITS	23	0.0500	1.15			0.00	
ACH CREDITS	380	0.0500	19.00			0.00	
ACH RETURN ORIG DEBIT	13	3.5000	45.50			0.00	
ACH BATCH	12	5.0000	60.00			0.00	
ACH NOTICE OF CHANGE DR/CR	1	25.0000	25.00			0.00	
REMOTE DEPOSIT SERVICES							
REMOTE DEPOSIT CAPTURE	1	25.0000	25.00	City owned scanner		0.00	
POSITIVE PAY SERVICE	21	0.0000	0.00			0.00	
PAPER DISBURSEMENT SERVICES							
CHECKS PAID	489	0.1500	73.35			0.00	
STOP PAYS	13	32.0000	416.00			0.00	
WIRES AND TRANSFERS							
OUTGOING WIRE	0	10.0000	0.00			0.00	
ONLINE INFORMATION PORTAL/SYSTEM							
CASH MANAGEMENT	1	25.0000	25.00				
TOTAL COST			1,010.74			0.00	